

WORKSHOP & REGULAR MEETING OF THE TOWN COUNCIL

Tuesday, June 6, 2023 6:00 PM Little Elm Town Hall 100 W Eldorado Parkway, Little Elm, TX 75068

- 1. Call to Order Council Workshop at 6:00 p.m.
 - A. Present and Discuss **Town Council Joining the National League of Cities and the North Texas Commission.**
- 2. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.
 - A. Invocation.
 - B. Pledge to Flags.
 - C. Items to be Withdrawn from Consent Agenda.
 - D. Emergency Items if Posted.
 - E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

F. Presentation of Monthly Updates.

Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

- G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.
- 3. Presentations and Recognitions.
 - A. Recognition of **Pom Hulett, Mayor for the Day.**
 - B. Present a **Proclamation Recognizing June 2023 as Pride Month.**
 - C. Present a Proclamation Recognizing the 25th Anniversary of the Little Elm Public Library.
 - D. Recognition of the Friends of the Little Elm Library Scholarship Recipient.
 - E. Present a Life-Saving Award to Officer Jada Davis.
 - F. Recognition of the Human Resources Department for receiving the 2023 Innovation in Municipal Human Resources Management Award from the Texas Municipal Human Resources Association.

4. Public Comments

Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.007, Texas Government Code.

5. **Consent Agenda**

All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

- A. Consider Action to Approve the Minutes from the May 16, 2023, Regular Town Council Meeting.
- B. Consider Action to Approve the **Quarterly Investment Report for the period ending March 31, 2023.**
- C. Consider Action to Approve the Fiscal Year 2022-2023 Unaudited Quarterly Budget Report for the Quarter Ending March 31, 2023.
- D. Consider Action on Resolution No. 0606202301 Approving Submission of the Grant Application for Body-Worn Cameras to the Office of the Governor.
- E. Consider Action to Approve Resolution No. 0606202302 Giving Consent to the Issuance of Unlimited Tax Road Bonds and Unlimited Tax Utility Bonds by Highway 380 Municipal Management District No. 1 (Union Park).
- F. Consider Action to Approve Resolution No. 0606202303 Supporting the Route for the Texas-New Mexico Power Company's Transmission Line.
- 6. Regular Items.
 - A. Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No.**1709 Regarding a Request to Rezone Approximately 4.13 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located at 26784 E. University Drive, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Light Commercial (LC) District Requirements with Modified Uses and Development Standards to Allow for New Commercial Development with Auto Repair Focusing on Electrical Vehicles.

Public Hearing Opened: May 16, 2023 at 6:20 p.m.

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1709:

B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Matthew Rinker with Buckman Partnership LTD.**

C. Present, Discuss, and Consider Action on **Appointing a Mayor Pro Tem and Council Liaison Assignments.**

7. Convene in Executive Session pursuant to Texas Government Code:

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

8. Reconvene into Open Session

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

9. **Adjourn.**

Pursuant to the Texas Open Meeting Act, (Chapter 551, Texas Government Code), one or more of the above items will be taken or conducted in open session following the conclusion of the executive closed session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made. **BRAILLE IS NOT PROVIDED.**

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 2nd day of June 2023 before 5:00 p.m.



Agenda Item #: 1. A.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present and Discuss Town Council Joining the National League of Cities and the North Texas Commission.

DESCRIPTION:

At the April 18, 2023 Regular Town Council Meeting, Council member Jamell Johnson requested a discussion of the Town Council joining these professional organizations.

BUDGET IMPACT:

The cost of joining the National League of Cities is based on population. For Little Elm's current population size, the cost would be \$5,000.00 in annual dues.

The cost of joining the North Texas Commission is \$.085 per capita. With the Town's current population size, the cost would be \$4,389.40 in annual dues.

RECOMMENDED ACTION:

Town staff seeks direction from Council.



Agenda Item #: 3. A.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Mayor Curtis J. Cornelious

AGENDA ITEM:

Recognition of Pom Hulett, Mayor for the Day.

DESCRIPTION:

As part of the Friends of the Library Trivia Night 2023, Pom Hulett was the recipient of Mayor for the Day.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Agenda Item #: 3. B.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a Proclamation Recognizing June 2023 as Pride Month.

DESCRIPTION:

Mayor Cornelious will present a proclamation recognizing June 2023 as Pride Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2023 Pride Month Proclamation



Proclamation

WHEREAS, our Nation was founded upon the declaration that all people are created equal; that life, liberty, and the pursuit of happiness are among the inalienable rights of every person, and that every person shall be afforded equal protection under the law; and

WHEREAS, LGBTQ+ Pride celebrations include people who are members of the LGBTQ+ community, as well as supporters; and

WHEREAS, the Stonewall Inn, a New York City establishment that catered to the LGBTQ+ community, was raided on June 28, 1969. The incident sparked public demonstrations that lasted for six days and later served as a catalyst for the LGBTQ+ rights movement in the United States and around the world; and

WHEREAS, Pride celebrations have taken place around the United States every June to commemorate this historical event, to commit to achieving equal justice under the law for the LGBTQ+ community, and to educate others; and

WHEREAS, the Town of Little Elm has a diverse community that includes many residents who are members of the LGBTQ+ community, as well as supporters, and is committed to being inclusive of all residents.

NOW, THEREFORE, we recognize that **Pride Month** occurs in the month of June, and call this observance to the attention of all our residents.

Given under my hand and Seal of the Town of Little Elm, Texas, this 6th day of June, 2023.

Curtis J. Cornelious, Mayor of Little Elm



Agenda Item #: 3. C.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present a Proclamation Recognizing the 25th Anniversary of the Little Elm Public Library.

DESCRIPTION:

Mayor Cornelious will present a proclamation recognizing the 25th anniversary of the Little Elm Public Library.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2023 Library Anniversary Proclamation



Proclamation

WHEREAS, in the late 1990's citizens of the Town of Little Elm, Texas, began to express an interest in the establishment of a full service public library; and

WHEREAS, in 1998, the Town of Little Elm opened a library with Little Elm ISD in a school building as a shared resource for the town; and

WHEREAS, over the years, facilities have been expanded to include a 9,000-square-foot main library; and

WHEREAS, patrons check out over 100,000 items annually; and

WHEREAS, the Little Elm Public Library has consistently provided quality library services to the residents of Little Elm for the past 25 years.

NOW, THEREFORE, we recognize the **25**th **Anniversary of the Little Elm Public Library** and urge Little Elm residents to join us in extending sincere congratulations and gratitude to the Little Elm Public Library for enriching the lives of residents by providing a variety of intellectual, educational, recreational and cultural resources for the past 25 years.

Given under my hand and Seal of the Town of Little Elm, Texas, this 6th day of June, 2023.

Curtis J. Cornelious, Mayor of Little Elm



Agenda Item #: 3. D.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Recognition of the Friends of the Little Elm Library Scholarship Recipient.

DESCRIPTION:

The Friends of the Little Elm Library have selected Mercedes Xiong as their scholarship recipient for this year. The Friends of the Library and Council will recognize this individual.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Agenda Item #: 3. E. **Department:** Police

Strategic Goal: Ensure excellence in public services while keeping up with the growth in the

community

Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Present a Life-Saving Award to Officer Jada Davis.

DESCRIPTION:

Police Chief Rodney Harrison will present a Life-Saving Award to Officer Jada Davis for administering Narcan and CPR to an individual who overdosed.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Agenda Item #: 3. F.

Department: Administrative Services

Strategic Goal: Ensure excellence in public services while keeping up with the growth in the

community

Staff Contact: Deidre Hale, Director of Human Resources

AGENDA ITEM:

Recognition of the Human Resources Department for receiving the 2023 Innovation in Municipal Human Resources Management Award from the Texas Municipal Human Resources Association.

DESCRIPTION:

At the 2023 Texas Municipal Human Resources Association annual conference, the Human Resources department received the 2023 Innovation in Municipal Human Resources Management Award.

From streamlining processes for onboarding to reducing the amount of time it takes for new team members to come on board and adding new ways to communicate with our team members to ensure they know about their benefits and other programs available to them, the HR team has been willing and ready to operate in a way that helps team members and departments reach their goals.

One of the HR Department's most notable contributions is the development of our Cultural Road Map. This document serves as a blueprint for our organization as we strive to become who we want to be while keeping our Core Values in mind. The Cultural Road Map helps define expectations for both team members (and potential team members), explains the beliefs and behaviors our organization expects of its employees, establishes the team member experience, and discusses what type of organization we strive to be.

The HR Department has embraced the digital age by allowing online applications, pre-screening interviews over Zoom, and online benefit sign-up. Additionally, the Department has utilized digital communication tools, such as email and an employee SMS text notification system, designed to send team members push notifications about benefits information and organizational news. This program allows HR to reach all opted-in employees, whether they are in the field, on patrol, or in the office.

Additionally, the HR Department has developed an innovative way to help reduce insurance

premium costs while improving our organization's overall health with an Employee Wellness Program. The Wellness Program incentivizes employees to complete essential health screenings, such as physicals, age-appropriate exams, and dental checkups, to earn points toward the Town paying for employee insurance premiums. Additional points can be earned through workouts, attending health and wellness seminars, and participating in Wellness Program events. We have nearly a 100 percent participation rate in this program, which reduces costs for our organization and has been proven to improve our organization's overall health. In one instance, one of the programs sponsored by the HR Department saved the life of a team member who did not know she was at risk for a critical health event.

Another innovation of the HR Department was our Public Safety Mental Health Program. This program was developed in conjunction with our Police and Fire Departments to address the mental health needs of first responders in our organization and the needs of employees who may also serve in emergencies.

The HR Department has also been proactive in developing a comprehensive recruitment plan to ensure that our organization is consistently bringing on top talent. One of the methods they have implemented includes working with recruiters to find candidates that fit with our organizational culture and Core Values. Additionally, they have developed an employee referral program that incentivizes existing employees to refer qualified friends to work with our team for specific positions/departments.

Additionally, the Department has added more benefits to give back to employees and keep up with current trends. We have recently added a Parental Leave Policy, Skill-Based Pay for particular professions, such as those in public works, and Volunteer Leave, which allows team members to give back to the community by volunteering their time during the work day.

Their efforts have been noticed. Our employee satisfaction levels have climbed to all-time highs, and our staff morale has improved significantly. In addition, their focus on innovation has enabled us to keep up with the competition in the ever-changing world of Human Resource Management.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Agenda Item #: 5. A.

Department: Administrative Services

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the Minutes from the May 16, 2023, Regular Town Council Meeting.

DESCRIPTION:

The minutes from the May 16, 2023, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - May 16, 2023

ORAFT

Minutes Town of Little Elm 100 W Eldorado Parkway Little Elm, Texas 75068 214-975-0404 http://www.littleelm.org

REGULAR TOWN COUNCIL MEETING TUESDAY MAY 16, 2023 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Neil Blais; Council Member Jamell Johnson; Council

Member Tony Singh; Mayor Pro Tem Lisa Norman; Council Member Michael McClellan; Council

Member Andrew Evans; Council Member Michel Hambrick

Staff

Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Present: Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kate Graham, Assistant to the

Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Robert Brown, Town

Attorney; Rodney Harrison, Police Chief

1. Roll Call/Call to Order Regular Town Council Meeting.

Meeting was called to order at 6:00 p.m.

A. Invocation.

Council Member Nei Blais gave the invocation.

Mayor Cornelious held a moment of silence in rememberance of the victims of the shooting in Allen, TX.

В. Pledge to Flags.

2. **Public Comments**

Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.007, Texas Government Code.

None.

3. Presentations. A. Present a Proclamation Declaring May 14 through 20, 2023 as Police Week.

Mayor Cornelious presented the proclamation.

B. Present a Proclamation Declaring May 21 through 27, 2023 as Public Works Week.

Mayor Cornelious presented the proclamation.

C. Present a Proclamation Declaring May 20 through 26, 2023 as Safe Boating Week.

Mayor Cornelious presented the proclamation.

D. Recognition of Outgoing Council Members.

Mayor Cornelious recognized outgoing Council Member Michael McClellan.

- 4. Regular Items.
 - A. Present, Discuss and Consider Action on Resolution No. 0516202301 Canvassing the Returns and Declaring the Results of a General Election held on Saturday, May 6, 2023, for the Following Purposes: Elect One (1) Town Council Member from Place 5 for a Three (3) Year Term; Elect One (1) Town Council Member from Place 6 for a Three (3) Year Term; Making Other Declarations and Finding Other Matters in Connection with the Said Elections as Set Forth Herein; Finding that All Matters Set Forth Herein are True and Correct; and Providing for an Immediate Effective Date.

Motion by Council Member Michael McClellan, seconded by Mayor Pro Tem Lisa Norman **to approve Resolution No. 0516202301.**

Vote: 6 - 0 - Unanimously

B. Present the Certificate of Election and Administer the Statement of Officer and Oath of Office for Andrew Evans, Council Member Place 5.

The Mayor presented the Certificate of Election and the Town Secretary administered the oaths.

C. Present the Certificate of Election and Administer the Statement of Officer and Oath of Office for Michel Hambrick, Council Member Place 6.

The Mayor presented the Certificate of Election and the Town Secretary administered the oaths.

5. **Consent Agenda**

All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

Motion by Council Member Neil Blais, seconded by Council Member Jamell Johnson **to** approve the Consent Agenda.

Vote: 7 - 0 - Unanimously

- A. Consider Action to Approve the Minutes from the May 2, 2023 Regular Council Meeting.
- B. Consider Action to Approve Resolution No. 0516202302 regarding the Appointment of the Town of Little Elm Planning & Zoning Commission as the Capital Improvements Advisory Committee.
- C. Consider Action to Approve the **Wood Family Dog Park Expansion Agreement, including the Donation of Funds.**
- D. Consider Action to Approve an Interlocal Cooperation Contract between the Texas Parks and Wildlife Department (TPWD) and the Town of Little Elm, Texas for the proposed "Town of Little Elm Kayak Launch".
- E. Consider Action to Approve the Release and Abandonment of Existing Easements located within proposed Phase 9 of the Union Park Subdivision.
- 6. **Regular Items.**
 - A. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1709 Regarding a**Request to Rezone Approximately 4.13 Acres of Land, Currently Zoned as Light Commercial
 (LC), Generally Located at 26784 E. University Drive, within Little Elm's Town Limits, in Order to
 Establish a New Planned Development District Based on Light Commercial (LC) District
 Requirements with Modified Uses and Development Standards to Allow for New Commercial
 Development with Auto Repair Focusing on Electrical Vehicles.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1709:

Motion by Council Member Jamell Johnson, seconded by Council Member Neil Blais to open the public hearing and leave open until the June 6, 2023 meeting.

Vote: 7 - 0 - Unanimously

Director of Development Services Fred Gibbs requested this item by tabled until June 6, 2023.

Open Public Hearing: 6:20 p.m.
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1709:

B. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Matthew Rinker with Buckman Partnership LTD.**

Motion by Council Member Neil Blais, seconded by Mayor Pro Tem Lisa Norman *to table until the June 6, 2023 meeting.*

Vote: 7 - 0 - Unanimously

C. Present, Discuss, and Consider Action to Approve a **Development Agreement Amendment** between the Town of Little Elm and Denton Independent School District.

Director of Development Services Fred Gibbs gave an overview of the item in the attached presentation.

Motion by Council Member Jamell Johnson, seconded by Council Member Neil Blais **to** approve the Development Agreement.

Vote: 7 - 0 - Unanimously

7. Convene in Executive Session pursuant to Texas Government Code:

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

No Executive Session.

8. Reconvene into Open Session

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

9. Adjourn.

Meeting was adjourned at 6:22 p.m.

Respectfully,

Caitlan Biggs

Town Secretary

Passed and Approved this 6th day of June 2023.



Agenda Item #: 5. B.

Department: Finance

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the Quarterly Investment Report for the period ending March 31, 2023.

DESCRIPTION:

The purpose of this item is to provide Town Council an overview of the Town's cash and invested balances for the fiscal period ending March 31, 2023.

BUDGET IMPACT:

Interest earnings through the second quarter of the Fiscal Year 2022-2023 was \$1,704,115 for the reporting period of January through March 2023 with the year-do-date total earnings reflecting \$2,705,356. This is the highest investment earnings earned compared to the last three years of investment earnings.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Memo to TM Qtrly Investment Report 03.31.2023 LE Quarterly Investment Report as of 3.31.2023

MEMORANDUM

TO: MATTHEW MUELLER, TOWN MANAGER

FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER

SUBJECT: INVESTMENT REPORT FOR QUARTER ENDING MARCH 31, 2023

CC: MAYOR AND COUNCIL

Attached is the Quarterly Investment Report for the first quarter ending March 31, 2023 Fiscal Year 2022-2023. This report complies with the requirements of the Town's Investment Policy and the Public Fund's Investment Act as amended. For the period ending March 31, 2023, the Town's portfolio consisted of the following investments:

			Percent of
Portfolio by Type	Average Yield	Total Invested	Total
Money Market - Independent Financial	4.95%	\$85,173,447.65	49.53%
TexPool/TexPool Prime/LOGIC Prime	4.65%	47,896,545.70	27.85%
Certificate of Deposit	4.476%	8,337,537.35	4.89%
US Treasury Notes	2.833%	7,345,525.00	4.33%
US Agency Bonds	2.718%	22,557,020.00	13.34%
Total Portfolio (Avg)	3.92%	\$171,350,075.70	100.00%

The Town has been actively diversifying the investment portfolio in order to minimize risk of over 50% of funds in one portfolio type as well as capturing a better yield. As interest rates are following the federal government increasing rates, the Town is actively participating in other higher yield investments. All Funds on deposit with Independent Financial are fully secured and safeguarded as well as collateralized. Total interest earned for the second quarter ending March 31, 2023 was \$1,704,115. The Town's year-to-date interest earnings for Fiscal Year 2022-2023 reflects \$2,708,356.

Total cash and investments for the period ending March 31, 2023 was \$171,350,075.70. The variance increase of \$7,350,395.65 from the last quarterly investment report is primarily due to the timing of property taxes collected. The cash flow is important for Finance to monitor in order to provide cash availability for expenditures while minimizing risk, preventing early redemptions of investments, and maximizing interest earnings.

The Town's current portfolio has significant resources available for same day access in order to cover normal and seasonal operational costs. The Town's investment and cash management strategy will be to maintain operational and capital needs in money market accounts and liquid asset pools but investing in other instruments in order to capitalize on interest earnings while keeping risk to a minimum. The Town's funds are swept to the above accounts and withdrawn as needed for operational cash flow requirements.

The total portfolio yield fiscal year-to-date is 3.92%. While some benchmarks to reference the US Treasury T-bill rates for 3 months is 4.68%; 1 year is 4.43%; and a 2 year is 4.20% as of the date of this report. The

FINANCE DEPARTMENT QUARTERLY INVESTMENT REPORT

Town's portfolio yield at the time of this report does not exceed the 3 month bench mark but will continue to improve as we continue to invest in safe investments outlined in the Town's investment policy.

2023 Q2 Economic Recap and Rate Outlook

The minutes to the March 22nd FOMC meeting revealed Fed policymakers, while united in voting for another quarter point hike, had scaled-back expectations for additional increases this year. Committee members were mindful of the potential negative impact on the economy as a result of banking system turmoil which began less than two weeks before the meeting took place. Some members did consider holding rates steady in March, but ultimately opened the door to pause in May, while emphasizing the need for flexibility during highly uncertain periods.

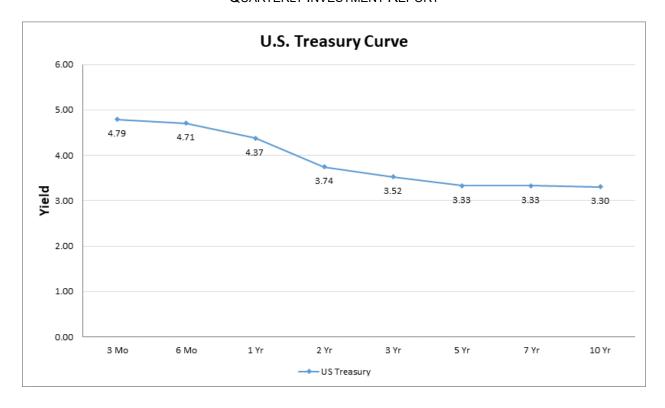
Fed staff projects a mild recession beginning later this year, but the possibility of a contraction does not seem to be a primary concern for committee members who are actively orchestrating a slowdown. The minutes offered no real surprises, which is being interpreted as somewhat dovish. Since incoming data will ultimately drive policy decisions, the stale minutes are of little value. Fortunately, Fed officials have another 10 days to offer opinions before the next pre-meeting "quiet period" begins.

Last week, St Louis Fed President James Bullard told members of the Arkansas Bankers Association that financial system stress remains relatively low, focusing more on the stronger-than-expected economy and inflation that remains "too high." Bullard, one of the Fed's more outspoken members, is not a voting member in 2023 but is clearly leaning toward additional tightening.

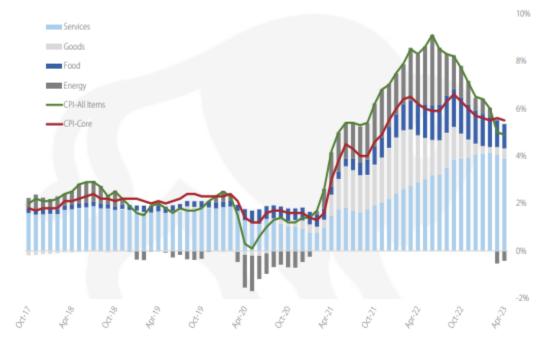
Earlier this week, several other central bankers provided differing opinions. Philadelphia Fed President Patrick Harker reminded an audience at the University of Pennsylvania that the impact of rate hikes can take as long as 18 months to work their way through the economy. Harker added that the committee will watch incoming data to determine what, if any, additional action is required.

Also this week, Chicago Fed President Austan Goolsbee, appearing before the Chicago Economics Club, said the FOMC should proceed with caution, calling for prudence and patience during periods of financial stress. Both Goolsbee and Harker are voting members this year and seem to be in the wait-and-see camp.

FINANCE DEPARTMENT QUARTERLY INVESTMENT REPORT



Consumer Price Index (Year-over-Year Percent Change)



Source: Bureau of Labor Statistics

FINANCE DEPARTMENT QUARTERLY INVESTMENT REPORT



Quarterly Investment Report

For the Quarter Ended March 31, 2023

Prepared by the Town of Little Elm Finance Department

Overview of the Quarterly Investment Report

Funds on deposit with depository bank are fully collateralized.

- YTD Cash and Investments on hand: \$171,350,075.70
 - o 49.53% in depository bank
 - o 27.85% invested in Pools
 - 4.88% invested in CDs
 - 4.36% invested in US Treasury Notes
 - o 13.37% invested in US Agency Bonds
- Interest Earnings
 - o \$2,708,356 YTD
 - o \$1,704,115 January-March 2023
- Average Yield on Portfolio
 - o 3.92% YTD
 - o 3.17% at end of 1st Quarter FY 2022-2023
- Average Yield Benchmarks
 - 4.68% Three Month Rolling Treasury Yield
 - o 4.43% One Year Rolling Treasury Yield
 - 4.645% TexPool/Logic Average Yield
- Certification of Investment Policy (Government Treasurers' Organization of Texas)
 - o Awarded for 2-year period ending March 31, 2024
 - Town has obtained re-certification

The investment portfolio of the Town of Little Elm is in compliance with the Public Funds Investment Act and the investment Policy and Strategies.

Kelly Wilson

Kelly Wilson, Chief Financial Officer

Betty Pamplin

Betty Pamplin, Assistant Director of Finance

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 3/31/2023

PERFORMA	NCE	12/31/2022	3/31/2023
Yield to Maturity @ Cos		3.17%	3.92%
TREASURY			
	3 Month	4.40%	4.68%
	1 Year	4.50%	4.43%
	2 Year	4.60%	4.20%



Investment Policy Compliance

Authorized Investments	Compliance
Certficiate of Deposit Negotiable	Yes
Commercial Paper	Yes
Guaranteed Investment Contracts	Yes
Local Government Investment Pools	Yes
Municipal Bonds Texas	Yes
Municipal United States	Yes
Mutual Funds	Yes
Repuchase Agreements	Yes
US Agency	Yes
US Treasury	Yes

	Days	Compliance
Maturity Range not to exceed 5 Years	202	Yes

MISSION

Effective cash management is recognized as essential to good fiscal management. A comprehensive and effective cash management system will be pursued to optimize investment interest as viable and material revenue to all operating and capital funds. The Town's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with local, state and federal law.

The Town of Little Elm, Texas, is in full compliance with the investment policy and strategy, and the Public Funds Investment Act | Chapter 2256.005 (n), Government Code, Section 404.024.

Kelly Wilson

Kelly Wilson, Chief Finance Officer

Betty Pamplin

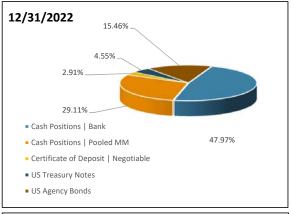
Betty Pamplin, Assistant Director of Finance

Investment Portfolio Summary

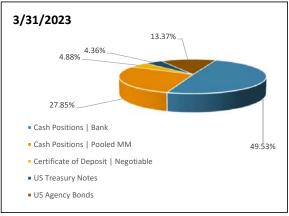
Quarter Ending 3/31/2023



Investment Policy Compliance						
Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	47.97%	3.59	1	79,087,249.58	79,087,249.58	79,087,249.58
Cash Positions Pooled MM	29.11%	3.74	1	48,005,016.82	48,005,016.82	48,005,016.82
Certificate of Deposit Negotiable	2.91%	3.12	248	4,805,000.00	4,805,000.00	4,768,018.65
US Treasury Notes	4.55%	2.83	395	7,500,000.00	7,441,932.77	7,290,425.00
US Agency Bonds	15.46%	2.56	224	25,500,000.00	25,390,945.83	24,848,970.00
_	100.00%	3.17%	174	164,897,266.40	164,730,145.00	163,999,680.05



Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	49.53%	4.95	1	85,173,447.65	85,173,447.65	85,173,447.65
Cash Positions Pooled MM	27.85%	4.65	1	47,896,545.70	47,896,545.70	47,896,545.70
Certificate of Deposit Negotiable	4.88%	4.48	483	8,397,000.00	8,397,000.00	8,377,537.35
US Treasury Notes	4.36%	2.83	305	7,500,000.00	7,441,932.77	7,345,525.00
US Agency Bonds	13.37%	2.72	218	23,000,000.00	22,922,995.83	22,557,020.00
·	100.00%	3.92%	202	171.966.993.35	171.831.921.95	171.350.075.70



Investment Policy Compliance

Authorized Investments	Compliance
Certficiate of Deposit Negotiable	Yes
Commercial Paper	Yes
Guaranteed Investment Contracts	Yes
Local Government Investment Pools	Yes
Municipal Bonds Texas	Yes
Municipal United States	Yes
Mutual Funds	Yes
Repuchase Agreements	Yes
US Agency	Yes
US Treasury	Yes

	Days	Compliance
Maturity Range not to exceed 5 Years	202	Yes

Town of Little Elm Portfolio Holdings Investment Portfolio - by Asset Category As of 3/31/2023

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Cash Positions Bank Investments								•		•	
Independent Bank Pooled Cash MM	MM5236	03/31/2023	4.950	80,678,766.89	80,678,766.89	80,678,766.89	80,678,766.89	N/A	1	0	46.95%
Independent Bank Section 125 MM	MM3949	03/31/2023	5.040	72,138.38	72,138.38	72,138.38	72,138.38	N/A	1	0	0.04%
Independent Bank Dispersal Funds MM	MM3595	03/31/2023	4.960	1,671.06	1,671.06	1,671.06	1,671.06	N/A	1	0	0.00%
Independent Bank American Recovery Act MM	MM7177	03/31/2023	4.950	1,980,519.76	1,980,519.76	1,980,519.76	1,980,519.76	N/A	1	0	1.15%
Independent Bank CIP Reserve MM	MM7607	03/31/2023	4.950	2,440,248.75	2,440,248.75	2,440,248.75	2,440,248.75	N/A	1	0	1.42%
Independent Bank Emergicon MM	MM7737	03/31/2023	4.860	102.81	102.81	102.81	102.81	N/A	1	0	0.00%
Sub Total / Average Cash Positions Bank Investments			4.952	85,173,447.65	85,173,447.65	85,173,447.65	85,173,447.65		1	0.00	49.57%
Cash Positions MM Pool Investments		•	•	•			•	•	•	•	
TexPool Consolidated Ops LGIP	LGIP449	03/31/2023	4.451	7,719,329.34	7,719,329.34	7,719,329.34	7,719,329.34	N/A	1	0	4.49%
TexPool Prime Consolidated Ops LGIP	LGIP590	03/31/2023	4.684	7,474,231.59	7,474,231.59	7,474,231.59	7,474,231.59	N/A	1	0	4.35%
TexPool Prime 2020 CO Bond LGIP	LGIP590	03/31/2023	4.684	289,761.52	289,761.52	289,761.52	289,761.52	N/A	1	0	0.17%
LOGIC Prime 2021 CO Bond LGIP	LGIP6001	03/31/2023	4.703	22,207,325.96	22,207,325.96	22,207,325.96	22,207,325.96	N/A	1	0	12.92%
LOGIC Prime 2022 CO Bond LGIP	LGIP6002	03/31/2023	4.703	10,205,897.29	10,205,897.29	10,205,897.29	10,205,897.29	N/A	1	0	5.94%
Sub Total / Average Cash Positions MM Pool Investments			4.645	47,896,545.70	47,896,545.70	47,896,545.70	47,896,545.70		1	0.00	27.87%
Certificate of Deposit Negotiable											
Ally Bank Sandy Utah	02007GUA9	06/27/2022	2.850	240,000.00	240,000.00	240,000.00	235,936.80	12/29/2023	273	1,705.32	0.14%
Bank Hapoalim BM New York	06251S4G2	06/27/2022	3.000	240,000.00	240,000.00	240,000.00	236,200.80	12/29/2023	273	1,795.07	0.14%
Jeanne D Arc Federal Credit Union	472207AB5	06/27/2022	3.200	240,000.00	240,000.00	240,000.00	234,789.60	06/28/2024	455	21.04	0.14%
American Express National Bank	02589AD41	06/27/2022	3.300	240,000.00	240,000.00	240,000.00	234,885.60	07/01/2024	458	1,996.27	0.14%
Seneca Savings	817178AC0	07/06/2022	2.400	240,000.00	240,000.00	240,000.00	239,899.20	04/06/2023	6	394.52	0.14%
Winter Hill Bank, FSB	975875BD6	07/07/2022	2.400	240,000.00	240,000.00	240,000.00	239,899.20	04/06/2023	6	378.74	0.14%
Evansville Teachers Fredit Credit Union	299547BA6	07/07/2022	3.000	240,000.00	240,000.00	240,000.00	238,699.20	07/07/2023	98	591.78	0.14%
Metro Credit Union	59161YAV8	07/13/2023	3.000	240,000.00	240,000.00	240,000.00	238,620.00	07/13/2023	104	591.78	0.14%
Essential Federal Credit Union	29669XAL2	09/30/2022	4.250	240,000.00	240,000.00	240,000.00	237,991.20	04/01/2024	367	27.95	0.14%
Sallie Mae Bank	795451BP7	07/06/2022	3.300	240,000.00	240,000.00	240,000.00	234,818.40	07/08/2024	465	1,822.68	0.14%
Vystar Credit Union	92891CCN0	09/30/2022	4.350	240,000.00	240,000.00	240,000.00	236,760.00	09/30/2025	914	858.08	0.14%
Valley National Bank	919853HM6	12/29/2022	4.400	240,000.00	240,000.00	240,000.00	239,988.00	04/03/2023	3	2,661.70	0.14%
Goldman Sachs Bank	38150VDM8	01/06/2023	3.000	240,000.00	240,000.00	240,000.00	236,126.40	01/08/2024	283	1,656.99	0.14%
Farmers Insurance Group FCU	30960QAM9	01/18/2023	5.000	240,000.00	240,000.00	240,000.00	239,736.00	01/18/2024	293	427.40	0.14%
Uncle CU	90307LAA2	01/17/2023	4.850	240,000.00	240,000.00	240,000.00	239,455.20	01/17/2024	292	446.47	0.14%
Bankwell Bank	06654BER8	03/15/2023	5.300	240,000.00	240,000.00	240,000.00	240,381.60	03/15/2024	350	557.59	0.14%
Santander Bank, N.A.	80280JVQ1	03/17/2023	5.250	237,000.00	237,000.00	237,000.00	237,272.55	03/15/2024	350	477.25	0.14%
United Heritage CU	91334AAM5	03/21/2023	5.200	240,000.00	240,000.00	240,000.00	240,196.80	03/21/2024	356	0.00	0.14%
Banesco USA	05988ACD2	03/22/2023	5.250	240,000.00	240,000.00	240,000.00	240,312.00	03/22/2024	357	310.68	0.14%
Grow Financial FCU	39981MAC6	03/24/2023	5.350	240,000.00	240,000.00	240,000.00	240,549.60	03/25/2024	360	246.25	0.14%
State Bank of India	856285Y39	03/23/2023	5.300	240,000.00	240,000.00	240,000.00	240,583.20	05/23/2024	419	278.79	0.14%
Synovus Bank	87164DVT4	03/16/2023	5.200	240,000.00	240,000.00	240,000.00	240,544.80	09/16/2024	535	512.88	0.14%
Berkshire Bank	084601YR8	03/17/2023	5.200	240,000.00	240,000.00	240,000.00	240,547.20	09/17/2024	536	478.68	0.14%
Wellls Fargo Bank, National Association	949764AK0	03/17/2023	5.250	240,000.00	240,000.00	240,000.00	240,724.80	09/17/2024	536	483.29	0.14%
First Technology FCU	33715LET3	03/24/2023	5.350	240,000.00	240,000.00	240,000.00	241,087.20	09/24/2024	543	246.25	0.14%
M&T Bank	564759SC3	03/17/2023	5.250	240,000.00	240,000.00	240,000.00	241,303.20	03/17/2025	717	483.29	0.14%

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Asset Category
As of 3/31/2023

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Morgan Stanley Bank, National Association	61690U3A6	03/16/2023	5.250	240,000.00	240,000.00	240,000.00	241,303.20	03/17/2025	717	517.81	0.14%
Morgan Stanley Private Bank, National Association	61768EQP1	03/16/2023	5.250	240,000.00	240,000.00	240,000.00	241,303.20	03/17/2025	717	517.81	0.14%
University CU	914242AB8	03/17/2023	5.150	240,000.00	240,000.00	240,000.00	240,868.80	03/17/2025	717	474.08	0.14%
Westmark CU	960576AB2	03/17/2023	5.250	240,000.00	240,000.00	240,000.00	241,310.40	03/17/2025	717	483.29	0.14%
One Community Bank	682325DE2	03/21/2023	5.150	240,000.00	240,000.00	240,000.00	240,880.80	03/21/2025	721	338.63	0.14%
BMW Bank of North America	05580AX58	03/17/2023	5.100	240,000.00	240,000.00	240,000.00	240,950.40	09/17/2025	901	469.48	0.14%
Signature Bank of Arkansas	82669LKF9	03/24/2023	5.100	240,000.00	240,000.00	240,000.00	240,974.40	09/24/2025	908	234.74	0.14%
Affinity Plus FCU	00833AAC4	03/20/2023	5.050	240,000.00	240,000.00	240,000.00	240,984.00	03/20/2026	1,085	365.26	0.14%
Truliant FCU	89789AAH0	03/22/2023	5.150	240,000.00	240,000.00	240,000.00	241,653.60	03/23/2026	1,088	304.77	0.14%
Sub Total / Average Certificate of Deposit Negotiable			4.476	8,397,000.00	8,397,000.00	8,397,000.00	8,377,537.35		483	23,156.61	4.89%
US Treasury Notes											
US T-Note	912828R28	3/25/2022	1.682	2,500,000.00	2,498,437.50	2,514,709.94	2,494,250.00	4/30/2023	30	16,945.79	1.46%
US T-Note	9128286R6	3/25/2022	2.238	2,500,000.00	2,500,585.94	2,523,117.02	2,437,600.00	4/30/2024	396	23,463.40	1.47%
US T-Note	912828Y87	12/7/2022	4.578	2,500,000.00	2,404,105.81	2,404,105.81	2,413,675.00	7/31/2024	488	7,130.52	1.40%
Sub Total / Average US Treasury Notes			2.833	7,500,000.00	7,403,129.25	7,441,932.77	7,345,525.00		305	47,539.71	4.33%
US Agency Bonds		•	•	•					•		
FHLB	3130APQN8	11/22/2021	0.625	5,000,000.00	5,000,000.00	5,000,000.00	4,861,150.00	11/22/2023	236	11,197.92	2.91%
FHLB	3130AQQT3	2/23/2022	1.100	8,000,000.00	8,000,000.00	8,000,000.00	7,741,120.00	2/23/2024	329	9,288.89	4.66%
FHLB	3130ARRU7	4/28/2022	2.212	5,000,000.00	5,000,000.00	5,000,000.00	4,993,600.00	4/28/2023	28	26,250.00	2.91%
FHLB	313384JV2	12/9/2022	4.853	2,500,000.00	2,423,545.83	2,423,545.83	2,461,400.00	7/31/2023	122	0.00	1.41%
FHLB	3130AU5T7	12/9/2022	4.802	2,500,000.00	2,499,450.00	2,499,450.00	2,499,750.00	4/9/2024	375	37,177.78	1.45%
Sub Total / Average US Agency Bonds			2.718	23,000,000.00	22,922,995.83	22,922,995.83	22,557,020.00		218	83,914.59	13.34%
Total / Average			3.925	171,966,993.35	171,793,118.43	171,831,921.95	171,350,075.70		202	154,610.91	1.00

Investment Portfolio Summary

Quarter Ending 3/31/2023

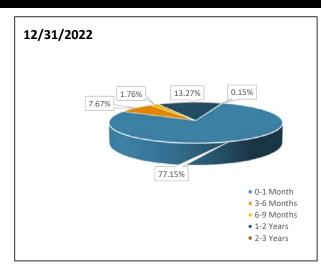


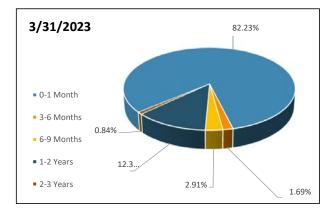
Investment Policy Compliance Mat	urity Range			
Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	77.15%	3.66	1	127,092,266.40
3-6 Months	7.67%	2.70	72	12,627,659.94
6-9 Months	1.76%	3.62	198	2,903,545.83
1-2 Years	13.27%	3.02	464	21,866,672.83
2-3 Years	0.15%	435.00	1004	240,000.00
	100.00%	3.47%	174	164,730,145.00

Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	82.23%	3.24	5	141,304,703.29
3-6 Months	1.69%	3.62	108	2,903,545.83
6-9 Months	2.91%	0.63	236	5,000,000.00
1-2 Years	12.33%	4.44	453	21,183,672.83
2-3 Years	0.84%	4.98	936	1,440,000.00
-	100.00%	3.38%	202	171.831.921.95

Investment Policy Compliance

_	Authorized Investments	Days	Compliance
	Maturity Range not to exceed 5 Years	202	Yes





Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Maturity Range
As of 3/31/2023

Description	CUSIP/Ticker	Maturity Date	Days To Maturity	Settlement Date	Book Value	Market Value	% of Portfolio	
-1 Month								
Independent Bank Pooled Cash MM	MM5236	3/31/2023	1		80,678,766.89	80,678,766.89	46.95%	
Independent Bank Section 125 MM	MM3949	03/31/2023	1		72,138.38	72,138.38	0.04%	
Independent Bank Dispersal Funds MM	MM3595	03/31/2023	1		1,671.06	1,671.06	0.00%	
Independent Bank American Recovery Act MM	MM7177	03/31/2023	1		1,980,519.76	1,980,519.76	1.15%	
Independent Bank CIP Reserve MM	MM7607	03/31/2023	1		2,440,248.75	2,440,248.75	1.42%	
Independent Bank Emergicon MM	MM7737	03/31/2023	1		102.81	102.81	0.00%	
TexPool Consolidated Ops LGIP	LGIP449	03/31/2023	1		7,719,329.34	7,719,329.34	4.49%	
TexPool Prime Consolidated Ops LGIP	LGIP590	03/31/2023	1		7,474,231.59	7,474,231.59	27.87%	
TexPool Prime 2020 CO Bond LGIP	LGIP590	03/31/2023	1		289,761.52	289,761.52	0.17%	
LOGIC Prime 2021 CO Bond LGIP	LGIP6001	03/31/2023	1		22,207,325.96	22,207,325.96	12.92%	
LOGIC Prime 2022 CO Bond LGIP	LGIP6002	03/31/2023	1		10,205,897.29	10,205,897.29	5.94%	
Seneca Savings	817178AC0	04/06/2023	6	07/06/2022	240,000.00	239,899.20	0.14%	
Winter Hill Bank, FSB	975875BD6	04/06/2023	6	07/07/2022	240,000.00	239,899.20	0.14%	
Valley National Bank	919853HM6	04/03/2023	3	12/29/2022	240,000.00	239,988.00	0.14%	
US T-Note	912828R28	04/30/2023	30	03/25/2022	2,514,709.94	2,494,250.00	1.46%	
FHLB	3130ARRU7	04/28/2023	28	04/28/2022	5,000,000.00	4,993,600.00	2.91%	
Total / Average 0-1 Month			5		141,304,703.29	141,277,629.75	82.23%	
3-6 Month								
Evansville Teachers Fredit Credit Union	299547BA6	7/7/2023	98	7/7/2022	240,000.00	238,699.20	0.14%	
Metro Credit Union	59161YAV8	7/13/2023	104	7/13/2023	240,000.00	238,620.00	0.14%	
FHLB	313384JV2	7/31/2023	122	12/9/2022	2,423,545.83	2,461,400.00	1.41%	
Total / Average 3-6 Months			108		2,903,545.83	2,938,719.20	1.69%	
6-9 Months								
FHLB	3130APQN8	11/22/2023	236	11/22/2021	5,000,000.00	4,861,150.00	2.91%	
Total / Average 6-9 Months			236		5,000,000.00	4,861,150.00	2.91%	
1-2 Years								
Ally Bank Sandy Utah	02007GUA9	12/29/2023	273	6/27/2022	240,000.00	235,936.80	0.14%	
Bank Hapoalim BM New York	06251S4G2	12/29/2023	273	6/27/2022	240,000.00	236,200.80	0.14%	
Jeanne D Arc Federal Credit Union	472207AB5	6/28/2024	455	6/27/2022	240,000.00	234,789.60	0.14%	
American Express National Bank	02589AD41	7/1/2024	458	6/27/2022	240,000.00	234,885.60	0.14%	
Essential Federal Credit Union	299547BA6	04/01/2024	367	09/30/2022	240,000.00	237,991.20	0.14%	
Sallie Mae Bank	59161YAV8	07/08/2024	465	07/06/2022	240,000.00	234,818.40	0.14%	
Goldman Sachs Bank	38150VDM8	01/08/2024	283	01/06/2023	240,000.00	236,126.40	0.14%	
Farmers Insurance Group FCU	30960QAM9	01/18/2024	293	01/18/2023	240,000.00	239,736.00	0.14%	

Town of Little Elm Portfolio Holdings Investment Portfolio - by Maturity Range As of 3/31/2023

Description	CUSIP/Ticker	Maturity Date	Days To Maturity	Settlement Date	Book Value	Market Value	% of Portfolio
Bankwell Bank	06654BER8	03/15/2024	350	03/15/2023	240,000.00	240,381.60	0.14%
Santander Bank, N.A.	80280JVQ1	03/15/2024	350	03/17/2023	237,000.00	237,272.55	0.14%
United Heritage CU	91334AAM5	03/21/2024	356	03/21/2023	240,000.00	240,196.80	0.14%
Banesco USA	05988ACD2	03/22/2024	357	03/22/2023	240,000.00	240,312.00	0.14%
Grow Financial FCU	39981MAC6	03/25/2024	360	03/24/2023	240,000.00	240,549.60	0.14%
State Bank of India	856285Y39	05/23/2024	419	03/23/2023	240,000.00	240,583.20	0.14%
Synovus Bank	87164DVT4	09/16/2024	535	03/16/2023	240,000.00	240,544.80	0.14%
Berkshire Bank	084601YR8	09/17/2024	536	03/17/2023	240,000.00	240,547.20	0.14%
Wellls Fargo Bank, National Association	949764AK0	09/17/2024	536	03/17/2023	240,000.00	240,724.80	0.14%
First Technology FCU	33715LET3	09/24/2024	543	03/24/2023	240,000.00	241,087.20	0.14%
M&T Bank	564759SC3	03/17/2025	717	03/17/2023	240,000.00	241,303.20	0.14%
Morgan Stanley Bank, National Association	61690U3A6	03/17/2025	717	03/16/2023	240,000.00	241,303.20	0.14%
Morgan Stanley Private Bank, National Association	61768EQP1	03/17/2025	717	03/16/2023	240,000.00	241,303.20	0.14%
University CU	914242AB8	03/17/2025	717	03/17/2023	240,000.00	240,868.80	0.14%
Westmark CU	960576AB2	03/17/2025	717	03/17/2023	240,000.00	241,310.40	0.14%
US T-Note	9128286R6	04/30/2024	396	03/25/2022	2,523,117.02	2,437,600.00	1.47%
US T-Note	912828Y87	07/31/2024	488	12/07/2022	2,404,105.81	2,413,675.00	1.40%
FHLB	3130AQQT3	02/23/2024	329	02/23/2022	8,000,000.00	7,741,120.00	4.66%
FHLB	3130AU5T7	04/09/2024	375	12/09/2022	2,499,450.00	2,499,750.00	1.45%
Total / Average 1-2 Years			453		21,183,672.83	20,830,373.55	12.33%
2-3 Years							
Vystar Credit Union	92891CCN0	9/30/2025	914	9/30/2022	240,000.00	236,760.00	0.14%
One Community Bank	682325DE2	3/21/2025	721	3/21/2023	240,000.00	240,880.80	0.14%
BMW Bank of North America	05580AX58	9/17/2025	901	3/17/2023	240,000.00	240,950.40	0.14%
Signature Bank of Arkansas	82669LKF9	9/24/2025	908	3/24/2023	240,000.00	240,974.40	0.14%
Affinity Plus FCU	00833AAC4	3/20/2026	1,085	3/20/2023	240,000.00	240,984.00	0.14%
Truliant FCU	89789AAH0	3/23/2026	1,088	3/22/2023	240,000.00	241,653.60	0.14%
Total / Average 2-3 Years			936		1,440,000.00	1,442,203.20	0.84%
Total / Average					171,831,921.95	171,350,075.70	1.00

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 3/31/2023



Funds		Par Value	Book Value	Market Value	Accrued Interest
Cash Positions Bank					
Value at	9/30/2022	79,087,249.58	79,087,249.58	79,087,249.58	-
	Net Change	6,086,198.07	6,086,198.07	6,086,198.07	-
Value at	12/31/2022	85,173,447.65	85,173,447.65	85,173,447.65	-
Cash Positions Pool Investr	nents				
Value at	9/30/2022	48,005,016.82	48,005,016.82	48,005,016.82	-
	Net Change	(108,471.12)	(108,471.12)	(108,471.12)	-
Value at	12/31/2022	47,896,545.70	47,896,545.70	47,896,545.70	-
Certificate of Deposit Nego	tiable				
Value at	9/30/2022	4,805,000.00	4,805,000.00	4,768,018.65	24,363.06
	Net Change	3,592,000.00	3,592,000.00	3,609,518.70	(1,206.45)
Value at	12/31/2022	8,397,000.00	8,397,000.00	8,377,537.35	23,156.61
US Treasury Notes					
Value at	9/30/2022	7,500,000.00	7,441,932.77	7,290,425.00	34,513.78
	Net Change	-	-	55,100.00	13,025.93
Value at	12/31/2022	7,500,000.00	7,441,932.77	7,345,525.00	47,539.71
US Government Bonds (Ager	ncies)				
Value at	9/30/2022	25,500,000.00	25,390,945.83	24,848,970.00	64,783.34
	Net Change	(2,500,000.00)	(2,467,950.00)	(2,291,950.00)	19,131.25
Value at	12/31/2022	23,000,000.00	22,922,995.83	22,557,020.00	83,914.59
Total Portfolio		Par Value	Book Value	Market Value	Accrued Interest
Value at	9/30/2022	164,897,266.40	164,730,145.00	163,999,680.05	123,660.18
	Net Change	7,069,726.95	7,101,776.95	7,350,395.65	30,950.73
Value at	12/31/2022	171,966,993.35	171,831,921.95	171,350,075.70	154,610.91

TOWN OF LITTLE ELM

Investment Portfolio Interest Earnings

Quarter Ending 3/31/2023



Interest Earnings

Investment Type	FY 2020 Interest Earnings	FY 2021 Interest Earnings	FY 2022 Interest Earnings	FY2023 Q1 Interest Earnings	Jan-23	Feb-23	Mar-23	FY 2023 Interest Earnings
Cash Positions Bank	922,000	497,865	685,298	605,737	315,992	327,088	359,329	1,608,146
Cash Positions Pooled	185,688	15,186	308,396	452,517	181,270	171,340	193,686	998,813
Investments	216,427	142,045	212,135	-54,013	59,993	74,794	20,622	101,396
Total Cash and Investments	1,324,115	655,096	1,205,829	1,004,241	557,255	573,223	573,638	2,708,356



Agenda Item #: 5. C.

Department: Finance

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the Fiscal Year 2022-2023 Unaudited Quarterly Budget Report for the Quarter Ending March 31, 2023.

DESCRIPTION:

The purpose of this item is to provide Town Council a report of the financial performance of the Town regarding the Budgeted Revenue and Expenditures for the 2nd Quarter of the Fiscal Year 2022-2023.

BUDGET IMPACT:

As of March 31, 2023, the budget for all major funds target of 50%. Through the second quarter of the fiscal year reflect the majority of the property tax collections, which is a major revenue stream for the Town. The Town's is reporting property tax collection rate of 98.68%. In the General Fund the second major revenue stream is sales tax and provides indication of how the economy is doing. To date, sales tax collected and reported by the Town has exceeded projected budgeted sales tax revenue by 2.92%. Building permits is another indicator of how well the growth of the community is doing. We are not at the same level as we were last year and the Town anticipated this by lowering the projected budgeted revenue. YTD single family building permits issued through 2nd Quarter FY 2022-2023 is 300 while we issued through 2nd quarter of FY 2021-2022 of last year 650 single family permits. The report reflect this and was anticipated by staff by reducing permit revenue in our 2023 budget. The Utility fund is on target with their billed revenue for services. As we approach the summer months the revenue will increase due to increase consumption of water. Finance monitors the amount of water purchases to our take or pay amount. At this time, Finance does not anticipate the Town to exceed the take or pay amount with NTMWD based on the data trends to date.

RECOMMENDED ACTION:

Staff recommends approval.

Quarterly Budget to Actual Memo-Q2 FY 2023 Q2 GF and Utility Fund Summary Q2 Park and Rec Fund Summary

MEMORANDUM

TO: MATT MUELLER, TOWN MANAGER

FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER

SUBJ: BUDGET REPORT FOR PERIOD MARCH 31, 2023

CC: MAYOR AND COUNCIL

The attached is Budget to Actual Information for the fiscal period ending March 31, 2023. This period ending represents 50% of the Town's fiscal year. This information is unaudited and provides a snapshot of our financial information in a budgetary basis.

<u>Cash and Investment Position</u>: The Town is in excellent cash position. All idle funds are in interest bearing accounts or secured investments. For further detailed information, please review the quarterly investment report.

<u>Budget:</u> At March 31, 2023, the budget is as follows for major funds with the **target at 50%**; the major funds are presented in summary below. The YTD figure includes actual expenditures. This report does not reflect encumbrances for purchases.

Revenues:

Major Funds – Sources	Budget	YTD	% Earned
General Fund	\$ 47,217,021	\$ 38,217,433	80.20%
Park and Recreation Fund	4,678,200	1,947,637	41.60%
Street Maintenance Fund	1,678,983	596,188	35.50%
Water and Sewer Fund	21,277,929	9,431,111	44.30%
Solid Waste Fund	4,125,881	1,801,586	43.70%
Storm Drainage System Fund	755,285	349,797	46.30%

Expenditures:

Major Funds - Uses	Budget	YTD	% Used
General Fund	\$ 54,260,839	\$ 29,497,354	54.40%
Park and Recreation Fund	5,018,859	2,750,485	54.80%
Street Maintenance Fund	2,280,377	1,765,377	77.40%
Water and Sewer Fund	21,820,120	12,119,081	55.50%
Solid Waste Fund	4,029,338	3,034,313	75.30%
Storm Drainage System Fund	703,181	185,022	26.30%

<u>General Fund Revenue and Expense Summary:</u> The total all sources of revenue in the General Fund year-to-date is \$38,217,433 or 80.20% of budgeted revenues of \$47,217,021. Compared to this time last year, the General Fund year-to-date revenues was 82% of budgeted revenues. Operationally, the Town's

FINANCE DEPARTMENT BUDGET REPORT

revenue through the 2nd quarter of the fiscal year is in line with our budgeted projections. Ad Valorem property tax collections as of March 31, 2013 reflect \$39,415,774 or 98.68% on a tax levy of \$39,940,407. Property Tax collections typically start in October and spike with collections in December and January. The Town reports the collected property tax net of obligations to the various economic development incentives that are accounted for throughout the year. The Town is seeing through our 2nd quarter in building permit revenue less than this time last year and tracking behind the target of 50% of the Town's budgeted revenue. The total building permit revenue collected to date reflects \$1,293,989 or 46.20% of the \$2,800,000 annual budgeted revenue. The Town has collected strong sales tax revenue. As of the date of this report, the Town has received an additional 2.92% more than budgeted sales tax and continues to exceed last year's collections. Total General Fund Expenditures are \$29,497,354, which includes encumbers of \$3,962,774. Total expenditures represent 54.40% of the budgeted \$54,260,839.

General Fund and Debt Service Fund Property Taxes:

The Property Tax collections for the fiscal year are received through December are:

General & Debt	General Fund	YTD Actual	Debt Service Fund	YTD Actual
Current Levy	\$22,061,362	\$26,516,430	\$7,126,155	\$8,391,469
Penalty and Interest	50,000	43,159	15,000	11,950
Prior Year Property Taxes	25,000	50,000	20,000	12,271
Total	\$22,136,362	\$26,609,588	\$7,161,155	\$8,415,691

<u>Sales Tax</u>: The Town's total sales tax budget (2 cents) is \$13,351,865. On an accrual basis, the Town is reporting sales tax receipts as it is earned. Sales Tax received in October and November was accrued back into FY2022 as it was actually earned for sales for the months of August and September. The table below summaries total sales tax collections through May 2023. The figures below do not include any reduction to Sales Tax associated with any development, 380 or economic development agreements.

Fiscal Year	Total Sales Tax Received	1¢ City	.50¢ EDC	.25¢ CDC	.25¢ SMF
2023 Budget	13,351,865.00	6,675,933.00	3,337,966.00	1,668,983.00	1,668,983.00
2023 Actual	7,101,714.67	3,550,857.34	1,775,428.67	887,714.33	887,714.33

<u>Interest Earnings and Cash Position:</u> The Town's funds are fully invested and secure. Total interest earned year to date ending March 31, 2023 was \$2,708,356. Total cash and investments on hand for the period ending September 30, 2022 are \$171,350,076. (See Cash and Investment Report for more detail)

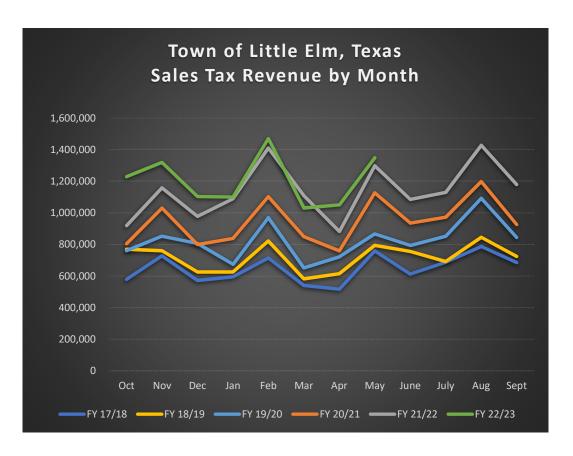
Water and Sewer Fund: The Town's Water-Wastewater Utility YTD revenue as of March 31, 2023 is \$9,431,111 or 44.30% of budget revenues of \$21,277,929. The Town implemented a multi-year rate plan that goes out to 2024. This year water payers saw an increase of 2% in water rates. Sewer rates remained unchanged. Water sales total \$4,846,912 or 41.60% of the total budgeted amount of \$11,647,483. Actual expenditures for the year as of March 31, 2023 are \$12,119,081, which includes encumbrances of \$4,732,941 or 55.50% of the total amended budget amount of \$21,820,120. The water purchases take or

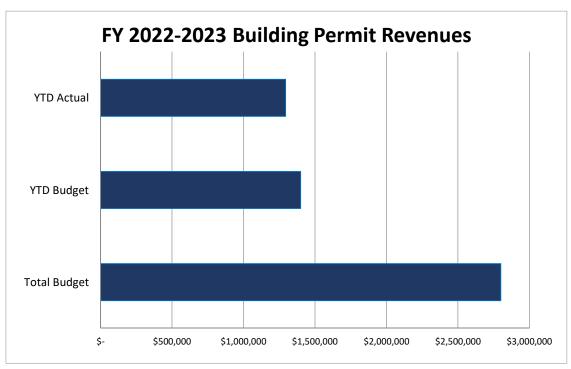
FINANCE DEPARTMENT BUDGET REPORT

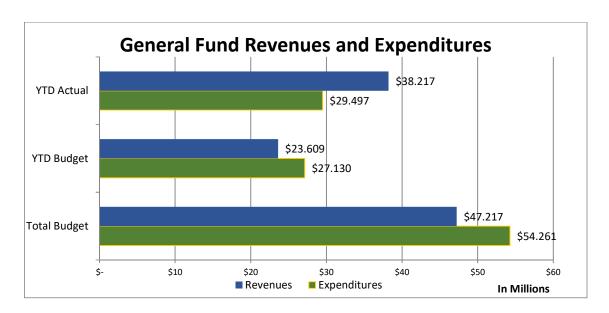
pay budget reflects \$6,274,356 or 49.46% of the budget. The town is reporting the water purchases through the 2nd quarter of \$3,104,175. The Town of Little Elm has billed 1.003 million gallons of water through the 2nd quarter of FY 2023 and has purchased 1.116 million gallons of water for the fiscal year from NTMWD.

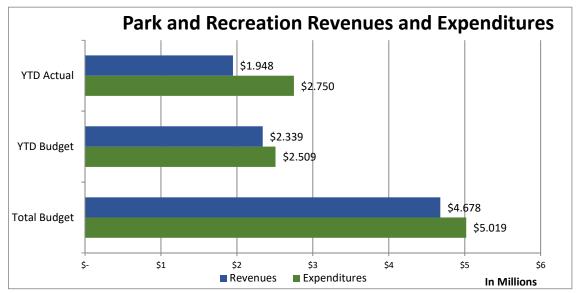
	Oct-	22	Nov-	22	Dec-22			
	WATER	SEWER	WATER	SEWER	WATER	SEWER		
# of Accts Residential	12,038	11,778	12,041	11,777	12,026	11,768		
#of Accts Commercial	448	226	446	225	449	228		
Consumption-Residential	127,809,000	76,266,000	103,672,000	76,950,000	75,118,000	76,831,000		
Consumption-Commercial	39,824,000	5,643,000	29,804,000	5,245,000	17,536,000	4,533,000		
Average Residential Water								
Consumption	10,617		8,610		6,246			
Billed (\$) Residential	\$ 1,057,542	\$608,234	\$ 894,980	\$612,211	\$ 701,195	\$611,944		
Billed (\$) Commercial	\$ 275,521	\$31,589	\$ 215,675	\$29,712	\$ 136,290	\$26,526		
Total Billed (\$)	\$1,333,063	\$639,823	\$1,110,656	\$641,923	\$837,485	\$638,470		
Rainfall	4.36		5.62		1.94			

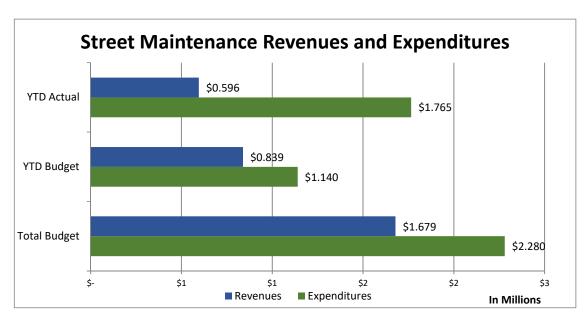
	Jan-23		Feb-23		Mar-23	
	WATER	SEWER	WATER	SEWER	WATER	SEWER
# of Accts Residential	12,095	11,836	12,090	11,830	12,090	11,830
#of Accts Commercial	445	228	454	231	454	231
Consumption-Residential	74,619,000	77,380,000	77,733,000	77,822,000	63,949,000	71,724,000
Consumption-Commercial	15,037,000	4,736,000	16,383,000	5,825,000	14,398,000	4,801,000
Average Residential Water Consumption	6,169		6,430		5,289	
Billed (\$) Residential	\$ 701,668	\$ 615,802	\$ 720,892	\$ 617,919	\$ 628,528	\$ 589,253
Billed (\$) Commercial	\$ 121,373	\$ 27,496	\$ 131,858	\$ 32,633	\$ 120,581	\$ 27,833
Total Billed (\$)	\$ 823,041	\$ 643,298	\$ 852,750	\$ 650,551	\$ 749,109	\$ 617,087
Rainfall	1.37		3.67		2.15	

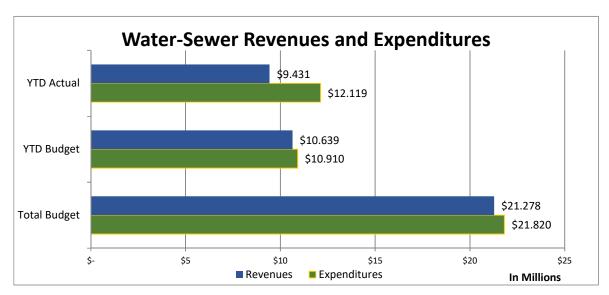


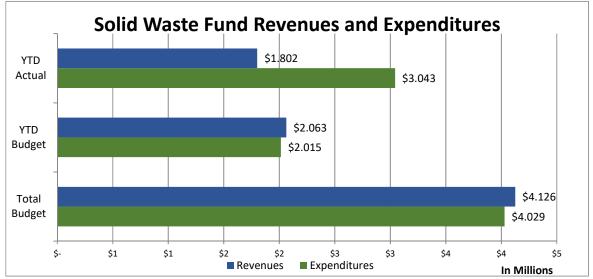


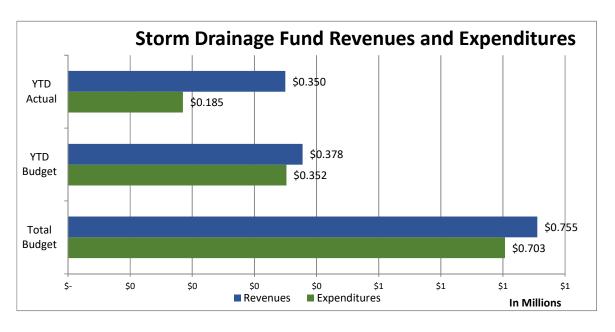






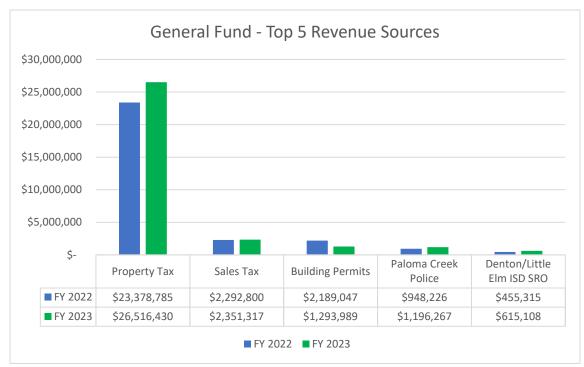


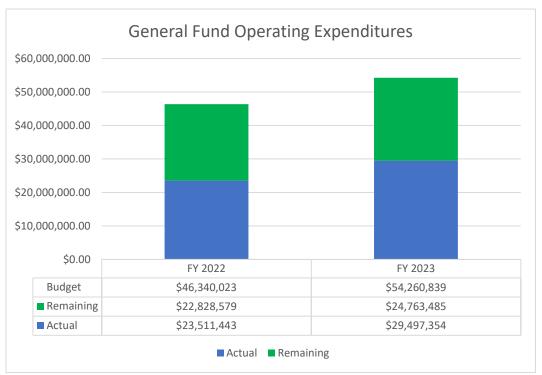






Q2 General Fund Revenue and Expenditure Summary

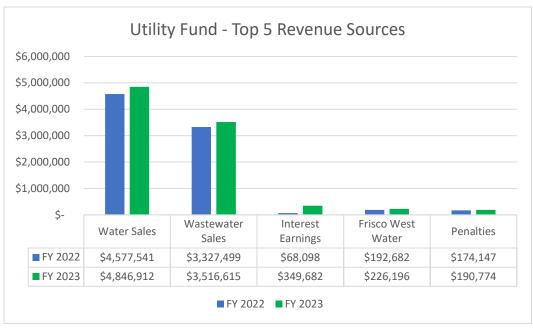


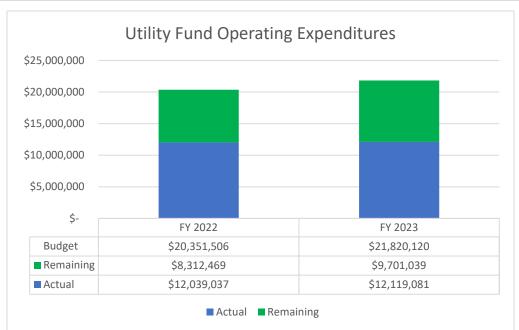


Category	Prior	Year Budget	Prio	r Year Actual	Adopted	Amended	YTD Total	Remaining
General Government	\$	9,711,829	\$	6,213,014	\$ 7,194,303	\$11,266,043	\$ 7,980,829	71%
Community Services	\$	3,727,975	\$	1,628,458	\$ 4,533,968	\$ 4,604,158	\$ 1,877,853	41%
Culture and Recreation	\$	3,190,500	\$	1,548,455	\$ 3,936,959	\$ 3,916,959	\$ 1,903,472	49%
Public Safety	\$	26,232,985	\$	12,269,268	\$30,135,211	\$30,476,634	\$15,226,967	50%
Public Works	\$	3,476,734	\$	1,852,247	\$ 3,931,039	\$ 3,997,045	\$ 2,508,234	63%



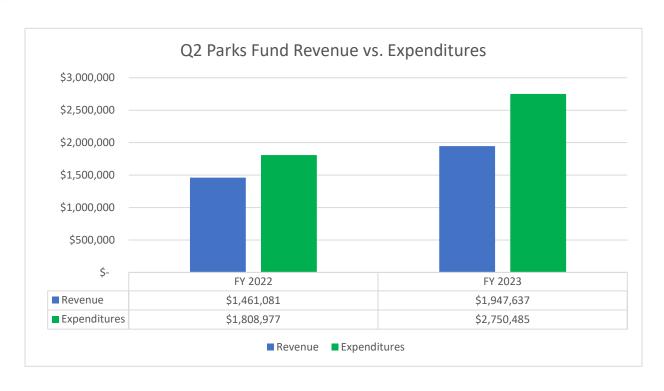
Q2 Utility Fund Revenue and Expenditure Summary

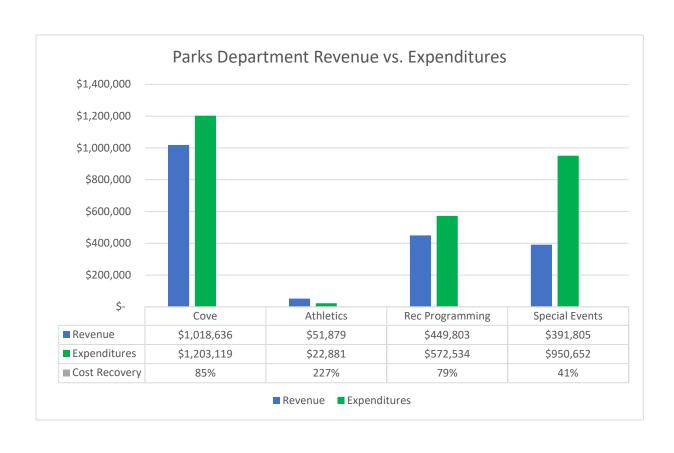




Category	Prior	Year Budget	Prior	Year Actual	Adopted	Amended	YTD Total	R	emaining
Water Operations	\$	9,572,587	\$	7,570,730	\$10,405,152	\$10,417,378	\$ 7,808,417	\$	2,608,961
Wastewater Collection	\$	989,804	\$	552,161	\$ 1,033,514	\$ 1,079,250	\$ 381,961	\$	697,290
Wastewater Treatment	\$	2,704,783	\$	1,590,035	\$ 2,906,507	\$ 2,906,507	\$ 1,804,221	\$	1,102,286
Utility Admin	\$	802,570	\$	393,781	\$ 1,069,934	\$ 1,109,747	\$ 444,076	\$	665,671
Utility I&S	\$	4,326,140	\$	691,160	\$ 4,291,370	\$ 4,291,370	\$ 636,785	\$	3,654,585
Utility Billing	\$	1,202,689	\$	911,023	\$ 1,031,889	\$ 1,320,668	\$ 872,293	\$	448,375
Utility CIP	\$	499,000	\$	419,454	\$ 654,000	\$ 695,200	\$ 171,328	\$	523,872

FY 2023 Q2 Parks and Rec Fund Revenue and Expenditure Summary







Date: 06/06/2023

Agenda Item #: 5. D.

Department: Administrative Services

Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors

Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action on Resolution No. 0606202301 Approving Submission of the Grant Application for Body-Worn Cameras to the Office of the Governor.

DESCRIPTION:

In an effort to aid the Little Elm Police Department in their endeavor to have available to Little Elm Police Officers Body-Worn Cameras, grant funding is being sought from the Office of the Governor, Criminal Justice Division Justice Assistance Grant in the amount of \$128,499.40.

BUDGET IMPACT:

The grant is for reimbursement of 25% of the total cost. Funds to be expended within one year of award. Funding for the Town's commitment will be funded from Police's operating equipment line item in the General Fund.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0606202301 - Body-Worn Camera Grant Application

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0606202301

A RESOLUTION BY THE TOWN OF LITTLE ELM APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR BODY-WORN CAMERA FOR FISCAL YEAR 2024.

WHEREAS, The Town Council of the Town of Little Elm finds it in the best interest of the citizens of the Town of Little Elm that the Body-Worn Camera program be operated for 2024; and

WHEREAS, The Town Council of the Town of Little Elm agrees to provide applicable matching funds for the said project by the Office of the Governor grant application; and

WHEREAS, the Town Council of the Town of Little Elm agrees that in the event of loss or misuse of the Office of the Governor funds, the Town Council of the Town of Little Elm assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the Town Council of the Town of Little Elm designates the Town Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. Approves submission of the grant application for Body-Worn Camera Program to the Office of the Governor.

Grant Number 0606202301

PASSED AND APPROVED this 6th day of June, 2023.

	Curtis J. Cornelius, Mayor Town of Little Elm, Texas
ATTEST:	
Caitlan Biggs, Town Secretary	



Date: 06/06/2023

Agenda Item #: 5. E.

Department: Administrative Services

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve Resolution No. 0606202302 Giving Consent to the Issuance of Unlimited Tax Road Bonds and Unlimited Tax Utility Bonds by Highway 380 Municipal Management District No. 1 (Union Park).

DESCRIPTION:

The Highway 380 MMD No. 1 is the district that overlays the Union Park development. The MMD intends to issue \$36,000,000 in Unlimited Tax Road Bonds, Series 2023 and \$11,000,000 Unlimited Tax Utility Bonds. These bonds are to pay for infrastructure improvements of the district. This consent resolution is in accordance with section 375.207 of the Texas Local Government Code and the development agreement between the Town of Little Elm and the Highway 380 MMD No. 1.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0606202302

RESOLUTION NO. 0606202302

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS GIVING CONSENT TO THE ISSUANCE OF UNLIMITED TAX ROAD BONDS AND UNLIMITED TAX UTILITY BONDS BY HIGHWAY 380 MUNICIPAL MANAGEMENT DISTRICT NO. 1, A CONSERVATION AND RECLAMATION DISTRICT LOCATED WITHIN THE CORPORATE BOUNDARIES OF THE TOWN.

WHEREAS, the Town of Little Elm, Texas (the "Town") is a Texas municipal corporation as defined by the Texas Local Government Code; and

WHEREAS, Highway 380 Municipal Management District No. 1 (the "District") is a conservation and reclamation district operating pursuant to Chapter 49 of the Texas Water Code and Chapter 375 of the Texas Local Government Code, and is located within the corporate boundaries of the Town; and

WHEREAS, pursuant to Section 375.207 of the Texas Local Government Code, the District is required to obtain the Town's approval of the issuance of bonds prior to the issuance thereof; and

WHEREAS, the District desires to proceed with the issuance of Highway 380 Municipal Management District No. 1, Unlimited Tax Road Bonds, Series 2023, in an amount not to exceed \$36,000,000, and Unlimited Tax Utility Bonds, Series 2023, in an amount not to exceed \$11,000,000 (collectively, the "Bonds"); and

WHEREAS, the District desires that the Town consent to the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. That the Town Council of the Town hereby specifically gives its written consent to the issuance of the Bonds.

P	PASSED AND APPROVED	by the Town Council of the Town of Little Elm, Texas on
this	day of	, 2023.
		Curtis J. Cornelious, Mayor
ATTEST	Γ:	Town of Little Elm, Texas
Caitlan I	Biggs, Town Secretary	
	Little Elm, Texas	
(SEAL)		



Date: 06/06/2023

Agenda Item #: 5. F.

Department: Administrative Services

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve Resolution No. 0606202303 Supporting the Route for the Texas-New Mexico Power Company's Transmission Line.

DESCRIPTION:

Texas-New Mexico Power Company (TNMP) is proposing to construct a new 138 kV transmission line from a proposed Pilot Point substation. The purpose is to support the rapid load growth in the area, and to increase the reliability of electric service in the area. The proposed alternative routes of the proposed transmission line are reflected in the map attached as Exhibit A. None of the currently proposed transmission routes are located within or adjacent to the Town of Little Elm incorporated limits. This resolution provides the Town's support for the existing proposed routes, but does not prohibit the Town from intervening in the case when filed with the PUC. Town Staff will continue to monitor this project as it moves forward.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0606202303

Exhibit A

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0606202303

A RESOLUTION OF THE TOWN OF LITTLE ELM, TEXAS SUPPORTING ROUTE FOR TEXAS- NEW MEXICO POWER COMPANY'S TRANSMISSION LINE

WHEREAS, Texas-New Mexico Power Company (TNMP) is proposing to construct a new 138 kV transmission line from a proposed Pilot Point substation in Collin, Denton, or Grayson Counties; and

WHEREAS, the Town Council of the Town of Little Elm, Texas (the "City") believes the proposed new transmission line is in the public interest in order to improve the reliability of electric service delivered to residents in or near the Town.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS THAT:

Section 1. Recitals Incorporated

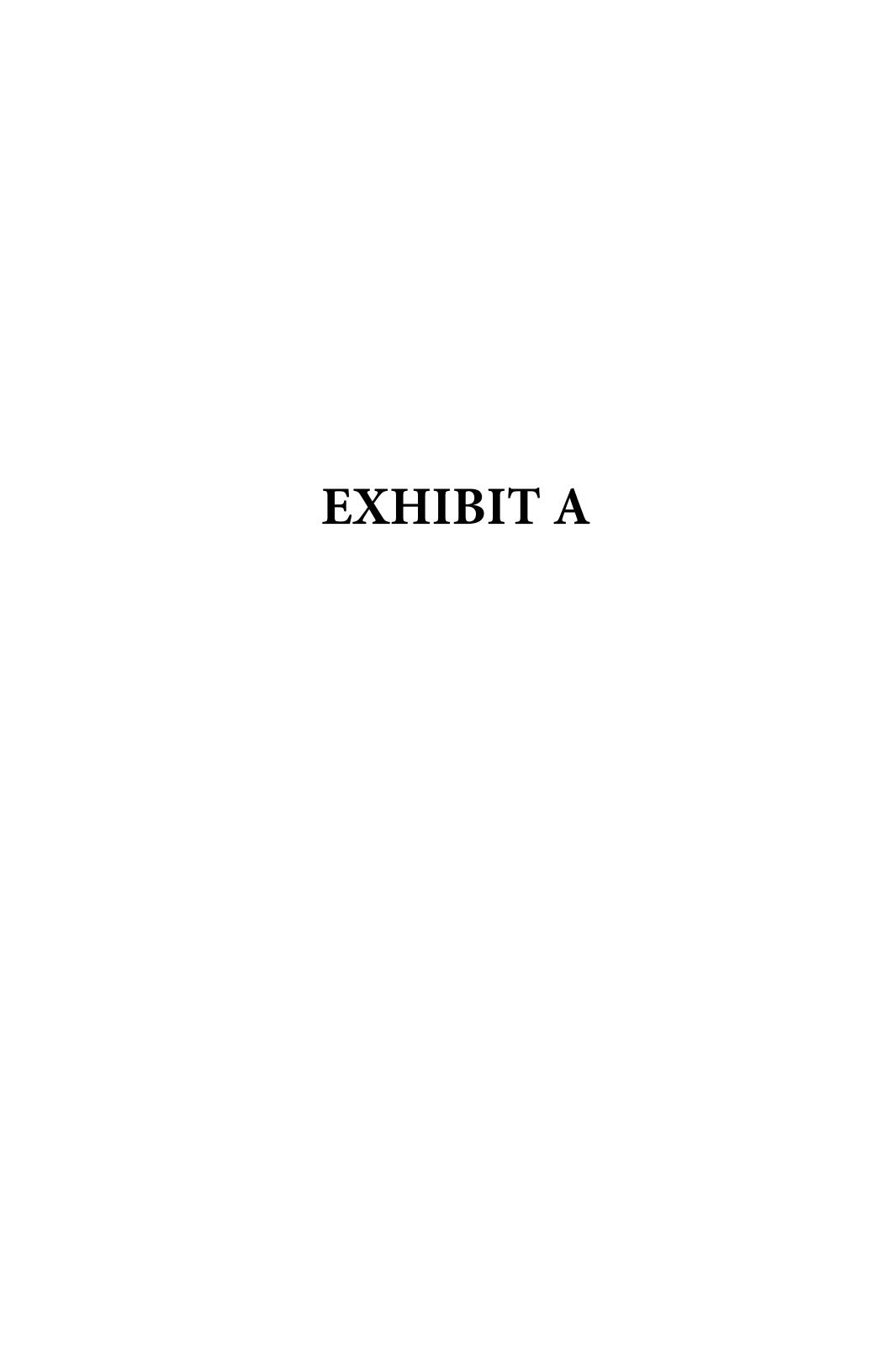
The recitals set forth above are incorporated herein for all purposes as if set forth in full.

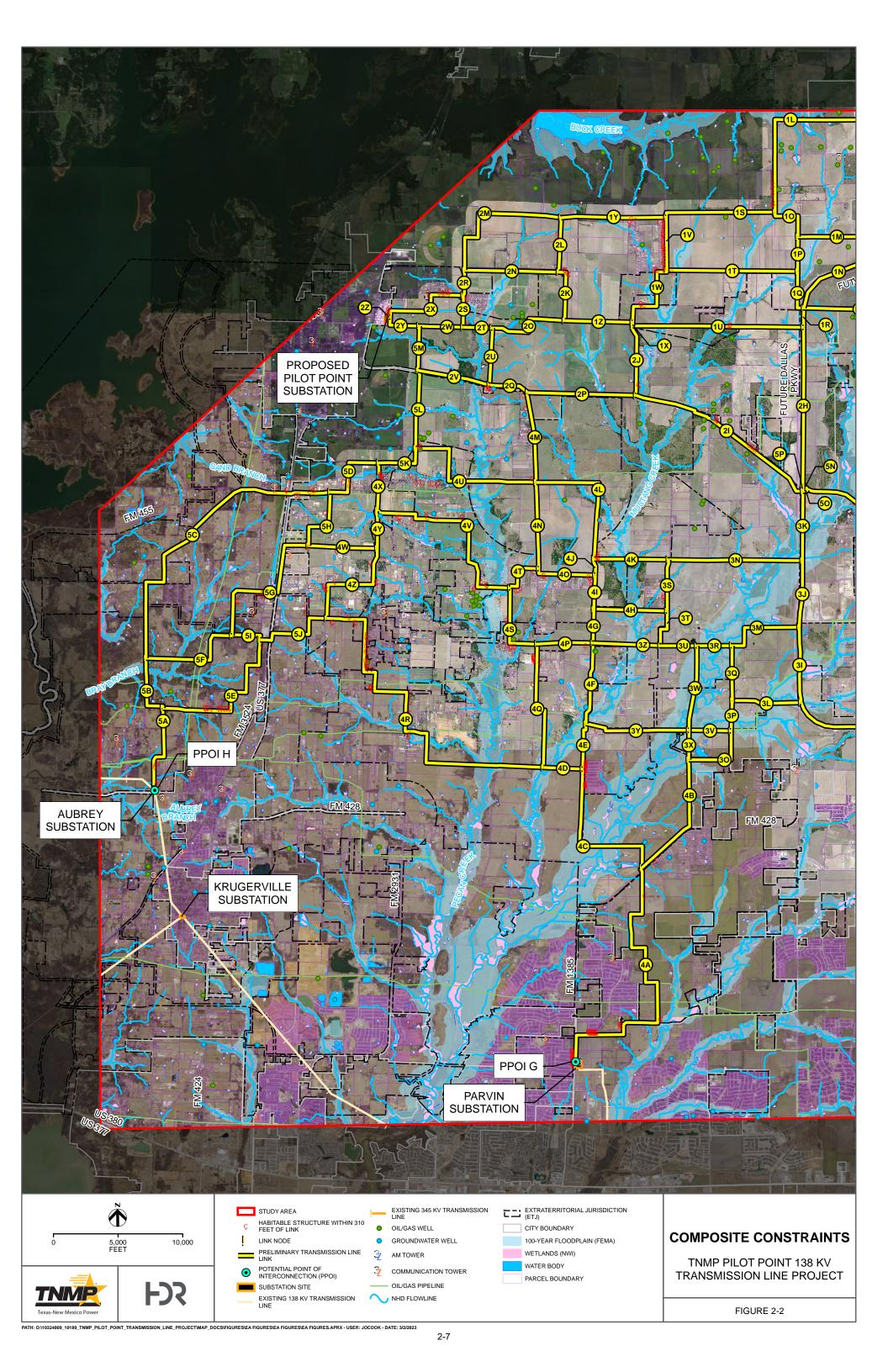
Section 2. Recommendation of Approval

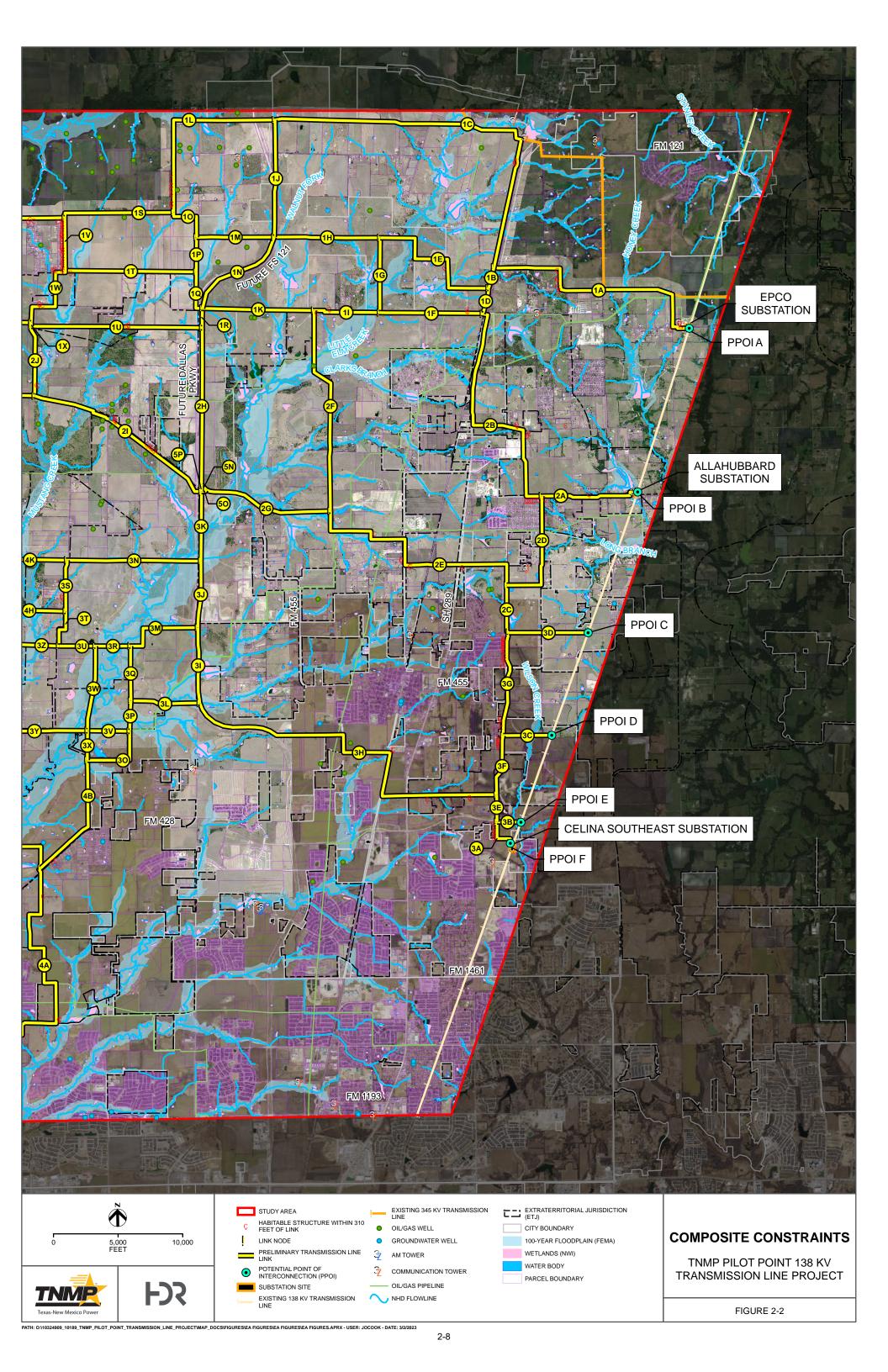
The Town recommends approval of the proposed transmission line to support the rapid load growth in the area, and to increase the reliability of electric service in the area. The proposed alternative routes of the proposed transmission line are reflected in the map attached hereto as Exhibit A.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas, on this 6th day of June 2023.

ATTEST:	APPROVED:
Caitlan Biggs, Town Secretary	Curtis J. Cornelious, Mayor









Date: 06/06/2023

Agenda Item #: 6. A.

Department: Administrative Services

Strategic Goal: Promote and expand Little Elm's identity

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Continue the Public Hearing, Present, Discuss, and Consider Action on Ordinance No.
1709 Regarding a Request to Rezone Approximately 4.13 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located at 26784 E. University Drive, within Little Elm's Town Limits, in Order to Establish a New Planned Development District Based on Light Commercial (LC) District Requirements with Modified Uses and Development Standards to Allow for New Commercial Development with Auto Repair Focusing on Electrical Vehicles.

Public Hearing Opened: May 16, 2023 at 6:20 p.m.

Receive Public Comments:

Close Public Hearing:

Take Action on Ordinance No. 1709:

DESCRIPTION:

Location. Generally located on the southeast corner of the intersection of US Highway 380 and Gardenia Boulevard, within Little Elm's town limits.

Background. The subject property consists of one recently vacant lot (Lot 1), approximately 4.13 acres, annexed into the Town in 2006, currently zoned as Light Commercial (LC) district, and within the 380 Overlay District. Property to the west and south is zoned multifamily and is developed as an apartment complex, which provides a private drive access from US 380, to be utilized by the subject property. The vacant property to the northeast is within the Town's Limited Purpose Annexation Area (LPA), which is not zoned for any use; this property is also owned by the applicant. The property to the southeast is owned by Denton County Fresh Water Supply District 10, which is not intended for development. US Highway 380 runs along the north boundary of the subject property, providing approximately 200 feet of frontage. Across US Highway 380 is more land within the Town's LPA. Due to an existing billboard on the property, there is a visibility easement along the frontage of Highway 380, prohibiting anything over 20 feet in height, including trees, as well as utility easements prohibiting planting anything other than shallow root plant species.

The applicant, Parkwood Collision, specializing in electrical vehicle insurance claim repairs, approached the Town in April 2021 with interest in developing a new facility. Since then, Staff and the applicant's design team have been working to design a site that would allow this use to exist harmoniously with the surrounding properties. According to the town's use chart in Chapter 106, "Auto repair, major or minor", both require an SUP in Light Commercial districts, as well as the 380 Overlay District. Given the limited frontage of the site, dimensions and topology of the property, and restrictive easements, Staff believed the best route forward was to create a Planned Development district to encapsulate both the unique use and proposed modified design standards.

Initial discussions included the adjacent 2.191 acre property, to the northeast, (Lot 2) to be annexed into the Town, in order to provide additional retail and create a cohesive commercial development. However, the Water District was not willing to release the land due to financial considerations, making annexation impossible at this time. Lot 2 still remains in the Limited Purpose Annexation area, where it has been since 2005, and is also now owned by the applicant. Understanding the need to enhance the PD request, the applicant is willing to include Lot 2 in the overall conceptual site plan in order to provide a comprehensive commercial development as envisioned by the Town. Such action will be captured through a subsequent Development Agreement, accompanying this PD to Town Council for approval, and include certain minimum development standards to be applied to the property. This provides the Town with safeguards for quality retail development where previously the Town would have no regulation other than subdivision standards. This is a great opportunity to enhance the development of an area where the Town would otherwise have limited design control, as well as provide continuity along one of our prominent commercial corridors.

Proposal.

Lot 1

The applicant is proposing to rezone the subject property to a new Planned Development (PD) district utilizing Light Commercial (LC) District Standards as the base zoning. The proposed development is for a two-story, 35,332 square-foot building that would function as office and warehouse space for the purpose of electric vehicle repair. Additionally, there will be an outdoor area, both gated and screened, along the east and south side of the building for vehicle storage.

The applicant is proposing to meet all the requirements of the Light Commercial (LC) District with the following requested modifications:

- 1. Waiver to allow glazing below 30% on the East, South, and West facades.
- 2. Waiver to allow Group A percentage to be below 80%, Group B percentage to be above 20%, and allow a maximum of 10% Group C.
- 3. Waiver to reduce the standard parking space width to nine (9) feet.
- 4. Waiver to omit the right-of-way tree planting requirements.
- 5. Waiver to omit the perimeter landscape tree requirements along Gardenia Boulevard.

Lot 2

The applicant is proposing to develop this site comparable to the Light Commercial (LC) district standards. The proposed development is for a one-story, 17,107 square foot building for retail and commercial uses, similar to those allowed within the LC district. There are two large patio areas on each end of the building, ideally for outdoor eating areas. This lot also has one access point along Highway 380 and will be dependent on the already established access point across Lot 1.

The applicant is proposing to meet most of the Town's Design Standards on Lot 2 with very minor exceptions such as building material modifications and ROW screening modifications.

Uses. The Planned Development will allow for all "allowed by right" Light Commercial uses and will

allow for an electric automotive repair center by right, without an SUP, as depicted on the development plans.

Lot Standards. The Planned Development will meet the base zoning district lot requirements such as setbacks, frontage, height, and area.

Design Standards. The following are the proposed design deviations from the LC standard and what is required in the LC District.

Design Standard	Required in LC	Proposed		
Façade glazing	30%	Between 10% and 30%		
Group A materials	Minimum of 80%	Minimum of 60%		
Group B materials	Maximum of 20%	Maximum of 40%		
Group C materials	For Accent only	Maximum of 10%		
Parking spot size	10' x 20'	9' x 20'		

The applicant is also providing unique articulations for the main entrance of the building and continued articulations throughout the public facing north and west facades of the building in order to meet the town's façade articulations requirements.

Landscaping. The development will fully comply with Light Commercial landscaping standards with the modifications as outlined below and provided on the development plans. Interior landscaping Parking lot islands and trees are proposed as required except where the building canopy goes over the parking spaces. Enhanced screening will be provided towards the front of the parking areas to screen these parking stalls in order to offset any visual nuisance from the bay areas.

Parking that is in excess of the required number of parking spaces will be located in the rear of the lot, without parking lot islands, but this will be offset by the provision of additional landscaping area. Staff believes this is an appropriate request because the parking will be screened either by tree plantings or will be located behind a fence, and will generally only be for staff parking or temporary vehicle storage.

Foundation Planting

Foundation planting will be met through enhanced pedestrian features such as plazas, seating areas, and enhanced plantings around the entry of the building.

Perimeter landscaping

The applicant is unable to meet the minimum number of trees within the right-of-way landscape buffer due to utility and billboard easements preventing the installation of trees. Since the billboard visibility easement limits planting to under 20 feet, the applicant is proposing enhanced shrubs and a landscape berm along the right-of-way to meet the intent of the ordinance while staying in compliance with existing easements. Additionally, in an effort to offset the lack of trees along the frontage, the applicant is providing eight eight-inch caliper trees, double of the requirement, within the parking lot islands in front of the building and the perimeter landscaping along the eastern edge of the property.

The applicant is proposing to utilize the existing mature trees along the western boundary of the property, which is a private drive, and the southern boundary with existing trees and shrubbery.

Staff believes this is an acceptable condition as the west side of the property provides existing appropriate tree screening and is only being used as an access drive for the multifamily to the south. Along the southside of the property, there is a large detention pond that serves as a buffer between the proposed and the nearest multifamily building, which is around 400 feet away. Lastly, to the east is either the WCID land that is a detention pond or the adjacent property owned by the same owner. The applicant is still proposing trees along the eastern buffer screen from the adjacent lot.

Parking. Parking requirements for Light Commercial depend on the specific use. The two uses proposed within the PD are Office Space and Warehouse Space.

Use	Spaces Required by Use	Proposed
Office	1 space per 300 sq.ft. (10 spaces)	10 spaces
Warehouse	1 space per 1,000 sq.ft + 1 per employee (49 spaces)	49 spaces

Parking spaces are required to be provided at 10 feet wide and 20 feet long. The applicant is requesting to decrease the parking width to 9 feet, which has been typical within most of the recent PD requests, as this was previously allowed throughout the Town. Staff believes this is an acceptable request given that most of the vehicles parked onsite will be electric vehicles, which are typically narrower than the average vehicle.

Subdivision Requirements. The property will need to be platted and at that time will be determined to be fully within the Town's Subdivision requirements. One requirement is two points of access which is the reason for the alternate site plan. The applicant is currently working with the multifamily development to the south in order to procure approval to install a new curb-cut to provide second access at the rear of the subject property. Should the applicant get permission to connect to the access easement on the adjacent private drive, they will provide two points of access. If they are unable to gain the second point of access on the west, they will have to develop the fire lane loop in the rear of the subject property, as shown on the alternate site plan, as well as the fire lane along the front of the building, connecting to US 380, on the property to the east, all at the time of construction.

Signage. The requested PD will allow the applicant to install one monument sign for both Lot 1 and Lot 2, along the US 380 frontage, to be utilized only by the businesses located on these two properties. Typically, off premise signage is not allowed, but Staff believes that in this case the request decreases the amount of total signs for this frontage, which meets the intent of the sign code. Otherwise, the monument sign, and all other signage on these two properties will follow Chapter 86 Sign Ordinance and Chapter 106 Zoning Ordinance requirements.

Fire. The Fire Marshall has reviewed the proposed development plans, and the alternate site plan, and determined them to be acceptable for the purposes of this rezoning request. This is not an approval of any of the plans for construction.

Engineering. Engineering has reviewed the proposed plans and the alternative and determined them to be acceptable for the purposes of this rezoning request. The applicant is currently working with Elm Ridge Water District to finalize utilization of their water drainage easement that runs through the subject property for drainage.

Comprehensive Plan. The Comprehensive Plan envisions this area as Retail/Commercial uses. This request helps to further the Town' vision for quality development and continued investment into the Town.

Recommended Action to Commission. The 380 Overlay District encompasses one of the Town's major thoroughfares and is therefore identified as a major commercial hub for employment, and meant to stimulate high-quality business and employment opportunities for the region. Lot 2, in the Limited Purpose Annexation Area, was annexed in 2005 for the sole purpose of collecting sales and use taxes, without zoning restrictions on the property. The proposed PD includes the conceptual site plan and development standards for both lots, which generally meet the Town's vision for the area and desire to create a high-quality employment use in a sector that is projected to grow in the coming years as the electric automotive sector grows.

Staff believes that the request for a PD is necessary to allow flexibility within the development standards in order to develop an otherwise challenging site with several limitations. The proposed use typically requires an SUP to ensure mitigation of any potential nuisances. Staff believes that the PD process has sufficiently mitigated any potential nuisances associated with the electrical vehicle repair e. Additionally, the applicant is providing the ability for the town to enter into a development agreement that encapsulates a property within the LPA that would otherwise not be required to follow any of the Town's development standards. This is a unique opportunity to extend the Town's development and use regulations where currently there are none. Additionally, the proposed uses in the LPA are cohesive with the surrounding commercial development.

Staff recommends the Planning and Zoning Commission discuss and weigh the importance of the modifications from which the applicant is requesting to vary and proposed development overall, and consider this request based on the Town's goals and vision in general.

Commission Findings. At their regular meeting on April 20, 2023 the Planning and Zoning Commission discussed the proposed PD request and worked through several concerns, such as classifying the use and establishing a specific definition for the proposed use, identifying details of the business operations focusing primarily on electric vehicle body repair, not mechanical or battery replacement, screening of the rear parking lot, and parking space sizes. Planning and Zoning Commission unanimously (6-0) recommended approval of the request subject the following conditions:

- Lot 2 shall have 10 foot by 20 foot parking spaces in the row along Highway 380.
- 2. Add screening of rear parking lot along access easement on western boundary.
- 3. Classify Use as "Modern Production Collision Repair"

The applicant has addressed the screening by adding a row of Dwarf Burford Holly shrubs 36 inches tall minimum at time of planting long the western fence of the rear parking lot, and the use classification by adding the definition within the proposed PD narrative. Therefore, these conditions will be removed from the recommendation below.

However, the applicant is still requesting the utilize 9-foot wide parking spaces along the frontage of US Highway 380, instead of the recommended 10-foot wide as recommended by the Commission.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1709 Location Map

TOWN OF LITTLE ELM ORDINANCE NO. 1709

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LLIGHT COMMERCIAL DISTRICT, TO A NEW PLANNED DEVELOPMENT - LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A COMMERCIAL "MODERN PRODUCTION DEVELOPMENT FOR COLLISION REPAIR" WITH MODIFIED DEVELOPMENT STANDARDS ON 11.193 ACRES OF LAND GENERALLY LOCATED EAST OF THE INTERSECTION OF FM 423 AND LITTLE ELM PARKWAY: PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; **PROVIDING** A PENALTY; PROVIDING SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for Planned Development-Light Commercial (PD-LC) with modified development standards on approximately 4.13 acres of land, more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is in accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on April 20, 2023 the Planning & Zoning

Commission considered and made recommendations on a request for Planned Development-Light Commercial (PD-LC), (Case No. PD-22-13027); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing Planned Development-Light Commercial (PD-LC) with modified development standards in order to establish a new Planned Development district based on Light Commercial (LC) district requirements with modified uses and development standards to allow for new commercial development with "Modern Production Collision Repair", generally located at 26784 E. University Drive, within Little Elm's town limits, approximately 4.13 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District, unless otherwise specified herein:

a) The Zoning and Land Use Regulations, and all conditions set forth in Exhibit B attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development. In the event of conflict between the provisions of Exhibit B and provisions of any other exhibit, the provisions of Exhibit B control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have

adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 16th day of May, 2023.

	Town of Little Elm, Texas
	Curtis Cornelious, Mayor
ATTEST:	
Caitlan Biggs, Town Secretary	

Exhibit A

Metes and Bounds





METES AND BOUNDS LOT 1, BLOCK A PARKWOOD COLLISION II

WHEREAS, BUCKMAN PARTNERSHIP, LTD., is the sole owner of a 4.1310 acre tract of land located in the Marsella Jones Survey, Abstract No. 662, Town of Little Elm, Denton County, Texas, said 4.1310 acre tract of land being all of a called 4.14 acre tract of land conveyed to BUCKMAN PARTNERSHIP, LTD., by deed thereof filed for record in Denton County Clerk's Instrument No. 2022-103891, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), said 4.1310 acre tract being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set at the most northerly northwest property corner of the said Buckman Partnership tract, same being the northeast property corner of that certain tract of land conveyed to the State of Texas, by deed thereof filed for record in Denton County Clerk's Instrument No. 2019-44425, O.P.R.D.C.T., said beginning point being on the south right-of-way line of U.S. Highway 380 (being a variable width public right-of-way);

THENCE South 89°14'42" East, along the north property line of the said Buckman Partnership tract, same being the said south right-of-way line, a distance of 192.53 feet to a 5/8 inch iron rod with a cap stamped "PETITT RPLS 4087" found at the northeast property corner of the said Buckman Partnership tract, same being the northwest property corner of a called 2.191 acre tract of land conveyed to Savannah 380 Partners, L.P., by deed thereof filed for record in Denton County Clerk's Instrument No. 2005-115878, O.P.R.D.C.T.;

THENCE South 00°53'21" West, along the east property line of the said Buckman tract, in part along the west property line of the said 2.191 acre tract, and in part along the west property line of a called 5.290 acre tract of land conveyed to Denton County Fresh Water Supply District No. 10, a distance of 901.73 feet to a 1/2 inch iron rod found at the southeast property corner of the said Buckman Partnership tract. same being the southwest property corner of the said 5.290 acre tract;

THENCE North 89°04'52" West, along the south property line of the said Buckman Partnership Tract, same being a north lot line of Lot 1, Block A, Mansions at Little Elm, being an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2017-259, O.P.R.D.C.T., a distance of 199.85 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922", set at the southwest property corner of the said Buckman Partnership tract, same being an interior northeast lot corner of said Lot 1;

THENCE North 00°55'08" East, along the west Property line of the said Buckman Partnership tract, same being an east lot line of said Lot 1, a distance of 893.69 feet to a 5/8 inch iron rod with a cap stamped "TXDOT SURVEY MARKER" found at the most westerly northwest property corner of the said Buckman Partnership tract, same being the south property corner of the aforesaid State of Texas tract;

THENCE North 43°15'04" East", along the northwest property line of the said Buckman Partnership tract, same being the southeast property line of the said State of Texas tract, a distance of 10.14 feet to the POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of 4.1310 acres (179,947 square feet) of land, more or less.





METES AND BOUNDS LOT 2, BLOCK A PARKWOOD COLLISION II

BEING a 2.1920 acre tract of land located in Jose Gonzalas Survey, Abstract No. 447, Town of Little Elm, Denton County, Texas, said 2.1920 acre tract being all of a called 2.19 acre tract of land conveyed to BUCKMAN PARTNERSHIP, LTD by special warranty deed thereof filed for record in Denton County Clerk's Instrument Number (Ins. No.) 2022-138948, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), said 2.1920 acre tract of land being herein more particularly described by metes and bounds as follows

BEGINNING at a 5/8" iron rod with cap stamped "PETITT RPLS 4087" found at the northwest property corner of the said 2.19 acre tract, same being the northeast property corner of a called 4.1406 acre tract conveyed to Buckman Partners, LTD by deed thereof filed for record in Ins. No. 2022-103891, O.P.R.D.C.T., said beginning point being on the south right-of-way line of US Highway 380, being a variable width public right-of-way;

THENCE along the north property lines of the said 2.19 acre tract and along the said south right-of-way lines of US Highway 380 the following courses and distances;

South 89°01'20" East, 73.73 feet to a 5/8" iron rod with illegible yellow cap found;

South 83°18'24" East, 200.98 feet to a 5/8" iron rod with pink cap stamped "TXDOT SURVEY MARKER ROW MONUMENT" found;

South 89°06'45" East, 104.35 feet to a 5/8" iron rod with illegible yellow cap found at the northeast property corner of the said 2.19 acre tract, same being the northwest property corner of a called 5.290 acre tract conveyed to Denton County Fresh Water Supply District No. 10 by deed thereof filed for recorded in Ins. No. 2004-119562, O.P.R.D.C.T.;

THENCE along the common property lines of the said 2.19 acre tract and the said 5.290 acre tract the following courses and distances;

South 30°54'03" West, 309.59 feet to a 1/2" iron rod with illegible yellow cap found;

South 52°38'12" West, 130.39 feet to a 1/2" iron rod found;

South 86°54'43" West, 78.05 feet to a 5/8" iron rod with illegible yellow cap found;

North 16°22'17" West, 144.66 feet to a 1/2" iron rod with yellow cap stamped "CBG SURVEYING" found at the most westerly southwest property corner of the said 2.19 acre tract, same being the most westerly northwest property corner of the said 5.290 acre tract, said iron found also being on the east property line of the said 4.1406 acre tract;

THENCE, North 00°53'21" East, along the west property line of the said 2.19 acre tract and along the said east property line of the 4.1406 acre tract, 236.51 feet to the POINT OF BEGINNING containing 2.1920 acres (95,482 square feet) of land more or less.

Exhibit B

PD Standards

Exhibit C

Development Plans

PD ORDINANCE NO. 22-13027

Prepared for:

Buckman Partnership, LTD.

Parkwood Collision II

Lot 1 and Lot 2, Block A

26878 East University Drive (US-380)

Little Elm, Texas 75068

Denton County

Prepared by:



Texas Registered Engineering Firm No. F-13660 714 S. Greenville Ave., Suite 100 Allen, TX 75002 Ph: (972) 534-2100

March 2023



Dynamic Engineering Consultants, PC 714 S. Greenville Ave, Suite 100 Allen, TX 75002 T. 972-534-2100

PARKWOOD COLLISION II PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 4.13 acres of land within the Town of Little Elm and 2.19 acres of land within Denton County, more fully described on the legal description attached as Exhibit A (the "Property"). The planned development ("PD") will allow for light commercial uses to enhance the community. These elements will contribute to a high-quality mixed-use development that enhances the natural characteristics of the property, while still providing the highest and best use for the property based on its location and access to major roadways.

It is the intent of this PD to primarily follow the Light Commercial (LC) zoning regulations as the base districts, with modified development standards as outlined within this PD ordinance, therefore amending the existing Town of Little Elm, Texas zoning map. Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of the regulations set forth in the PD, or as may be ascertained through the intent of this PD. As used herein, "Zoning Ordinance" means the comprehensive zoning of the Town of Little Elm, Texas, in effect on the effective date of this Agreement, except otherwise defined in this Agreement. Uses and development regulations specifically modified, designated or included in this PD shall not be subject to amendment after the date of the adoption of this PD (the "Effective Date") (whether through the amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in this PD shall be controlled by the "Zoning Ordinance", unless context provides to the contrary.

Project Location

The proposed PD is located at 26878 University Drive, east of the intersection of US Highway 380 and Gardenia Boulevard. Legal Descriptions (Exhibit A), PD Standards (Exhibit B) and Development Plans (Exhibit C) have been provided. The property is surrounded by multifamily, light commercial, and a detention pond.

Site Plan Required

The Site Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates locations of the proposed buildings and improvements within the Property. Any amendment to the site plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures as set forth in Section 106.04.03, except that the director of planning and development may approve minor revisions which do not alter the basic relationship of the proposed development.

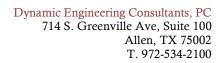




EXHIBIT ALEGAL DESCRIPTIONS





Dynamic Engineering Consultants, PC 714 S. Greenville Ave, Suite 100 Allen, TX 75002 T. 972-534-2100

Exhibit B PD Standards



Dynamic Engineering Consultants, PC 714 S. Greenville Ave, Suite 100 Allen, TX 75002 T. 972-534-2100

GENERAL CONDITIONS FOR PD:

1. Purpose.

The purpose of this Planned Development is to allow the usage of a primarily modern production vehicle collision repair center with a Developer's Agreement to develop the adjacent parcel as a commercial development with a cohesive plan.

2. <u>Use Regulations</u>

No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified under Light Commercial in section 106.05.01(b), "schedule of uses – Non-residential." This PD with a Developer's Agreement will allow the usage of primarily modern production vehicle repair center without the need to submit a specific use permit as outlined within the attached exhibits.

3. Base Zoning District

The permitted uses and standards will be in accordance with the Light Commercial District (LC) zoning and the US 380 Overlay District as defined in the Zoning Ordinance, unless otherwise specified in the PD regulations.

4. Signage

106.04.01 US 380 Overlay District

(g) Signage

Off-premise signage is permitted, in order to allow both lots on the concept plan to utilize a single monument sign.

5. Architectural Standards

All provisions within Sec. 106.06.05 -Architectural Standards for Commercial Structures shall be met except as specified below:

(b) Design Standards.

- (5) All buildings shall be constructed based on the materials outlined in Exhibit C Development Plans.
- (c) Exterior Materials for All Commercial Development.
 - (2) Category A materials are defined as the superior masonry products from which the Town prefers buildings to be predominantly constructed. Unless otherwise provided for in this Chapter, refer to Article VI, Table B Exterior Categories and Materials for Commercial Lot 1 (Parkwood Collision) and Lot 2 (Retail) for acceptable Category A masonry finishing materials.
 - (3) Category B materials are the secondary products that the Town recognizes as materials acceptable for use, but also as products that are less desirable and therefore should not be the predominant material. Unless otherwise provided for in this Chapter, refer to Article VI, Table B Exterior Categories and Materials for Commercial Lot 1 (Parkwood Collision) and Lot 2 (Retail) for acceptable Category B masonry finishing materials.
 - (4) Category C materials are accent products acceptable in limited application for architectural accents and features and for walls on upper stories of multiple story buildings. Unless otherwise provided for in this Chapter, refer to Article VI, Table B Exterior Categories and Materials for Commercial Lot 1 (Parkwood Collision) and Lot 2 (Retail) for acceptable Category C materials.
 - (5) Window glazing percentages as depicted in Exhibit C Development Plans.



ARTICLE VI,	ARTICLE VI, TABLE B			
	ATEGORIES & MATERIALS ERCIAL - Lot 1 (Parkwood Collision)			
Categories	Materials			
A	Brick, stone, or manufactured stone			
В	Architectural Metals, Cast Brick, Split-face CMU, stucco, cementitious fiber board, engineered wood, tilt-wall construction			
С	Wood, tile, glass, EIFS, or other materials as approved by the director			
Prohibited	Plain concrete block, aggregate, vinyl, plastic			

ARTICLE VI, TABLE B			
	TEGORIES & MATERIALS RCIAL – Lot 2 (Retail)		
Categories	Materials		
A	Brick, cast brick, stone, or manufactured stone		
В	Architectural Metals, Split-face CMU, stucco, cementitious fiber board, engineered wood, tilt-wall construction		
С	Wood, tile, glass, EIFS, or other materials as approved by the director		
Prohibited	Plain concrete block, aggregate, vinyl, plastic		



ARTICLE VI, TABLE C

Required Percentages of Exterior Materials For Commercial-Lot 1 (Parkwood Collision) and Lot 2 (Retail)

	Facades	Percentage Breakdown	Definition
Buildings 15,000 square feet or less	Primary	Min. 60% Group A Max. 40% Group B Max 10% Group C	Exterior walls on public street or along an active storefront
	Secondary	Min. 60% Group A Max. 40% Group B Max 10% Group C	Exterior walls NOT clearly visible from a public street or along an active storefront
Buildings greater than 15,000	Primary	Min. 60% Group A Max. 40% Group B Max 10% Group C	Exterior walls on public street or along an active storefront
square feet	Secondary	Min. 60% Group A Max. 40% Group B Max 10% Group C	Exterior walls NOT clearly visible from a public street or along an active storefront





- (f) Building Articulation Design Standards. Primary facades clearly visible from a public street or along an active storefront shall meet the following minimum standards for articulation:
 - (1) Horizontal articulation shall be as depicted on Exhibit C Development Plans.
 - (2) Vertical articulation as depicted on Exhibit C Development Plans.
- (g) Design Standards.
 - (4) Building color
 - i. Building color as depicted on Exhibit C Development Plans.
 - (5) Auxiliary design standards. All structures shall be designed to incorporate no less than four (4) of the architectural elements from the list below. Buildings over 50,000 square feet must include a minimum of five (5) of the referenced architectural elements.

Lot 1 (Parkwood Collision)

- i. Canopies, awnings, porticos with colonnade or arcades;
- ii. Cantilevered shading devices;
- iii. Vertical and horizontal elements (tower, cupola, lighthouse, turret, arches, etc.);
- iv. Variation in window size and placement;
- v. Outdoor patios and/or courtyards (landscaped and furnished);
- vi. Decorative ornamentation integrated into the building façade, such as recessed brick work and the utilization of metal panel on the façade;
- vii. Other architectural features approved by the Director.

Lot 2 (Retail)

- i. Canopies, awnings, porticos with colonnade or arcades;
- ii. Pilasters with a wainscot;
- iii. Vertical and horizontal elements (tower, cupola, lighthouse, turret, arches, etc.);
- iv. Decorative ornamentation integrated into the building façade, such as the lit LED cove, recessed brick work and the utilization of metal panel on the façade;
- v. Other architectural features approved by the Director.
- The architectural exhibit for Lot 1 & Lot 2 provided in this PD is incorporated herein to demonstrate the proposed elevations to be constructed. Minor variations that do not significantly alter the intent of this exhibit may be administratively approved at the discretion of the Director of Development Services.

6. <u>Site Development Standards</u>

106.06.18 Commercial Landscape Requirements

All provisions within Sec. 106.06.18 - Commercial Landscape Requirements shall be met except as specified herein and shown on the plans.



(a) Interior Landscape Requirements

(3) Parking Lot Islands and Terminus ROW Islands.

The parking lot island location and tree requirements shall not be required where there is a canopy on the building which prevents trees from being planted. However, enhanced screening shall be provided to best screen the view of these parking stalls.

(4) Parking Lot Island Spacing.

Parking which is above and beyond the required parking and within a secured area shall not be required to adhere to the parking lot island spacing requirements. The provision of the required landscape area shall be satisfied by the additional landscape area over the required total.

(b) Foundation Planting and Other Landscaping

Foundation planting shall not be required as it is not recommended for tree plantings and irrigation to be near the building foundation. Due to the soil conditions of this area with shrink/swell factors, planting trees and thus irrigation could potentially cause building foundation issues. Foundation planting requirements may be satisfied with Town approval of pedestrian features such as plazas, seating areas, and outdoor recreation facilities. Examples of pedestrian features are shown below which includes an enhanced building corner that includes a covered patio and provides outdoor seating as well as a canopy attached to the building to provide shade.









(d) Perimeter Landscape Requirements

(5) Minimum number of trees within ROW landscape buffers.

The minimum number of trees within the right-of-way landscape buffers shall not be required where easements prevent the plantings of the required trees. As a concession, enhanced landscape screening shrubs, ornamental trees, and three (3) foot high berms can be provided along the frontage to enhance the landscaping.

(6) Landscape buffers between properties.

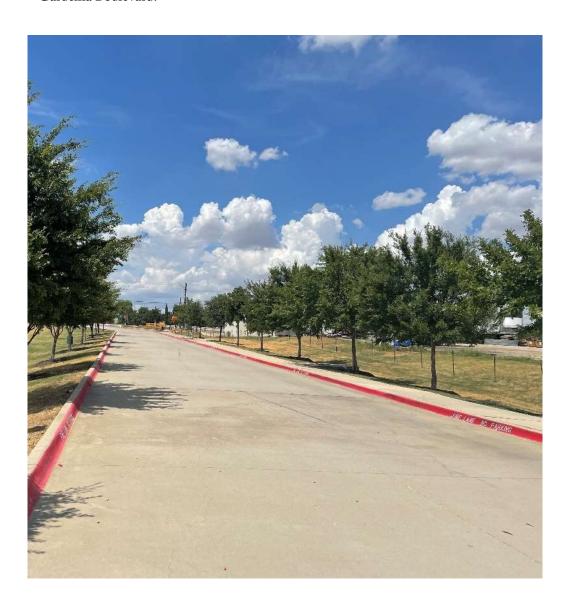
A minimum dimension of the perimeter landscape buffer shall not be required along Gardenia Boulevard nor any property that is mainly developed as a detention pond.





(7) and (8) Minimum number of trees within perimeter landscape buffers.

The minimum number of trees within the perimeter landscape buffer shall not be required along Gardenia Boulevard due to utilizing the existing mature shade trees along Gardenia Boulevard that will remain in place. For concession, shrubs along the side of the building can be provided as well as providing larger caliper trees than the minimum requirement elsewhere on the property. See picture below of the existing mature shade trees along Gardenia Boulevard.





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106.06.31 Screening

All provisions within Sec. 106.06.31 - Screening shall be met except as specified herein and shown on the plans.

Division 4. - Parking, Stacking, and Loading Standards

All provisions within Division 4 shall be met except as specified herein and shown on the plans.

106.06.41 Parking Standards

(c) Parking Design

The minimum dimension standard for off-street parking spaces shall be nine (9) feet by 20 feet. This development is an electric automobile collision repair center in which electric vehicles are smaller in size compared to gas-powered vehicles.

106.06.44 Off-Street Parking Standards – Non-Residential and Multi-Family Districts

(e) Curb Stops.

Curb or wheel stops shall not be required where parking stalls are 20 feet in length and provide a minimum of two (2) feet from the back of curb to any proposed landscaping to allow for the overhang of vehicles.

7. <u>Alternative Site Plan</u>

An alternative site plan is included in Exhibit C – Development Plans in the event a secondary access to Gardenia Boulevard is not feasible.



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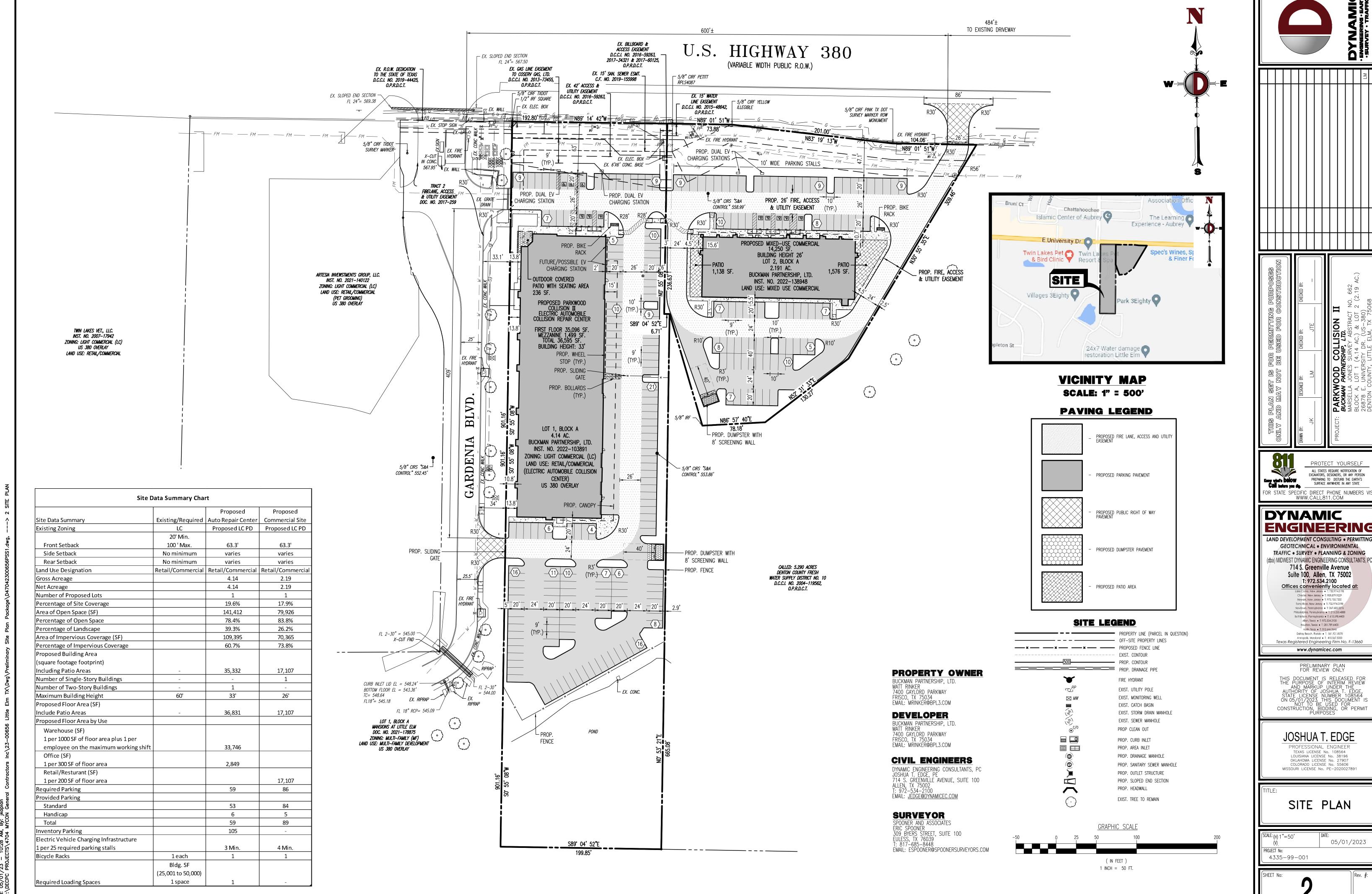
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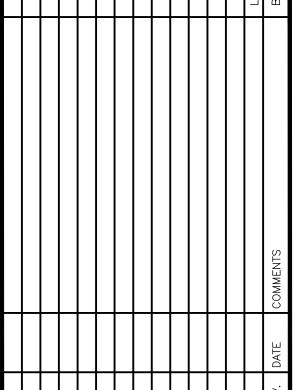
- 1. Waiver to allow glazing below 30% on the East, South, and West facades.
- 2. Waiver to allow Group A percentage to be below 80%, and Group B percentage to be above 20%, and allow a maximum of 10% Group C.
- 3. Waiver to reduce the standard parking space width to nine (9) feet.
- 4. Waiver to omit the right-of-way tree planting requirements.
- 5. Waiver to omit the perimeter landscape tree requirements along Gardenia Boulevard.





EXHIBIT CDEVELOPMENT PLANS

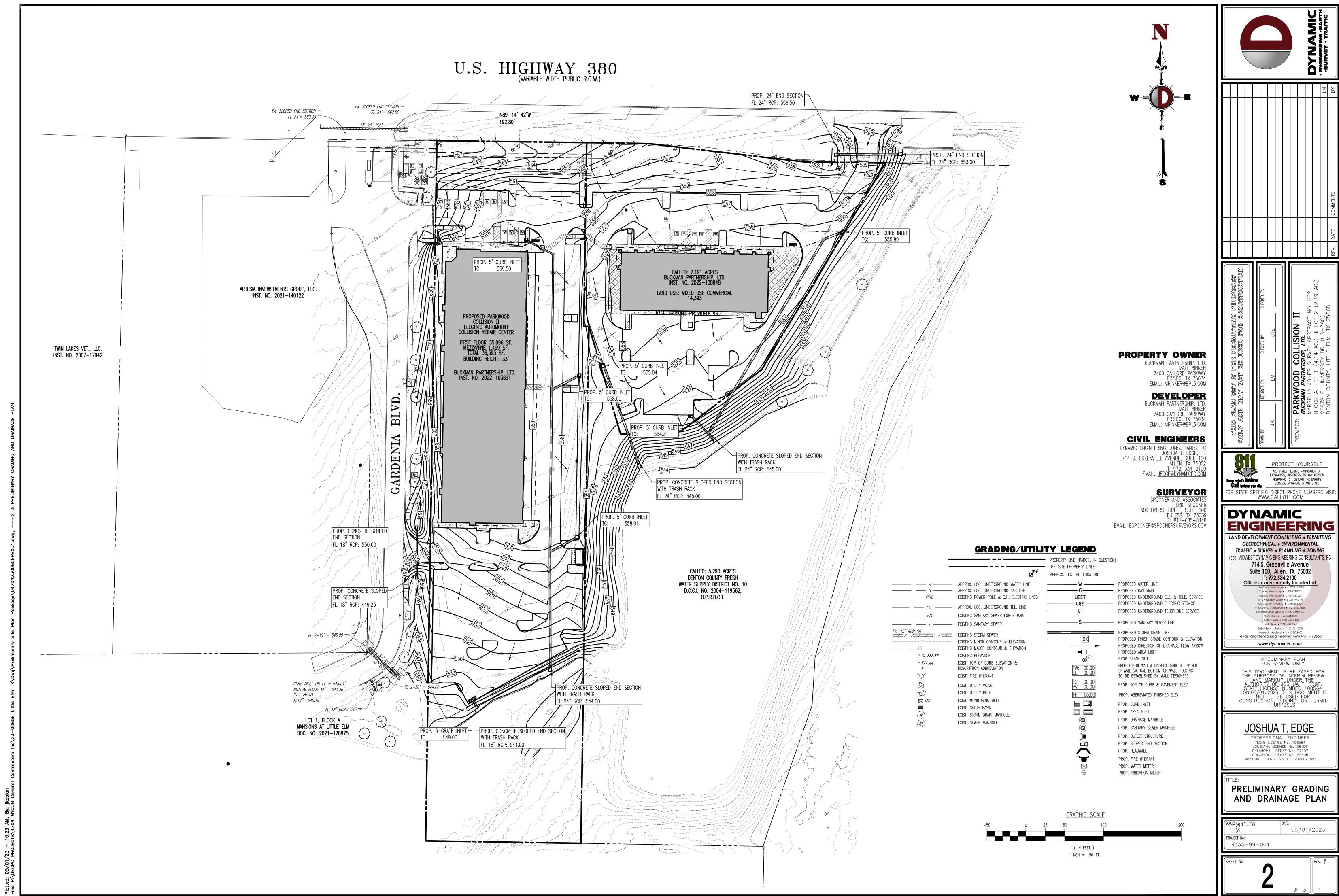


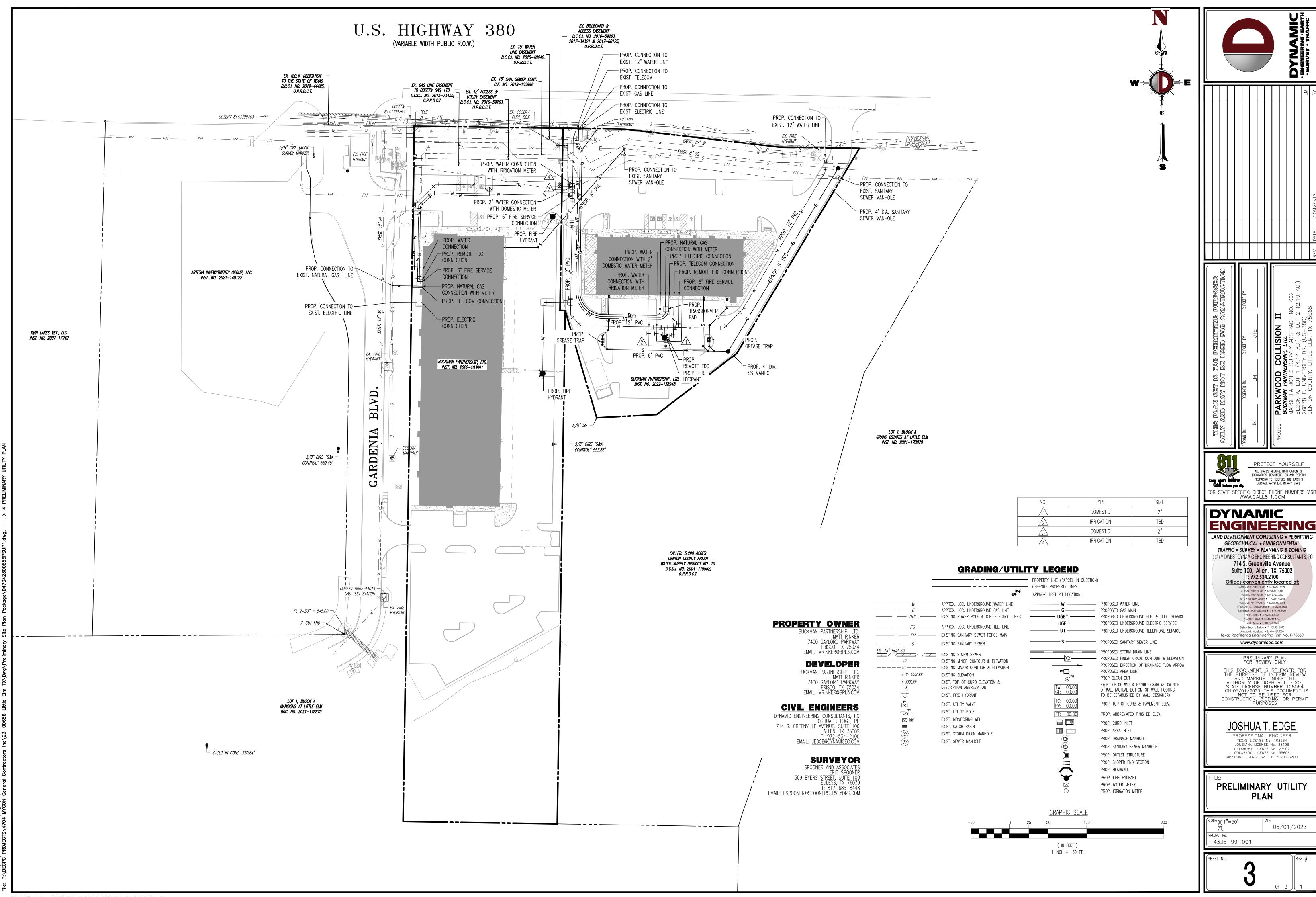


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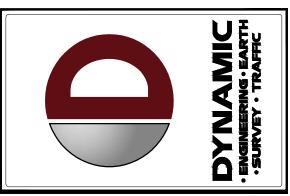
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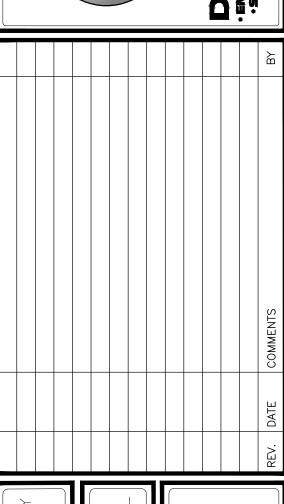




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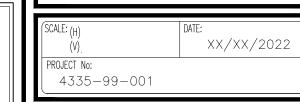


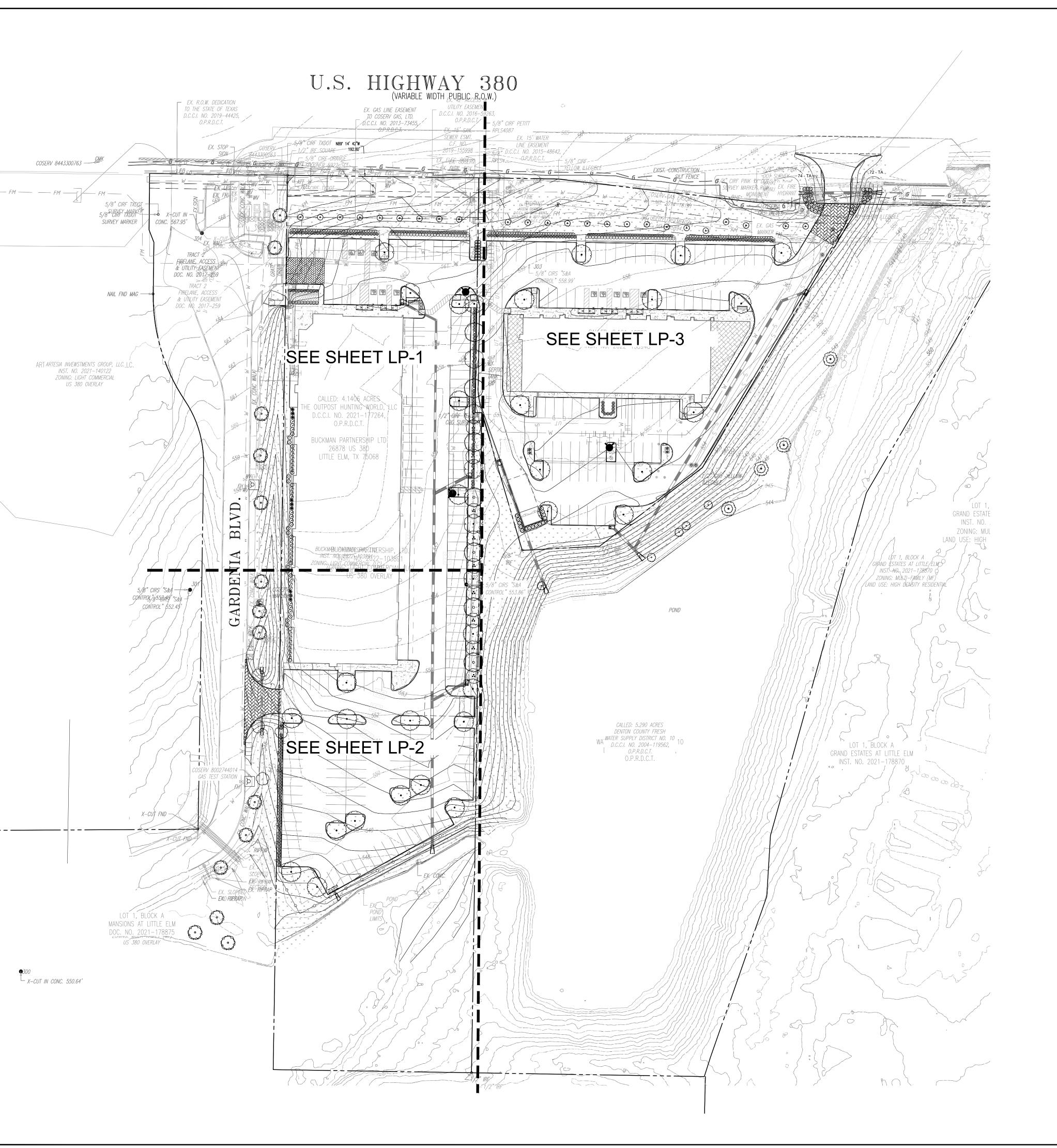
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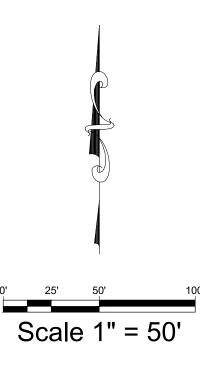
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OR STATE SPECIFIC	DIRECT PHONE NUMBERS

LAND DEVELOPMENT CONSULTING • PERMITTING
GEOTECHNICAL • ENVIRONMENTAL
TRAFFIC • SURVEY • PLANNING & ZONING 714 S. Greenville Avenue Suite 100, Allen, TX 75002

OVERALL







GENERAL GRADING AND PLANTING NOTES

- 1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
 IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE
- FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.

 a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE
- GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE
 SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED
 PREPARATION.

 b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS. AND
- CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT.
 ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE
 MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF
 POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES
 AND ELIMINATE PONDING POTENTIAL.
- c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.

 d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE
- OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.

 e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND
- OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.

 f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE
- 4. ALL LANDSCAPE AREAS TO RÉCEIVE A MINIMUM 6" OF TOPSOIL.
 5. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM)

LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.

- PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).

 a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES;
 PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION
 ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE
 PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR
 GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
- b. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN
 PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE,
 THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA
 PROPER CHANNELS).
- c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS
 AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF
 ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT
 THE END OF THE MAINTENANCE PERIOD.
 SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING

LITTLE ELM STANDARD LANDSCAPE NOTES

- 1. THE OWNER, TENANT, AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED FOR LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
- LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING.
- NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE PLAN.
 THE RIGHT-OF-WAY ADJACENT TO THE REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN THE SAME MANNER AS THE REQUIRED LANDSCAPE AREA. ALL DRIVEWAYS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR. ALL PLANTINGS INTENDED FOR EROSION CONTROL WILL BE MAINTAINED. THE TOWN MAY REQUIRE
- REVEGETATION TO PREVENT EROSION OR SLIPPAGE.

 5. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN THIRTY (30) DAYS OR A DATE APPROVED BY THE DIRECTOR, BASED ON CURRENT SEASONS AND WEATHER CONDITIONS (E.G.
- 6. WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT
- ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.

 ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET)
 WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A
- 8. ALL TREES ARE TO BE EQUIPPED WITH A BUBBLER IRRIGATION SYSTEM.9. REQUIRED LANDSCAPED OPEN AREAS AND DISTURBED SOIL AREAS SHALL BE COMPLETELY

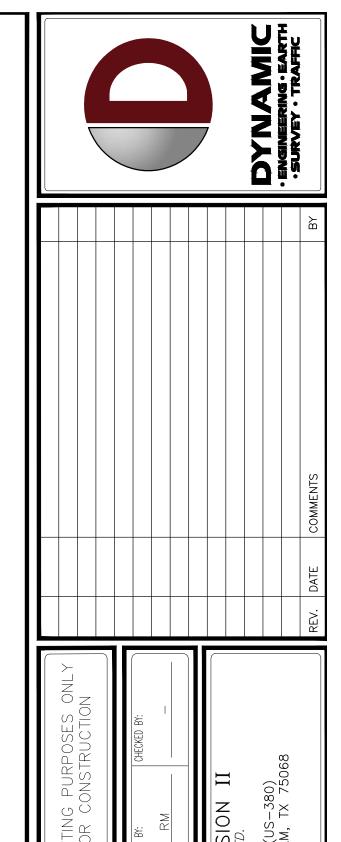
QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.

10. ALL STREETSCAPE FURNITURE (BENCHES, BOLLARDS, LAMPPOSTS, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP AND FLAKE RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK "STORM CLOUD" INCOLOR. (ORD. NO. 986, § 2, 10-20-2009),

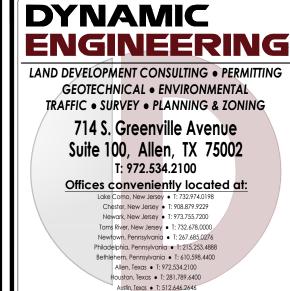






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Delray Beach, Florida • T: 561,921.8570

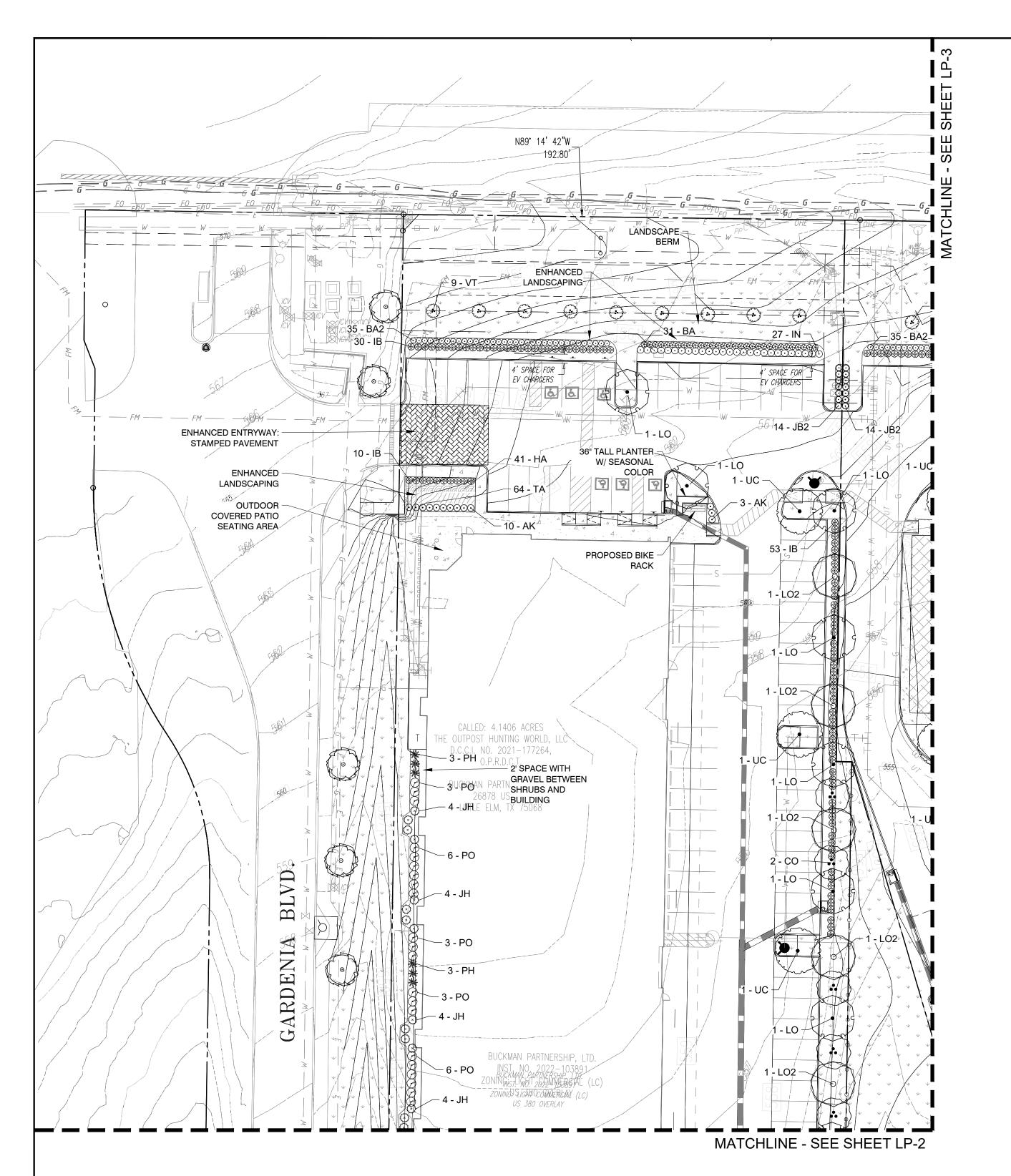
Texas Registered Engineering Firm No. F-13660

www.dynamicec.com

OVERALL LANDSCAPE PLAN

	(SCALE: (H)	DATE:
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LITTLE ELM LANDSCAPE NOTES

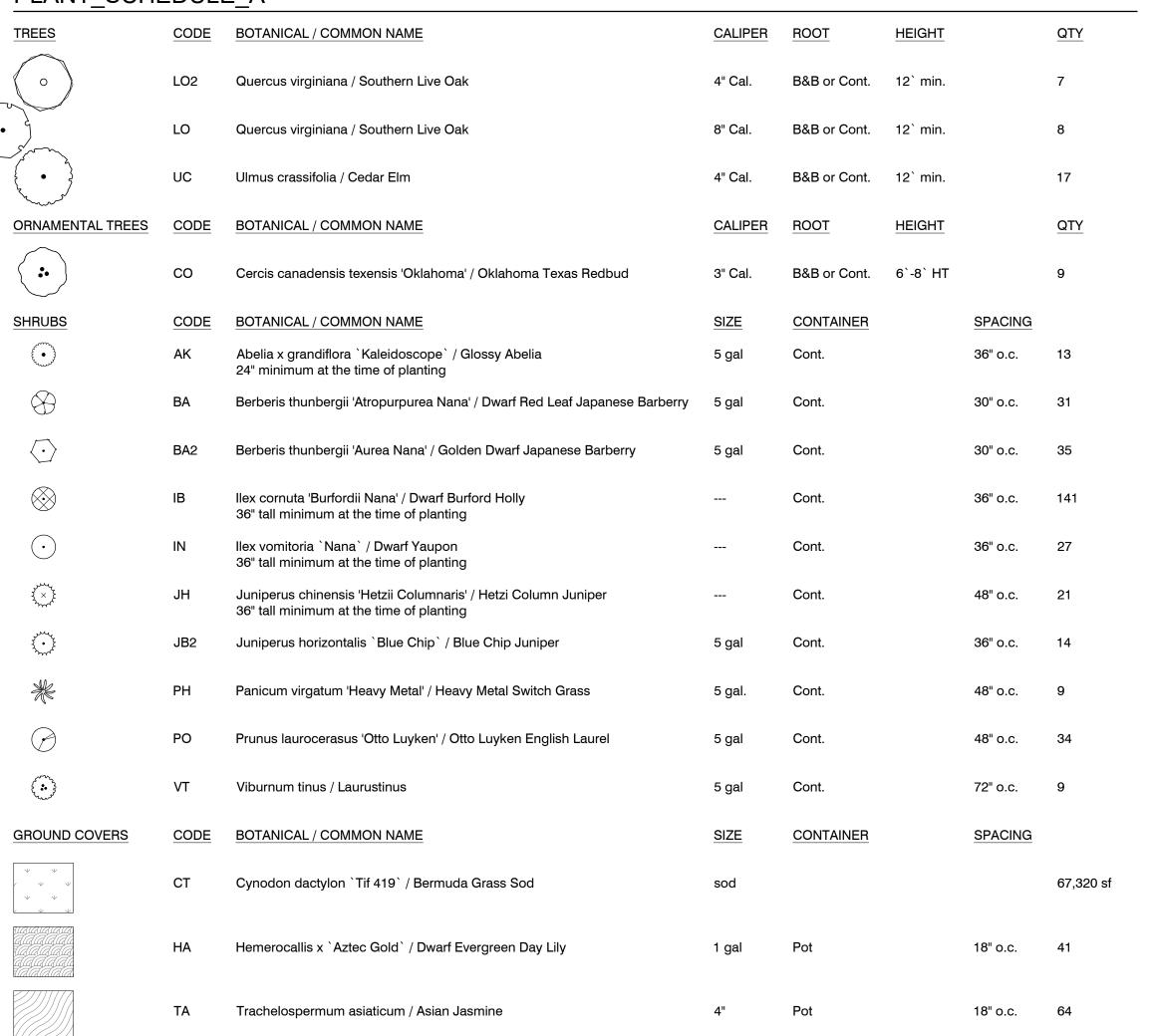
- 1. The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and such activities common to the maintenance of landscaping.
- 2. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping. 3. No substitutions for plant materials are allowed without written approval by the Director and
- acknowledged by an approval stamp on the landscape plan. 4. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will be maintained. The Town may
- require revegetation to prevent erosion or slippage. 5. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within thirty (30) days or a date approved by the Director, based on current seasons and weather
- conditions (e.g. drought or freeze). 6. When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution of plant material is not allowed without prior written authorization from
- the Director. 7. All required landscape areas shall be provided with an automatic underground irrigation system with rain
- and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator. 8. All trees are to be equipped with a bubbler irrigation system
- 9. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape ordinance.
- 10. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.

GENERAL GRADING AND PLANTING NOTES

TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT
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PLANT SCHEDULE A



LANDSCAPE CALCULATIONS

TOTAL SITE AREA:

INTERIOR LANDSCAPE REQUIREMENTS GROSS VEHICULAR USE AREA: 66,126 SF

LANDSCAPE AREA REQUIRED: 6,612 SF (10% OF VEHICULAR USE AREA) LANDSCAPE AREA PROVIDED: 9,119 SF (13.7%)

17 TREES (1 TREE PER 400 SF OF REQ'D LS AREA) INTERIOR TREES REQUIRED: INTERIOR TREES PROVIDED: 17 TREES

PD WAIVER

ROW LANDSCAPE REQUIREMENTS

FOUNDATION PLANTING

CANOPY TREES REQUIRED - US 380: NORTH BOUNDARY: 11 TREES (1 PER 30 LF OF FRONTAGE, 338 LF TOTAL) CANOPY TREES PROVIDED - US 380: NORTH BOUNDARY: 0 TREES*

PERIMETER LANDSCAPE REQUIREMENTS CANOPY TREES REQUIRED - SOUTH BOUNDARY: CANOPY TREES PROVIDED - SOUTH BOUNDARY:

5 TREES (1 PER 40 LF 200 LF TOTAL) 0 TREES** ORNAMENTAL TREES REQUIRED - SOUTH BOUNDARY: 3 TREES (3 PER 5 CANOPY TREES) ORNAMENTAL TREES PROVIDED - SOUTH BOUNDARY: 0 TREES**

CANOPY TREES REQUIRED - EAST BOUNDARY: CANOPY TREES PROVIDED - EAST BOUNDARY: ORNAMENTAL TREES REQUIRED - E. BOUNDARY:

15 TREES (1 PER 40 LF 505 LF TOTAL) 15 TREES 9 TREES (3 PER 5 CANOPY TREES)

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179,947 SF (4.13 AC)

30 POINTS

**TREES AND LANDSCAPING AT AND AROUND THE POND WILL SERVE AS SOUTHERN BOUNDARY PERIMETER LANDSCAPING REQUIREMENTS

LANDSCAPE POINTS TOTAL SITE AREA:

POINTS REQUIRED: 30 POINTS ENHANCED ENTRANCEWAY 5 POINTS ENHANCED LANDSCAPE 5 POINTS OPEN SPACE (POND AREA) 5 POINTS ENHANCED BUFFER (FRONTAGE) 5 POINTS USE OF SHADED OUTDOOR SEATING 5 POINTS LANDSCAPE BERM 5 POINTS

TREE MITIGATION **REQUIRED MITIGATION 818"** PROVIDED MITIGATION 0"

TOTAL POINTS PROVIDED

TREES REMOVED: 23

MITIGATION REQUIRED: \$37,098.07 INTO TREE FUND* PROVIDED MITIGATION: \$37,098.07 INTO TREE FUND*

*DOLLAR AMOUNT BASED ON THE CITY OF LITTLE ELM TREE VALUATION FORMULA

GENERAL GRADING AND PLANTING NOTES

- READ, AND WILL COMPLY WITH THE ASSOCIATED NOTES. SPECIFICATIONS, AND DETAILS WITH THIS PROJECT THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO
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ROOT BARRIERS

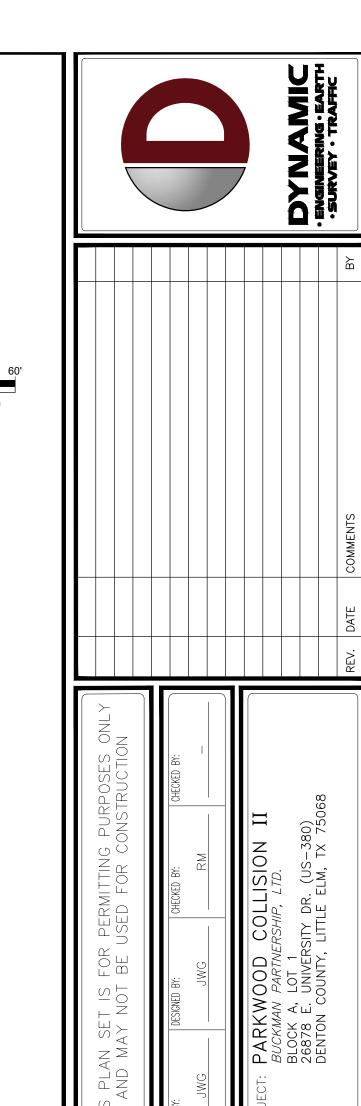
THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY **ENCIRCLE THE ROOTBALL**

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).







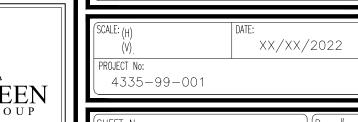
Scale 1" = 30

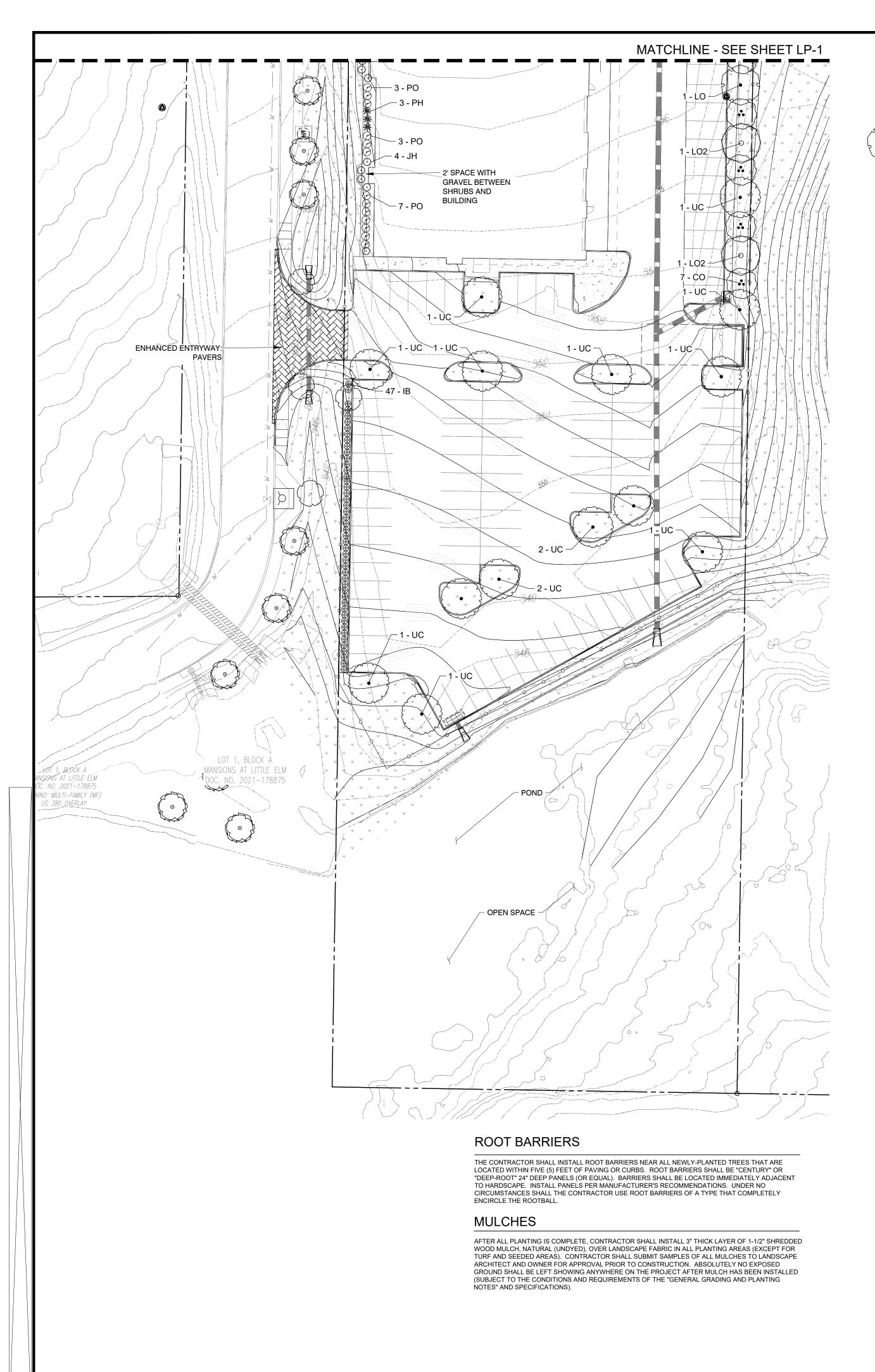




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LANDSCAPE **PLANTING**





SCHEDULE	Δ

PLANT_SCHI	EDUL	E_A					
TREES	CODE	BOTANICAL / COMMON NAME	CALIPER	ROOT	HEIGHT		QTY
	LO2	Quercus virginiana / Southern Live Oak	4" Cal.	B&B or Cont.	12` min.		7
•	LO	Quercus virginiana / Southern Live Oak	8" Cal.	B&B or Cont.	12` min.		8
	UC	Ulmus crassifolia / Cedar Elm	4" Cal.	B&B or Cont.	12` min.		17
ORNAMENTAL TREES	CODE	BOTANICAL / COMMON NAME	CALIPER	ROOT	HEIGHT		QTY
••	СО	Cercis canadensis texensis 'Oklahoma' / Oklahoma Texas Redbud	3" Cal.	B&B or Cont.	6`-8` HT		9
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		SPACING	
()	AK	Abelia x grandiflora `Kaleidoscope` / Glossy Abelia 24" minimum at the time of planting	5 gal	Cont.		36" o.c.	13
\otimes	ВА	Berberis thunbergii 'Atropurpurea Nana' / Dwarf Red Leaf Japanese Barberry	5 gal	Cont.		30" o.c.	31
$\langle \cdot \rangle$	BA2	Berberis thunbergii 'Aurea Nana' / Golden Dwarf Japanese Barberry	5 gal	Cont.		30" o.c.	35
	IB	Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly 36" tall minimum at the time of planting		Cont.		36" o.c.	141
\odot	IN	Ilex vomitoria `Nana` / Dwarf Yaupon 36" tall minimum at the time of planting		Cont.		36" o.c.	27
₹ [×] ×¢	JH	Juniperus chinensis 'Hetzii Columnaris' / Hetzi Column Juniper 36" tall minimum at the time of planting		Cont.		48" o.c.	21
2) · · · · · · · · · · · · · · · · · · ·	JB2	Juniperus horizontalis `Blue Chip` / Blue Chip Juniper	5 gal	Cont.		36" o.c.	14
	PH	Panicum virgatum 'Heavy Metal' / Heavy Metal Switch Grass	5 gal.	Cont.		48" o.c.	9
	РО	Prunus laurocerasus 'Otto Luyken' / Otto Luyken English Laurel	5 gal	Cont.		48" o.c.	34
€	VT	Viburnum tinus / Laurustinus	5 gal	Cont.		72" o.c.	9
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		SPACING	
\(\psi\) \(\	СТ	Cynodon dactylon `Tif 419` / Bermuda Grass Sod	sod				67,320 sf
amamama Addadda Addadda Addadda	НА	Hemerocallis x `Aztec Gold` / Dwarf Evergreen Day Lily	1 gal	Pot		18" o.c.	41
	TA	Trachelospermum asiaticum / Asian Jasmine	4"	Pot GE	NERAL (18" o.c. GRADING	64 AND PLAN

LANDSCAPE CALCULATIONS

TOTAL SITE AREA:	179,947 SF (4.13 AC)

FOUNDATION PLANTING PD WAIVER

INTERIOR LANDSCAPE REQUIREMENTS GROSS VEHICULAR USE AREA: 66,126 SF

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ROW LANDSCAPE REQUIREMENTS

CANOPY TREES REQUIRED - US 380: NORTH BOUNDARY: 11 TREES (1 PER 30 LF OF FRONTAGE, 338 LF TOTAL) CANOPY TREES PROVIDED - US 380: NORTH BOUNDARY: 0 TREES*

PERIMETER LANDSCAPE REQUIREMENTS

CANOPY TREES REQUIRED - SOUTH BOUNDARY: CANOPY TREES PROVIDED - SOUTH BOUNDARY: ORNAMENTAL TREES REQUIRED - SOUTH BOUNDARY: 3 TREES (3 PER 5 CANOPY TREES)

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5 TREES (1 PER 40 LF 200 LF TOTAL)

*UTILITY EASEMENTS PREVENT PLACING TREES WITHIN ROW AND PERIMETER LANDSCAPE BUFFERS **TREES AND LANDSCAPING AT AND AROUND THE POND WILL SERVE AS SOUTHERN BOUNDARY PERIMETER LANDSCAPING REQUIREMENTS

LANDSCAPE POINTS

TOTAL SITE AREA: 179,947 SF (4.13 AC) POINTS REQUIRED: 30 POINTS

ENHANCED ENTRANCEWAY 5 POINTS 5 POINTS ENHANCED LANDSCAPE 5 POINTS OPEN SPACE (POND AREA) ENHANCED BUFFER (FRONTAGE) 5 POINTS USE OF SHADED OUTDOOR SEATING 5 POINTS LANDSCAPE BERM 5 POINTS TOTAL POINTS PROVIDED **30 POINTS**

TREE MITIGATION REQUIRED MITIGATION 818" PROVIDED MITIGATION 0"

TREES REMOVED: 23 MITIGATION REQUIRED: \$37,098.07 INTO TREE FUND* PROVIDED MITIGATION: \$37,098.07 INTO TREE FUND*

*DOLLAR AMOUNT BASED ON THE CITY OF LITTLE ELM TREE VALUATION FORMULA

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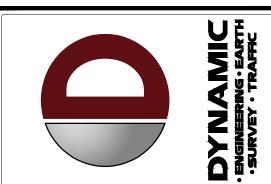
LITTLE ELM LANDSCAPE NOTES

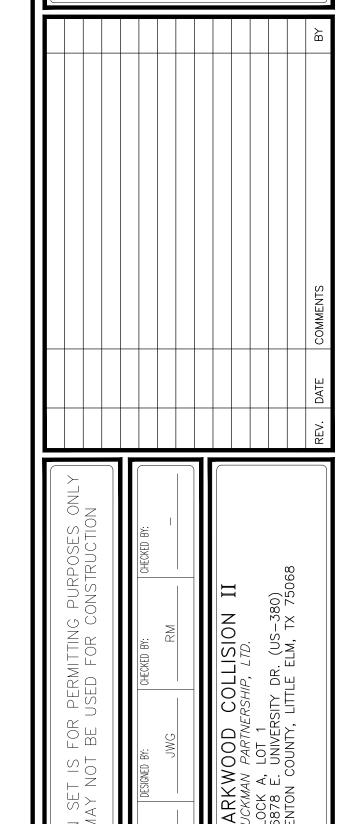
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- 2. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping. 3. No substitutions for plant materials are allowed without written approval by the Director and
- acknowledged by an approval stamp on the landscape plan. 4. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will be maintained. The Town may
- require revegetation to prevent erosion or slippage. 5. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within thirty (30) days or a date approved by the Director, based on current seasons and weather
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- 7. All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.
- 8. All trees are to be equipped with a bubbler irrigation system. 9. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape ordinance.

10. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.











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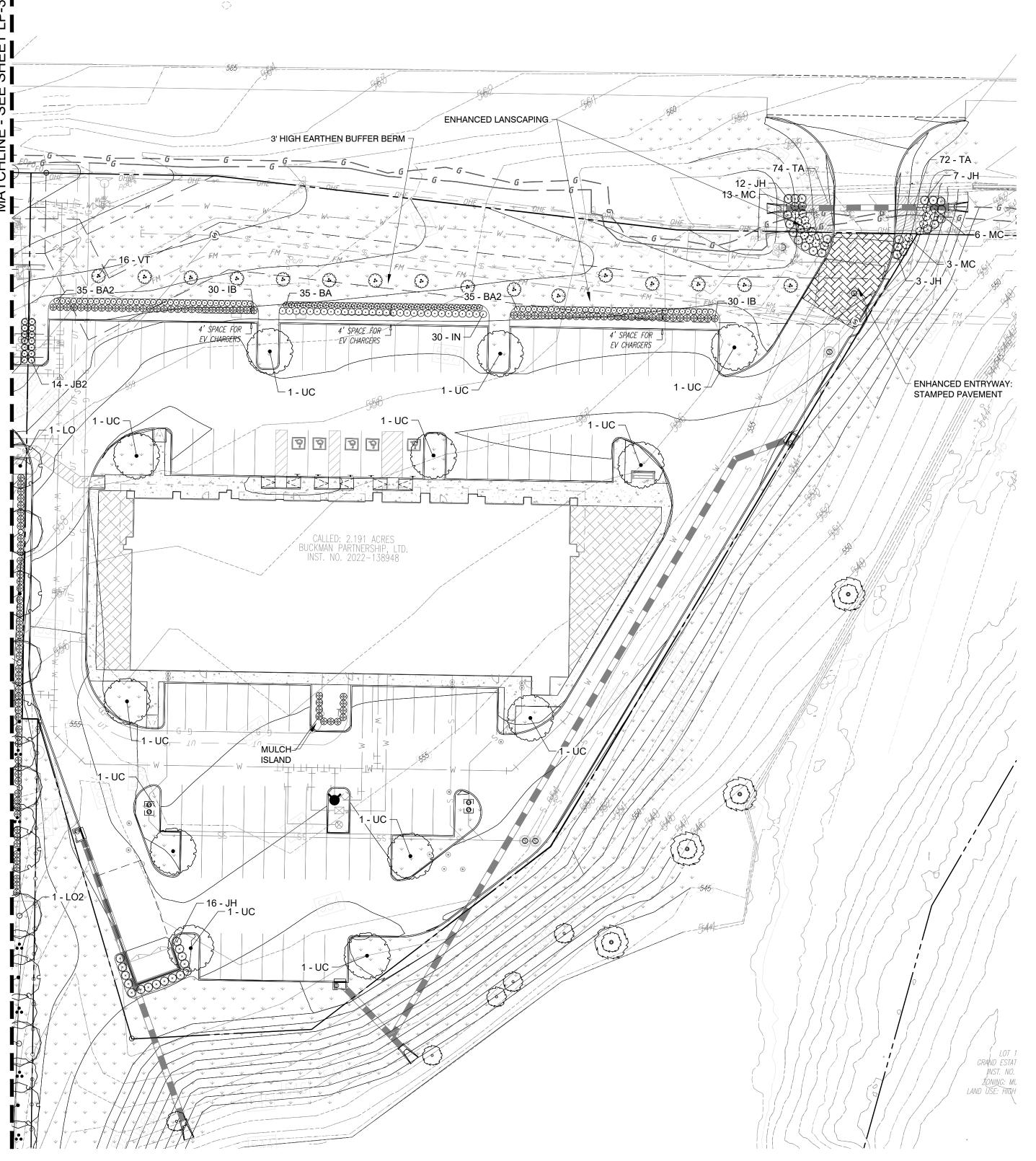
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LANDSCAPE **PLANTING**

XX/XX/2022 4335-99-001



LITTLE ELM LANDSCAPE NOTES

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- 7. All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.
- 8. All trees are to be equipped with a bubbler irrigation system. 9. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant
- material, per the landscape ordinance. 10. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.

GENERAL GRADING AND PLANTING NOTES

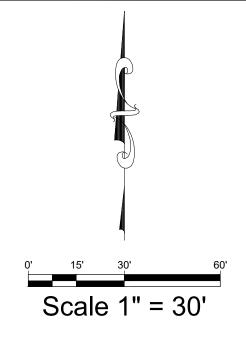
SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.

- 1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL
- COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
- a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE
- THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH
- GRADES TO BE ESTABLISHED. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
- ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS. AT APPROXIMATELY 18" AWAY FROM THE WALKS. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS,

AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT,

- ALL LANDSCAPE AREAS TO RECEIVE A MINIMUM 6" OF TOPSOIL. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT
- QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.). THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE
 - NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF
- SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR
- REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF
- THE MAINTENANCE PERIOD. 6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

GENERAL CONTRACTOR, AND OWNER.



PLANT SCHEDULE B

TREES	CODE	BOTANICAL / COMMON NAME	CALIPER	ROOT	<u>HEIGHT</u>		QTY
	UC	Ulmus crassifolia / Cedar Elm	4" Cal.	B&B or Cont.	12` min.		12
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		SPACING	
\otimes	ВА	Berberis thunbergii 'Atropurpurea Nana' / Dwarf Red Leaf Japanese Barberry	5 gal	Cont.		30" o.c.	35
$\langle \cdot \rangle$	BA2	Berberis thunbergii 'Aurea Nana' / Golden Dwarf Japanese Barberry	5 gal	Cont.		30" o.c.	70
	IB	llex cornuta 'Burfordii Nana' / Dwarf Burford Holly 36" tall minimum at the time of planting		Cont.		36" o.c.	70
\odot	IN	llex vomitoria `Nana` / Dwarf Yaupon 36" tall minimum at the time of planting		Cont.		36" o.c.	30
3××¢	JH	Juniperus chinensis 'Hetzii Columnaris' / Hetzi Column Juniper 36" tall minimum at the time of planting		Cont.		48" o.c.	38
\odot	МС	Myrica cerifera / Wax Myrtle	5 gal	Cont.		42" o.c.	22
Example of the state of the sta	VT	Viburnum tinus / Laurustinus	5 gal	Cont.		72" o.c.	16
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		SPACING	
* * *	СТ	Cynodon dactylon `Tif 419` / Bermuda Grass Sod	sod				28,632 sf
	TA	Trachelospermum asiaticum / Asian Jasmine	4"	Pot		18" o.c.	146

LANDSCAPE CALCULATIONS

INTERIOR LANDSCAPE REQUIREMENTS	
TOTAL SITE AREA.	109 910 SF (2.5 /

PD WAIVER **FOUNDATION PLANTING**

GROSS VEHICULAR USE AREA: 1,890 SF (10% OF VEHICULAR USE AREA) LANDSCAPE AREA REQUIRED:

LANDSCAPE AREA PROVIDED: 8,065 SF (42%)

INTERIOR TREES REQUIRED: 5 TREES (1 TREE PER 400 SF OF REQ'D LS AREA) INTERIOR TREES PROVIDED: 12 TREES

ROW LANDSCAPE REQUIREMENTS

CANOPY TREES REQUIRED - US 380: 6 TREES (1 PER 30 LF OF FRONTAGE, 182 LF TOTAL) **CANOPY TREES PROVIDED - US 380:**

PERIMETER LANDSCAPE REQUIREMENTS

CANOPY TREES REQUIRED - EAST BOUNDARY: 11 TREES (1 PER 40 LF OF FRONTAGE, 440 LF TOTAL) CANOPY TREES PROVIDED - EAST BOUNDARY: 0 TREES** 6 TREES (3 PER 5 CANOPY TREES)

ORNAMENTAL TREES REQUIRED - E. BOUNDARY: ORNAMENTAL TREES PROVIDED - E. BOUNDARY: 0 TREES**

CANOPY TREES REQUIRED - WEST BOUNDARY: 4 TREES (1 PER 40 LF OF FRONTAGE, 144 LF TOTAL) CANOPY TREES PROVIDED - WEST BOUNDARY: 0 TREES ORNAMENTAL TREES REQUIRED - W. BOUNDARY: 3 TREES (3 PER 5 CANOPY TREES)

CANOPY TREES REQUIRED - SOUTHERN BOUNDARY: 2 TREES (1 PER 40 LF OF FRONTAGE, 78 LF TOTAL) CANOPY TREES PROVIDED - SOUTHERN BOUNDARY: 0 TREES**

ORNAMENTAL TREES REQUIRED - W. BOUNDARY: 1 TREES (3 PER 5 CANOPY TREES) ORNAMENTAL TREES PROVIDED - W. BOUNDARY: 0 TREES**

*TREE CANNOT BE PLACED ALONG STREET FRONTAGE BECAUSE OF THE EXISTING OF UNDERGROUND UTILITY **TREES AND LANDSCAPING AT AND AROUND THE POND WILL SERVE AS SOUTHERN BOUNDARY PERIMETER

0 TREES

LANDSCAPE POINTS **TOTAL SITE AREA:** 109,910 SF (2.5 ACRES)

POINTS REQUIRED: 25 POINTS ENHANCED ENTRANCEWAY 5 POINTS

ORNAMENTAL TREES PROVIDED - W. BOUNDARY:

ENHANCED LANDSCAPING 5 POINTS ENHANCED BUFFER **5 POINTS** USE OF SHADED OUTDOOR SEATING 5 POINTS EARTHEN BERM **5 POINTS** TOTAL POINTS PROVIDED **25 POINTS**

ROOT BARRIERS

LANDSCAPING REQUIREMENTS

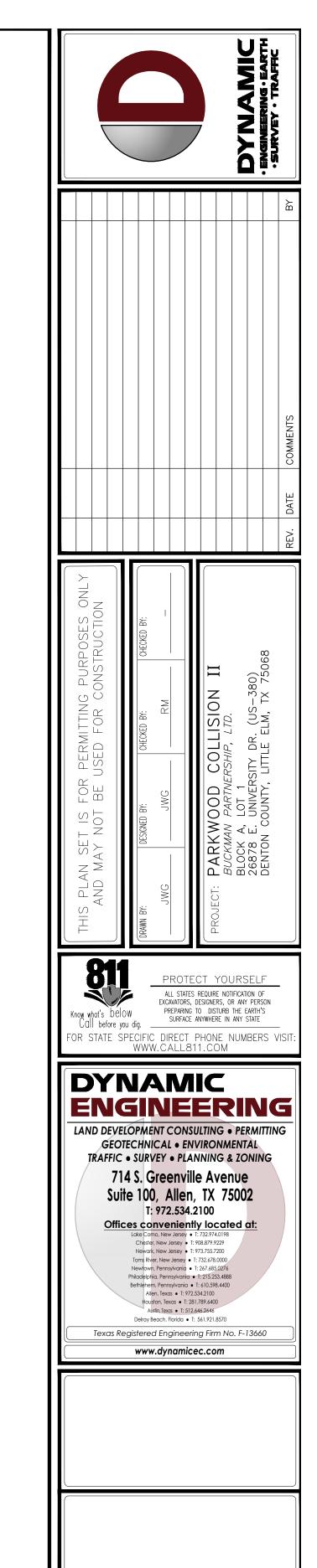
THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

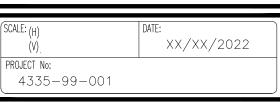
AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

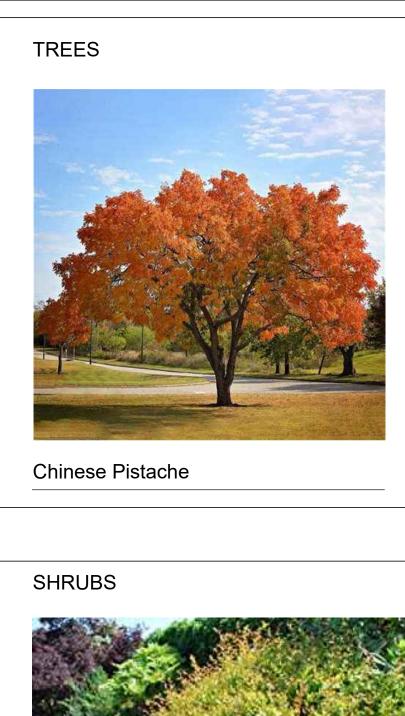






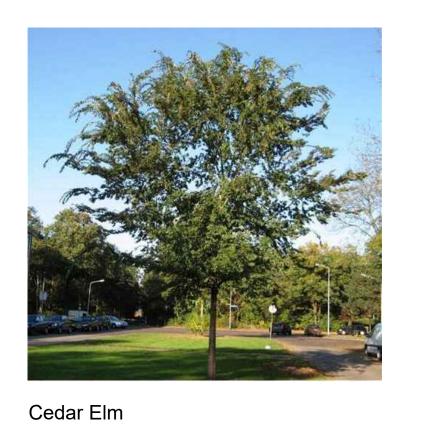
LANDSCAPE **PLANTING**







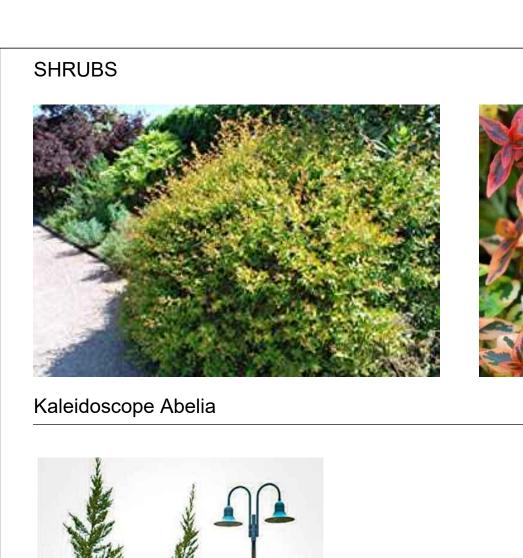


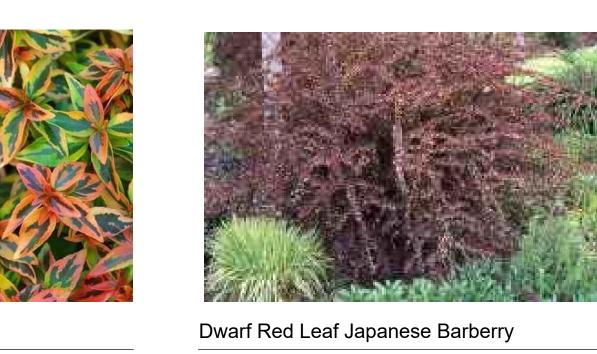










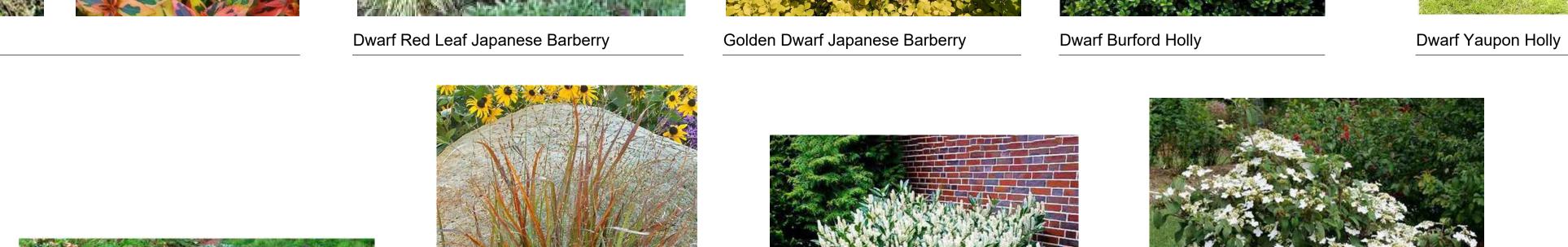






Laurustinus





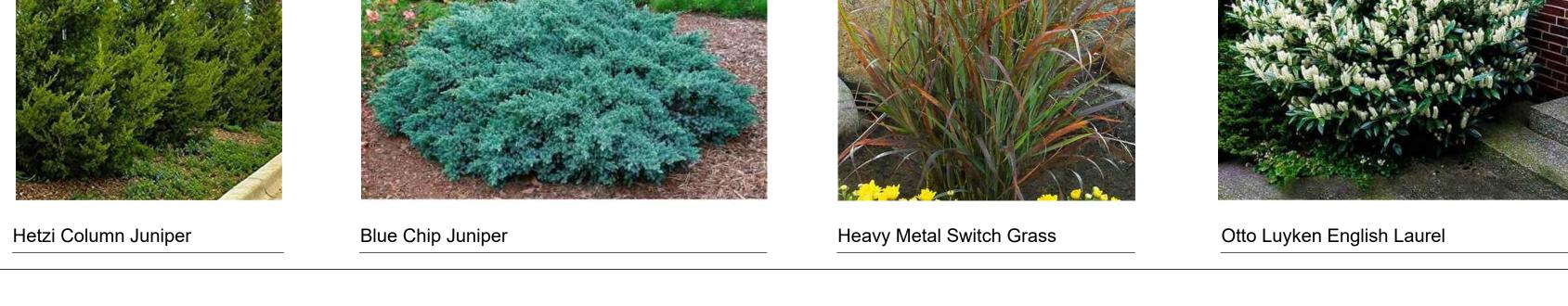








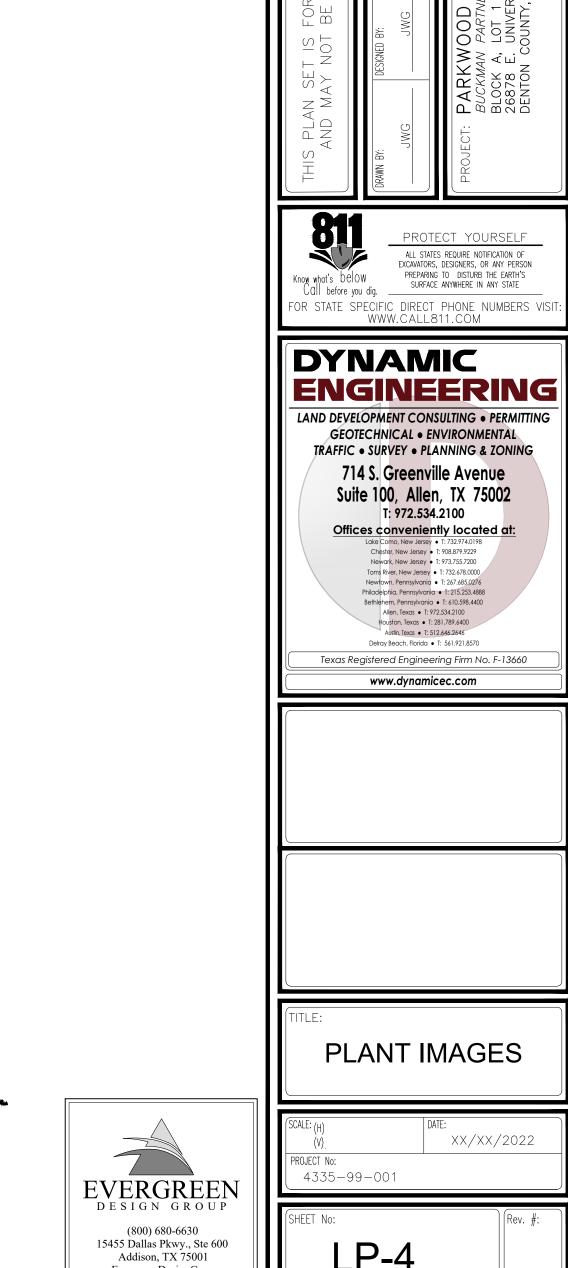












PLANTING SPECIFICATIONS

- A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN
- A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES
- THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE ISSUED BY THE APPROPRIATE LOCAL
- B. SCOPE OF WORK WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS. LABOR. SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION. INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS,
- 2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL. STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF
- 3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

ALL MANUFACTURED PRODUCTS SHALL BE NEW.

- CONTAINER AND BALLED-AND-BURLAPPED PLANTS: FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200
- MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
- TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTBLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE
- ACCEPTABILITY OF PLANT MATERIAL. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.

ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE

- CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT
- FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER. 7 MUIT LITRUNK TREES SHALL RE MEASURED BY THEIR OVERALL HEIGHT. MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM
- OF THE CALIPER OF THE THREE LARGEST TRUNKS. 8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
- SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
- SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
- TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS.
- NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED. PLANTING MIX FOR POTS: AN EQUAL PART MIXTURE OF TOPSOIL, SAND AND COMPOST. INCORPORATE "GELSCAPE", AS MADE BY AMEREQ, INC., (800) 832-8788, AT THE RATE OF 3 LB. PER CUBIC YARD OF PLANTING MIX.
- FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING
- PALM MAINTENANCE SPIKES: AS MANUFACTURED BY THE LUTZ CORP, (800) 203-7740, OR APPROVED EQUAL. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
- TREE STAKING AND GUYING STAKES: 6' LONG GREEN METAL T-POSTS.

THE MANUFACTURER'S LABELED RATES

- GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0,106 INCH DIAMETER. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE
- STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
- PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER

A. SOIL PREPARATION

- BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SOIL TESTING:
 - AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING:
 - SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT
 - THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO
- PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR
- DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT 4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING: TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING
- AFTER CROSS-RIPPING: NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CIT YDS, PER 1 000 S E
- PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) 15 LBS PER 1.000 S.F. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
- TREES SHRUBS AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
- NITROGEN STABILIZED ORGANIC AMENDMENT 4 CU. YDS. PER 1 000 S F 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
- IRON SULPHATE 2 LBS. PER CU. YD. 5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION
- OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED NSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION
- CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE
- SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING
- SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER
- THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING
- SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. GENERAL CONTRACTOR, AND OWNER 6 ONCE SOIL PREPARATION IS COMPLETE. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

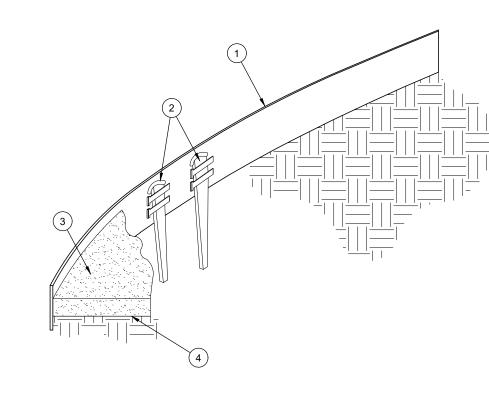
- THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT,
- AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB. TURF. AND SEED AREAS AS MAY BE APPROPRIATE)
- SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
- 4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED GENERAL PLANTING
- REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
- TRENCHING NEAR EXISTING TREES CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK. WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK
- DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK). ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS
- 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
- TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
- SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
- ABOVE THE SURROUNDING GRADE. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK. USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL

4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES

- CLASS AND COMPOSITION IN THE ON-SITE SOIL TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
- 1"-2" TREES TWO STAKES PER TREE 2-1/2"-4" TREES THREE STAKES PER TREE
 - TREES OVER 4" CALIPER GUY AS NEEDED THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO MULTI-TRUNK TREES STABILIZE THE TREE
- #15 CONT. 24" BOX TREES TWO STAKES PER TREE 36"-48" BOX TREES THREE STAKES PER TREE
- **OVER 48" BOX TREES GUY AS NEEDED** MULTI-TRUNK TREES
- THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH
- D. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT
- IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS. 2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED
- WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
- SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
- LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
- WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD. HYDROMUI CHING
- 1. TURF HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
 - WINTER MIX (OCTOBER 1 MARCH 31) 50# CELLULOSE FIBER MULCH 2# UNHULLED BERMUDA SEED
 - # ANNUAL RYE SEED 5# 15-15-15 WATER SOLUBLE FERTILIZER
- SUMMER MIX (APRIL 1 SEPTEMBER 30) 50# CELLULOSE FIBER MULCH # HULLED BERMUDA SEED
- 5# 15-15-15 WATER SOLUBLE FERTILIZER 2. SEED HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
- 50# CELLULOSE FIBER MULCI
- 15# 15-15-15 WATER SOLUBLE FERTILIZER SEED RATE PER LEGEND
- ALL SEED SHALL BE DRILL SEEDED AT THE RATES SHOWN ON THE PLANS, WITH A HYDROMULCH MIX APPLIED AFTER SEEDING
- 2. THE HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS: 50# CELLULOSE FIBER MULCH
- 15# 15-15-15 WATER SOLUBLE FERTILIZER 4# ORGANIC BINDER H. MULCH INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS. 2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT
- PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL CLEAN UP DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERI Y CONDITION
- DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE. J. INSPECTION AND ACCEPTANCE UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST
- AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS. THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24
- THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL
- K. LANDSCAPE MAINTENANCE THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING
- ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
- 3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR: a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH, BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED
- WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.

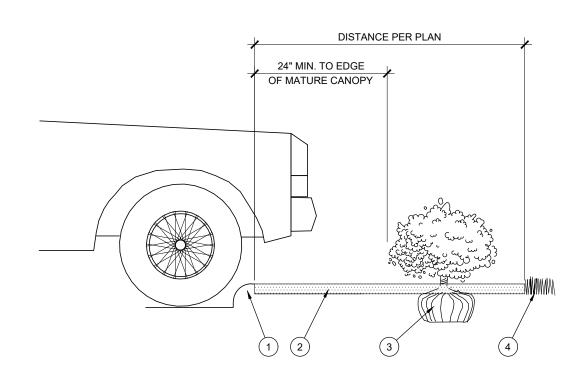
CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS. M. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH



- (1) ROLLED-TOP STEEL EDGING PER PLANS.
- 2 TAPERED STEEL STAKES.
- 3) MULCH, TYPE AND DEPTH PER PLANS
- 4) FINISH GRADE
- 1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED. 2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE. 3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

STEEL EDGING SCALE: NOT TO SCALE

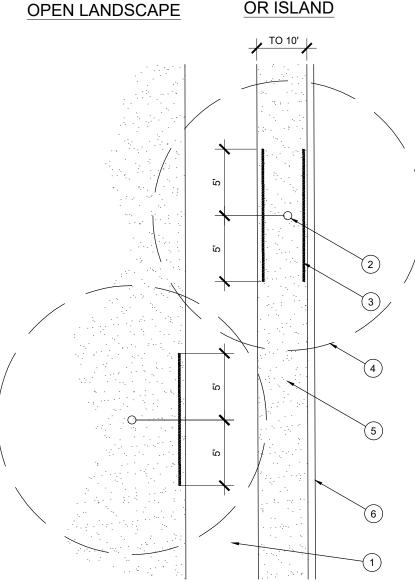


PARKWAY

1) CURB. 2) MULCH LAYER (3) PLANT.

(4) TURF (WHERE SHOWN ON PLAN).

PLANTING AT PARKING AREA



(1) TYPICAL WALKWAY OR PAVING TREE TRUNK LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND

MANUFACTURER. INSTALL PER

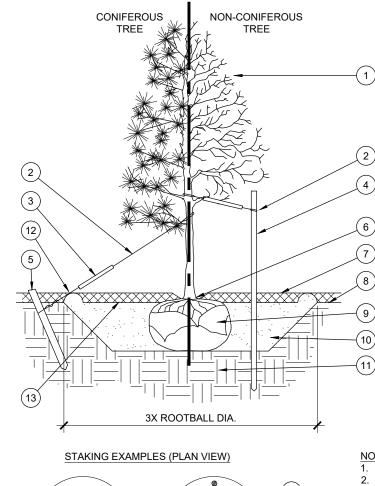
MANUFACTURER'S SPECIFICATIONS

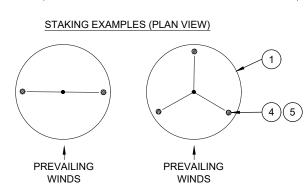
(4) TREE CANOPY 5 TYPICAL PLANTING AREA (6) TYPICAL CURB AND GUTTER

1) INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS 2) BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT

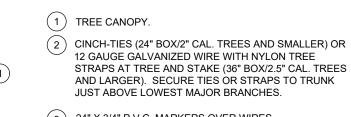
COMPLETELY ENCIRCLE THE ROOTBALL.







TREE PLANTING SCALE: NOT TO SCALE

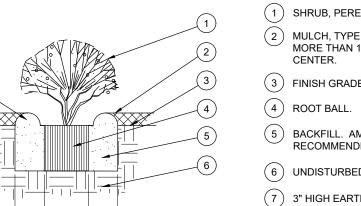


JUST ABOVE LOWEST MAJOR BRANCHES. (3) 24" X 3/4" P.V.C. MARKERS OVER WIRES.

- (4) GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
- PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
- (6) TRUNK FLARE.
- MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
- (8) FINISH GRADE
- 9 ROOT BALL.
- BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
- 11) UNDISTURBED NATIVE SOIL.
- 12) 4" HIGH EARTHEN WATERING BASIN. (13) FINISH GRADE.
- SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL. AND THE ROOT FLARE IS 2"-4" ABOVE FINISH GRADE. FOR B&B TREES. CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE, REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH
- 5. FOR TREES 36" BOX/2.5" CAL. AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
- 6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT

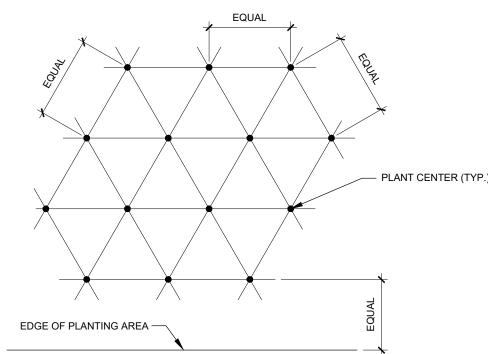
BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.

REMOVE ALL NURSERY STAKES AFTER PLANTING



- 1) SHRUB, PERENNIAL, OR ORNAMENTAL GRASS. MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT
- 3) FINISH GRADE.
- 5) BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS
- (6) UNDISTURBED NATIVE SOIL.
- (7) 3" HIGH EARTHEN WATERING BASIN





NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA:

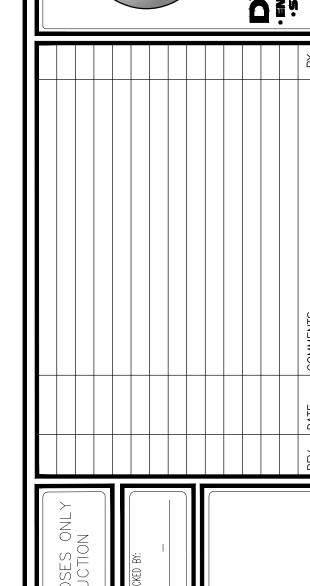
TOTAL AREA / AREA DIVIDER = TOTAL PLANTS PLANT SPACING AREA DIVIDER PLANT SPACING AREA DIVIDER

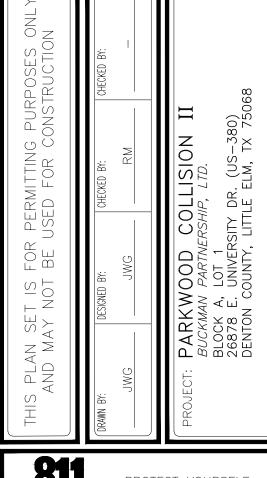
2) STEP 2: SUBTRACT THE ROW (S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT **EXAMPLE:** PLANTS AT 18" O.C. IN 100 SF PLANTING AREA, 40 LF PERIMETER STEP 1: 100 SF/1.95 = 51 PLANTS

STEP 2: 51 PLANTS - (40 LF / 1.95 = 21 PLANTS) = 30 PLANTS TOTAL PLANT SPACING











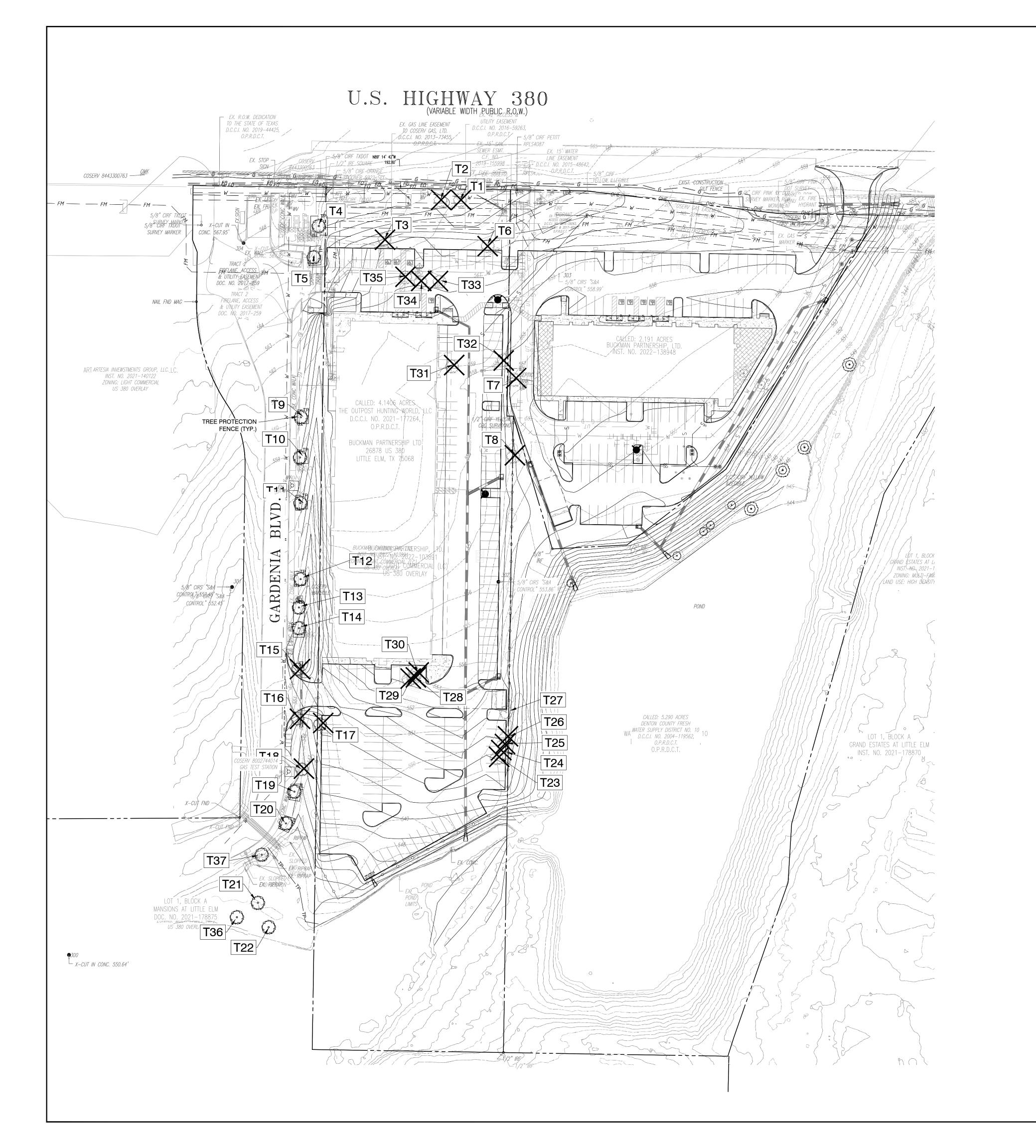
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DETAILS AND SPECIFICATIONS XX/XX/2022

LANDSCAPE

4335-99-001



EXISTING TREE LIST

EXISTING TREE TO BE SAVED

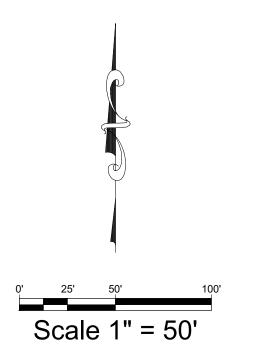


EXISTING TREE TO BE REMOVED

TP—TP—TREE PROTECTION FENCING (SEE DETAIL ON SHEET TD-2)

EXISTING TREE LIST

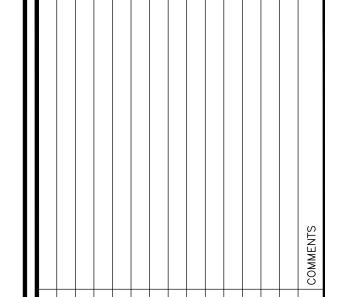
#	DBH	TYPE	CLASS	STATUS	REPLACEMENT INCHES	COST
T1	8	BRADFORD PEAR	#5	REMOVE	8	\$221.3
T2	10	BRADFORD PEAR	#5	REMOVE	10	\$345.5
T3	16	MESQUITE	#3	REMOVE	48	\$2,654.5
T4	6	TREE	#3	SAVE	0	
T5	8	OAK	#1	SAVE	0	
T6	12	MESQUITE	#3	REMOVE	36	\$1,492.9
T7	6	HACKBERRY	#4	REMOVE	12	\$249.0
T8	14	HACKBERRY	#4	REMOVE	28	\$1,355.2
Т9	6	OAK	#1	SAVE	0	
T10	6	OAK	#1	SAVE	0	
T11	8	OAK	#1	SAVE	0	
T12	6	OAK	#1	SAVE	0	
T13	6	OAK	#1	SAVE	0	
T14	6	OAK	#1	SAVE	0	
T15	6	OAK	#1	REMOVE	30	\$622.6
T16	6	OAK	#1	REMOVE	30	\$622.6
T17	16	MESQUITE	#3	REMOVE	48	\$2,654.
T18	6	OAK	#1	REMOVE	30	\$622.6
T19	6	OAK	#1	SAVE	0	
T20	6	OAK	#1	SAVE	0	
T21	10	BALD CYPRESS	#1	SAVE	0	
T22	10	BALD CYPRESS	#1	SAVE	0	
T23	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T24	16	MESQUITE	#3	REMOVE	48	\$2,654.!
T25	12	MESQUITE	#3	REMOVE	36	\$2,488.2
T26	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T27	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T28	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T29	20	MESQUITE	#3	REMOVE	60	\$4,147.4
T30	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T31	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T32	8	OAK	#1	REMOVE	40	\$663.9
T33	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T34	10	MESQUITE	#3	REMOVE	30	\$1,036.
T35	10	MESQUITE	#3	REMOVE	30	\$1,036.
T36	10	CYPRESS	#1	SAVE	0	, , ,
T37	6	OAK	#1	SAVE	0	



TREE MITIGATION
REQUIRED MITIGATION 818"
PROVIDED MITIGATION 0"

TREES REMOVED: 23
MITIGATION REQUIRED: \$37,098.07 INTO TREE FUND*
PROVIDED MITIGATION: \$37,098.07 INTO TREE FUND*

*DOLLAR AMOUNT BASED ON THE CITY OF LITTLE ELM
TREE VALUATION FORMULA



THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

JWG JWG RECKED BY: CHECKED BY: CHECKED BY:

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TREE PROTECTION GENERAL NOTES

- (A) PRIOR TO THE LAND CLEARING STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL CLEARLY MARK ALL PROTECTED TREES FOR WHICH A TREE REMOVAL PERMIT HAS NOT BEEN ISSUED AND SHALL ERECT BARRIERS FOR THE PROTECTION OF THE TREES ACCORDING TO THE FOLLOWING:
- (1) AROUND AN AREA AT OR GREATER THAN A SIX-FOOT RADIUS OF ALL SPECIES OF MANGROVES AND PROTECTED CABBAGE
- PALMS;
 (2) AROUND AN AREA AT OR GREATER THAN THE FULL DRIPLINE OF ALL PROTECTED NATIVE PINES;
- (3) AROUND AN AREA AT OR GREATER THAN TWO-THIRDS OF THE DRIPLINE OF ALL OTHER PROTECTED SPECIES.
 (B) NO PERSON SHALL ATTACH ANY SIGN, NOTICE OR OTHER OBJECT TO ANY PROTECTED TREE OR FASTEN ANY WIRES, CABLES, NAILS OR SCREWS TO ANY PROTECTED TREE IN ANY MANNER THAT COULD PROVE HARMFUL TO THE PROTECTED TREE, EXCEPT AS NECESSARY IN CONJUNCTION WITH ACTIVITIES IN THE PUBLIC INTEREST.
- (C) DURING THE CONSTRUCTION STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OR ON THE NEARBY GROUND OF ANY TREE OR GROUP OF TREES WHICH IS TO BE PRESERVED. WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OF ANY TREE OR ON NEARBY GROUND, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT STORAGE OF BUILDING MATERIAL AND/OR EQUIPMENT, OR DISPOSAL OF WASTE MATERIAL SUCH AS PAINTS, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF THE TREE.
- (D) NO PERSON SHALL PERMIT ANY UNNECESSARY FIRE OR BURNING WITHIN 30 FEET OF THE DRIPLINE OF A PROTECTED TREE.
- (E) ANY LANDSCAPING ACTIVITIES WITHIN THE BARRIER AREA SHALL BE ACCOMPLISHED WITH HAND LABOR.

 (F) PRIOR TO ISSUING A CERTIFICATE OF OCCUPANCY OR COMPLIANCE FOR ANY DEVELOPMENT, BUILDING OR STRUCTURE, ALL TREES
- DESIGNATED TO BE PRESERVED THAT WERE DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR WITH TREES OF EQUIVALENT DIAMETER AT BREAST HEIGHT TREE CALIPER AND OF THE SAME SPECIES AS SPECIFIED BY THE COUNTY ADMINISTRATOR, BEFORE OCCUPANCY OR USE, UNLESS APPROVAL FOR THEIR REMOVAL HAS BEEN GRANTED UNDER PERMIT.

 (G) THE COUNTY ADMINISTRATOR MAY CONDUCT PERIODIC INSPECTIONS OF THE SITE DURING LAND CLEARANCE AND CONSTRUCTION.
- (H) IF, IN THE OPINION OF THE COUNTY ADMINISTRATOR, DEVELOPMENT ACTIVITIES WILL SO SEVERELY STRESS SLASH PINES OR ANY
 OTHER PROTECTED TREE SUCH THAT THEY ARE MADE SUSCEPTIBLE TO INSECT ATTACK, PREVENTATIVE SPRAYING OF THESE
 TREES BY THE CONTRACTOR MAY BE REQUIRED.

CITY NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE
- MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.

 2. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE
- 3. NO SUBSTITUTIONS FOR PLANT MATERIALS IS ALLOWED, WITHOUT WRITTEN AND STAMPED APPROVAL BY THE DIRECTOR ON A REVISEDLANDSCAPE PLAN.
- 4. THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN THE SAME MANNER AS THE REQUIRED LANDSCAPE AREA. ALL DRIVEWAYS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR. ALL PLANTINGS
- INTENDED FOR EROSION CONTROL WILL BE MAINTAINED. THE TOWN MAY REQUIRE REVEGETATION TO PREVENT EROSION OR SLIPPAGE.
 5. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
 PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN 30 DAYS OR A DATE
- APPROVED BY THE DIRECTOR, BASED ON CURRENT SEASONS AND WEATHER CONDITIONS (I.E., DROUGHT OR FREEZE).

 6. WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID
- CONSICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.

 7. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE
- SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALI ED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- 3. REQUIRED LANDSCAPED OPEN AREAS AND DISTURBED SOIL AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.
- THE LANDSCAPE ORDINANCE.

 9. ALL STREETSCAPE FURNITURE (BENCHES, BOLLARDS, LAMPPOSTS, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP- AND 3AKE-RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK "STORM CLOUD" IN COLOR.





TREE DISPOSITION

XX/XX/2022

PROJECT No: 4335-99-001

SHEET No: Rev. #

TREE PROTECTION SPECIFICATIONS

MATERIALS

- 1. FABRIC: 4 FOOT HIGH ORANGE PLASTIC FENCING AS SHOWN ON THE PLANS AND SHALL BE WOVEN WITH 2 INCH MESH OPENINGS SUCH THAT IN A VERTICAL DIMENSION OF 23 INCHES ALONG THE DIAGONALS OF THE OPENINGS THERE SHALL BE AT LEAST 7 MESHES.
- 2. POSTS: POSTS SHALL BE A MINIMUM OF 72 INCHES LONG AND STEEL 'T' SHAPED WITH A MINIMUM WEIGHT OF 1.3 POUNDS PER LINEAR FOOT.
- 3. TIE WIRE: WIRE FOR ATTACHING THE FABRIC TO THE T-POSTS SHALL BE NOT LESS THAN NO. 12 GAUGE GALVANIZED WIRE.
- 4. USED MATERIALS: PREVIOUSLY-USED MATERIALS, MEETING THE ABOVE REQUIREMENTS AND WHEN APPROVED BY THE OWNER, MAY BE USED.

CONSTRUCTION METHODS

- 1. ALL TREES AND SHRUBS SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.
- 2. EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST AND OBTAIN ALL REQUIRED PERMITS TO PRUNE THE EXISTING TREES FOR CLEANING, RAISING AND THINNING, AS MAY BE REQUIRED.
- 3. PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE CRITICAL ROOT ZONE (CRZ, EQUAL TO 1' FROM THE TRUNK FOR EVERY 1" OF DBH) AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST, AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION. TREES IN CLOSE PROXIMITY SHALL BE FENCED TOGETHER, RATHER THAN INDIVIDUALLY.
- 4. PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.
- 5. THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.
- 6. THE INSTALLATION POSTS SHALL BE PLACED EVERY 6 FEET ON CENTER AND EMBEDDED TO 18 INCHES DEEP. MESH FABRIC SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE FABRIC TO THE T-POSTS TO HOLD THE FABRIC IN A STABLE AND UPRIGHT POSITION.

7. WITHIN THE CRZ:

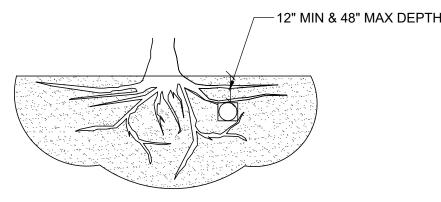
- a. DO NOT CLEAR, FILL OR GRADE IN THE CRZ OF ANY TREE.
- b. DO NOT STORE, STOCKPILE OR DUMP ANY JOB MATERIAL, SOIL OR
- RUBBISH UNDER THE SPREAD OF THE TREE BRANCHES.
 c. DO NOT PARK OR STORE ANY EQUIPMENT OR SUPPLIES UNDER THE
- TREE CANOPY.

 d. DO NOT SET UP ANY CONSTRUCTION OPERATIONS UNDER THE TREE CANOPY (SUCH AS PIPE CUTTING AND THREADING, MORTAR MIXING,
- PAINTING OR LUMBER CUTTING).
 e. DO NOT NAIL OR ATTACH TEMPORARY SIGNS METERS, SWITCHES, WIRES, BRACING OR ANY OTHER ITEM TO THE TREES.
- f. DO NOT PERMIT RUNOFF FROM WASTE MATERIALS INCLUDING SOLVENTS, CONCRETE WASHOUTS, ASPHALT TACK COATS (MC-30 OIL), ETC. TO ENTER THE CRZ. BARRIERS ARE TO BE PROVIDED TO PREVENT SUCH RUNOFF SUBSTANCES FROM ENTERING THE CRZ WHENEVER POSSIBLE, INCLUDING IN AN AREA WHERE RAIN OR SURFACE WATER COULD CARRY SUCH MATERIALS TO THE ROOT SYSTEM OF THE TREE.

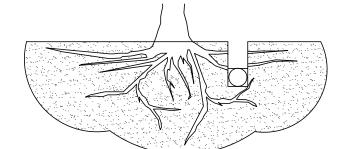
- 8. ROUTE UNDERGROUND UTILITIES TO AVOID THE CRZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM
- 9. WHERE EXCAVATION IN THE VICINITY OF TREES MUST OCCUR, SUCH AS FOR IRRIGATION INSTALLATION, PROCEED WITH CAUTION, AND USING HAND TOOLS ONLY.
- 10. THE CONTRACTOR SHALL NOT CUT ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. ALL ROOTS LARGER THAN ONE INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OAKS ONLY, ALL WOUNDS SHALL BE PAINTED WITH WOUND SEALER WITHIN 30 MINUTES
- 11. REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.
- 12. TREES DAMAGED OR KILLED DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S AND LOCAL JURISDICTION'S SATISFACTION.
- 13. ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO ITS REMOVAL, AND THE CONTRACTOR SHALL HAVE ALL REQUIRED PERMITS FOR SUCH ACTIVITIES.
- 14. COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.
- 15. IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DUING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THE SOIL WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
- 16. WATER ALL TREES IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONCE A WEEK DURING PERIODS OF HOT DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
- 17. WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.
- 18. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION-RELATED ACTIVITIES HAVE BEEN REMOVED.

TREES THAT ARE MARKED TO BE PRESERVED ON A SITE PLAN AND FOR WHICH UTILITIES MUST PASS TROUGH THEIR ROOT PROTECTION ZONES MAY REQUIRE TUNNELING AS OPPOSED TO OPEN TRENCHES. THE DECISION TO TUNNEL WILL BE DETERMINED ON A CASE BY CASE BASIS BY THE ENGINEER.

TUNNELS SHALL BE DUG THROUGH THE ROOT PROTECTION ZONE IN ORDER TO MINIMIZE ROOT DAMAGE.



TUNNEL TO MINIMIZE ROOT DAMAGE (TOP) AS OPPOSED TO SURFACE-DUG TRENCHES IN ROOT PROTECTION ZONE WHEN THE 5' MINIMUM DISTANCE FROM TRUNK CAN NOT BE ACHIEVED.



OPEN TRENCHING MAY BE USED IF EXPOSED TREE ROOTS DO NOT EXCEED 3" OR ROOTS CAN BE BENT BACK.

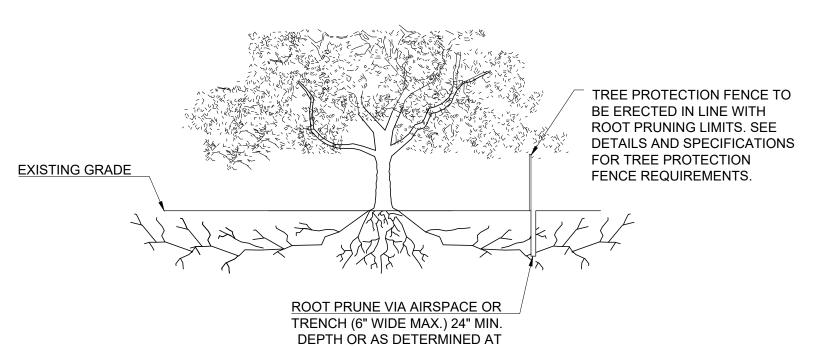
BORING THROUGH ROOT PROTECTION ZONE SCALE: NOT TO SCALE

NOTES

- 1. RETENTION AREAS WILL BE SET AS PART OF THE REVIEW PROCESS AND
 - PRE-CONSTRUCTION MEETING.
 BOUNDARIES OF RETENTION AREAS MUST BE STAKED AT THE PRE-CONSTRUCTION
- MEETING AND FLAGGED PRIOR TO ROOT PRUNING.

 3. EXACT LOCATION OF ROOT PRUNING SHALL BE DETERMINED IN THE FIELD IN
- COORDINATION WITH THE FORESTRY INSPECTOR.
- 4. TRENCH SHOULD BE IMMEDIATELY BACKFILLED WITH EXCAVATED SOIL OR OTHER
- ORGANIC SOIL AS SPECIFIED PER PLAN OR BY THE FORESTRY INSPECTOR.

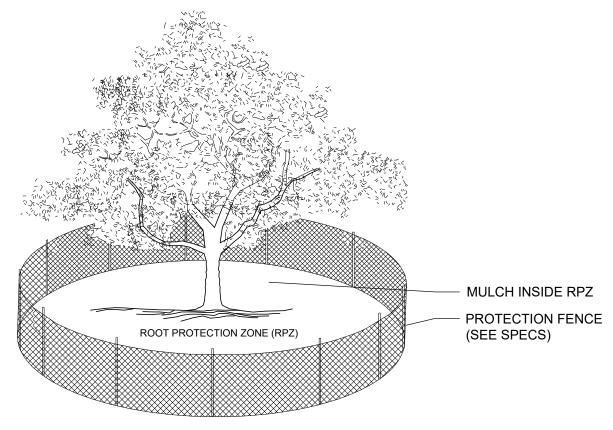
 5. ROOTS SHALL BE CLEANLY CUT USING VIBRATORY KNIFE OR OTHER ACCEPTABLE
- EQUIPMENT. ROT PRUNING METHODS AND MEANS MUST BE IN ACCORDANCE WITH ANSI STANDARD A3000.
- ALL PRUNING MUST BE EXECUTED AT LOD SHOWN ON PLANS OR AS AUTHORIZED IN WRITING BY THE FORESTRY INSPECTOR.
- 7. SUPPLEMENTAL WATERING MAY BE REQUIRED FOR ROOT PRUNED TREES THROUGHOUT THE GROWING SEASON DURING CONSTRUCTION AND SUBSEQUENT WARRANTY AND MAINTENANCE PERIOD.



PRE-CONSTRUCTION MEETING.

D RC

ROOT PRUNING DETAIL
SCALE: NOT TO SCALE

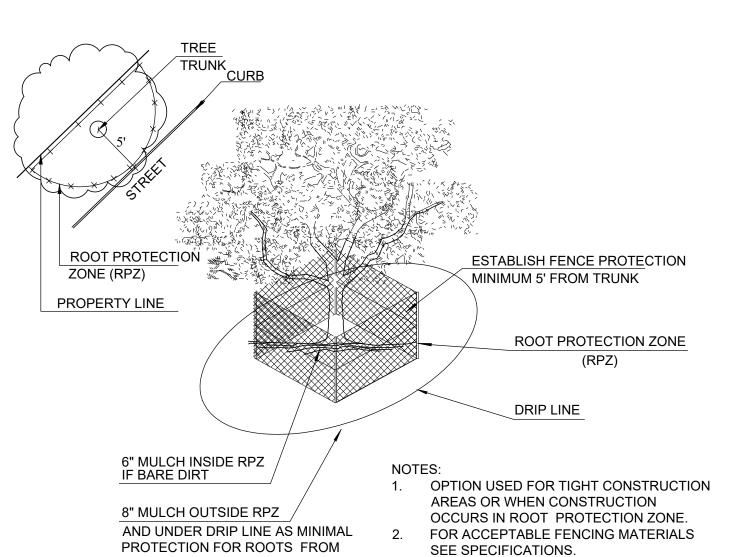


1. THE FENCING LOCATION SHOWN ABOVE IS DIAGRAMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND BE LIMITED TO PROJECT BOUNDARY. WHERE MULTIPLE ADJACENT TREES WILL BE ENCLOSED BY FENCING, THE FENCING SHALL BE CONTINUOUS AROUND ALL TREES.

2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

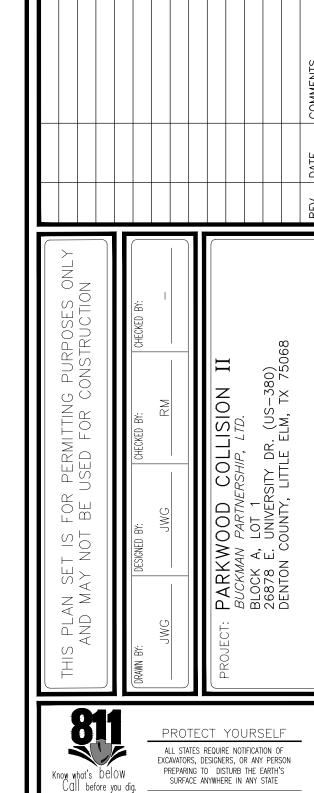
A TREE PROTECTION FENCE SCALE: NOT TO SCALE

CONSTRUCTION ACTIVITIES



TREE PROTECTION FENCE - TIGHT CONSTRUCTION

SCALE: NOT TO SCALE





OR STATE SPECIFIC DIRECT PHONE NUMBERS VIS

www.dynamicec.com

TREE
PRESERVATION DETAILS
AND NOTES

EVERGREEN

PROJECT NO:
4335-99-001

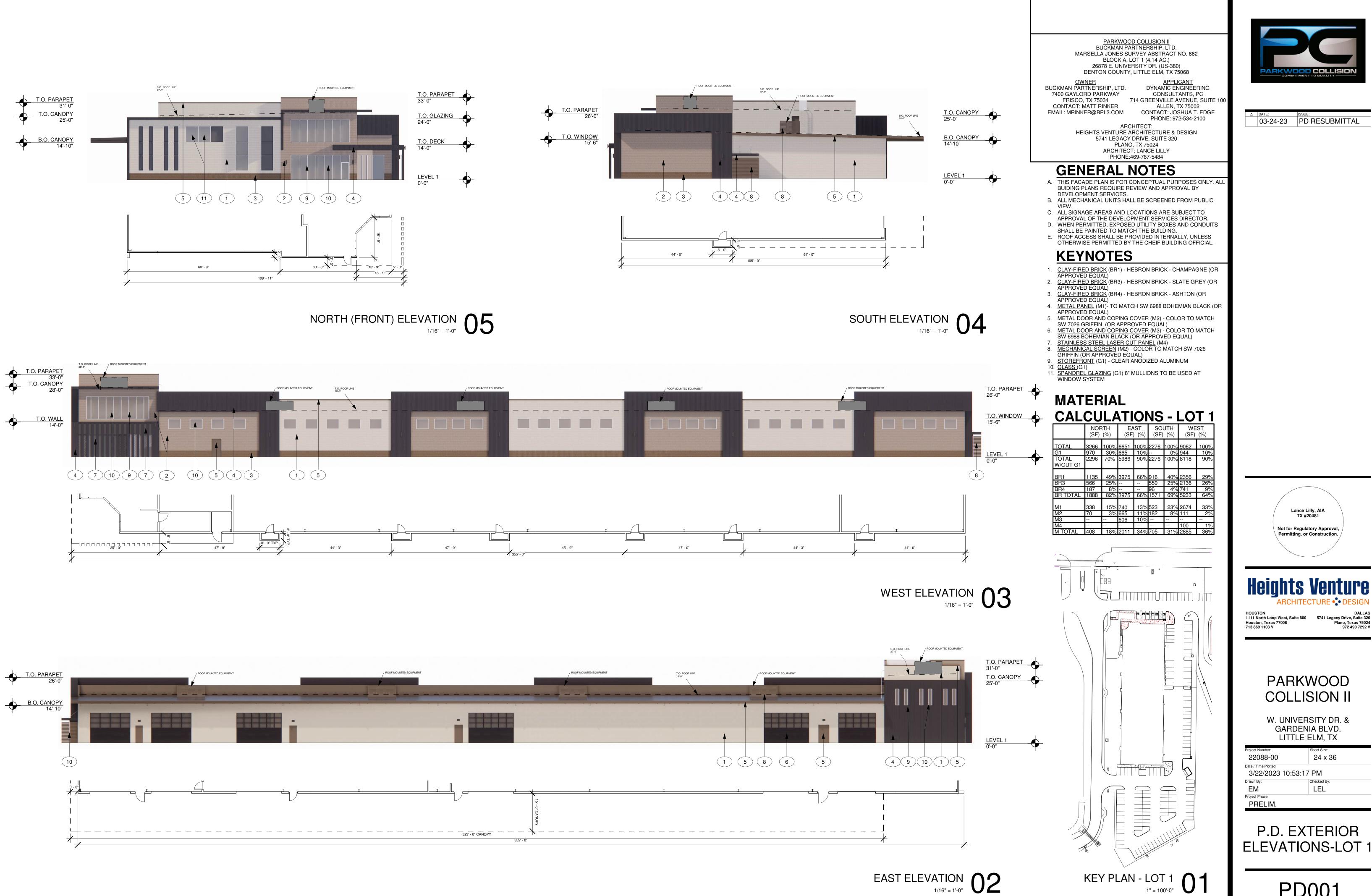
(800) 680-6630 15455 Dallas Pkwy., Ste 600 Addison, TX 75001 www.EvergreenDesignGroup.com TD-2

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03-24-23 PD RESUBMITTAL



Lance Lilly, AIA TX #20481

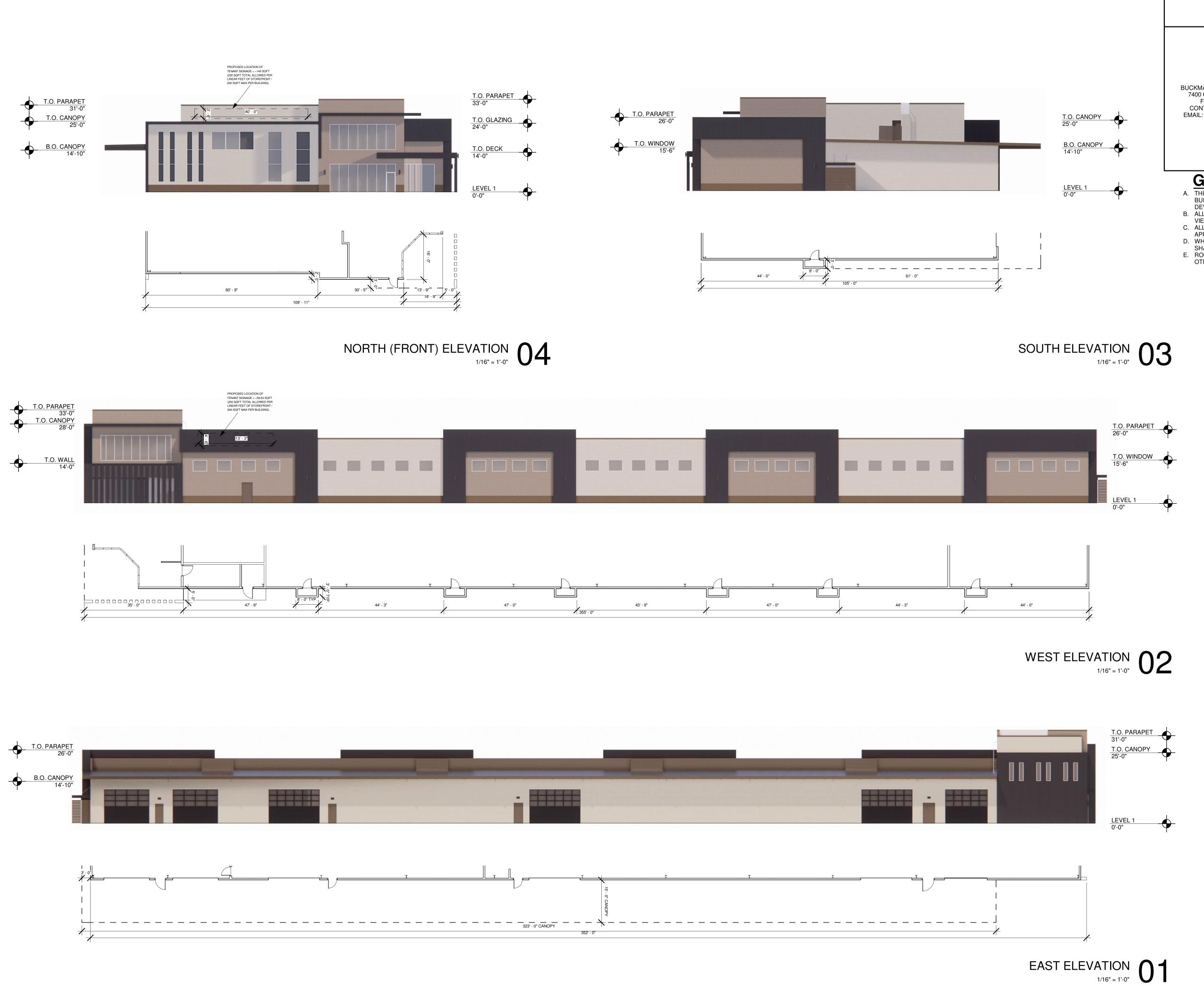
Not for Regulatory Approval, Permitting, or Construction.

W. UNIVERSITY DR. & GARDENIA BLVD. LITTLE ELM, TX

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P.D. EXTERIOR **ELEVATIONS-LOT 1**

PD001



FOR STAFF USE

PARKWOOD COLLISION II BUCKMAN PARTNERSHIP, LTD. MARSELLA JONES SURVEY ABSTRACT NO. 662

BLOCK A, LOT 1 (4.14 AC.) 26878 E. UNIVERSITY DR. (US-380) DENTON COUNTY, LITTLE ELM, TX 75068

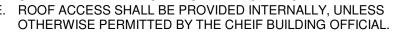
<u>APPLICANT</u> DYNAMIC ENGINEERING BUCKMAN PARTNERSHIP, LTD. CONSULTANTS, PC 7400 GAYLORD PARKWAY FRISCO, TX 75034 714 GREENVILLE AVENUE, SUITE 100 CONTACT: MATT RINKER ALLEN, TX 75002 EMAIL: MRINKER@BPL3.COM CONTACT: JOSHUA T. EDGE PHONE: 972-534-2100

ARCHITECT:
HEIGHTS VENTURE ARCHITECTURE & DESIGN 5741 LEGACY DRIVE, SUITE 320 PLANO, TX 75024 ARCHITECT: LANCE LILLY PHONE:469-767-5484

GENERAL NOTES

- A. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUIDING PLANS REQUIRE REVIEW AND APPROVAL BY
- DEVELOPMENT SERVICES.

 B. ALL MECHANICAL UNITS HALL BE SCREENED FROM PUBLIC
- C. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF THE DEVELOPMENT SERVICES DIRECTOR.
- D. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS
- SHALL BE PAINTED TO MATCH THE BUILDING. E. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS





03-24-23 PD RESUBMITTAL





PARKWOOD COLLISION II

W. UNIVERSITY DR. & GARDENIA BLVD. LITTLE ELM, TX

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P.D. SIGNAGE PLAN LOT 1

PD002

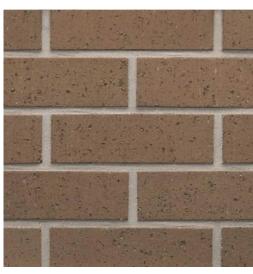
MATERIAL BOARD - LOT 1



<u>CLAY-FIRED BRICK (BR1)</u> -HEBRON BRICK - CHAMPAGNE (OR APPROVED EQUAL)



<u>CLAY-FIRED BRICK (</u>BR3) -HEBRON BRICK - SLATE GREY (OR APPROVED EQUAL)



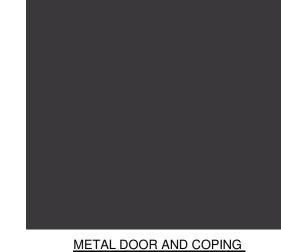
<u>CLAY-FIRED BRICK (BR4) -</u> HEBRON BRICK - ASHTON (OR APPROVED EQUAL)



METAL PANEL (M1) -COLOR: TO MATCH SW 6988 "BOHEMIAN BLACK" (OR APPROVED EQUAL)



METAL DOOR AND COPING COVER (M2) -COLOR: TO MATCH SW 7026 (OR APPROVED EQUAL)



METAL DOOR AND COPING COVER (M3) -COLOR: TO MATCH SW 6988 "BOHEMIAN BLACK" (OR APPROVED EQUAL)



STAINLESS STEEL LASER CUT PANEL (M4) (OR APPROVED EQUAL)



STOREFRONT (G1) -COLOR: CLEAR ANODIZED ALUMINUM



ECHELON QUIK BRIK (B1) - COLOR: WHITE LIMESTONE (OR APPROVED EQUAL)

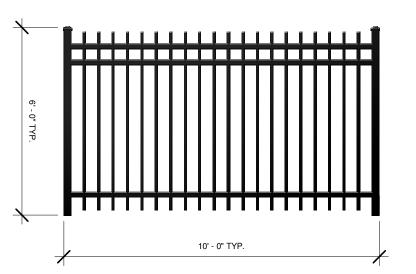
PERSPECTIVE RENDERINGS - LOT 1

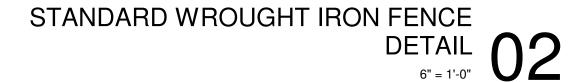


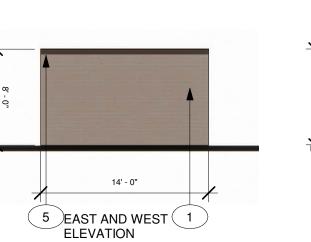
NORTHWEST CORNER PERSPECTIVE

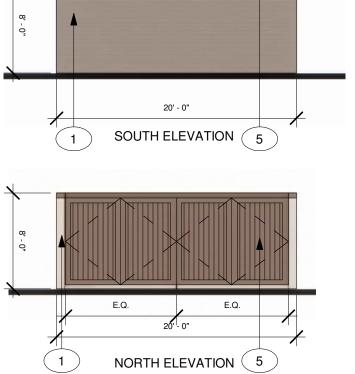


NORTHEAST CORNER PERSPECTIVE









DUMPSTER ELEVATIONS LOT 1

1/8" = 1'-0"

FOR STAFF USE

PARKWOOD COLLISION II BUCKMAN PARTNERSHIP, LTD. MARSELLA JONES SURVEY ABSTRACT NO. 662 BLOCK A, LOT 1 (4.14 AC.) 26878 E. UNIVERSITY DR. (US-380) DENTON COUNTY, LITTLE ELM, TX 75068

<u>OWNER</u> BUCKMAN PARTNERSHIP, LTD. APPLICANT
DYNAMIC ENGINEERING 7400 GAYLORD PARKWAY CONSULTANTS, PC FRISCO, TX 75034 714 GREENVILLE AVENUE, SUITE 100 CONTACT: MATT RINKER ALLEN, TX 75002 CONTACT: JOSHUA T. EDGE EMAIL: MRINKER@BPL3.COM PHONE: 972-534-2100

ARCHITECT:
HEIGHTS VENTURE ARCHITECTURE & DESIGN
5741 LEGACY DRIVE, SUITE 320 PLANO, TX 75024 ARCHITECT: LANCE LILLY PHONE:469-767-5484

GENERAL NOTES

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- D. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS
- SHALL BE PAINTED TO MATCH THE BUILDING.

 E. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHEIF BUILDING OFFICIAL.

KEYNOTES

- 1. CLAY-FIRED BRICK (BR1) HEBRON BRICK CHAMPAGNE (OR APPROVED EQUAL)
- CLAY-FIRED BRICK (BR3) HEBRON BRICK SLATE GREY (OR APPROVED EQUAL)
 CLAY-FIRED BRICK (BR4) HEBRON BRICK ASHTON (OR
- APPROVED EQUAL)
- 4. METAL PANEL (M1)- TO MATCH SW 6988 BOHEMIAN BLACK (OR APPROVED EQUAL)
- METAL DOOR AND COPING COVER (M2) COLOR TO MATCH SW 7026 GRIFFIN (OR APPROVED EQUAL)
- SW 7026 GRIFFIN (OR APPROVED EQUAL)

 6. METAL DOOR AND COPING COVER (M3) COLOR TO MATCH SW 6988 BOHEMIAN BLACK (OR APPROVED EQUAL)

 7. STAINLESS STEEL LASER CUT PANEL (M4)

 8. MECHANICAL SCREEN (M2) COLOR TO MATCH SW 7026 GRIFFIN (OR APPROVED EQUAL)

 9. STOREFRONT (G1) CLEAR ANODIZED ALUMINUM

 10. GLASS (G1)

 11. SPANDREL GLAZING (G1) 8" MULLIONS TO BE USED AT WINDOW SYSTEM



03-24-23 PD RESUBMITTAL



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1111 North Loop West, Suite 800
Houston, Texas 77008 Plano, Texas 75024
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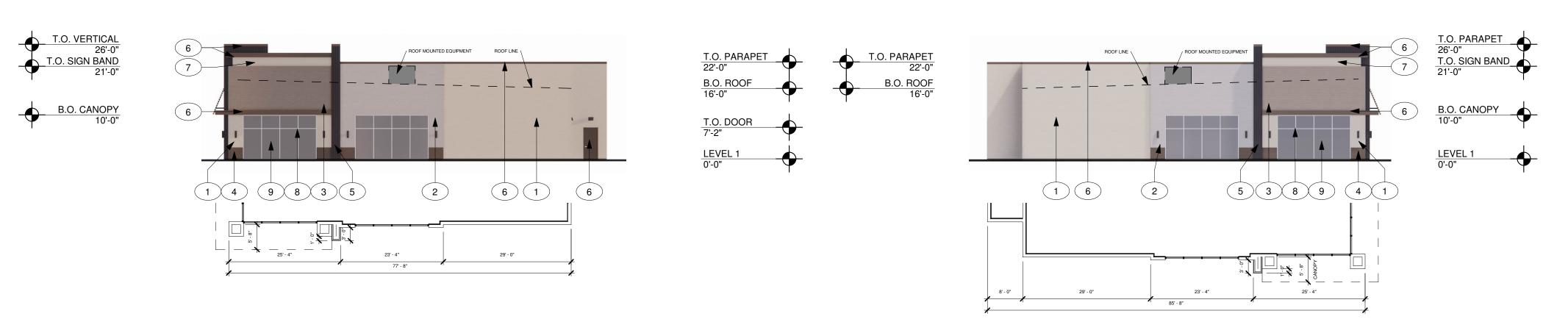
PARKWOOD COLLISION II

W. UNIVERSITY DR. & GARDENIA BLVD. LITTLE ELM, TX

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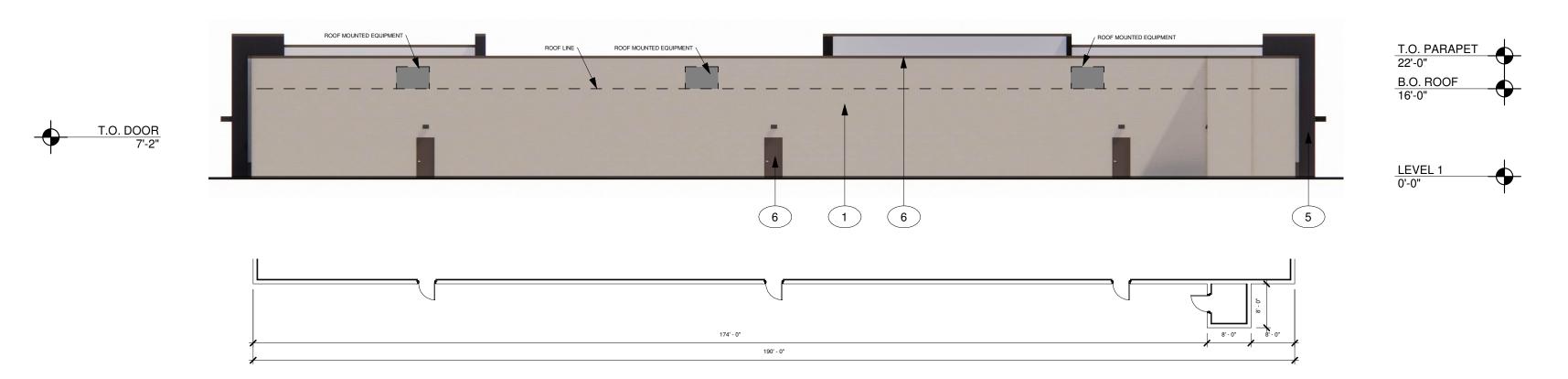
P.D. MATERIAL BOARD - LOT 1

PD003

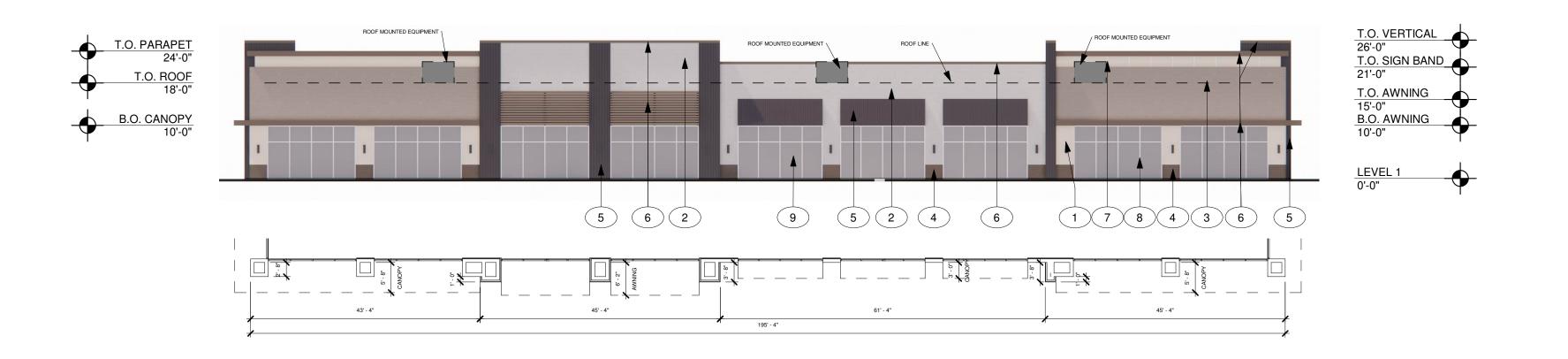


WEST ELEVATION 05

EAST ELEVATION 04



SOUTH ELEVATION 1/16" = 1'-0"



NORTH (FRONT) ELEVATION 1/16" = 1'-0"

FOR STAFF USE

PARKWOOD COLLISION II BUCKMAN PARTNERSHIP, LTD. MARSELLA JONES SURVEY ABSTRACT NO. 662 BLOCK A, LOT 2 (2.19 AC.) 26878 E. UNIVERSITY DR. (US-380) DENTON COUNTY, LITTLE ELM, TX 75068

BUCKMAN PARTNERSHIP, LTD. 7400 GAYLORD PARKWAY FRISCO, TX 75034 CONTACT: MATT RINKER EMAIL: MRINKER@BPL3.COM

<u>APPLICANT</u> DYNAMIC ENGINEERING CONSULTANTS, PC 714 GREENVILLE AVENUE, SUITE 100 ALLEN, TX 75002 CONTACT: JOSHUA T. EDGE PHONE: 972-534-2100

ARCHITECT:
HEIGHTS VENTURE ARCHITECTURE & DESIGN 5741 LEGACY DRIVE, SUITE 320 PLANO, TX 75024 ARCHITECT: LANCE LILLY PHONE:469-767-5484

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KEYNOTES

- 1. ECHELON QUIK BRIK (B1) WHITE LIMESTONE (OR APPROVED
- 2. <u>ECHELÓN QUIK BRIK</u> (B2) HILLCREST GRAY (OR APPROVED EQUAL)
- 3. <u>ECHELON QUIK BRIK</u> (B3) GRAY GRANITE (OR APPROVED
- ECHELON QUIK BRIK (B4) CANOE (OR APPROVED EQUAL)
 METAL PANEL (M1)- TO MATCH SW 6988 BOHEMIAN BLACK (OR APPROVED EQUAL)
- METAL DOOR AND COPING COVER (M2) COLOR TO MATCH SW 7026 GRIFFIN (OR APPROVED EQUAL)
 EIFS (E1) #456 OYSTER SHELL
 STOREFRONT (G1) CLEAR ANODIZED ALUMINUM
 GLASS (G1)

MATERIAL CALCULATIONS - LOT 2

OAL	<u> </u>		7	<u> </u>	10			
	NORTH (SF) (%)		EA (SF	AST) (%)		JTH (%)	WE (SF)	ST (%)
TOTAL	4664	100%	1941	100%	3180	100%	1941	100%
G1	1480	32%	334	17%		0%	334	17%
TOTAL W/OUT G1	3184	68%	1607	83%	3180	100%	1607	83%
B1	147	5%	844	53%	3013	95%	820	51%
B2	864	27%	317	20%			317	20%
B3	867	27%	233	15%			233	15%
B4	89	3%	36	2%			36	2%
B TOTAL	1967	62%	1430	90%	3013	95% 	1406	87%
M1	597	19%	51	3%			51	3%
M2	451	14%	81	5%	167	5%	105	6%
M TOTAL	1048	33%	132	8%	167	5%	156	9%
E1	169	5%	45	2%			45	2%

KEY PLAN LOT 2 1" = 100'-0"



RKWOOD COLLISION

03-24-23 PD RESUBMITTAL



1111 North Loop West, Suite 800 Houston, Texas 77008 713 869 1103 V

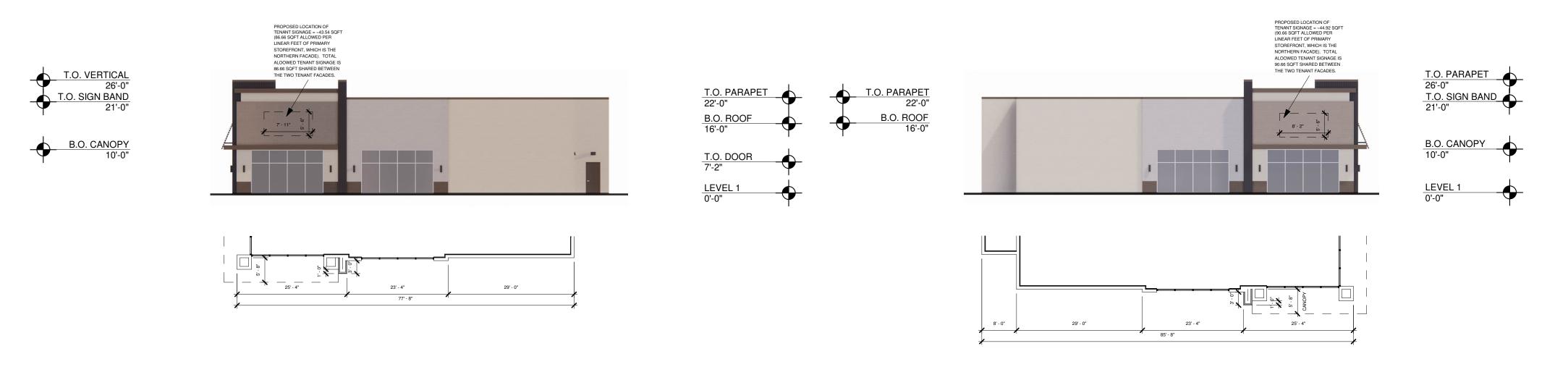
PARKWOOD PHASE 2 -RETAIL

W. UNIVERSITY DR. & GARDENIA BLVD. LITTLE ELM, TX

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22088-001	24 x 36		
Date / Time Plotted:			
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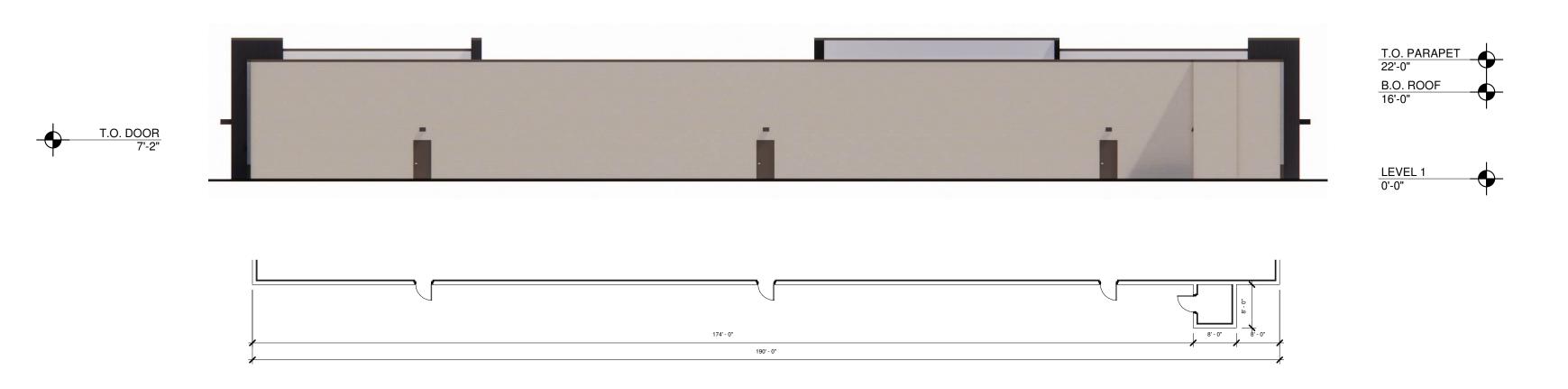
P.D. EXTERIOR **ELEVATIONS-LOT 2**

PD004

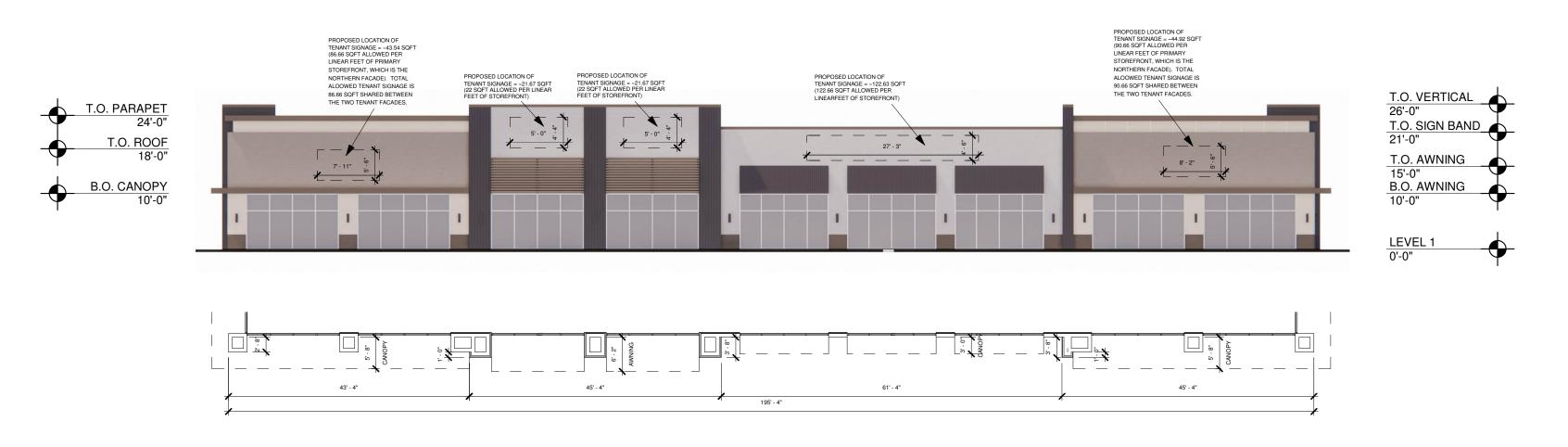


WEST ELEVATION 04

EAST ELEVATION 1/16" = 1'-0"



SOUTH ELEVATION 1/16" = 1'-0"



NORTH (FRONT) ELEVATION
1/16" = 1'-0"

FOR STAFF USE

PARKWOOD COLLISION II BUCKMAN PARTNERSHIP, LTD. MARSELLA JONES SURVEY ABSTRACT NO. 662

MARSELLA JONES SURVEY ABSTRACT NO. 66
BLOCK A, LOT 2 (2.19 AC.)
26878 E. UNIVERSITY DR. (US-380)
DENTON COUNTY, LITTLE ELM, TX 75068

OWNER
BUCKMAN PARTNERSHIP, LTD.
7400 GAYLORD PARKWAY
FRISCO, TX 75034
CONTACT: MATT RINKER
EMAIL: MRINKER@BPL3.COM

APPLICANT
DYNAMIC ENGINEERING
CONSULTANTS, PC
714 GREENVILLE AVENUE, SUITE 100
ALLEN, TX 75002
CONTACT: JOSHUA T. EDGE
PHONE: 972-534-2100

ARCHITECT:
HEIGHTS VENTURE ARCHITECTURE & DESIGN
5741 LEGACY DRIVE, SUITE 320
PLANO, TX 75024
ARCHITECT: LANCE LILLY
PHONE:469-767-5484

GENERAL NOTES

- A. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUIDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- B. ALL MECHANICAL UNITS HALL BE SCREENED FROM PUBLIC
- C. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO
- APPROVAL OF THE DEVELOPMENT SERVICES DIRECTOR.

 D. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- E. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHEIF BUILDING OFFICIAL.



Δ DATE: ISSUE:
03-24-23 PD RESUBMITTAL



Heights Venture ARCHITECTURE . DESIGN

HOUSTON DALLAS
1111 North Loop West, Suite 800 5741 Legacy Drive, Suite 320
Houston, Texas 77008 Plano, Texas 75024
713 869 1103 V 972 490 7292 V

PARKWOOD PHASE 2 -RETAIL

W. UNIVERSITY DR. & GARDENIA BLVD. LITTLE ELM, TX

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Project Number:	Sheet Size:
22088-001	24 x 36
Date / Time Plotted: 3/22/2023 10:5	5:00 PM
Drawn By:	Checked By:
EM, MT	LEL
Project Phase:	

P.D. SIGNAGE PLAN LOT 2

PD005

MATERIAL BOARD - LOT 2



ECHELON QUIK BRIK (B1) -COLOR: WHITE LIMESTONE (OR APPROVED EQUAL)



ECHELON QUIK BRIK (B2) -COLOR: HILLCREST GRAY (OR APPROVED EQUAL)



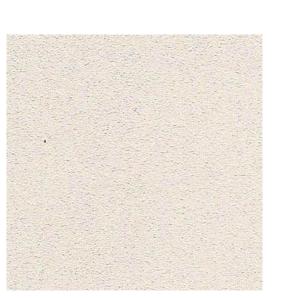
ECHELON QUIK BRIK (B3) -COLOR: GRAY GRANITE (OR APPROVED EQUAL)



ECHELON QUIK BRIK (B4) -COLOR: CANOE (OR APPROVED EQUAL)



METAL PANEL (M1) -COLOR: TO MATCH SW 6988 "BOHEMIAN BLACK" (OR APPROVED EQUAL)



EIFS (E1) -COLOR: #456 OYSTER SHELL (OR APPROVED EQUAL)



METAL DOOR AND COPING COVER (M2) -COLOR: TO MATCH SW 7026 (OR APPROVED EQUAL)



STOREFRONT (G1) -COLOR: CLEAR ANODIZED ALUMINUM

PERSPECTIVE RENDERINGS - LOT 2



NORTHWEST CORNER PERSPECTIVE



NORTHEAST CORNER PERSPECTIVE

FOR STAFF USE

<u>PARKWOOD COLLISION II</u> BUCKMAN PARTNERSHIP, LTD. MARSELLA JONES SURVEY ABSTRACT NO. 662
BLOCK A, LOT 2 (2.19 AC.)
26878 E. UNIVERSITY DR. (US-380)
DENTON COUNTY, LITTLE ELM, TX 75068

<u>OWNER</u> BUCKMAN PARTNERSHIP, LTD. 7400 GAYLORD PARKWAY FRISCO, TX 75034 CONTACT: MATT RINKER

EMAIL: MRINKER@BPL3.COM

<u>APPLICANT</u> DYNAMIC ENGINEERING CONSULTANTS, PC 714 GREENVILLE AVENUE, SUITE 100 ALLEN, TX 75002 CONTACT: JOSHUA T. EDGE PHONE: 972-534-2100

ARCHITECT:
HEIGHTS VENTURE ARCHITECTURE & DESIGN
5741 LEGACY DRIVE, SUITE 320
PLANO, TX 75024
ARCHITECT: LANCE LILLY
PHONE:469-767-5484

GENERAL NOTES

- A. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUIDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.

 B. ALL MECHANICAL UNITS HALL BE SCREENED FROM PUBLIC

- C. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF THE DEVELOPMENT SERVICES DIRECTOR.
- D. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING. E. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHEIF BUILDING OFFICIAL.
- **KEYNOTES**
- 1. ECHELON QUIK BRIK (B1) WHITE LIMESTONE (OR APPROVED

- EQUAL)
 ECHELON QUIK BRIK (B4) CANOE (OR APPROVED EQUAL)
 METAL PANEL (M1)- TO MATCH SW 6988 BOHEMIAN BLACK (OR APPROVED EQUAL)
 METAL DOOR AND COPING COVER (M2) COLOR TO MATCH SW 7026 GRIFFIN (OR APPROVED EQUAL)
 EIFS (E1) #456 OYSTER SHELL
 STOREFRONT (G1) CLEAR ANODIZED ALUMINUM
 GLASS (G1)



03-24-23 PD RESUBMITTAL



HOUSTON DALLAS
1111 North Loop West, Suite 800
Houston, Texas 77008 Plano, Texas 75024
713 869 1103 V 972 490 7292 V

PARKWOOD PHASE 2 -RETAIL

W. UNIVERSITY DR. & GARDENIA BLVD. LITTLE ELM, TX

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Project Number:	Sheet Size:	
22088-001	24 x 36	
Date / Time Plotted: 3/22/2023 10:5	55:00 PM	
Drawn By:	Checked By:	
EM	LL	
Project Phase:		

P.D. MATERIAL BOARD - LOT 2

PD006

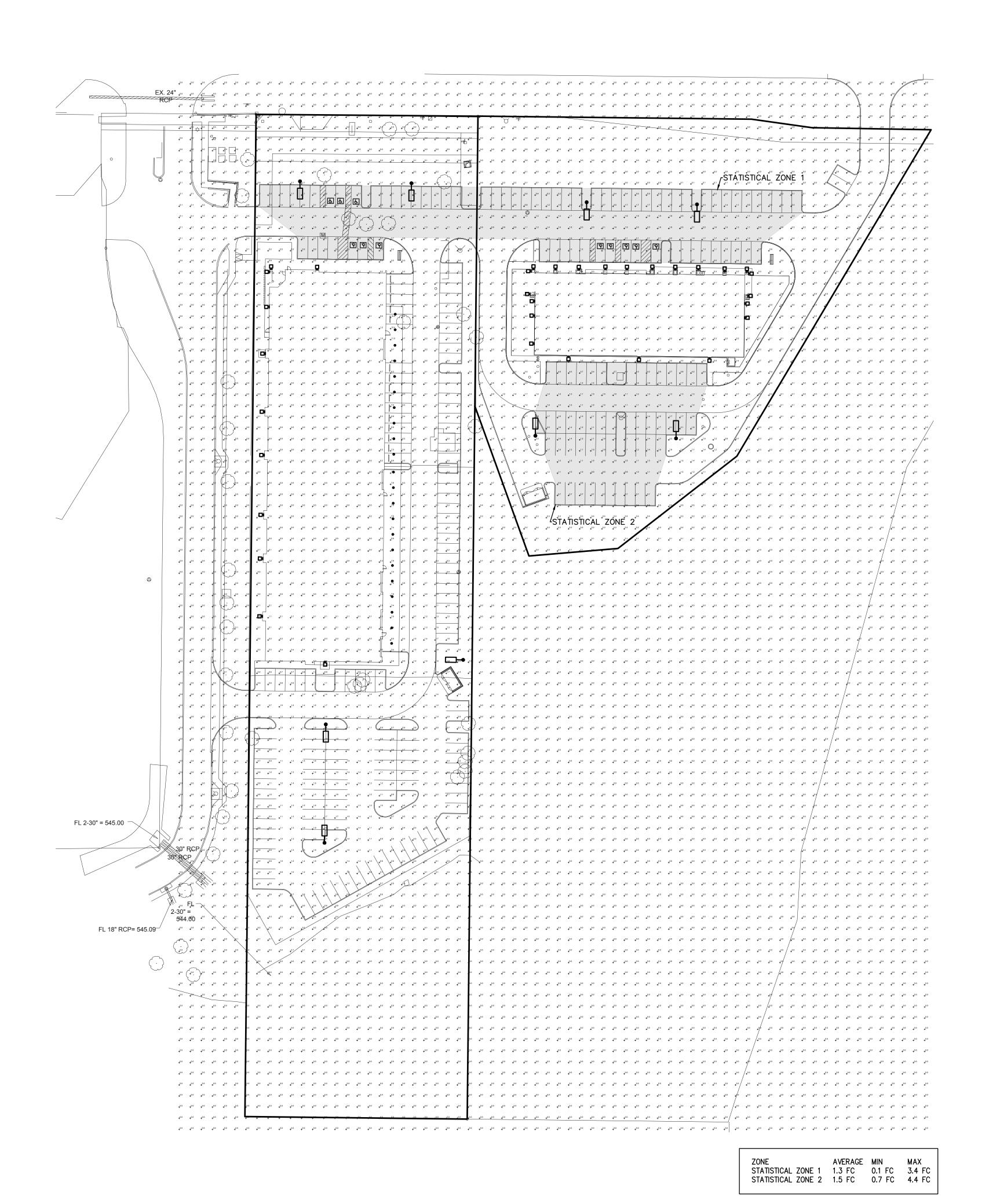
DUMPSTER ELEVATIONS LOT 2

1/8" = 1'-0"

5 EAST AND WEST 1 ELEVATION

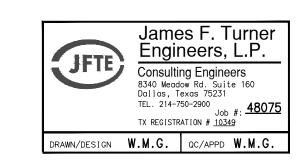
SOUTH ELEVATION 5

NORTH ELEVATION (5)





02-02-2023 INTERIOR DD SET 02-28-2023 PD RESUBMITTAL





1111 North Loop West, Suite 800 5741 Legacy Drive, Suite 320

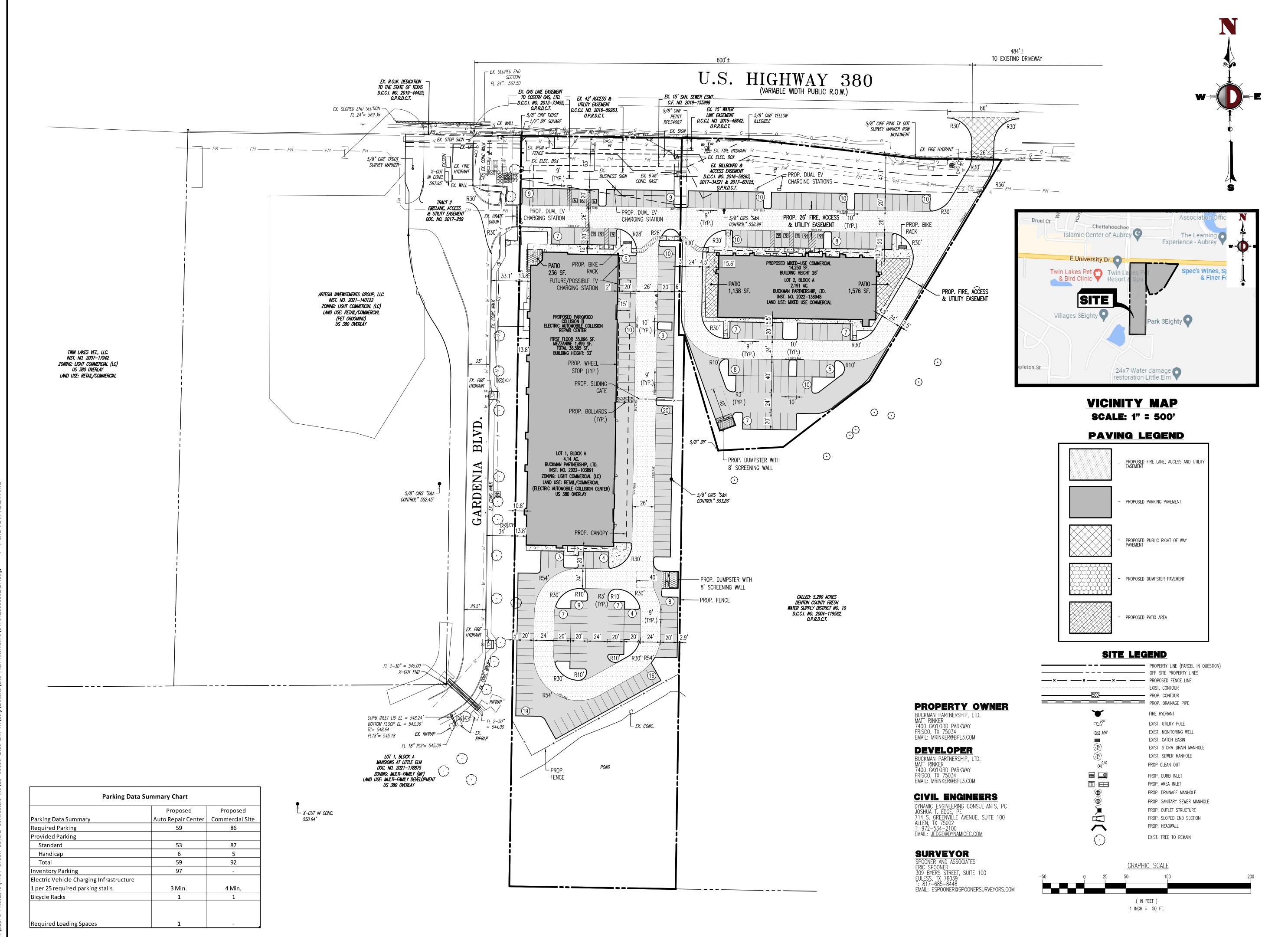
PARKWOOD **COLLISION II**

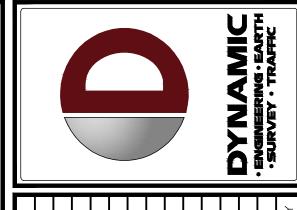
W. UNIVERSITY DR. & GARDENIA BLVD. LITTLE ELM. TX

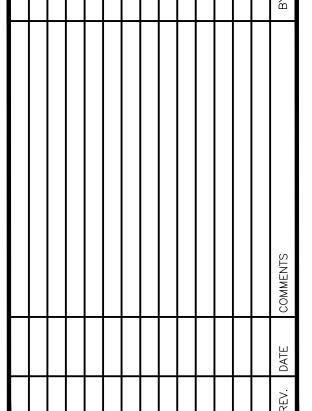
	LITTLE ELIVI, TX			
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Date / Time Plotted: 1/23/2023 2:07:38	PM			
Drawn By:	Checked By:			
EM, LC, MT	LEL			
Project Phase:				
_PRELIM.				

PHOTOMETRIC PLAN

PH1.0







ONLY AND MAY NOT BE USED FOR CONSTRUCTION
RG
PROJECT: PARKWOOD COLLISION II
BUCKMAN PARTNERSHIP, LTD.
S. Su
BLOCK A, LOT 1 (4.14 AC.) & LOT 2 (2.19 AC.)
RSITY
DENTON COUNTY, LITTLE ELM, TX 75068



LAND DEVELOPMENT CONSULTING • PERMITTING
GEOTECHNICAL • ENVIRONMENTAL
TRAFFIC • SURVEY • PLANNING & ZONING
(dba) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, PC
714 S. Greenville Avenue
Suite 100, Allen, TX 75002
T: 972.534.2100
Offices conveniently located at:
Lake Como, New Jersey • T: 732.974.0198
Chester, New Jersey • T: 732.974.0198
Chester, New Jersey • T: 732.974.0198
NewJown, Pennsylvania • T: 267.885.0276
Priladelonia, Pennsylvania • T: 215.253.4898
Bettlehem, Pennsylvania • T: 215.253.4898
Bettlehem, Pennsylvania • T: 610.598.4400
Allen, Texas • T: 797.2534.2100

Bethlehem, Pennsylvania • T. 610.598.4400

Allen, Texas • T. 572.534.2100

Houston, Texas • T. 572.534.2100

Austin, Texas • T. 5112.646.2646

Delray Beach, Roinido • T. 561.921.8570

Annapolis, Maryland • T. 410.567.5000

Texas Registered Engineering Firm No. F-13660

WWW.dynamicec.com

PRELIMINARY PLAN
FOR REVIEW ONLY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND MARKUP UNDER THE AUTHORITY OF JOSHUA T. EDGE, STATE LICENSE NUMBER 108564 ON 03/21/2023. THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

JOSHUA T. EDGE

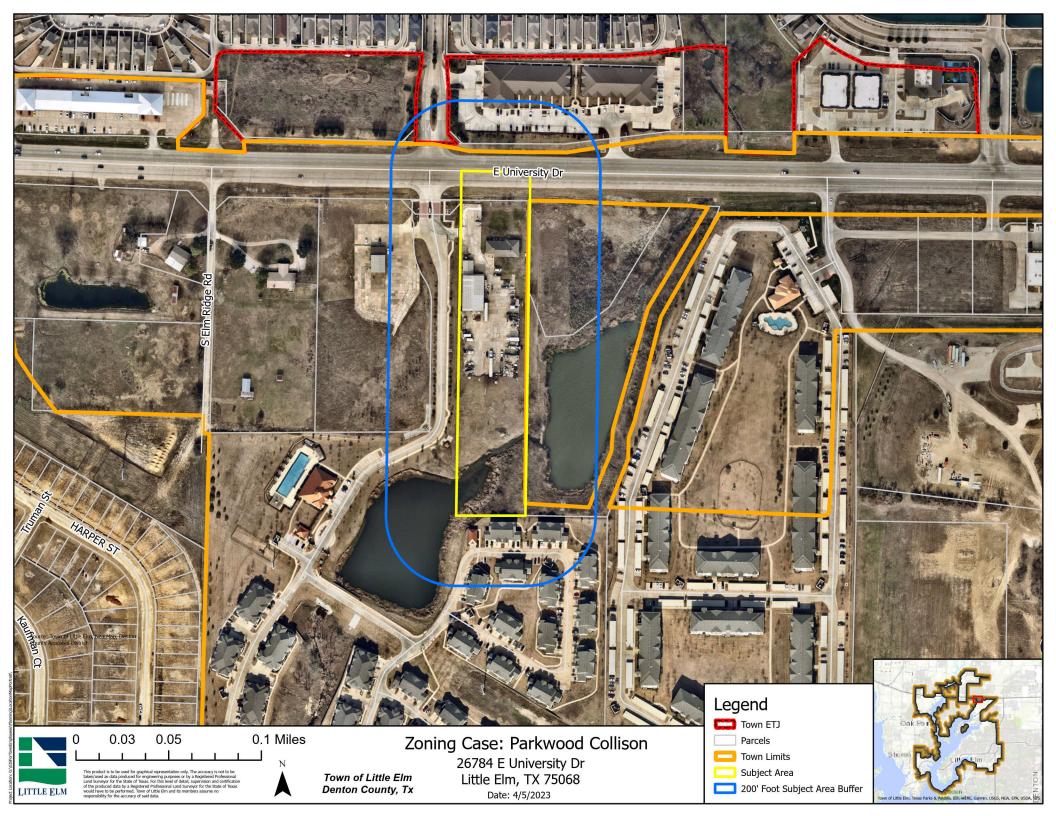
PROFESSIONAL ENGINEER
TEXAS LICENSE No. 108564
LOUISIANA LICENSE No. 38196
OKLAHOMA LICENSE No. 27907
COLORADO LICENSE No. 55606
MISSOURI LICENSE No. PE-2020027891

SITE PLAN
ALTERNATIVE

SCALE: (H) 1"=50' DATE: 03/23/2023
PROJECT No: 4335-99-001

SHEET No:

OF 1 O





Date: 06/06/2023

Agenda Item #: 6. B.

Department: Administrative Services

Strategic Goal: Promote and expand Little Elm's identity

Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Matthew Rinker with Buckman Partnership LTD.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the overall concept plan, architectural design, and development standards as outlined in the associated documents and development plans for Parkwood Collision II Planned Development.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Development Agreement

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	FOR PARKWOOD COLLISION II PD
COUNTY OF DENTON	§	

This Development Agreement for Parkwood Collision Planned Development ("<u>Agreement</u>") is entered into between Buckman Partnership LTD ("<u>Developer</u>"), whose address for purposes of this Agreement is 7400 Gaylord Parkway, Frisco, Texas 75034, and the Town of Little Elm, Texas ("<u>Town</u>"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "<u>Parties</u>" and individually as a "<u>Party</u>."

Recitals:

- 1. Developer is the owner of 6.41 acres generally located at 26878 East University Drive, 4.219 acres in the Town of Little Elm, Texas, and 2.191 acres within the Town's Extra-Territorial Jurisdiction, (the "**Property**"), which Property is more particularly described in **Exhibit A** attached hereto.
- 2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.
- 3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.
- **NOW, THEREFORE**, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:
- **Section 1.** <u>Incorporation of Premises</u>. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.
- **Section 2.** Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("<u>Effective Date</u>"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("<u>Term</u>").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the Parkwood Collision II PD Ordinance, attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

- **A.** Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.
- В. **Default/Mediation.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.
- C. <u>Venue</u>. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.
- **D.** Relationship of Parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.
- **E.** <u>Severability</u>. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any

rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

- **G.** Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- **H.** <u>Surviving Rights</u>. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.
- **I.** Applicable Laws. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.
- **J.** <u>Authority to Execute</u>. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.
- **K.** <u>Amendments</u>. This Agreement may be only amended or altered by written instrument signed by the Parties.
- **L.** <u>Headings</u>. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.
- M. <u>Entire Agreement</u>. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.
- **N.** Filing in Deed Records. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.
- **O.** <u>Notification of Sale or Transfer; Assignment of Agreement</u>. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest

of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

- **P.** <u>Sovereign Immunity</u>. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.
- **Q.** Exactions/Infrastructure Costs. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.
- **R.** Waiver of Texas Government Code § 3000.001 et seq. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.
- **S.** Rough Proportionality. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement.

Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

- **T.** Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- **U.** <u>Undocumented Workers Provision.</u> The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.
- **V.** <u>Non-Boycott of Israel Provision.</u> In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- **W.** <u>Prohibition on Contracts with Certain Companies Provision.</u> In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- **X.** Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

- Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- **Z.** Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER		TOWN OF LITTLE ELM, TEXAS
a	company	
Ву:		By: Matt Mueller Town Manager
Date:		Date:
		ATTEST:
		By: Caitlan Biggs
		Town Secretary

STATE OF TEXAS	§ §	
COUNTY OF DENTON	§ §	
personally appeared MATT known to me to be the per	MUELLER, To	by, on this day of, 2023, own Manager of the Town of Little Elm, Texas, he is subscribed to the foregoing instrument and same for the purposes and consideration therein
[Seal]		By:
		My Commission Expires:
STATE OF TEXAS	§	
COUNTY OF	§ §	
personally appeared subscribed to the foregoing i	instrument and a	y, on this day of, 2023,, known to me to be the person whose name is cknowledged to me that he executed the same for ressed and in the capacity of a duly authorized
[Seal]		By:Notary Public, State of Texas
		My Commission Expires:

EXHIBIT A

METES AND BOUNDS LOT 1, BLOCK A PARKWOOD COLLISION II

WHEREAS, BUCKMAN PARTNERSHIP, LTD., is the sole owner of a 4.1310-acre tract of land located in the Marsella Jones Survey, Abstract No. 662, Town of Little Elm, Denton County, Texas, said 4.1310 acre tract of land being all of a called 4.13-acre tract of land conveyed to BUCKMAN PARTNERSHIP, LTD., by deed thereof filed for record in Denton County Clerk's Instrument No. 2022-103891, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), said 4.1310-acre tract being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set at the most northerly northwest property corner of the said Buckman Partnership tract, same being the northeast property corner of that certain tract of land conveyed to the State of Texas, by deed thereof filed for record in Denton County Clerk's Instrument No. 2019-44425, O.P.R.D.C.T., said beginning point being on the south right-of-way line of U.S. Highway 380 (being a variable width public right-of-way);

THENCE South 89°14'42" East, along the north property line of the said Buckman Partnership tract, same being the said south right-of-way line, a distance of 192.53 feet to a 5/8 inch iron rod with a cap stamped "PETITT RPLS 4087" found at the northeast property corner of the said Buckman Partnership tract, same being the northwest property corner of a called 2.191-acre tract of land conveyed to Savannah 380 Partners, L.P., by deed thereof filed for record in Denton County Clerk's Instrument No. 2005-115878, O.P.R.D.C.T.;

THENCE South 00°53'21" West, along the east property line of the said Buckman tract, in part along the west property line of the said 2.191-acre tract, and in part along the west property line of a called 5.290-acre tract of land conveyed to Denton County Fresh Water Supply District No. 10, a distance of 901.73 feet to a 1/2 inch iron rod found at the southeast property corner of the said Buckman Partnership tract. same being the southwest property corner of the said 5.290-acre tract;

THENCE North 89°04'52" West, along the south property line of the said Buckman Partnership Tract, same being a north lot line of Lot 1, Block A, Mansions at Little Elm, being an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2017-259, O.P.R.D.C.T., a distance of 99.85 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922", set at the southwest property corner of the said Buckman Partnership tract, same being an interior northeast lot corner of said Lot 1;

THENCE North 00°55'08" East, along the west Property line of the said Buckman Partnership tract, same being an east lot line of said Lot 1, a distance of 893.69 feet to a 5/8 inch iron rod with a cap stamped "TXDOT SURVEY MARKER" found at the most westerly northwest property corner of the said Buckman Partnership tract, same being the south property corner of the aforesaid State of Texas tract;

THENCE North 43°15'04" East", along the northwest property line of the said Buckman Partnership tract, same being the southeast property line of the said State of Texas tract, a distance of 10.14 feet to the POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of 4.1310 acres (179,947 square feet) of land, more or less.

METES AND BOUNDS LOT 2, BLOCK A PARKWOOD COLLISION II

BEING a tract of land situated in the Jose Gonzales Survey, Abstract No. 447, and being that same tract of land (called Tract Two) conveyed to BUCKMAN PARTNERSHIP, LTD., by deed recorded in Instrument Number 2022-138948, Official Public Records, Denton County, Texas, and being more particularly described by metes and bounds:

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "RPLS 4087" found for corner, said corner being the Northeast corner of that tract of land conveyed to Outpost Hunting World, LLC, by deed recorded in Document No. 2021-176816, Official Public Records, Denton County, Texas, same being in the South Right-of-Way line of US Highway 380 (a variable width Right-of-Way);

THENCE South 88 degrees 31 minutes 26 seconds East, along the South Right-of-Way line of said US Highway 380, a distance of 73.88 feet to a 5/8 inch iron rod with yellow cap found for corner, from which a Concrete Monument found for witness bears South 07 degrees 19 minutes 00 seconds East, a distance of 0.64 feet;

THENCE South 82 degrees 48 minutes 48 seconds East, along the South line of said US Highway 380, a distance of 201.00 feet to a 5/8 inch iron rod with yellow cap stamped "TX Dot" found for corner;

THENCE South 88 degrees 31 minutes 26 seconds East, along the South line of said US Highway 380, a distance of 104.06 feet to a 5/8 inch iron rod with yellow cap found for corner, said corner being a Northwest corner of a tract of land conveyed to Denton County Fresh Water District No. 10, by deed recorded in Instrument No. 2004-119562, Official Public Records, Denton County, Texas;

THENCE along said Denton County, Fresh Water tract the following bearings and distances:

South 31 degrees 26 minutes 00 seconds West, a distance of 309.49 feet to a 5/8 inch iron rod with yellow found for corner;

South 53 degrees 01 minute 58 seconds West, a distance of 130.24 feet to a 5/8 inch iron rod found for corner;

South 87 degrees 28 minutes 05 seconds West, a distance of 78.18 feet to a 5/8 inch iron rod with yellow cap found for corner;

North 15 degrees 51 minutes 57 seconds West, a distance of 144.42 feet to a 1/2 inch iron rod with yellow cap stamped "CBG Surveying" set for corner, said corner being in the East line of said The Outpost Hunting World tract;

THENCE North 01 degree 23 minutes 35 seconds East, along the East line of said The Outpost Hunting World tract, a distance of 236.72 feet to the POINT OF BEGINNING and containing 95,451 square feet or 2.19 acres of land.

EXHIBIT B

PD Ordinance

TOWN OF LITTLE ELM ORDINANCE NO. 1709

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LLIGHT COMMERCIAL DISTRICT, TO A NEW PLANNED DEVELOPMENT - LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A COMMERCIAL "MODERN PRODUCTION DEVELOPMENT FOR COLLISION REPAIR" WITH MODIFIED DEVELOPMENT STANDARDS ON 11.193 ACRES OF LAND GENERALLY LOCATED EAST OF THE INTERSECTION OF FM 423 AND LITTLE ELM PARKWAY: PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; **PROVIDING** A PENALTY; PROVIDING SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for Planned Development-Light Commercial (PD-LC) with modified development standards on approximately 4.13 acres of land, more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is in accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on April 20, 2023 the Planning & Zoning

Commission considered and made recommendations on a request for Planned Development-Light Commercial (PD-LC), (Case No. PD-22-13027); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing Planned Development-Light Commercial (PD-LC) with modified development standards in order to establish a new Planned Development district based on Light Commercial (LC) district requirements with modified uses and development standards to allow for new commercial development with "Modern Production Collision Repair", generally located at 26784 E. University Drive, within Little Elm's town limits, approximately 4.13 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District, unless otherwise specified herein:

a) The Zoning and Land Use Regulations, and all conditions set forth in Exhibit B attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development. In the event of conflict between the provisions of Exhibit B and provisions of any other exhibit, the provisions of Exhibit B control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

- a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.
- b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.
- c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have

adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 16th day of May, 2023.

	Town of Little Elm, Texas
	Curtis Cornelious, Mayor
ATTEST:	
Caitlan Biggs, Town Secretary	

Exhibit A

Metes and Bounds





METES AND BOUNDS LOT 1, BLOCK A PARKWOOD COLLISION II

WHEREAS, BUCKMAN PARTNERSHIP, LTD., is the sole owner of a 4.1310 acre tract of land located in the Marsella Jones Survey, Abstract No. 662, Town of Little Elm, Denton County, Texas, said 4.1310 acre tract of land being all of a called 4.14 acre tract of land conveyed to BUCKMAN PARTNERSHIP, LTD., by deed thereof filed for record in Denton County Clerk's Instrument No. 2022-103891, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), said 4.1310 acre tract being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set at the most northerly northwest property corner of the said Buckman Partnership tract, same being the northeast property corner of that certain tract of land conveyed to the State of Texas, by deed thereof filed for record in Denton County Clerk's Instrument No. 2019-44425, O.P.R.D.C.T., said beginning point being on the south right-of-way line of U.S. Highway 380 (being a variable width public right-of-way);

THENCE South 89°14'42" East, along the north property line of the said Buckman Partnership tract, same being the said south right-of-way line, a distance of 192.53 feet to a 5/8 inch iron rod with a cap stamped "PETITT RPLS 4087" found at the northeast property corner of the said Buckman Partnership tract, same being the northwest property corner of a called 2.191 acre tract of land conveyed to Savannah 380 Partners, L.P., by deed thereof filed for record in Denton County Clerk's Instrument No. 2005-115878, O.P.R.D.C.T.;

THENCE South 00°53'21" West, along the east property line of the said Buckman tract, in part along the west property line of the said 2.191 acre tract, and in part along the west property line of a called 5.290 acre tract of land conveyed to Denton County Fresh Water Supply District No. 10, a distance of 901.73 feet to a 1/2 inch iron rod found at the southeast property corner of the said Buckman Partnership tract. same being the southwest property corner of the said 5.290 acre tract;

THENCE North 89°04'52" West, along the south property line of the said Buckman Partnership Tract, same being a north lot line of Lot 1, Block A, Mansions at Little Elm, being an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2017-259, O.P.R.D.C.T., a distance of 199.85 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922", set at the southwest property corner of the said Buckman Partnership tract, same being an interior northeast lot corner of said Lot 1;

THENCE North 00°55'08" East, along the west Property line of the said Buckman Partnership tract, same being an east lot line of said Lot 1, a distance of 893.69 feet to a 5/8 inch iron rod with a cap stamped "TXDOT SURVEY MARKER" found at the most westerly northwest property corner of the said Buckman Partnership tract, same being the south property corner of the aforesaid State of Texas tract;

THENCE North 43°15'04" East", along the northwest property line of the said Buckman Partnership tract, same being the southeast property line of the said State of Texas tract, a distance of 10.14 feet to the POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of 4.1310 acres (179,947 square feet) of land, more or less.





METES AND BOUNDS LOT 2, BLOCK A PARKWOOD COLLISION II

BEING a 2.1920 acre tract of land located in Jose Gonzalas Survey, Abstract No. 447, Town of Little Elm, Denton County, Texas, said 2.1920 acre tract being all of a called 2.19 acre tract of land conveyed to BUCKMAN PARTNERSHIP, LTD by special warranty deed thereof filed for record in Denton County Clerk's Instrument Number (Ins. No.) 2022-138948, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), said 2.1920 acre tract of land being herein more particularly described by metes and bounds as follows

BEGINNING at a 5/8" iron rod with cap stamped "PETITT RPLS 4087" found at the northwest property corner of the said 2.19 acre tract, same being the northeast property corner of a called 4.1406 acre tract conveyed to Buckman Partners, LTD by deed thereof filed for record in Ins. No. 2022-103891, O.P.R.D.C.T., said beginning point being on the south right-of-way line of US Highway 380, being a variable width public right-of-way;

THENCE along the north property lines of the said 2.19 acre tract and along the said south right-of-way lines of US Highway 380 the following courses and distances;

South 89°01'20" East, 73.73 feet to a 5/8" iron rod with illegible yellow cap found;

South 83°18'24" East, 200.98 feet to a 5/8" iron rod with pink cap stamped "TXDOT SURVEY MARKER ROW MONUMENT" found;

South 89°06'45" East, 104.35 feet to a 5/8" iron rod with illegible yellow cap found at the northeast property corner of the said 2.19 acre tract, same being the northwest property corner of a called 5.290 acre tract conveyed to Denton County Fresh Water Supply District No. 10 by deed thereof filed for recorded in Ins. No. 2004-119562, O.P.R.D.C.T.;

THENCE along the common property lines of the said 2.19 acre tract and the said 5.290 acre tract the following courses and distances;

South 30°54'03" West, 309.59 feet to a 1/2" iron rod with illegible yellow cap found;

South 52°38'12" West, 130.39 feet to a 1/2" iron rod found;

South 86°54'43" West, 78.05 feet to a 5/8" iron rod with illegible yellow cap found;

North 16°22'17" West, 144.66 feet to a 1/2" iron rod with yellow cap stamped "CBG SURVEYING" found at the most westerly southwest property corner of the said 2.19 acre tract, same being the most westerly northwest property corner of the said 5.290 acre tract, said iron found also being on the east property line of the said 4.1406 acre tract;

THENCE, North 00°53'21" East, along the west property line of the said 2.19 acre tract and along the said east property line of the 4.1406 acre tract, 236.51 feet to the POINT OF BEGINNING containing 2.1920 acres (95,482 square feet) of land more or less.

Exhibit B

PD Standards

Exhibit C

Development Plans

PD ORDINANCE NO. 22-13027

Prepared for:

Buckman Partnership, LTD.

Parkwood Collision II

Lot 1 and Lot 2, Block A

26878 East University Drive (US-380)

Little Elm, Texas 75068

Denton County

Prepared by:



Texas Registered Engineering Firm No. F-13660 714 S. Greenville Ave., Suite 100 Allen, TX 75002 Ph: (972) 534-2100

March 2023



Dynamic Engineering Consultants, PC 714 S. Greenville Ave, Suite 100 Allen, TX 75002 T. 972-534-2100

PARKWOOD COLLISION II PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 4.13 acres of land within the Town of Little Elm and 2.19 acres of land within Denton County, more fully described on the legal description attached as Exhibit A (the "Property"). The planned development ("PD") will allow for light commercial uses to enhance the community. These elements will contribute to a high-quality mixed-use development that enhances the natural characteristics of the property, while still providing the highest and best use for the property based on its location and access to major roadways.

It is the intent of this PD to primarily follow the Light Commercial (LC) zoning regulations as the base districts, with modified development standards as outlined within this PD ordinance, therefore amending the existing Town of Little Elm, Texas zoning map. Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of the regulations set forth in the PD, or as may be ascertained through the intent of this PD. As used herein, "Zoning Ordinance" means the comprehensive zoning of the Town of Little Elm, Texas, in effect on the effective date of this Agreement, except otherwise defined in this Agreement. Uses and development regulations specifically modified, designated or included in this PD shall not be subject to amendment after the date of the adoption of this PD (the "Effective Date") (whether through the amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in this PD shall be controlled by the "Zoning Ordinance", unless context provides to the contrary.

Project Location

The proposed PD is located at 26878 University Drive, east of the intersection of US Highway 380 and Gardenia Boulevard. Legal Descriptions (Exhibit A), PD Standards (Exhibit B) and Development Plans (Exhibit C) have been provided. The property is surrounded by multifamily, light commercial, and a detention pond.

Site Plan Required

The Site Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates locations of the proposed buildings and improvements within the Property. Any amendment to the site plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures as set forth in Section 106.04.03, except that the director of planning and development may approve minor revisions which do not alter the basic relationship of the proposed development.

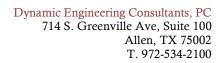




EXHIBIT ALEGAL DESCRIPTIONS





Dynamic Engineering Consultants, PC 714 S. Greenville Ave, Suite 100 Allen, TX 75002 T. 972-534-2100

Exhibit B PD Standards



Dynamic Engineering Consultants, PC 714 S. Greenville Ave, Suite 100 Allen, TX 75002 T. 972-534-2100

GENERAL CONDITIONS FOR PD:

1. Purpose.

The purpose of this Planned Development is to allow the usage of a primarily modern production vehicle collision repair center with a Developer's Agreement to develop the adjacent parcel as a commercial development with a cohesive plan.

2. <u>Use Regulations</u>

No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified under Light Commercial in section 106.05.01(b), "schedule of uses – Non-residential." This PD with a Developer's Agreement will allow the usage of primarily modern production vehicle repair center without the need to submit a specific use permit as outlined within the attached exhibits.

3. Base Zoning District

The permitted uses and standards will be in accordance with the Light Commercial District (LC) zoning and the US 380 Overlay District as defined in the Zoning Ordinance, unless otherwise specified in the PD regulations.

4. Signage

106.04.01 US 380 Overlay District

(g) Signage

Off-premise signage is permitted, in order to allow both lots on the concept plan to utilize a single monument sign.

5. Architectural Standards

All provisions within Sec. 106.06.05 -Architectural Standards for Commercial Structures shall be met except as specified below:

(b) Design Standards.

- (5) All buildings shall be constructed based on the materials outlined in Exhibit C Development Plans.
- (c) Exterior Materials for All Commercial Development.
 - (2) Category A materials are defined as the superior masonry products from which the Town prefers buildings to be predominantly constructed. Unless otherwise provided for in this Chapter, refer to Article VI, Table B Exterior Categories and Materials for Commercial Lot 1 (Parkwood Collision) and Lot 2 (Retail) for acceptable Category A masonry finishing materials.
 - (3) Category B materials are the secondary products that the Town recognizes as materials acceptable for use, but also as products that are less desirable and therefore should not be the predominant material. Unless otherwise provided for in this Chapter, refer to Article VI, Table B Exterior Categories and Materials for Commercial Lot 1 (Parkwood Collision) and Lot 2 (Retail) for acceptable Category B masonry finishing materials.
 - (4) Category C materials are accent products acceptable in limited application for architectural accents and features and for walls on upper stories of multiple story buildings. Unless otherwise provided for in this Chapter, refer to Article VI, Table B Exterior Categories and Materials for Commercial Lot 1 (Parkwood Collision) and Lot 2 (Retail) for acceptable Category C materials.
 - (5) Window glazing percentages as depicted in Exhibit C Development Plans.



ARTICLE VI, TABLE B		
EXTERIOR CATEGORIES & MATERIALS FOR COMMERCIAL - Lot 1 (Parkwood Collision)		
Categories	Materials	
A	Brick, stone, or manufactured stone	
В	Architectural Metals, Cast Brick, Split-face CMU, stucco, cementitious fiber board, engineered wood, tilt-wall construction	
С	Wood, tile, glass, EIFS, or other materials as approved by the director	
Prohibited	Plain concrete block, aggregate, vinyl, plastic	

ARTICLE VI, TABLE B		
EXTERIOR CATEGORIES & MATERIALS FOR COMMERCIAL – Lot 2 (Retail)		
Categories	Materials	
A	Brick, cast brick, stone, or manufactured stone	
В	Architectural Metals, Split-face CMU, stucco, cementitious fiber board, engineered wood, tilt-wall construction	
С	Wood, tile, glass, EIFS, or other materials as approved by the director	
Prohibited	Plain concrete block, aggregate, vinyl, plastic	



ARTICLE VI, TABLE C

Required Percentages of Exterior Materials For Commercial-Lot 1 (Parkwood Collision) and Lot 2 (Retail)

	Facades	Percentage Breakdown	Definition
Buildings 15,000 square feet or less	Primary	Min. 60% Group A Max. 40% Group B Max 10% Group C	Exterior walls on public street or along an active storefront
	Secondary	Min. 60% Group A Max. 40% Group B Max 10% Group C	Exterior walls NOT clearly visible from a public street or along an active storefront
greater than 15,000	Primary	Min. 60% Group A Max. 40% Group B Max 10% Group C	Exterior walls on public street or along an active storefront
	Secondary	Min. 60% Group A Max. 40% Group B Max 10% Group C	Exterior walls NOT clearly visible from a public street or along an active storefront





- (f) Building Articulation Design Standards. Primary facades clearly visible from a public street or along an active storefront shall meet the following minimum standards for articulation:
 - (1) Horizontal articulation shall be as depicted on Exhibit C Development Plans.
 - (2) Vertical articulation as depicted on Exhibit C Development Plans.
- (g) Design Standards.
 - (4) Building color
 - i. Building color as depicted on Exhibit C Development Plans.
 - (5) Auxiliary design standards. All structures shall be designed to incorporate no less than four (4) of the architectural elements from the list below. Buildings over 50,000 square feet must include a minimum of five (5) of the referenced architectural elements.

Lot 1 (Parkwood Collision)

- i. Canopies, awnings, porticos with colonnade or arcades;
- ii. Cantilevered shading devices;
- iii. Vertical and horizontal elements (tower, cupola, lighthouse, turret, arches, etc.);
- iv. Variation in window size and placement;
- v. Outdoor patios and/or courtyards (landscaped and furnished);
- vi. Decorative ornamentation integrated into the building façade, such as recessed brick work and the utilization of metal panel on the façade;
- vii. Other architectural features approved by the Director.

Lot 2 (Retail)

- i. Canopies, awnings, porticos with colonnade or arcades;
- ii. Pilasters with a wainscot;
- iii. Vertical and horizontal elements (tower, cupola, lighthouse, turret, arches, etc.);
- iv. Decorative ornamentation integrated into the building façade, such as the lit LED cove, recessed brick work and the utilization of metal panel on the façade;
- v. Other architectural features approved by the Director.
- The architectural exhibit for Lot 1 & Lot 2 provided in this PD is incorporated herein to demonstrate the proposed elevations to be constructed. Minor variations that do not significantly alter the intent of this exhibit may be administratively approved at the discretion of the Director of Development Services.

6. <u>Site Development Standards</u>

106.06.18 Commercial Landscape Requirements

All provisions within Sec. 106.06.18 - Commercial Landscape Requirements shall be met except as specified herein and shown on the plans.



(a) Interior Landscape Requirements

(3) Parking Lot Islands and Terminus ROW Islands.

The parking lot island location and tree requirements shall not be required where there is a canopy on the building which prevents trees from being planted. However, enhanced screening shall be provided to best screen the view of these parking stalls.

(4) Parking Lot Island Spacing.

Parking which is above and beyond the required parking and within a secured area shall not be required to adhere to the parking lot island spacing requirements. The provision of the required landscape area shall be satisfied by the additional landscape area over the required total.

(b) Foundation Planting and Other Landscaping

Foundation planting shall not be required as it is not recommended for tree plantings and irrigation to be near the building foundation. Due to the soil conditions of this area with shrink/swell factors, planting trees and thus irrigation could potentially cause building foundation issues. Foundation planting requirements may be satisfied with Town approval of pedestrian features such as plazas, seating areas, and outdoor recreation facilities. Examples of pedestrian features are shown below which includes an enhanced building corner that includes a covered patio and provides outdoor seating as well as a canopy attached to the building to provide shade.









(d) Perimeter Landscape Requirements

(5) Minimum number of trees within ROW landscape buffers.

The minimum number of trees within the right-of-way landscape buffers shall not be required where easements prevent the plantings of the required trees. As a concession, enhanced landscape screening shrubs, ornamental trees, and three (3) foot high berms can be provided along the frontage to enhance the landscaping.

(6) Landscape buffers between properties.

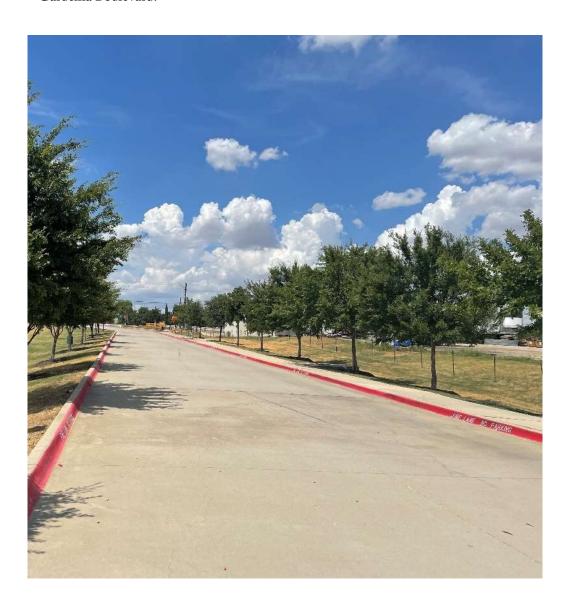
A minimum dimension of the perimeter landscape buffer shall not be required along Gardenia Boulevard nor any property that is mainly developed as a detention pond.





(7) and (8) Minimum number of trees within perimeter landscape buffers.

The minimum number of trees within the perimeter landscape buffer shall not be required along Gardenia Boulevard due to utilizing the existing mature shade trees along Gardenia Boulevard that will remain in place. For concession, shrubs along the side of the building can be provided as well as providing larger caliper trees than the minimum requirement elsewhere on the property. See picture below of the existing mature shade trees along Gardenia Boulevard.





Dynamic Engineering Consultants, PC 714 S. Greenville Ave, Suite 100 Allen, TX 75002 T. 972-534-2100

106.06.31 Screening

All provisions within Sec. 106.06.31 - Screening shall be met except as specified herein and shown on the plans.

Division 4. - Parking, Stacking, and Loading Standards

All provisions within Division 4 shall be met except as specified herein and shown on the plans.

106.06.41 Parking Standards

(c) Parking Design

The minimum dimension standard for off-street parking spaces shall be nine (9) feet by 20 feet. This development is an electric automobile collision repair center in which electric vehicles are smaller in size compared to gas-powered vehicles.

106.06.44 Off-Street Parking Standards – Non-Residential and Multi-Family Districts

(e) Curb Stops.

Curb or wheel stops shall not be required where parking stalls are 20 feet in length and provide a minimum of two (2) feet from the back of curb to any proposed landscaping to allow for the overhang of vehicles.

7. <u>Alternative Site Plan</u>

An alternative site plan is included in Exhibit C – Development Plans in the event a secondary access to Gardenia Boulevard is not feasible.



Dynamic Engineering Consultants, PC 714 S. Greenville Ave, Suite 100 Allen, TX 75002 T. 972-534-2100

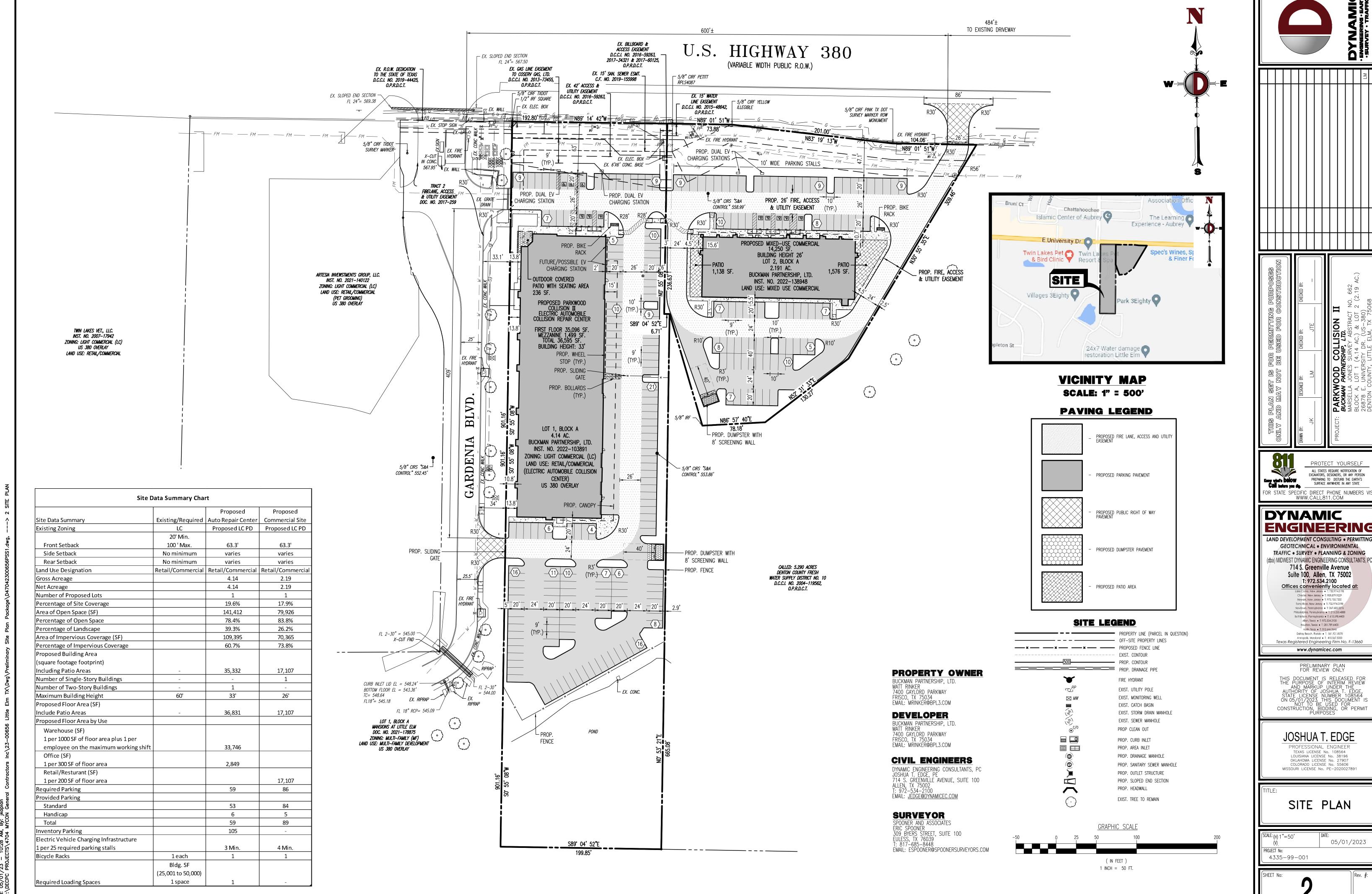
WAIVERS FOR PD:

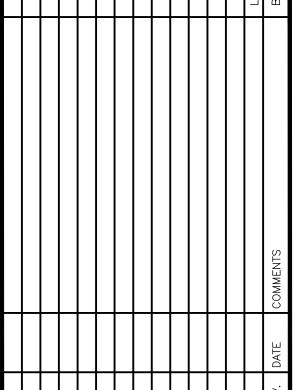
- 1. Waiver to allow glazing below 30% on the East, South, and West facades.
- 2. Waiver to allow Group A percentage to be below 80%, and Group B percentage to be above 20%, and allow a maximum of 10% Group C.
- 3. Waiver to reduce the standard parking space width to nine (9) feet.
- 4. Waiver to omit the right-of-way tree planting requirements.
- 5. Waiver to omit the perimeter landscape tree requirements along Gardenia Boulevard.





EXHIBIT CDEVELOPMENT PLANS

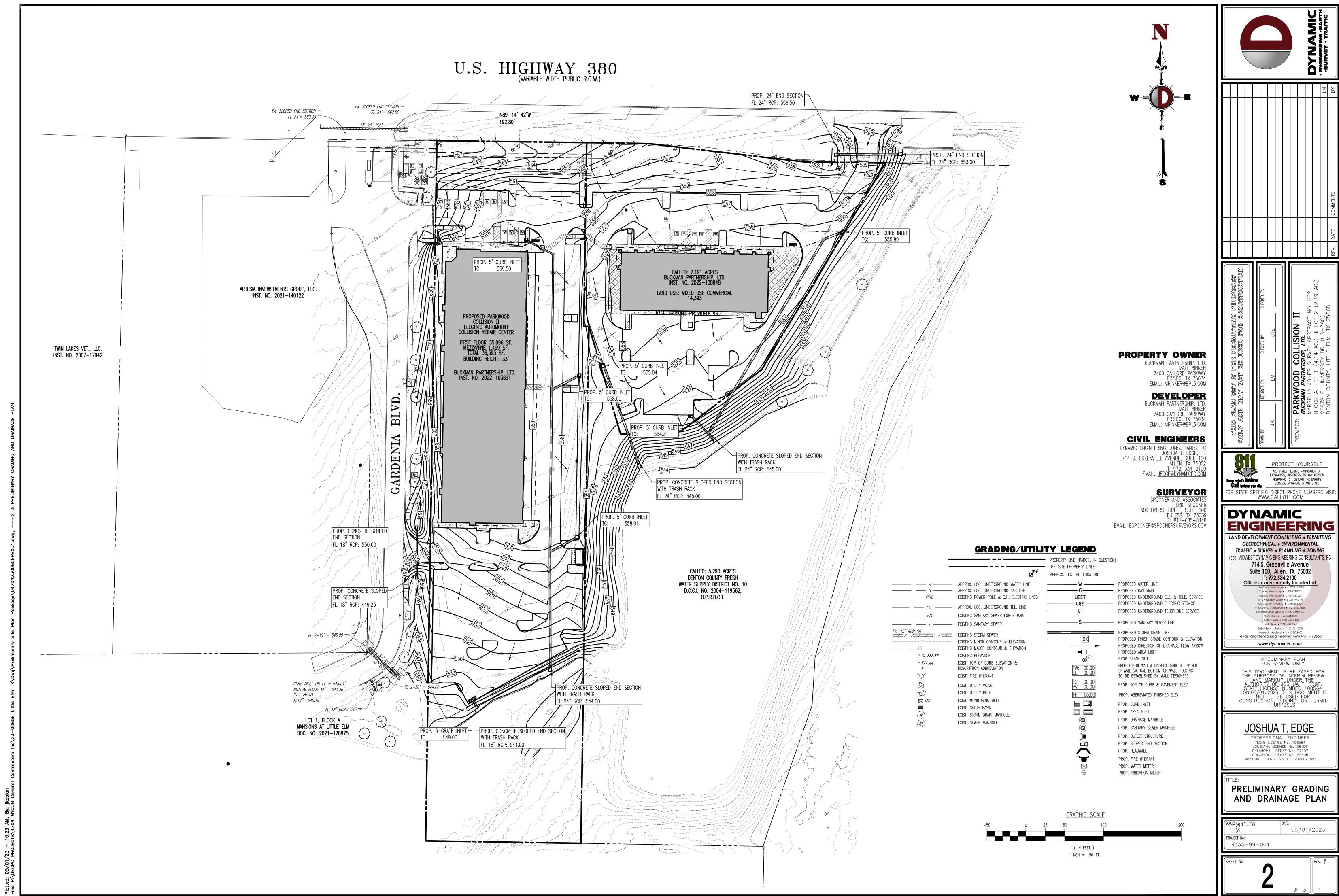


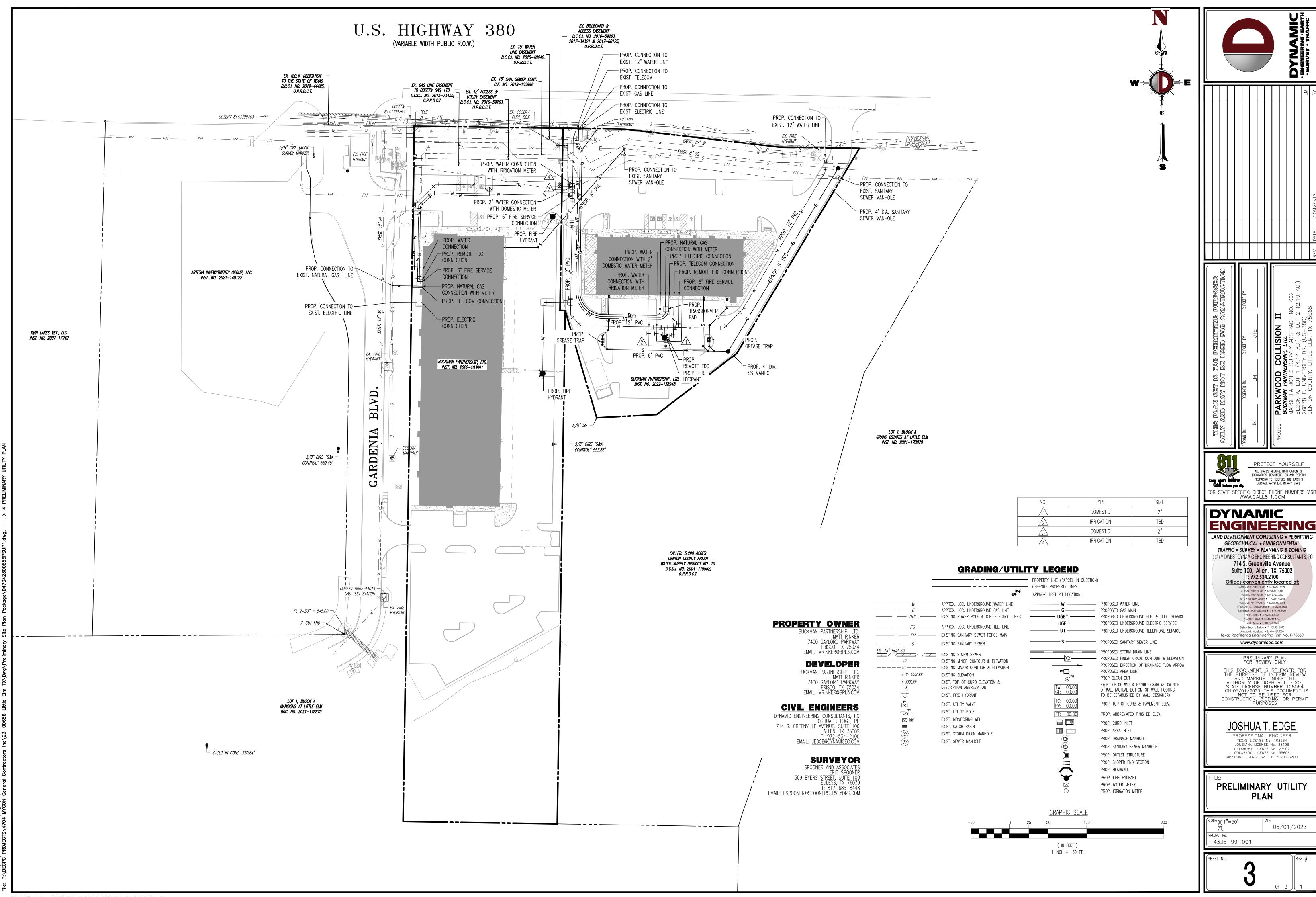


ENGINEERING

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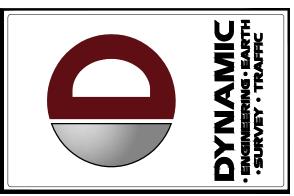
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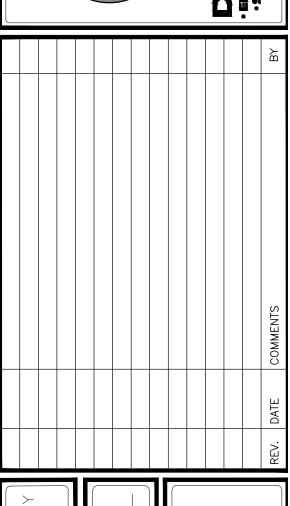




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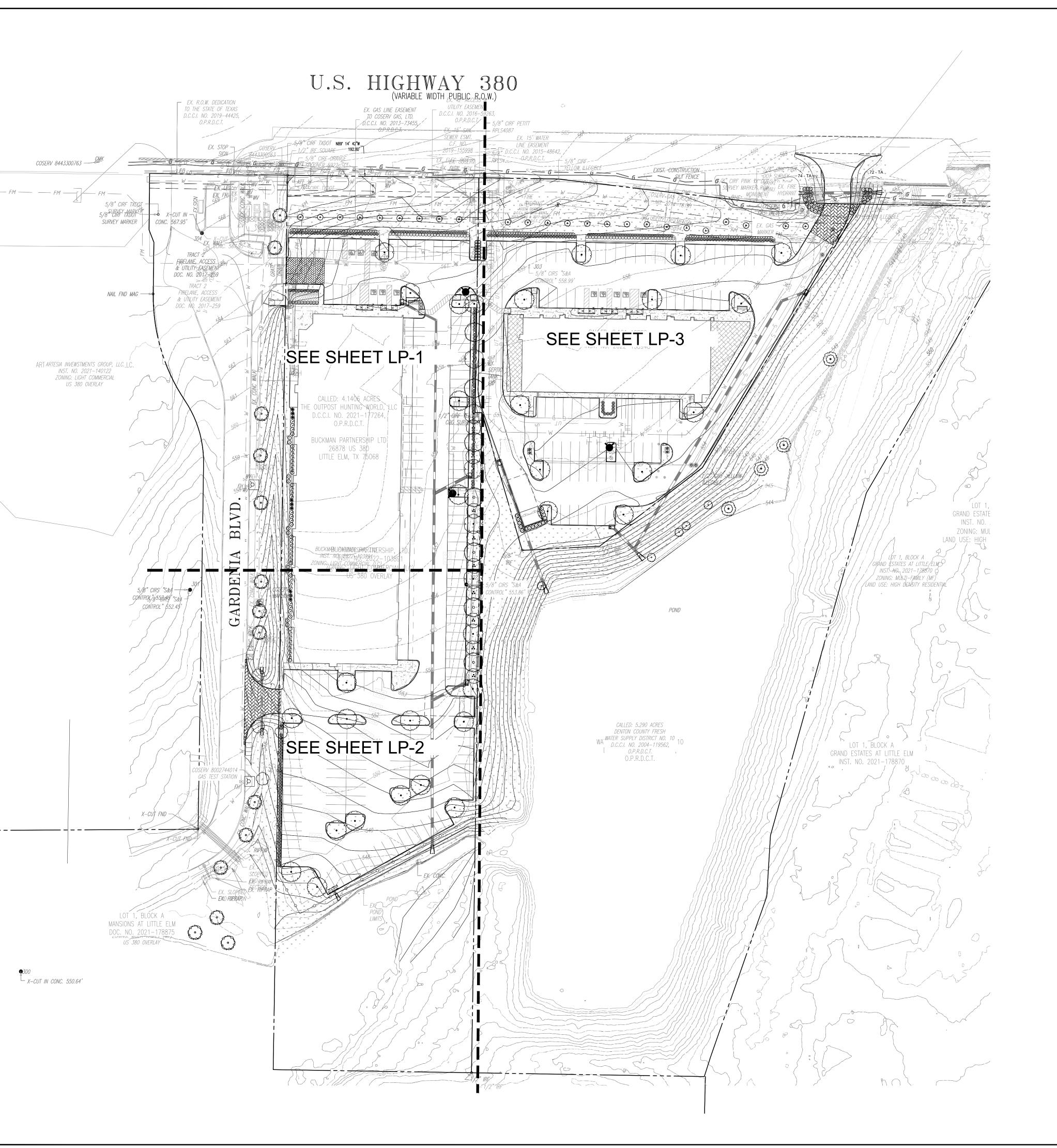
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THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION	DESIGNED BY: JWG	PROJECT: PARKWOOD COLLISION II BUCKMAN PARTNERSHIP, LTD. BLOCK A, LOT 1 26878 E. UNIVERSITY DR. (US-380) DENTON COUNTY, LITTLE ELM, TX 75068
THIS PLAN AND MA	DRAWN BY: JWG	PROJECT: PA BUC BLO 268 DEN

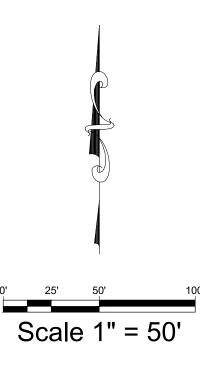
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now what's below Call before you dig.	ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
OR STATE SPECIFIC	DIRECT PHONE NUMBERS VISITE

LAND DEVELOPMENT CONSULTING • PERMITTING
GEOTECHNICAL • ENVIRONMENTAL
TRAFFIC • SURVEY • PLANNING & ZONING 714 S. Greenville Avenue Suite 100, Allen, TX 75002

OVERALL







GENERAL GRADING AND PLANTING NOTES

- 1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
 IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE
- FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.

 a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE
- GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE
 SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED
 PREPARATION.

 b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS. AND
- CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT.
 ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE
 MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF
 POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES
 AND ELIMINATE PONDING POTENTIAL.
- c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.

 d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE
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 e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND
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 f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE
- 4. ALL LANDSCAPE AREAS TO RÉCEIVE A MINIMUM 6" OF TOPSOIL.
 5. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM)

LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.

- PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).

 a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES;
 PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION
 ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE
 PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR
 GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
- b. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN
 PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE,
 THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA
 PROPER CHANNELS).
- c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS
 AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF
 ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT
 THE END OF THE MAINTENANCE PERIOD.
 SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING

LITTLE ELM STANDARD LANDSCAPE NOTES

- 1. THE OWNER, TENANT, AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED FOR LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
- LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING.
- NO SUBSTITUTIONS FOR PLANT MATERIALS ARE ALLOWED WITHOUT WRITTEN APPROVAL BY THE DIRECTOR AND ACKNOWLEDGED BY AN APPROVAL STAMP ON THE LANDSCAPE PLAN.
 THE RIGHT-OF-WAY ADJACENT TO THE REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN THE SAME MANNER AS THE REQUIRED LANDSCAPE AREA. ALL DRIVEWAYS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR. ALL PLANTINGS INTENDED FOR EROSION CONTROL WILL BE MAINTAINED. THE TOWN MAY REQUIRE
- REVEGETATION TO PREVENT EROSION OR SLIPPAGE.

 5. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN THIRTY (30) DAYS OR A DATE APPROVED BY THE DIRECTOR, BASED ON CURRENT SEASONS AND WEATHER CONDITIONS (E.G.
- 6. WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID CONFLICT. SUBSTITUTION OF PLANT MATERIAL IS NOT
- ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.

 ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET)
 WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A
- 8. ALL TREES ARE TO BE EQUIPPED WITH A BUBBLER IRRIGATION SYSTEM.9. REQUIRED LANDSCAPED OPEN AREAS AND DISTURBED SOIL AREAS SHALL BE COMPLETELY

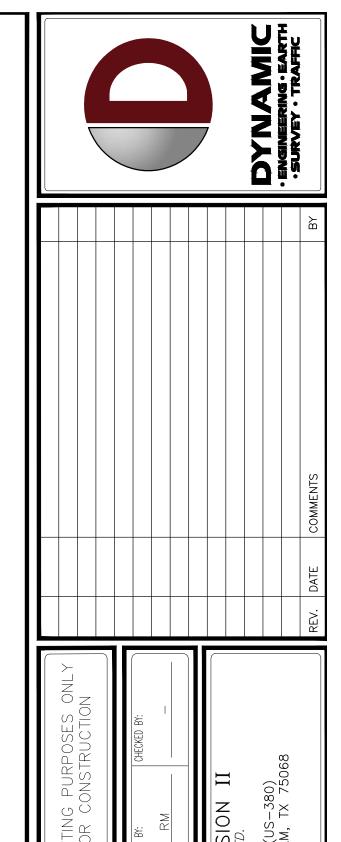
QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.

10. ALL STREETSCAPE FURNITURE (BENCHES, BOLLARDS, LAMPPOSTS, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP AND FLAKE RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK "STORM CLOUD" INCOLOR. (ORD. NO. 986, § 2, 10-20-2009),

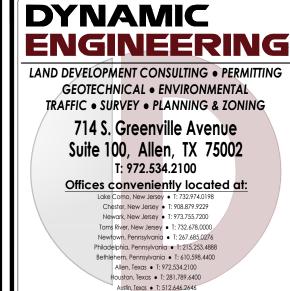






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Delray Beach, Florida • T: 561,921.8570

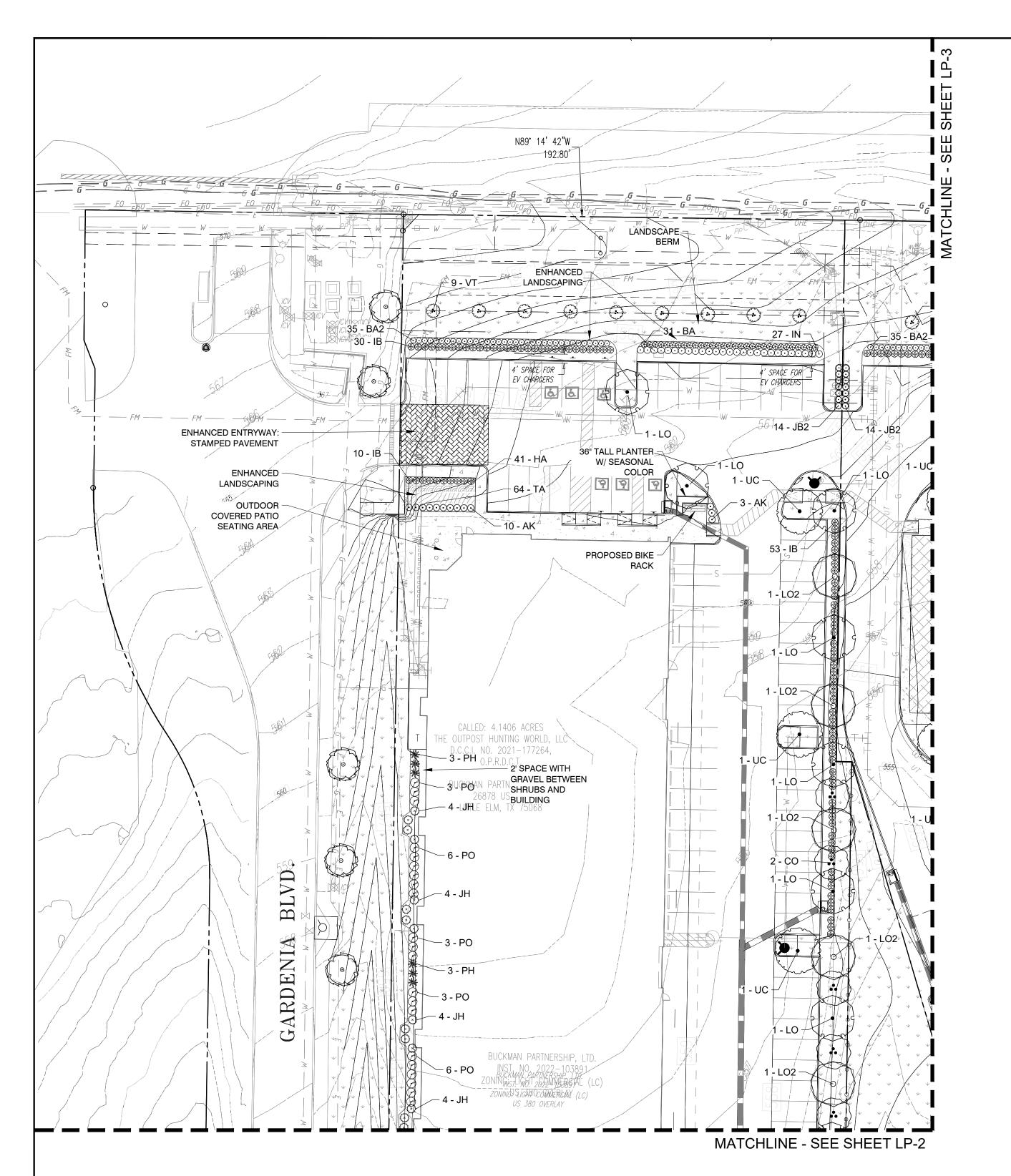
Texas Registered Engineering Firm No. F-13660

www.dynamicec.com

OVERALL LANDSCAPE PLAN

	(SCALE: (H)	DATE:
	(V).	XX/XX/2022
	PROJECT No:	
r	4335-99-001	

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LITTLE ELM LANDSCAPE NOTES

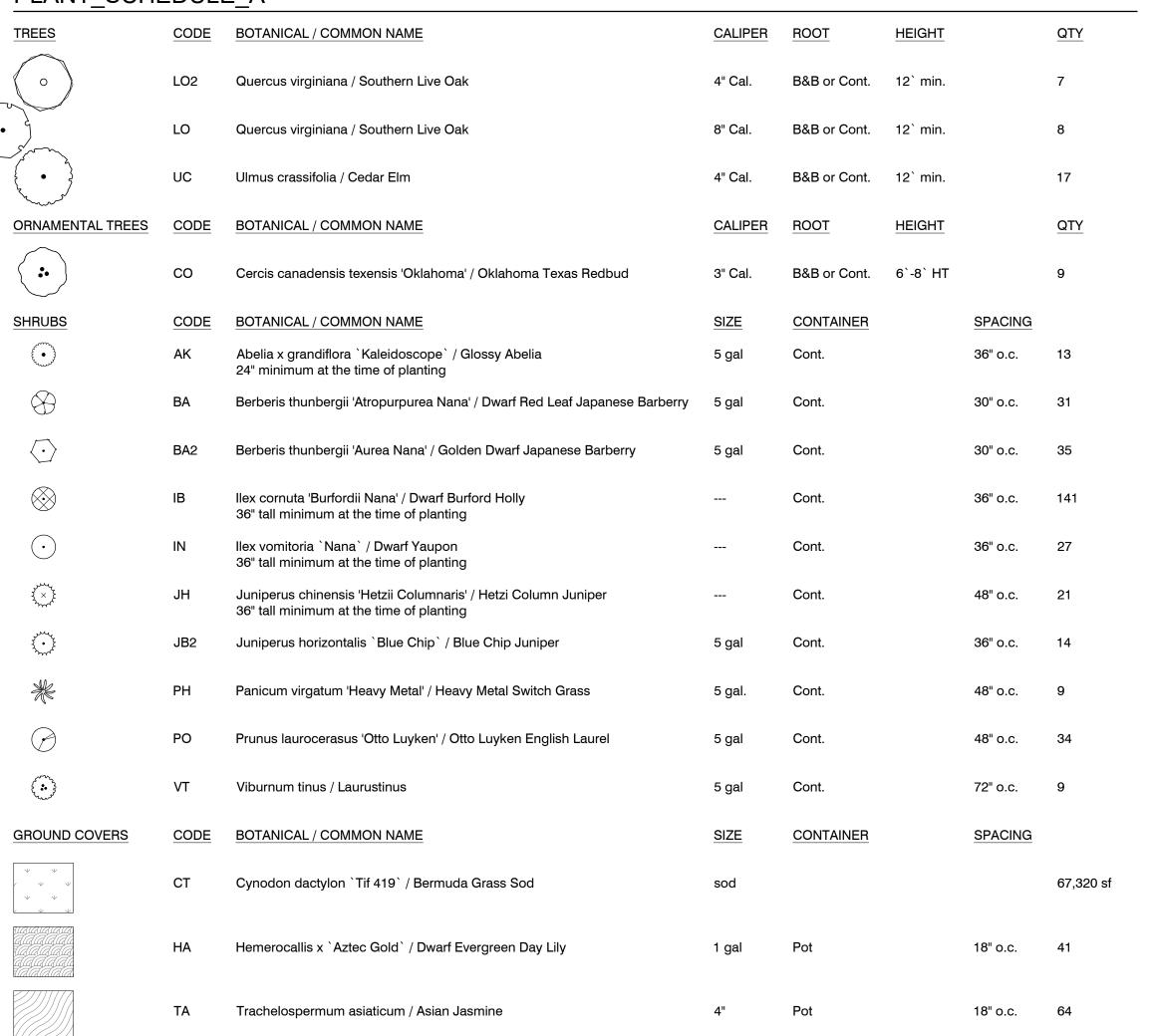
- 1. The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and such activities common to the maintenance of landscaping.
- 2. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping. 3. No substitutions for plant materials are allowed without written approval by the Director and
- acknowledged by an approval stamp on the landscape plan. 4. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will be maintained. The Town may
- require revegetation to prevent erosion or slippage. 5. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within thirty (30) days or a date approved by the Director, based on current seasons and weather
- conditions (e.g. drought or freeze). 6. When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution of plant material is not allowed without prior written authorization from
- the Director. 7. All required landscape areas shall be provided with an automatic underground irrigation system with rain
- and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator. 8. All trees are to be equipped with a bubbler irrigation system
- 9. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape ordinance.
- 10. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.

GENERAL GRADING AND PLANTING NOTES

TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.

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PLANT SCHEDULE A



LANDSCAPE CALCULATIONS

TOTAL SITE AREA:

INTERIOR LANDSCAPE REQUIREMENTS GROSS VEHICULAR USE AREA: 66,126 SF

LANDSCAPE AREA REQUIRED: 6,612 SF (10% OF VEHICULAR USE AREA) LANDSCAPE AREA PROVIDED: 9,119 SF (13.7%)

17 TREES (1 TREE PER 400 SF OF REQ'D LS AREA) INTERIOR TREES REQUIRED: INTERIOR TREES PROVIDED: 17 TREES

PD WAIVER

ROW LANDSCAPE REQUIREMENTS

FOUNDATION PLANTING

CANOPY TREES REQUIRED - US 380: NORTH BOUNDARY: 11 TREES (1 PER 30 LF OF FRONTAGE, 338 LF TOTAL) CANOPY TREES PROVIDED - US 380: NORTH BOUNDARY: 0 TREES*

PERIMETER LANDSCAPE REQUIREMENTS CANOPY TREES REQUIRED - SOUTH BOUNDARY: CANOPY TREES PROVIDED - SOUTH BOUNDARY:

5 TREES (1 PER 40 LF 200 LF TOTAL) 0 TREES** ORNAMENTAL TREES REQUIRED - SOUTH BOUNDARY: 3 TREES (3 PER 5 CANOPY TREES) ORNAMENTAL TREES PROVIDED - SOUTH BOUNDARY: 0 TREES**

CANOPY TREES REQUIRED - EAST BOUNDARY: CANOPY TREES PROVIDED - EAST BOUNDARY: ORNAMENTAL TREES REQUIRED - E. BOUNDARY:

15 TREES (1 PER 40 LF 505 LF TOTAL) 15 TREES 9 TREES (3 PER 5 CANOPY TREES)

ORNAMENTAL TREES PROVIDED - E. BOUNDARY: 9 TREES *UTILITY EASEMENTS PREVENT PLACING TREES WITHIN ROW AND PERIMETER LANDSCAPE BUFFERS

179,947 SF (4.13 AC)

30 POINTS

**TREES AND LANDSCAPING AT AND AROUND THE POND WILL SERVE AS SOUTHERN BOUNDARY PERIMETER LANDSCAPING REQUIREMENTS

LANDSCAPE POINTS TOTAL SITE AREA:

POINTS REQUIRED: 30 POINTS ENHANCED ENTRANCEWAY 5 POINTS ENHANCED LANDSCAPE 5 POINTS OPEN SPACE (POND AREA) 5 POINTS ENHANCED BUFFER (FRONTAGE) 5 POINTS USE OF SHADED OUTDOOR SEATING 5 POINTS LANDSCAPE BERM 5 POINTS

TREE MITIGATION **REQUIRED MITIGATION 818"** PROVIDED MITIGATION 0"

TOTAL POINTS PROVIDED

TREES REMOVED: 23

MITIGATION REQUIRED: \$37,098.07 INTO TREE FUND* PROVIDED MITIGATION: \$37,098.07 INTO TREE FUND*

*DOLLAR AMOUNT BASED ON THE CITY OF LITTLE ELM TREE VALUATION FORMULA

GENERAL GRADING AND PLANTING NOTES

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ROOT BARRIERS

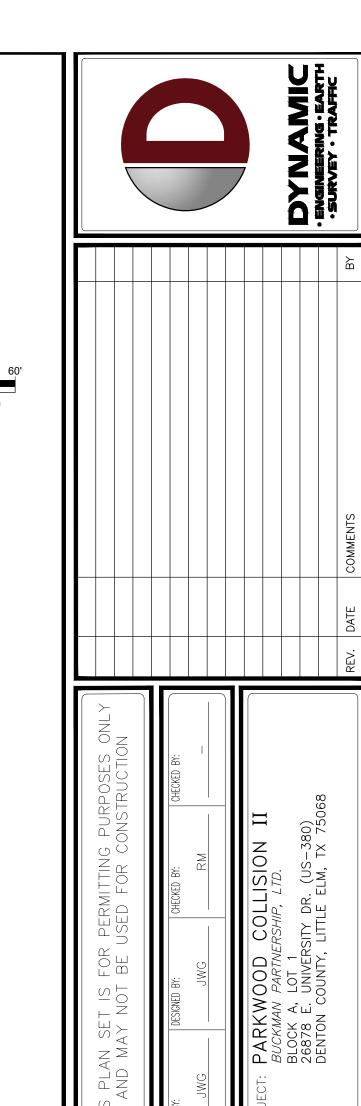
THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY **ENCIRCLE THE ROOTBALL**

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).







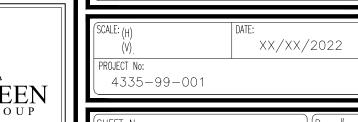
Scale 1" = 30

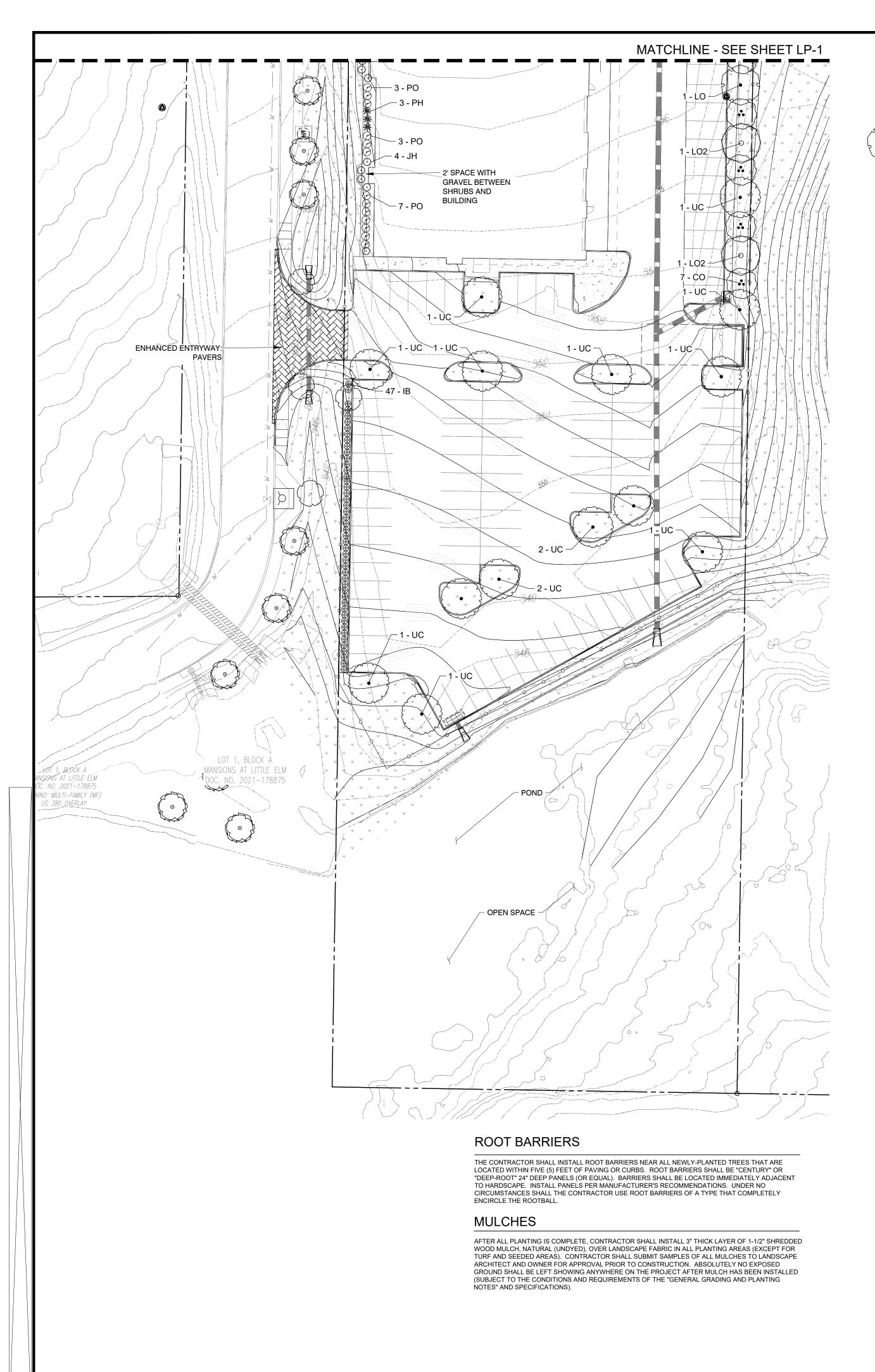




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LANDSCAPE **PLANTING**





SCHEDULE	Δ

PLANT_SCHI	EDUL	E_A					
TREES	CODE	BOTANICAL / COMMON NAME	CALIPER	ROOT	HEIGHT		QTY
	LO2	Quercus virginiana / Southern Live Oak	4" Cal.	B&B or Cont.	12` min.		7
•	LO	Quercus virginiana / Southern Live Oak	8" Cal.	B&B or Cont.	12` min.		8
	UC	Ulmus crassifolia / Cedar Elm	4" Cal.	B&B or Cont.	12` min.		17
ORNAMENTAL TREES	CODE	BOTANICAL / COMMON NAME	CALIPER	ROOT	HEIGHT		QTY
••	СО	Cercis canadensis texensis 'Oklahoma' / Oklahoma Texas Redbud	3" Cal.	B&B or Cont.	6`-8` HT		9
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		SPACING	
()	AK	Abelia x grandiflora `Kaleidoscope` / Glossy Abelia 24" minimum at the time of planting	5 gal	Cont.		36" o.c.	13
\otimes	ВА	Berberis thunbergii 'Atropurpurea Nana' / Dwarf Red Leaf Japanese Barberry	5 gal	Cont.		30" o.c.	31
$\langle \cdot \rangle$	BA2	Berberis thunbergii 'Aurea Nana' / Golden Dwarf Japanese Barberry	5 gal	Cont.		30" o.c.	35
	IB	Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly 36" tall minimum at the time of planting		Cont.		36" o.c.	141
\odot	IN	Ilex vomitoria `Nana` / Dwarf Yaupon 36" tall minimum at the time of planting		Cont.		36" o.c.	27
₹ [×] ×¢	JH	Juniperus chinensis 'Hetzii Columnaris' / Hetzi Column Juniper 36" tall minimum at the time of planting		Cont.		48" o.c.	21
3 · · · · · · · · · · · · · · · · · · ·	JB2	Juniperus horizontalis `Blue Chip` / Blue Chip Juniper	5 gal	Cont.		36" o.c.	14
	PH	Panicum virgatum 'Heavy Metal' / Heavy Metal Switch Grass	5 gal.	Cont.		48" o.c.	9
	РО	Prunus laurocerasus 'Otto Luyken' / Otto Luyken English Laurel	5 gal	Cont.		48" o.c.	34
€	VT	Viburnum tinus / Laurustinus	5 gal	Cont.		72" o.c.	9
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		SPACING	
\(\psi\) \(\	СТ	Cynodon dactylon `Tif 419` / Bermuda Grass Sod	sod				67,320 sf
amamama Addadda Addadda Addadda	НА	Hemerocallis x `Aztec Gold` / Dwarf Evergreen Day Lily	1 gal	Pot		18" o.c.	41
	TA	Trachelospermum asiaticum / Asian Jasmine	4"	Pot GE	NERAL (18" o.c. GRADING	64 AND PLAN

LANDSCAPE CALCULATIONS

TOTAL SITE AREA:	179,947 SF (4.13 AC)

FOUNDATION PLANTING PD WAIVER

INTERIOR LANDSCAPE REQUIREMENTS GROSS VEHICULAR USE AREA: 66,126 SF

LANDSCAPE AREA REQUIRED: 6,612 SF (10% OF VEHICULAR USE AREA)

LANDSCAPE AREA PROVIDED: 9,119 SF (13.7%)

17 TREES (1 TREE PER 400 SF OF REQ'D LS AREA) INTERIOR TREES REQUIRED: 17 TREES INTERIOR TREES PROVIDED:

ROW LANDSCAPE REQUIREMENTS

CANOPY TREES REQUIRED - US 380: NORTH BOUNDARY: 11 TREES (1 PER 30 LF OF FRONTAGE, 338 LF TOTAL) CANOPY TREES PROVIDED - US 380: NORTH BOUNDARY: 0 TREES*

PERIMETER LANDSCAPE REQUIREMENTS

CANOPY TREES REQUIRED - SOUTH BOUNDARY: CANOPY TREES PROVIDED - SOUTH BOUNDARY: ORNAMENTAL TREES REQUIRED - SOUTH BOUNDARY: 3 TREES (3 PER 5 CANOPY TREES)

0 TREES** ORNAMENTAL TREES PROVIDED - SOUTH BOUNDARY: 0 TREES**

CANOPY TREES REQUIRED - EAST BOUNDARY: CANOPY TREES PROVIDED - EAST BOUNDARY: ORNAMENTAL TREES REQUIRED - E. BOUNDARY: ORNAMENTAL TREES PROVIDED - E. BOUNDARY:

15 TREES (1 PER 40 LF 505 LF TOTAL) 15 TREES 9 TREES (3 PER 5 CANOPY TREES) 9 TREES

5 TREES (1 PER 40 LF 200 LF TOTAL)

*UTILITY EASEMENTS PREVENT PLACING TREES WITHIN ROW AND PERIMETER LANDSCAPE BUFFERS **TREES AND LANDSCAPING AT AND AROUND THE POND WILL SERVE AS SOUTHERN BOUNDARY PERIMETER LANDSCAPING REQUIREMENTS

LANDSCAPE POINTS

TOTAL SITE AREA: 179,947 SF (4.13 AC) POINTS REQUIRED: 30 POINTS

ENHANCED ENTRANCEWAY 5 POINTS 5 POINTS ENHANCED LANDSCAPE 5 POINTS OPEN SPACE (POND AREA) ENHANCED BUFFER (FRONTAGE) 5 POINTS USE OF SHADED OUTDOOR SEATING 5 POINTS LANDSCAPE BERM 5 POINTS TOTAL POINTS PROVIDED 30 POINTS

TREE MITIGATION REQUIRED MITIGATION 818" PROVIDED MITIGATION 0"

TREES REMOVED: 23 MITIGATION REQUIRED: \$37,098.07 INTO TREE FUND* PROVIDED MITIGATION: \$37,098.07 INTO TREE FUND*

*DOLLAR AMOUNT BASED ON THE CITY OF LITTLE ELM TREE VALUATION FORMULA

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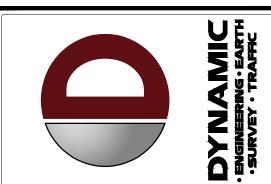
LITTLE ELM LANDSCAPE NOTES

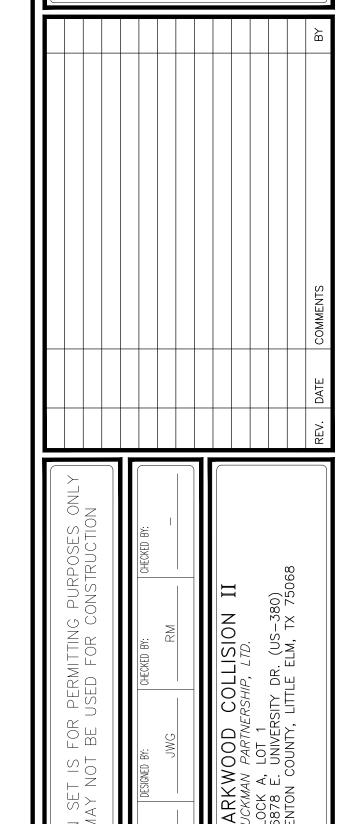
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- 2. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping. 3. No substitutions for plant materials are allowed without written approval by the Director and
- acknowledged by an approval stamp on the landscape plan. 4. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will be maintained. The Town may
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- 7. All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.
- 8. All trees are to be equipped with a bubbler irrigation system. 9. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape ordinance.

10. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.











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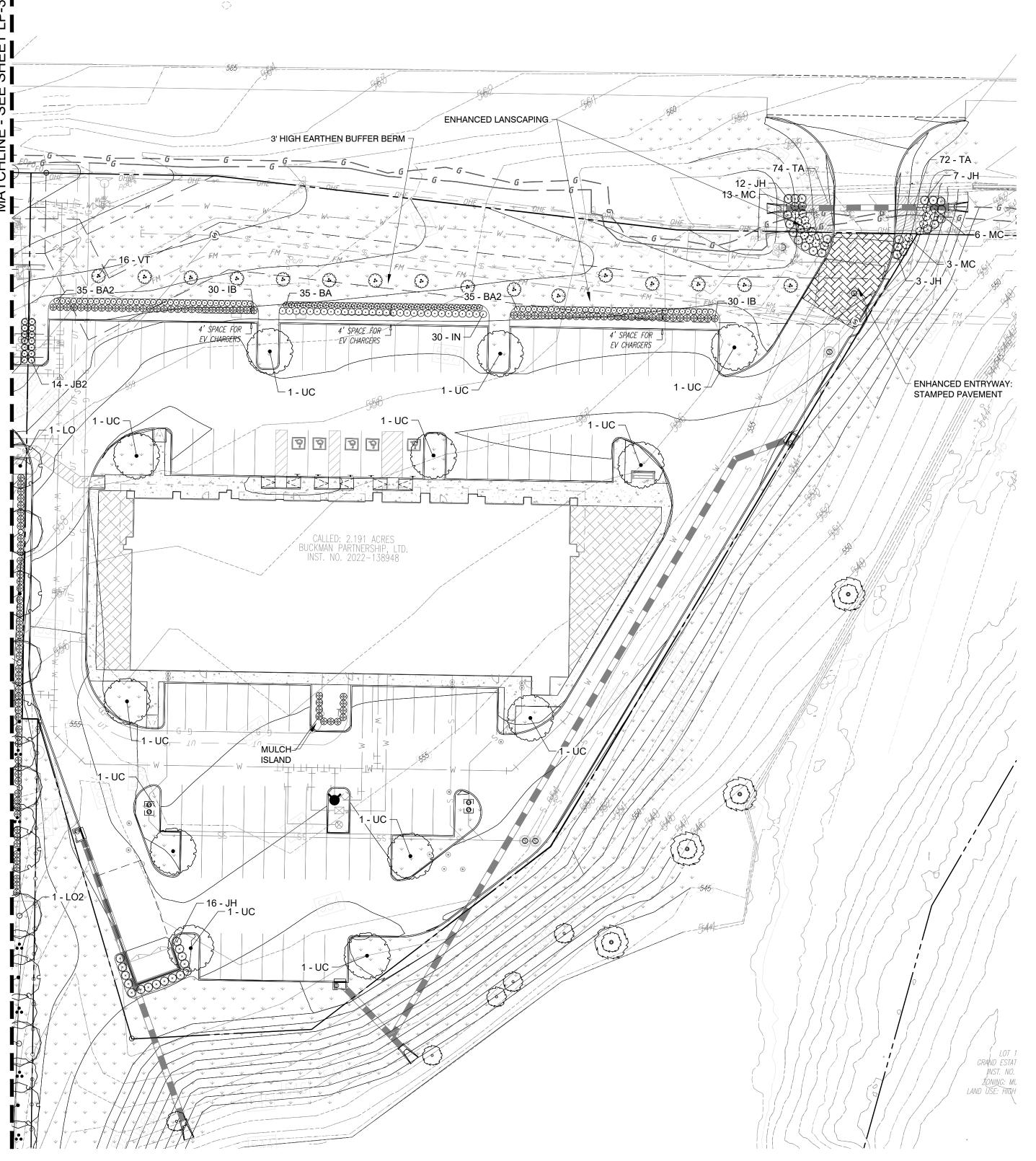
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LANDSCAPE **PLANTING**

XX/XX/2022 4335-99-001



LITTLE ELM LANDSCAPE NOTES

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GENERAL GRADING AND PLANTING NOTES

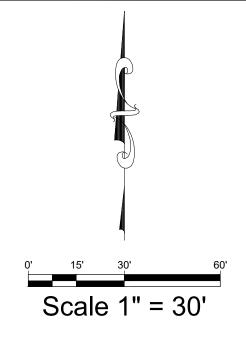
SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.

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GENERAL CONTRACTOR, AND OWNER.



PLANT SCHEDULE B

TREES	CODE	BOTANICAL / COMMON NAME	CALIPER	ROOT	<u>HEIGHT</u>		QTY
	UC	Ulmus crassifolia / Cedar Elm	4" Cal.	B&B or Cont.	12` min.		12
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		SPACING	
\otimes	ВА	Berberis thunbergii 'Atropurpurea Nana' / Dwarf Red Leaf Japanese Barberry	5 gal	Cont.		30" o.c.	35
$\langle \cdot \rangle$	BA2	Berberis thunbergii 'Aurea Nana' / Golden Dwarf Japanese Barberry	5 gal	Cont.		30" o.c.	70
	IB	llex cornuta 'Burfordii Nana' / Dwarf Burford Holly 36" tall minimum at the time of planting		Cont.		36" o.c.	70
\odot	IN	llex vomitoria `Nana` / Dwarf Yaupon 36" tall minimum at the time of planting		Cont.		36" o.c.	30
3××¢	JH	Juniperus chinensis 'Hetzii Columnaris' / Hetzi Column Juniper 36" tall minimum at the time of planting		Cont.		48" o.c.	38
\odot	МС	Myrica cerifera / Wax Myrtle	5 gal	Cont.		42" o.c.	22
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GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		SPACING	
* * *	СТ	Cynodon dactylon `Tif 419` / Bermuda Grass Sod	sod				28,632 sf
	TA	Trachelospermum asiaticum / Asian Jasmine	4"	Pot		18" o.c.	146

LANDSCAPE CALCULATIONS

INTERIOR LANDSCAPE REQUIREMENTS	
TOTAL SITE AREA.	109 910 SF (2.5 /

PD WAIVER **FOUNDATION PLANTING**

GROSS VEHICULAR USE AREA: 1,890 SF (10% OF VEHICULAR USE AREA) LANDSCAPE AREA REQUIRED:

LANDSCAPE AREA PROVIDED: 8,065 SF (42%)

INTERIOR TREES REQUIRED: 5 TREES (1 TREE PER 400 SF OF REQ'D LS AREA) INTERIOR TREES PROVIDED: 12 TREES

ROW LANDSCAPE REQUIREMENTS

CANOPY TREES REQUIRED - US 380: 6 TREES (1 PER 30 LF OF FRONTAGE, 182 LF TOTAL) **CANOPY TREES PROVIDED - US 380:**

PERIMETER LANDSCAPE REQUIREMENTS

CANOPY TREES REQUIRED - EAST BOUNDARY: 11 TREES (1 PER 40 LF OF FRONTAGE, 440 LF TOTAL) CANOPY TREES PROVIDED - EAST BOUNDARY: 0 TREES** 6 TREES (3 PER 5 CANOPY TREES)

ORNAMENTAL TREES REQUIRED - E. BOUNDARY: ORNAMENTAL TREES PROVIDED - E. BOUNDARY: 0 TREES**

CANOPY TREES REQUIRED - WEST BOUNDARY: 4 TREES (1 PER 40 LF OF FRONTAGE, 144 LF TOTAL) CANOPY TREES PROVIDED - WEST BOUNDARY: 0 TREES ORNAMENTAL TREES REQUIRED - W. BOUNDARY: 3 TREES (3 PER 5 CANOPY TREES)

CANOPY TREES REQUIRED - SOUTHERN BOUNDARY: 2 TREES (1 PER 40 LF OF FRONTAGE, 78 LF TOTAL) CANOPY TREES PROVIDED - SOUTHERN BOUNDARY: 0 TREES**

ORNAMENTAL TREES REQUIRED - W. BOUNDARY: 1 TREES (3 PER 5 CANOPY TREES) ORNAMENTAL TREES PROVIDED - W. BOUNDARY: 0 TREES**

*TREE CANNOT BE PLACED ALONG STREET FRONTAGE BECAUSE OF THE EXISTING OF UNDERGROUND UTILITY **TREES AND LANDSCAPING AT AND AROUND THE POND WILL SERVE AS SOUTHERN BOUNDARY PERIMETER

0 TREES

LANDSCAPE POINTS **TOTAL SITE AREA:** 109,910 SF (2.5 ACRES)

POINTS REQUIRED: 25 POINTS ENHANCED ENTRANCEWAY 5 POINTS

ORNAMENTAL TREES PROVIDED - W. BOUNDARY:

ENHANCED LANDSCAPING 5 POINTS ENHANCED BUFFER **5 POINTS** USE OF SHADED OUTDOOR SEATING 5 POINTS EARTHEN BERM **5 POINTS** TOTAL POINTS PROVIDED **25 POINTS**

ROOT BARRIERS

LANDSCAPING REQUIREMENTS

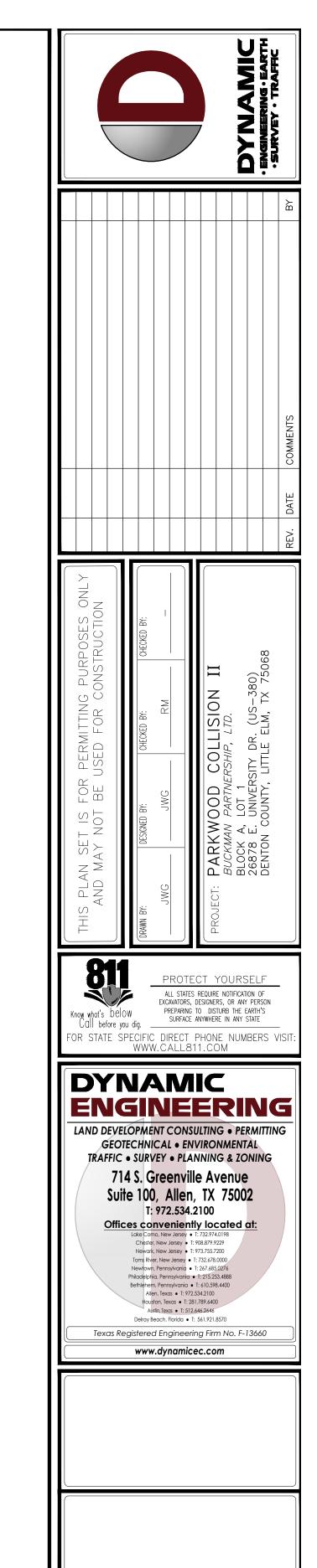
THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

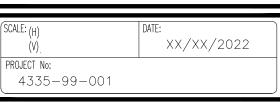
AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

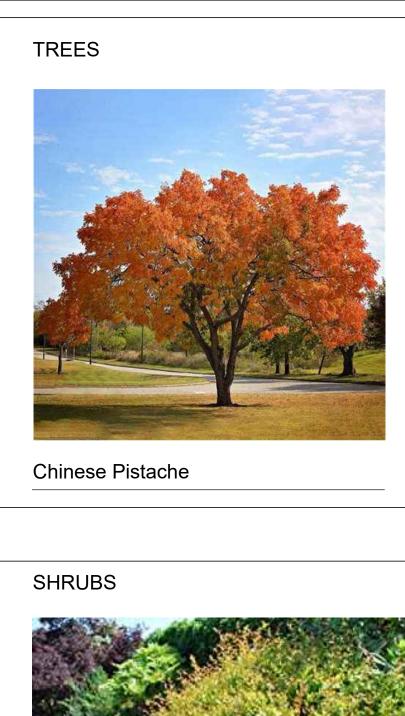






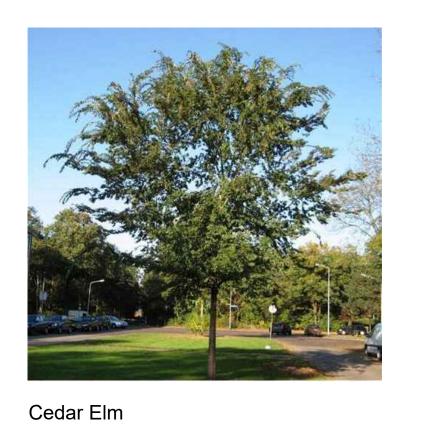
LANDSCAPE **PLANTING**







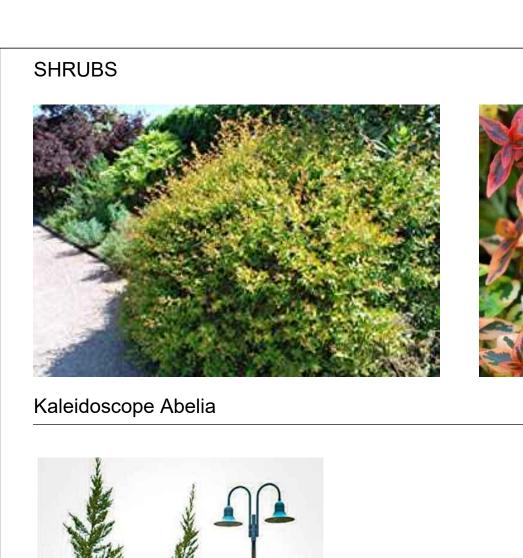


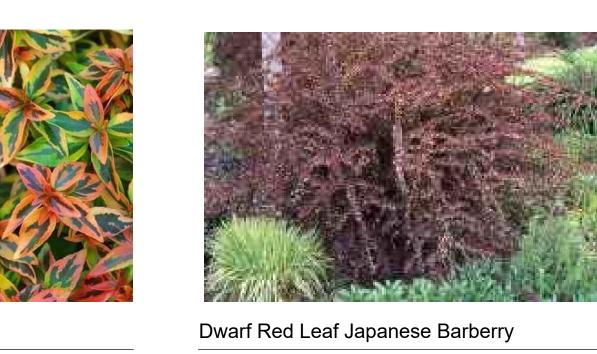










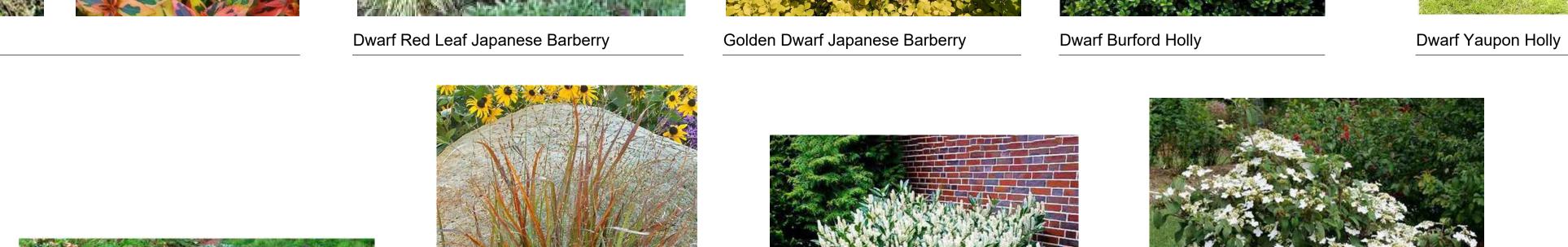






Laurustinus





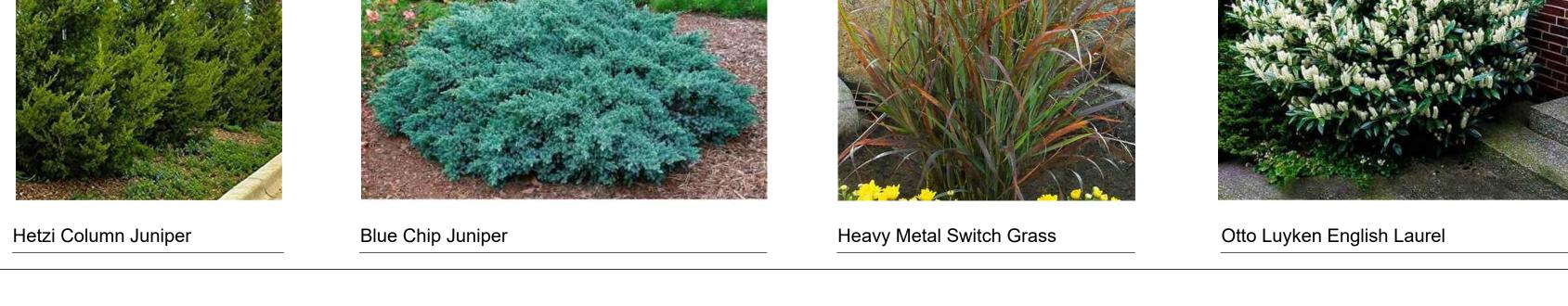








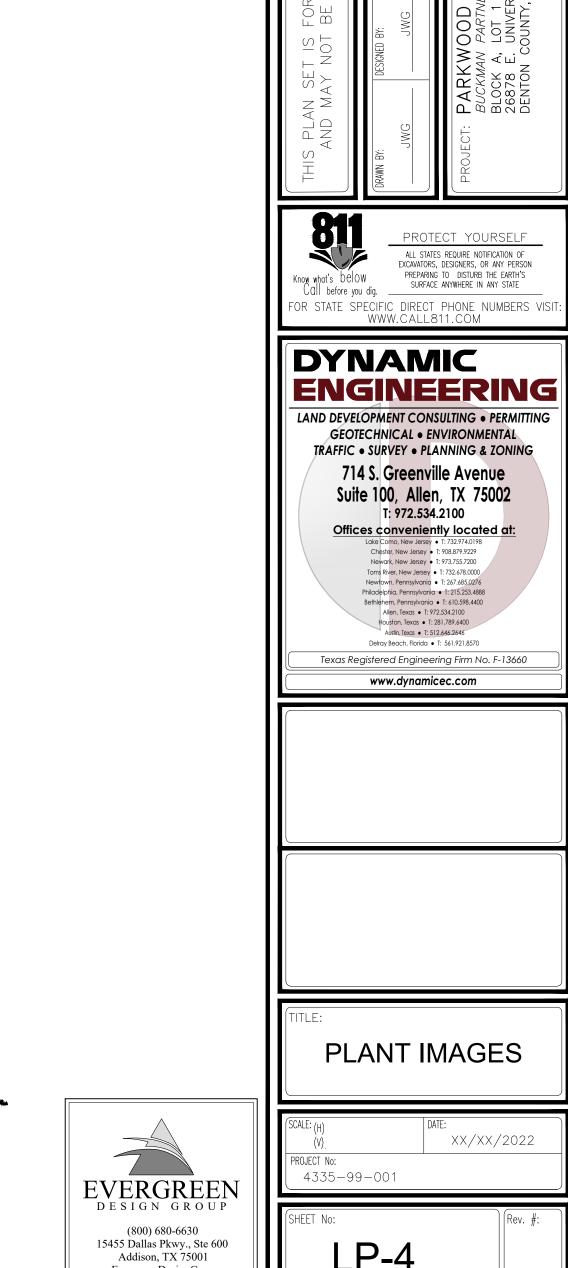












PLANTING SPECIFICATIONS

- A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN
- A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES
- THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE ISSUED BY THE APPROPRIATE LOCAL
- B. SCOPE OF WORK WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS. LABOR. SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION. INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS,
- 2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL. STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF
- 3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

ALL MANUFACTURED PRODUCTS SHALL BE NEW.

- CONTAINER AND BALLED-AND-BURLAPPED PLANTS: FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200
- MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM
- ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS). TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
- ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTBLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
- ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
- CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
- 7 MUIT LITRUNK TREES SHALL RE MEASURED BY THEIR OVERALL HEIGHT. MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
- 8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE
- TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY,
- GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
- TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10
- DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED. PLANTING MIX FOR POTS: AN EQUAL PART MIXTURE OF TOPSOIL, SAND AND COMPOST. INCORPORATE "GELSCAPE", AS
- MADE BY AMEREQ, INC., (800) 832-8788, AT THE RATE OF 3 LB. PER CUBIC YARD OF PLANTING MIX. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING
- PALM MAINTENANCE SPIKES: AS MANUFACTURED BY THE LUTZ CORP, (800) 203-7740, OR APPROVED EQUAL. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
- TREE STAKING AND GUYING STAKES: 6' LONG GREEN METAL T-POSTS.

THE MANUFACTURER'S LABELED RATES

- GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0,106 INCH DIAMETER. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE
- STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
- PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER

A. SOIL PREPARATION

- BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SOIL TESTING:
 - AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING:
 - SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT
 - THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO
- PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT
- 4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING: TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING
- AFTER CROSS-RIPPING: NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CIT YDS, PER 1 000 S E
- PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) 15 LBS PER 1.000 S.F. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
- TREES SHRUBS AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
- NITROGEN STABILIZED ORGANIC AMENDMENT 4 CU. YDS. PER 1 000 S F 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
- IRON SULPHATE 2 LBS. PER CU. YD. 5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION
- OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED NSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION
- CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE
- SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING
- SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING
- SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING
- SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. GENERAL CONTRACTOR, AND OWNER 6 ONCE SOIL PREPARATION IS COMPLETE. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

- THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT,
- AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB. TURF. AND SEED AREAS AS MAY BE APPROPRIATE)
- SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
- 4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED
- REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE

TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.

GENERAL PLANTING

- MANUFACTURER'S RECOMMENDED RATE. TRENCHING NEAR EXISTING TREES CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT
 - ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK. WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).

ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR

- ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE
- ANY SORT OF SEALERS OR WOUND PAINTS. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
- SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES

JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.

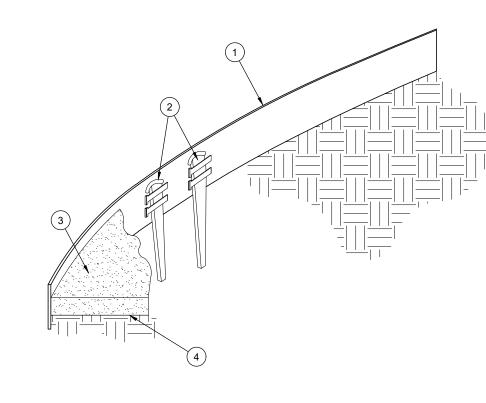
- 4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK. USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL
- FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME
- 1"-2" TREES TWO STAKES PER TREE 2-1/2"-4" TREES THREE STAKES PER TREE

DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:

- TREES OVER 4" CALIPER GUY AS NEEDED MULTI-TRUNK TREES
- THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
- #15 CONT. 24" BOX TREES TWO STAKES PER TREE 36"-48" BOX TREES THREE STAKES PER TREE **OVER 48" BOX TREES GUY AS NEEDED**
- MULTI-TRUNK TREES THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE
- INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH D. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
- DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS. 2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED
- WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
- SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO
- NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX
- INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD. HYDROMUI CHING 1. TURF HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
 - WINTER MIX (OCTOBER 1 MARCH 31) 50# CELLULOSE FIBER MULCH
 - 2# UNHULLED BERMUDA SEED # ANNUAL RYE SEED
 - 5# 15-15-15 WATER SOLUBLE FERTILIZER SUMMER MIX (APRIL 1 - SEPTEMBER 30) 50# CELLULOSE FIBER MULCH
- # HULLED BERMUDA SEED 5# 15-15-15 WATER SOLUBLE FERTILIZER
- 2. SEED HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
- 50# CELLULOSE FIBER MULCI 15# 15-15-15 WATER SOLUBLE FERTILIZER
- SEED RATE PER LEGEND
- ALL SEED SHALL BE DRILL SEEDED AT THE RATES SHOWN ON THE PLANS, WITH A HYDROMULCH MIX APPLIED AFTER SEEDING
- 2. THE HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS: 50# CELLULOSE FIBER MULCH
- 15# 15-15-15 WATER SOLUBLE FERTILIZER 4# ORGANIC BINDER
- H. MULCH INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS. 2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL
- CLEAN UP DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERI Y CONDITION
- DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE. J. INSPECTION AND ACCEPTANCE UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
- WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS. THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN
- RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL K. LANDSCAPE MAINTENANCE
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING
- ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
- 3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR: a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH, BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED
- WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.

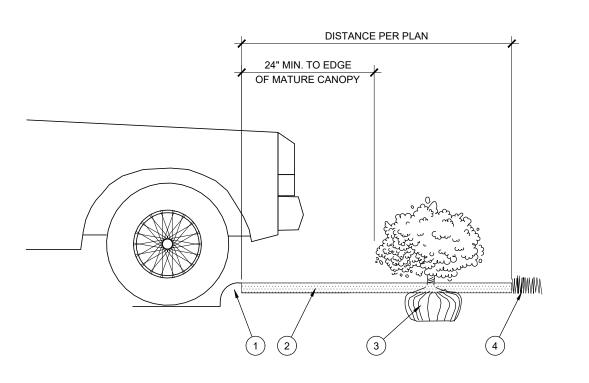
CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS. M. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH



- (1) ROLLED-TOP STEEL EDGING PER PLANS.
- 2 TAPERED STEEL STAKES.
- 3) MULCH, TYPE AND DEPTH PER PLANS
- 4) FINISH GRADE
- 1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED. 2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE. 3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

STEEL EDGING SCALE: NOT TO SCALE

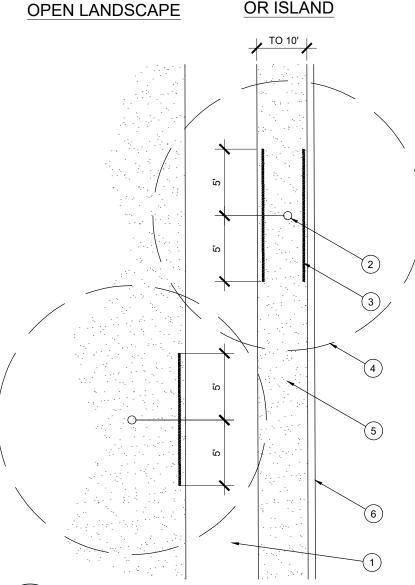


1) CURB. 2) MULCH LAYER (3) PLANT.

PARKWAY

(4) TURF (WHERE SHOWN ON PLAN).

PLANTING AT PARKING AREA



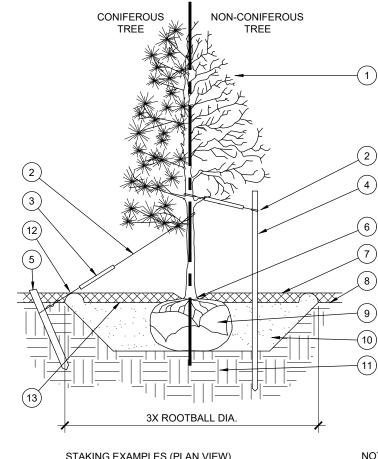
(1) TYPICAL WALKWAY OR PAVING TREE TRUNK

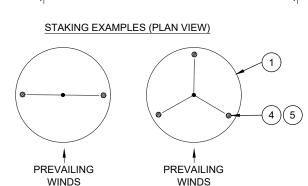
LINEAR ROOT BARRIER MATERIAL. SEE

PLANTING NOTES FOR TYPE AND

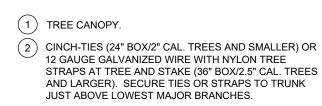
- MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS (4) TREE CANOPY
- 5 TYPICAL PLANTING AREA (6) TYPICAL CURB AND GUTTER
- 1) INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS 2) BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.





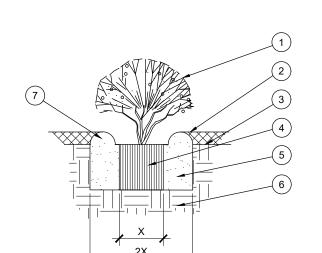


TREE PLANTING SCALE: NOT TO SCALE



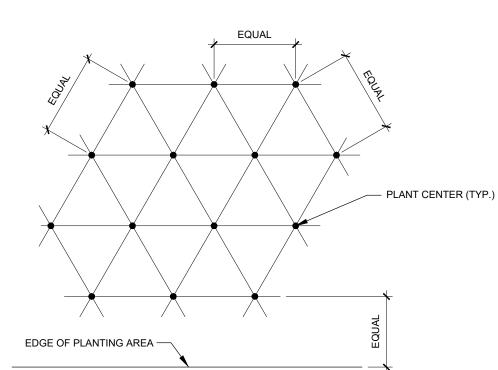
- (3) 24" X 3/4" P.V.C. MARKERS OVER WIRES.
- (4) GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
- PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
- (6) TRUNK FLARE.
- MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
- (8) FINISH GRADE
- 9 ROOT BALL.
- BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
- 11) UNDISTURBED NATIVE SOIL.
- 12) 4" HIGH EARTHEN WATERING BASIN. (13) FINISH GRADE.
- SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL. AND THE ROOT FLARE IS 2"-4" ABOVE FINISH GRADE.
- PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE, REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL. REMOVE ALL NURSERY STAKES AFTER PLANTING 5. FOR TREES 36" BOX/2.5" CAL. AND LARGER, USE THREE STAKES OR
- DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE. 6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT

FOR B&B TREES. CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE



- 1) SHRUB, PERENNIAL, OR ORNAMENTAL GRASS. MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
- 3) FINISH GRADE.
- 4) ROOT BALL.
- 5) BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS
- (6) UNDISTURBED NATIVE SOIL.
- (7) 3" HIGH EARTHEN WATERING BASIN





NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA: TOTAL AREA / AREA DIVIDER = TOTAL PLANTS

PLANT SPACING AREA DIVIDER PLANT SPACING AREA DIVIDER

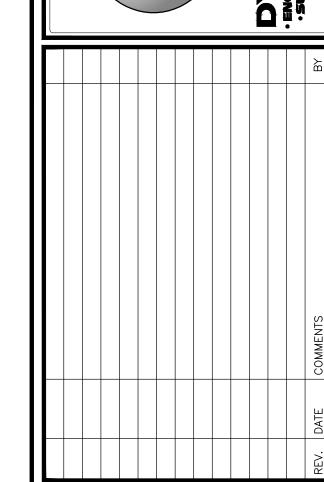
2) STEP 2: SUBTRACT THE ROW (S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED

AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT **EXAMPLE:** PLANTS AT 18" O.C. IN 100 SF PLANTING AREA, 40 LF PERIMETER STEP 1: 100 SF/1.95 = 51 PLANTS STEP 2: 51 PLANTS - (40 LF / 1.95 = 21 PLANTS) = 30 PLANTS TOTAL

PLANT SPACING







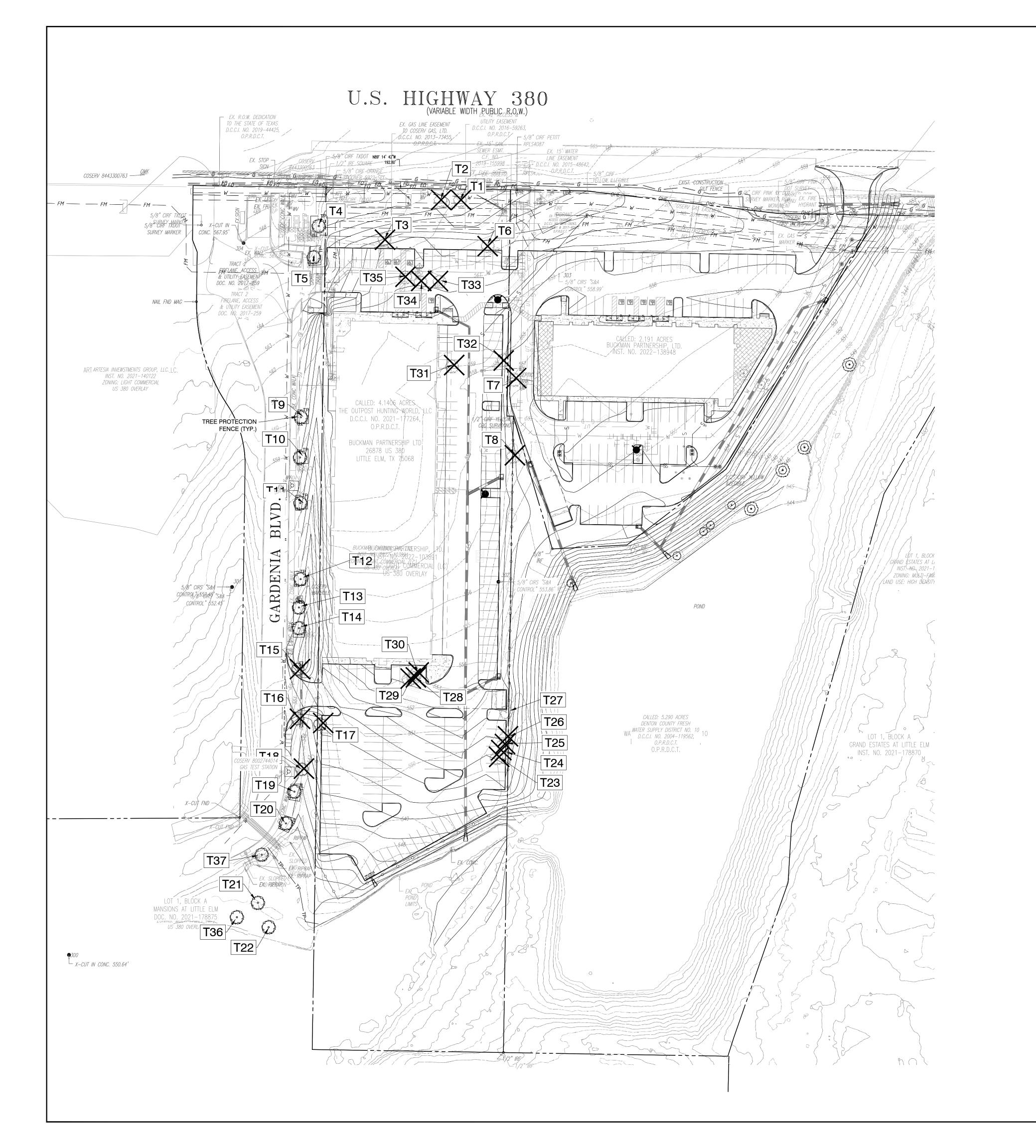


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LANDSCAPE **DETAILS AND**

SPECIFICATIONS XX/XX/2022 4335-99-001



EXISTING TREE LIST

EXISTING TREE TO BE SAVED

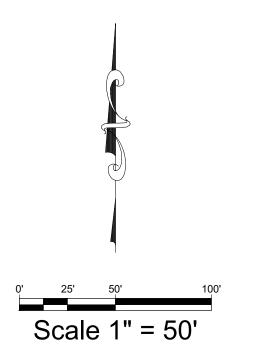


EXISTING TREE TO BE REMOVED

TP—TP—TREE PROTECTION FENCING (SEE DETAIL ON SHEET TD-2)

EXISTING TREE LIST

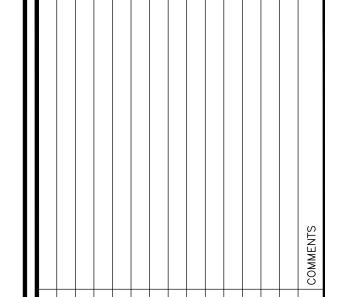
#	DBH	TYPE	CLASS	STATUS	REPLACEMENT INCHES	COST
T1	8	BRADFORD PEAR	#5	REMOVE	8	\$221.3
T2	10	BRADFORD PEAR	#5	REMOVE	10	\$345.5
T3	16	MESQUITE	#3	REMOVE	48	\$2,654.5
T4	6	TREE	#3	SAVE	0	
T5	8	OAK	#1	SAVE	0	
T6	12	MESQUITE	#3	REMOVE	36	\$1,492.9
T7	6	HACKBERRY	#4	REMOVE	12	\$249.0
T8	14	HACKBERRY	#4	REMOVE	28	\$1,355.2
Т9	6	OAK	#1	SAVE	0	
T10	6	OAK	#1	SAVE	0	
T11	8	OAK	#1	SAVE	0	
T12	6	OAK	#1	SAVE	0	
T13	6	OAK	#1	SAVE	0	
T14	6	OAK	#1	SAVE	0	
T15	6	OAK	#1	REMOVE	30	\$622.6
T16	6	OAK	#1	REMOVE	30	\$622.6
T17	16	MESQUITE	#3	REMOVE	48	\$2,654.5
T18	6	OAK	#1	REMOVE	30	\$622.6
T19	6	OAK	#1	SAVE	0	
T20	6	OAK	#1	SAVE	0	
T21	10	BALD CYPRESS	#1	SAVE	0	
T22	10	BALD CYPRESS	#1	SAVE	0	
T23	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T24	16	MESQUITE	#3	REMOVE	48	\$2,654.5
T25	12	MESQUITE	#3	REMOVE	36	\$2,488.2
T26	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T27	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T28	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T29	20	MESQUITE	#3	REMOVE	60	\$4,147.4
T30	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T31	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T32	8	OAK	#1	REMOVE	40	\$663.9
T33	14	MESQUITE	#3	REMOVE	42	\$2,032.8
T34	10	MESQUITE	#3	REMOVE	30	\$1,036.7
T35	10	MESQUITE	#3	REMOVE	30	\$1,036.7
T36	10	CYPRESS	#1	SAVE	0	
T37	6	OAK	#1	SAVE	0	



TREE MITIGATION
REQUIRED MITIGATION 818"
PROVIDED MITIGATION 0"

TREES REMOVED: 23
MITIGATION REQUIRED: \$37,098.07 INTO TREE FUND*
PROVIDED MITIGATION: \$37,098.07 INTO TREE FUND*

*DOLLAR AMOUNT BASED ON THE CITY OF LITTLE ELM
TREE VALUATION FORMULA



THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

JWG JWG RECKED BY: CHECKED BY: CHECKED BY:

BROCK A, LOT 1
26878 E. UNIVERSITY DR. (US-380)

DENTON COUNTY, LITTLE ELM, TX 75068



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DYNAMIC

TREE PROTECTION GENERAL NOTES

- (A) PRIOR TO THE LAND CLEARING STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL CLEARLY MARK ALL PROTECTED TREES FOR WHICH A TREE REMOVAL PERMIT HAS NOT BEEN ISSUED AND SHALL ERECT BARRIERS FOR THE PROTECTION OF THE TREES ACCORDING TO THE FOLLOWING:
- (1) AROUND AN AREA AT OR GREATER THAN A SIX-FOOT RADIUS OF ALL SPECIES OF MANGROVES AND PROTECTED CABBAGE
- PALMS;
 (2) AROUND AN AREA AT OR GREATER THAN THE FULL DRIPLINE OF ALL PROTECTED NATIVE PINES;
- (3) AROUND AN AREA AT OR GREATER THAN TWO-THIRDS OF THE DRIPLINE OF ALL OTHER PROTECTED SPECIES.
 (B) NO PERSON SHALL ATTACH ANY SIGN, NOTICE OR OTHER OBJECT TO ANY PROTECTED TREE OR FASTEN ANY WIRES, CABLES, NAILS OR SCREWS TO ANY PROTECTED TREE IN ANY MANNER THAT COULD PROVE HARMFUL TO THE PROTECTED TREE, EXCEPT AS NECESSARY IN CONJUNCTION WITH ACTIVITIES IN THE PUBLIC INTEREST.
- (C) DURING THE CONSTRUCTION STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OR ON THE NEARBY GROUND OF ANY TREE OR GROUP OF TREES WHICH IS TO BE PRESERVED. WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OF ANY TREE OR ON NEARBY GROUND, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT STORAGE OF BUILDING MATERIAL AND/OR EQUIPMENT, OR DISPOSAL OF WASTE MATERIAL SUCH AS PAINTS, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF THE TREE.
- (D) NO PERSON SHALL PERMIT ANY UNNECESSARY FIRE OR BURNING WITHIN 30 FEET OF THE DRIPLINE OF A PROTECTED TREE.
- (E) ANY LANDSCAPING ACTIVITIES WITHIN THE BARRIER AREA SHALL BE ACCOMPLISHED WITH HAND LABOR.

 (F) PRIOR TO ISSUING A CERTIFICATE OF OCCUPANCY OR COMPLIANCE FOR ANY DEVELOPMENT, BUILDING OR STRUCTURE, ALL TREES
- DESIGNATED TO BE PRESERVED THAT WERE DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR WITH TREES OF EQUIVALENT DIAMETER AT BREAST HEIGHT TREE CALIPER AND OF THE SAME SPECIES AS SPECIFIED BY THE COUNTY ADMINISTRATOR, BEFORE OCCUPANCY OR USE, UNLESS APPROVAL FOR THEIR REMOVAL HAS BEEN GRANTED UNDER PERMIT.

 (G) THE COUNTY ADMINISTRATOR MAY CONDUCT PERIODIC INSPECTIONS OF THE SITE DURING LAND CLEARANCE AND CONSTRUCTION.
- (H) IF, IN THE OPINION OF THE COUNTY ADMINISTRATOR, DEVELOPMENT ACTIVITIES WILL SO SEVERELY STRESS SLASH PINES OR ANY
 OTHER PROTECTED TREE SUCH THAT THEY ARE MADE SUSCEPTIBLE TO INSECT ATTACK, PREVENTATIVE SPRAYING OF THESE
 TREES BY THE CONTRACTOR MAY BE REQUIRED.

CITY NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE
- MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.

 2. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE
- 3. NO SUBSTITUTIONS FOR PLANT MATERIALS IS ALLOWED, WITHOUT WRITTEN AND STAMPED APPROVAL BY THE DIRECTOR ON A REVISEDLANDSCAPE PLAN.
- 4. THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER IN THE SAME MANNER AS THE REQUIRED LANDSCAPE AREA. ALL DRIVEWAYS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR. ALL PLANTINGS
- INTENDED FOR EROSION CONTROL WILL BE MAINTAINED. THE TOWN MAY REQUIRE REVEGETATION TO PREVENT EROSION OR SLIPPAGE.

 5. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN 30 DAYS OR A DATE
- APPROVED BY THE DIRECTOR, BASED ON CURRENT SEASONS AND WEATHER CONDITIONS (I.E., DROUGHT OR FREEZE).

 6. WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID
- CONSICT. SUBSTITUTION OF PLANT MATERIAL IS NOT ALLOWED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DIRECTOR.

 7. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE
- SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALI ED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- 3. REQUIRED LANDSCAPED OPEN AREAS AND DISTURBED SOIL AREAS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.
- THE LANDSCAPE ORDINANCE.

 9. ALL STREETSCAPE FURNITURE (BENCHES, BOLLARDS, LAMPPOSTS, TRASH RECEPTACLES, PATIO FURNITURE, BIKE RACKS, ETC.) SHALL BE A CHIP- AND 3AKE-RESISTANT METAL, DECORATIVE, AND GENERALLY BLACK "STORM CLOUD" IN COLOR.





TREE DISPOSITION

XX/XX/2022

PROJECT No: 4335-99-001

SHEET No: Rev. #

TREE PROTECTION SPECIFICATIONS

MATERIALS

- 1. FABRIC: 4 FOOT HIGH ORANGE PLASTIC FENCING AS SHOWN ON THE PLANS AND SHALL BE WOVEN WITH 2 INCH MESH OPENINGS SUCH THAT IN A VERTICAL DIMENSION OF 23 INCHES ALONG THE DIAGONALS OF THE OPENINGS THERE SHALL BE AT LEAST 7 MESHES.
- 2. POSTS: POSTS SHALL BE A MINIMUM OF 72 INCHES LONG AND STEEL 'T' SHAPED WITH A MINIMUM WEIGHT OF 1.3 POUNDS PER LINEAR FOOT.
- 3. TIE WIRE: WIRE FOR ATTACHING THE FABRIC TO THE T-POSTS SHALL BE NOT LESS THAN NO. 12 GAUGE GALVANIZED WIRE.
- 4. USED MATERIALS: PREVIOUSLY-USED MATERIALS, MEETING THE ABOVE REQUIREMENTS AND WHEN APPROVED BY THE OWNER, MAY BE USED.

CONSTRUCTION METHODS

- 1. ALL TREES AND SHRUBS SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.
- 2. EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST AND OBTAIN ALL REQUIRED PERMITS TO PRUNE THE EXISTING TREES FOR CLEANING, RAISING AND THINNING, AS MAY BE REQUIRED.
- 3. PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE CRITICAL ROOT ZONE (CRZ, EQUAL TO 1' FROM THE TRUNK FOR EVERY 1" OF DBH) AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST, AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION. TREES IN CLOSE PROXIMITY SHALL BE FENCED TOGETHER, RATHER THAN INDIVIDUALLY.
- 4. PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.
- 5. THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.
- 6. THE INSTALLATION POSTS SHALL BE PLACED EVERY 6 FEET ON CENTER AND EMBEDDED TO 18 INCHES DEEP. MESH FABRIC SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE FABRIC TO THE T-POSTS TO HOLD THE FABRIC IN A STABLE AND UPRIGHT POSITION.

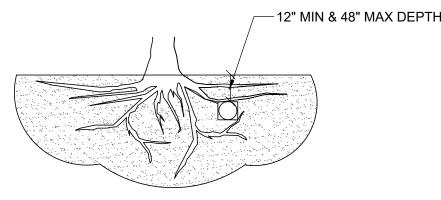
7. WITHIN THE CRZ:

- a. DO NOT CLEAR, FILL OR GRADE IN THE CRZ OF ANY TREE.
- b. DO NOT STORE, STOCKPILE OR DUMP ANY JOB MATERIAL, SOIL OR RUBBISH UNDER THE SPREAD OF THE TREE BRANCHES.
- c. DO NOT PARK OR STORE ANY EQUIPMENT OR SUPPLIES UNDER THE TREE CANOPY.
- d. DO NOT SET UP ANY CONSTRUCTION OPERATIONS UNDER THE TREE CANOPY (SUCH AS PIPE CUTTING AND THREADING, MORTAR MIXING, PAINTING OR LUMBER CUTTING).
- e. DO NOT NAIL OR ATTACH TEMPORARY SIGNS METERS, SWITCHES, WIRES, BRACING OR ANY OTHER ITEM TO THE TREES.
- f. DO NOT PERMIT RUNOFF FROM WASTE MATERIALS INCLUDING SOLVENTS, CONCRETE WASHOUTS, ASPHALT TACK COATS (MC-30 OIL), ETC. TO ENTER THE CRZ. BARRIERS ARE TO BE PROVIDED TO PREVENT SUCH RUNOFF SUBSTANCES FROM ENTERING THE CRZ WHENEVER POSSIBLE, INCLUDING IN AN AREA WHERE RAIN OR SURFACE WATER COULD CARRY SUCH MATERIALS TO THE ROOT SYSTEM OF THE TREE.

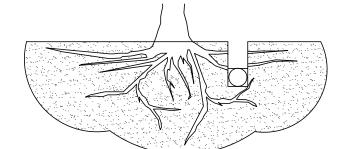
- 8. ROUTE UNDERGROUND UTILITIES TO AVOID THE CRZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM
- 9. WHERE EXCAVATION IN THE VICINITY OF TREES MUST OCCUR, SUCH AS FOR IRRIGATION INSTALLATION, PROCEED WITH CAUTION, AND USING HAND TOOLS ONLY.
- 10. THE CONTRACTOR SHALL NOT CUT ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. ALL ROOTS LARGER THAN ONE INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OAKS ONLY, ALL WOUNDS SHALL BE PAINTED WITH WOUND SEALER WITHIN 30 MINUTES
- 11. REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.
- 12. TREES DAMAGED OR KILLED DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S AND LOCAL JURISDICTION'S SATISFACTION.
- 13. ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO ITS REMOVAL, AND THE CONTRACTOR SHALL HAVE ALL REQUIRED PERMITS FOR SUCH ACTIVITIES.
- 14. COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.
- 15. IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DUING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THE SOIL WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
- 16. WATER ALL TREES IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONCE A WEEK DURING PERIODS OF HOT DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
- 17. WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.
- 18. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION-RELATED ACTIVITIES HAVE BEEN REMOVED.

TREES THAT ARE MARKED TO BE PRESERVED ON A SITE PLAN AND FOR WHICH UTILITIES MUST PASS TROUGH THEIR ROOT PROTECTION ZONES MAY REQUIRE TUNNELING AS OPPOSED TO OPEN TRENCHES. THE DECISION TO TUNNEL WILL BE DETERMINED ON A CASE BY CASE BASIS BY THE ENGINEER.

TUNNELS SHALL BE DUG THROUGH THE ROOT PROTECTION ZONE IN ORDER TO MINIMIZE ROOT DAMAGE.



TUNNEL TO MINIMIZE ROOT DAMAGE (TOP) AS OPPOSED TO SURFACE-DUG TRENCHES IN ROOT PROTECTION ZONE WHEN THE 5' MINIMUM DISTANCE FROM TRUNK CAN NOT BE ACHIEVED.



OPEN TRENCHING MAY BE USED IF EXPOSED TREE ROOTS DO NOT EXCEED 3" OR ROOTS CAN BE BENT BACK.

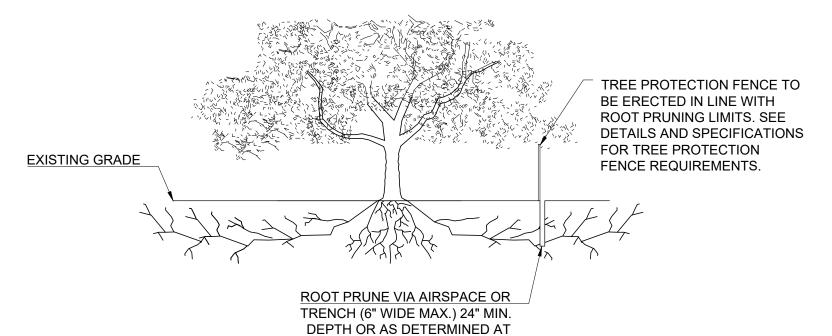
BORING THROUGH ROOT PROTECTION ZONE SCALE: NOT TO SCALE

NOTES

- 1. RETENTION AREAS WILL BE SET AS PART OF THE REVIEW PROCESS AND
- PRE-CONSTRUCTION MEETING.
 BOUNDARIES OF RETENTION AREAS MUST BE STAKED AT THE PRE-CONSTRUCTION
- MEETING AND FLAGGED PRIOR TO ROOT PRUNING.
- 3. EXACT LOCATION OF ROOT PRUNING SHALL BE DETERMINED IN THE FIELD IN COORDINATION WITH THE FORESTRY INSPECTOR.

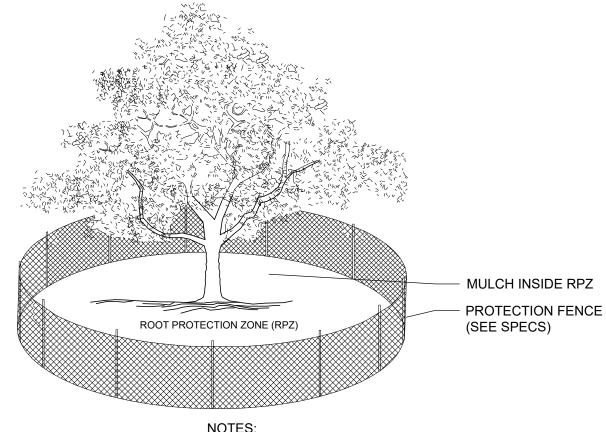
WARRANTY AND MAINTENANCE PERIOD.

- 4. TRENCH SHOULD BE IMMEDIATELY BACKFILLED WITH EXCAVATED SOIL OR OTHER
- ORGANIC SOIL AS SPECIFIED PER PLAN OR BY THE FORESTRY INSPECTOR.
- ROOTS SHALL BE CLEANLY CUT USING VIBRATORY KNIFE OR OTHER ACCEPTABLE EQUIPMENT. ROT PRUNING METHODS AND MEANS MUST BE IN ACCORDANCE WITH ANSI STANDARD A3000.
- ALL PRUNING MUST BE EXECUTED AT LOD SHOWN ON PLANS OR AS AUTHORIZED IN WRITING BY THE FORESTRY INSPECTOR.
- 7. SUPPLEMENTAL WATERING MAY BE REQUIRED FOR ROOT PRUNED TREES THROUGHOUT THE GROWING SEASON DURING CONSTRUCTION AND SUBSEQUENT



PRE-CONSTRUCTION MEETING.

D ROOT PRUNING DETAIL
SCALE: NOT TO SCALE

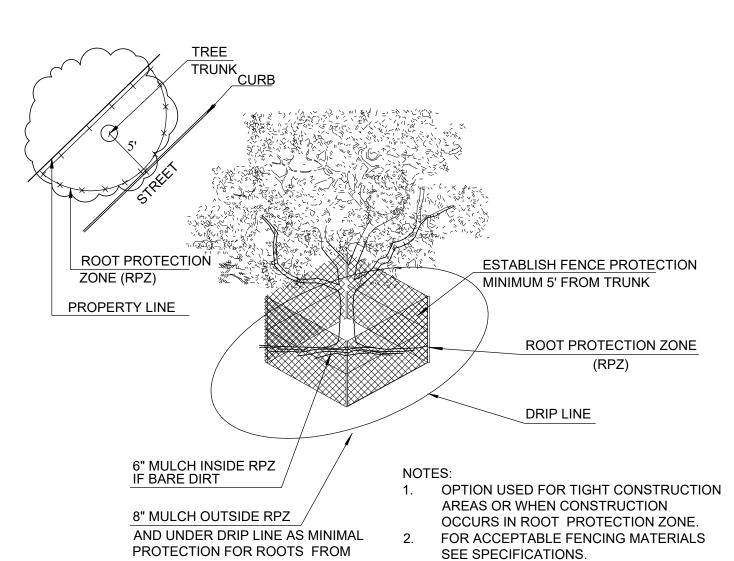


SPECIFICATIONS.

THE FENCING LOCATION SHOWN ABOVE IS
DIAGRAMATIC ONLY AND WILL CONFORM TO THE
DRIP LINE AND BE LIMITED TO PROJECT
BOUNDARY. WHERE MULTIPLE ADJACENT TREES
WILL BE ENCLOSED BY FENCING, THE FENCING
SHALL BE CONTINUOUS AROUND ALL TREES.
 FOR ACCEPTABLE FENCING MATERIALS SEE

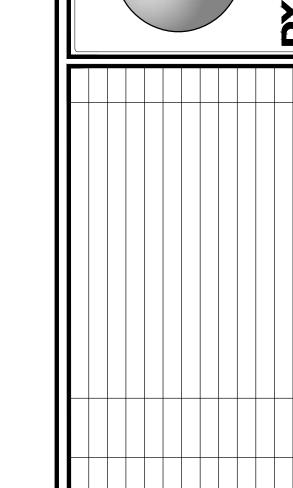
A TREE PROTECTION FENCE SCALE: NOT TO SCALE

CONSTRUCTION ACTIVITIES



TREE PROTECTION FENCE - TIGHT CONSTRUCTION

SCALE: NOT TO SCALE



THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

JWG

JWG

BUCKMAN PARTNERSHIP, LTD.

BLOCK A, LOT 1
26878 E. UNIVERSITY DR. (US-380)

DENTON COUNTY, LITTLE ELM, TX 75068



LAND DEVELOPMENT CONSULTING • PERMITTING
GEOTECHNICAL • ENVIRONMENTAL
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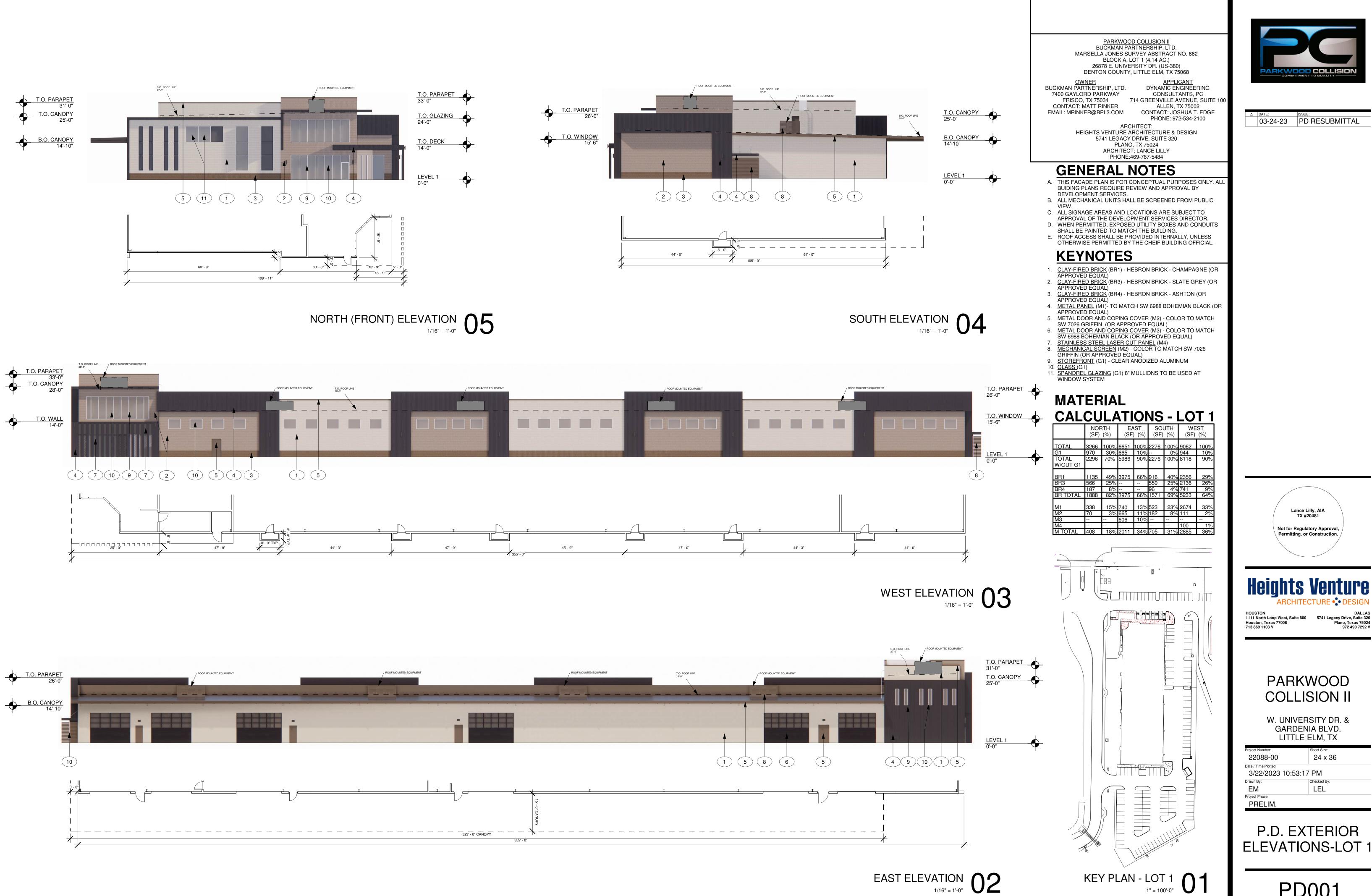
TREE
PRESERVATION DETAILS
AND NOTES

SCALE: (H) DATE: XX/XX/2022
PROJECT No: 4335-99-001

TD-2

05/01/2023







FOR STAFF USE

03-24-23 PD RESUBMITTAL



Lance Lilly, AIA TX #20481

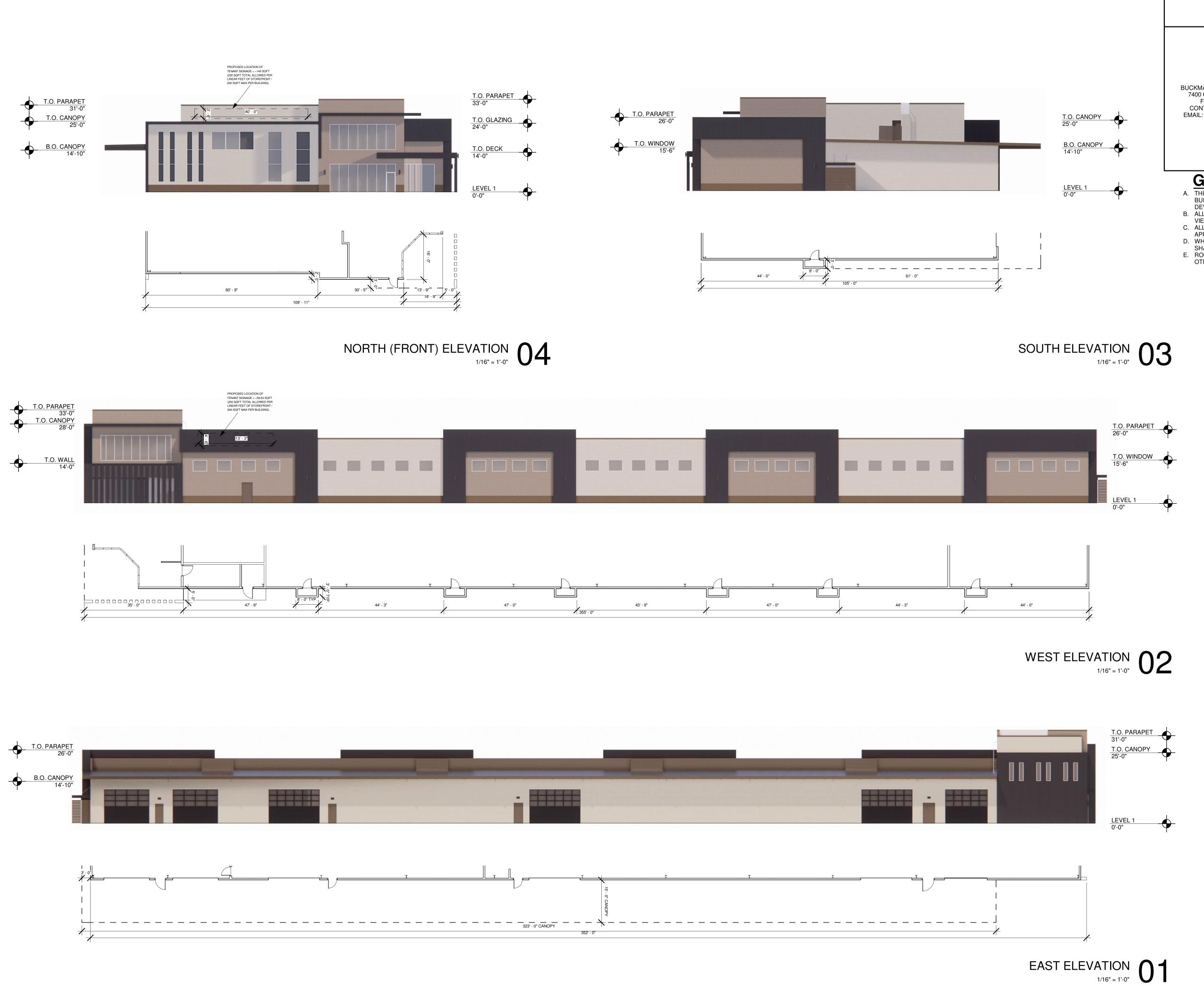
Not for Regulatory Approval, Permitting, or Construction.

W. UNIVERSITY DR. & GARDENIA BLVD. LITTLE ELM, TX

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P.D. EXTERIOR **ELEVATIONS-LOT 1**

PD001



FOR STAFF USE

PARKWOOD COLLISION II BUCKMAN PARTNERSHIP, LTD. MARSELLA JONES SURVEY ABSTRACT NO. 662

BLOCK A, LOT 1 (4.14 AC.) 26878 E. UNIVERSITY DR. (US-380) DENTON COUNTY, LITTLE ELM, TX 75068

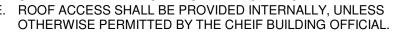
<u>APPLICANT</u> DYNAMIC ENGINEERING BUCKMAN PARTNERSHIP, LTD. CONSULTANTS, PC 7400 GAYLORD PARKWAY FRISCO, TX 75034 714 GREENVILLE AVENUE, SUITE 100 CONTACT: MATT RINKER ALLEN, TX 75002 EMAIL: MRINKER@BPL3.COM CONTACT: JOSHUA T. EDGE PHONE: 972-534-2100

ARCHITECT:
HEIGHTS VENTURE ARCHITECTURE & DESIGN 5741 LEGACY DRIVE, SUITE 320 PLANO, TX 75024 ARCHITECT: LANCE LILLY PHONE:469-767-5484

GENERAL NOTES

- A. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUIDING PLANS REQUIRE REVIEW AND APPROVAL BY
- DEVELOPMENT SERVICES.

 B. ALL MECHANICAL UNITS HALL BE SCREENED FROM PUBLIC
- C. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF THE DEVELOPMENT SERVICES DIRECTOR.
- D. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS
- SHALL BE PAINTED TO MATCH THE BUILDING. E. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS





03-24-23 PD RESUBMITTAL





PARKWOOD COLLISION II

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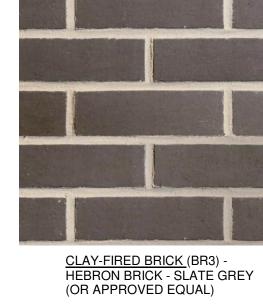
P.D. SIGNAGE PLAN LOT 1

PD002

MATERIAL BOARD - LOT 1



<u>CLAY-FIRED BRICK (BR1)</u> -HEBRON BRICK - CHAMPAGNE (OR APPROVED EQUAL)





<u>CLAY-FIRED BRICK (BR4) -</u> HEBRON BRICK - ASHTON (OR APPROVED EQUAL)



METAL PANEL (M1) -COLOR: TO MATCH SW 6988 "BOHEMIAN BLACK" (OR APPROVED EQUAL)



METAL DOOR AND COPING COVER (M2) -COLOR: TO MATCH SW 7026 (OR APPROVED EQUAL)



METAL DOOR AND COPING COVER (M3) -COLOR: TO MATCH SW 6988 "BOHEMIAN BLACK" (OR APPROVED EQUAL)



STAINLESS STEEL LASER CUT PANEL (M4) (OR APPROVED EQUAL)



STOREFRONT (G1) -COLOR: CLEAR ANODIZED ALUMINUM



ECHELON QUIK BRIK (B1) - COLOR: WHITE LIMESTONE (OR APPROVED EQUAL)

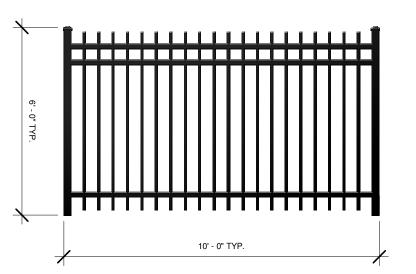
PERSPECTIVE RENDERINGS - LOT 1

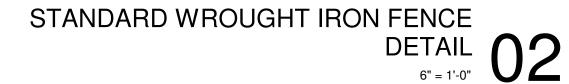


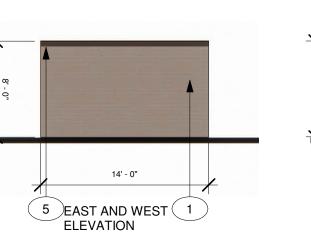
NORTHWEST CORNER PERSPECTIVE

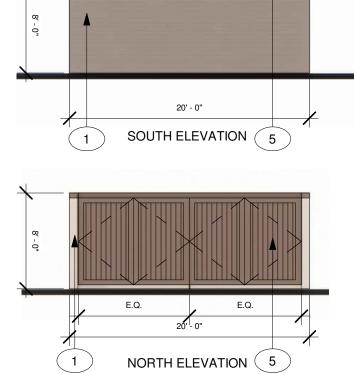


NORTHEAST CORNER PERSPECTIVE









DUMPSTER ELEVATIONS LOT 1

1/8" = 1'-0"

FOR STAFF USE

PARKWOOD COLLISION II BUCKMAN PARTNERSHIP, LTD. MARSELLA JONES SURVEY ABSTRACT NO. 662 BLOCK A, LOT 1 (4.14 AC.) 26878 E. UNIVERSITY DR. (US-380) DENTON COUNTY, LITTLE ELM, TX 75068

<u>OWNER</u> BUCKMAN PARTNERSHIP, LTD. APPLICANT
DYNAMIC ENGINEERING 7400 GAYLORD PARKWAY CONSULTANTS, PC FRISCO, TX 75034 714 GREENVILLE AVENUE, SUITE 100 CONTACT: MATT RINKER ALLEN, TX 75002 CONTACT: JOSHUA T. EDGE EMAIL: MRINKER@BPL3.COM PHONE: 972-534-2100

ARCHITECT:
HEIGHTS VENTURE ARCHITECTURE & DESIGN
5741 LEGACY DRIVE, SUITE 320 PLANO, TX 75024 ARCHITECT: LANCE LILLY PHONE:469-767-5484

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- SHALL BE PAINTED TO MATCH THE BUILDING.

 E. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHEIF BUILDING OFFICIAL.

KEYNOTES

- 1. CLAY-FIRED BRICK (BR1) HEBRON BRICK CHAMPAGNE (OR APPROVED EQUAL)
- CLAY-FIRED BRICK (BR3) HEBRON BRICK SLATE GREY (OR APPROVED EQUAL)
 CLAY-FIRED BRICK (BR4) HEBRON BRICK ASHTON (OR
- APPROVED EQUAL)
- 4. METAL PANEL (M1)- TO MATCH SW 6988 BOHEMIAN BLACK (OR APPROVED EQUAL)
- METAL DOOR AND COPING COVER (M2) COLOR TO MATCH SW 7026 GRIFFIN (OR APPROVED EQUAL)
- SW 7026 GRIFFIN (OR APPROVED EQUAL)

 6. METAL DOOR AND COPING COVER (M3) COLOR TO MATCH SW 6988 BOHEMIAN BLACK (OR APPROVED EQUAL)

 7. STAINLESS STEEL LASER CUT PANEL (M4)

 8. MECHANICAL SCREEN (M2) COLOR TO MATCH SW 7026 GRIFFIN (OR APPROVED EQUAL)

 9. STOREFRONT (G1) CLEAR ANODIZED ALUMINUM

 10. GLASS (G1)

 11. SPANDREL GLAZING (G1) 8" MULLIONS TO BE USED AT WINDOW SYSTEM



03-24-23 PD RESUBMITTAL



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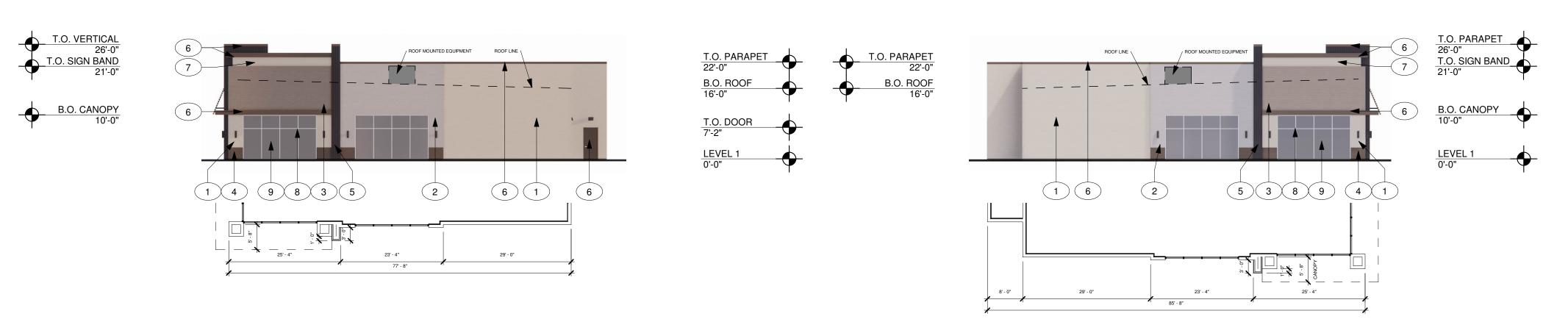
PARKWOOD COLLISION II

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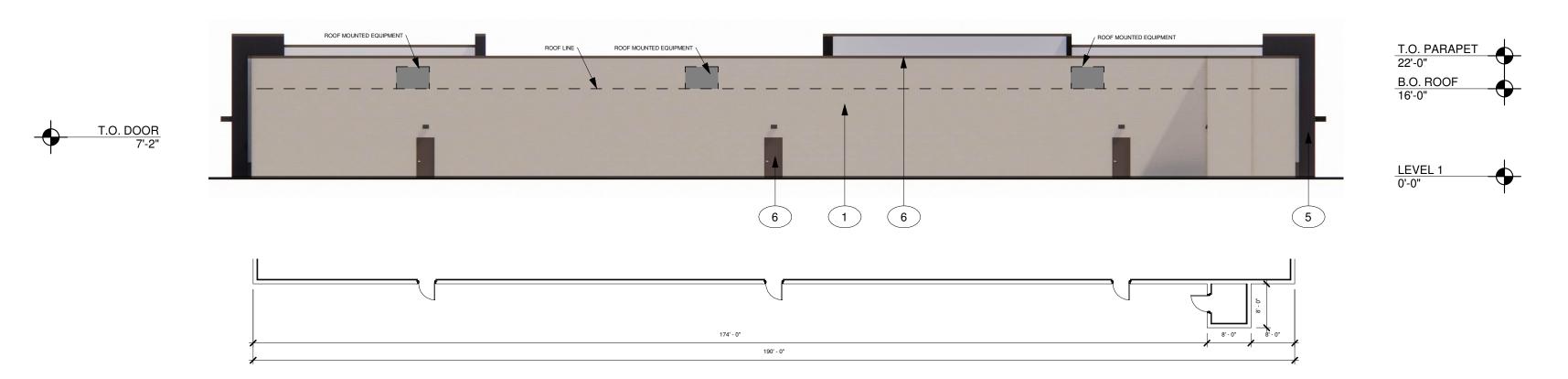
P.D. MATERIAL BOARD - LOT 1

PD003

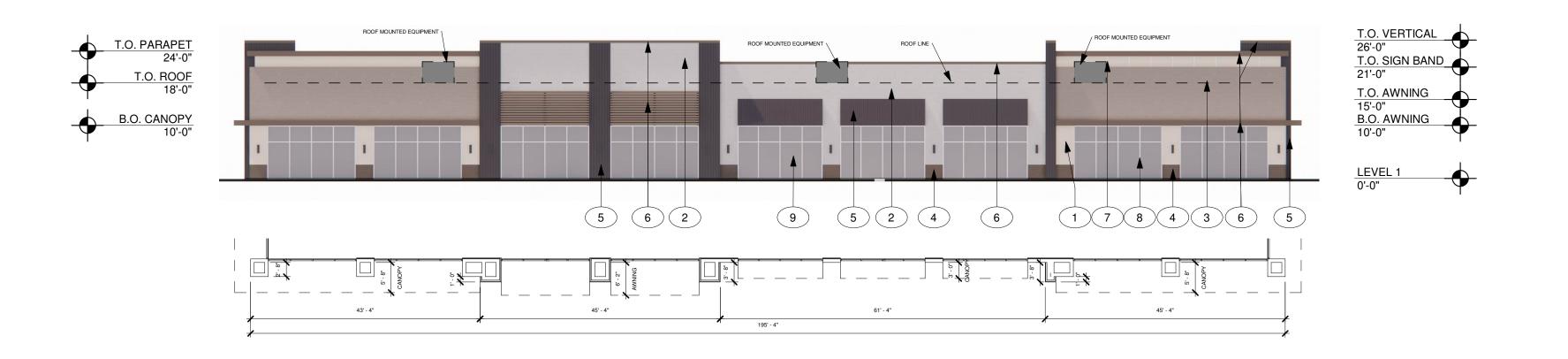


WEST ELEVATION 05

EAST ELEVATION 04



SOUTH ELEVATION 1/16" = 1'-0"



NORTH (FRONT) ELEVATION 1/16" = 1'-0"

FOR STAFF USE

PARKWOOD COLLISION II BUCKMAN PARTNERSHIP, LTD. MARSELLA JONES SURVEY ABSTRACT NO. 662 BLOCK A, LOT 2 (2.19 AC.) 26878 E. UNIVERSITY DR. (US-380) DENTON COUNTY, LITTLE ELM, TX 75068

BUCKMAN PARTNERSHIP, LTD. 7400 GAYLORD PARKWAY FRISCO, TX 75034 CONTACT: MATT RINKER EMAIL: MRINKER@BPL3.COM

<u>APPLICANT</u> DYNAMIC ENGINEERING CONSULTANTS, PC 714 GREENVILLE AVENUE, SUITE 100 ALLEN, TX 75002 CONTACT: JOSHUA T. EDGE PHONE: 972-534-2100

ARCHITECT:
HEIGHTS VENTURE ARCHITECTURE & DESIGN 5741 LEGACY DRIVE, SUITE 320 PLANO, TX 75024 ARCHITECT: LANCE LILLY PHONE:469-767-5484

A. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL

GENERAL NOTES

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- SHALL BE PAINTED TO MATCH THE BUILDING. E. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHEIF BUILDING OFFICIAL.

KEYNOTES

- 1. ECHELON QUIK BRIK (B1) WHITE LIMESTONE (OR APPROVED
- 2. <u>ECHELON QUIK BRIK</u> (B2) HILLCREST GRAY (OR APPROVED EQUAL)
- 3. <u>ECHELÓN QUIK BRIK</u> (B3) GRAY GRANITE (OR APPROVED
- ECHELON QUIK BRIK (B4) CANOE (OR APPROVED EQUAL)
 METAL PANEL (M1)- TO MATCH SW 6988 BOHEMIAN BLACK (OR APPROVED EQUAL)
- METAL DOOR AND COPING COVER (M2) COLOR TO MATCH SW 7026 GRIFFIN (OR APPROVED EQUAL)
 EIFS (E1) #456 OYSTER SHELL
 STOREFRONT (G1) CLEAR ANODIZED ALUMINUM
 GLASS (G1)

MATERIAL CALCULATIONS - LOT 2

CAL			<u> </u>	<u>UI</u>	<u>VO</u>	_		<u> </u>
	NOF (SF)			AST) (%)		JTH (%)	WE (SF)	ST (%)
TOTAL	4664	100%	1941	100%	3180	100%	1941	100%
G1	1480	32%	334	17%	-	0%	334	17%
TOTAL W/OUT G1	3184	68%	1607	83%	3180	100%	1607	83%
B1	147		844		3013	95%	820	51%
B2	864	27%		20%	-		317	20%
B3	867	27%	233	15%			233	15%
B4	89	3%	36	2%			36	2%
B TOTAL	1967	62%	1430	90%	3013	95% 	1406	87%
M1	597	19%	51	3%			51	3%
M2	451	14%	81	5%	167	5%	105	6%
M TOTAL	1048	33%	132	8%	167	5%	156	9%
E1	169	5%	45	2%			45	2%

KEY PLAN LOT 2 1" = 100'-0"



RKWOOD COLLISION

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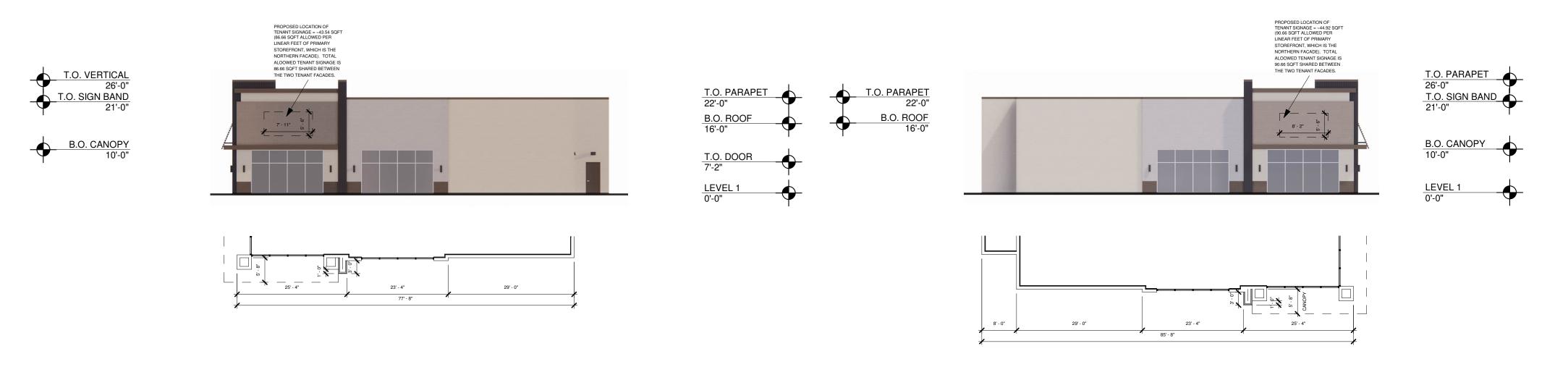
PARKWOOD PHASE 2 -RETAIL

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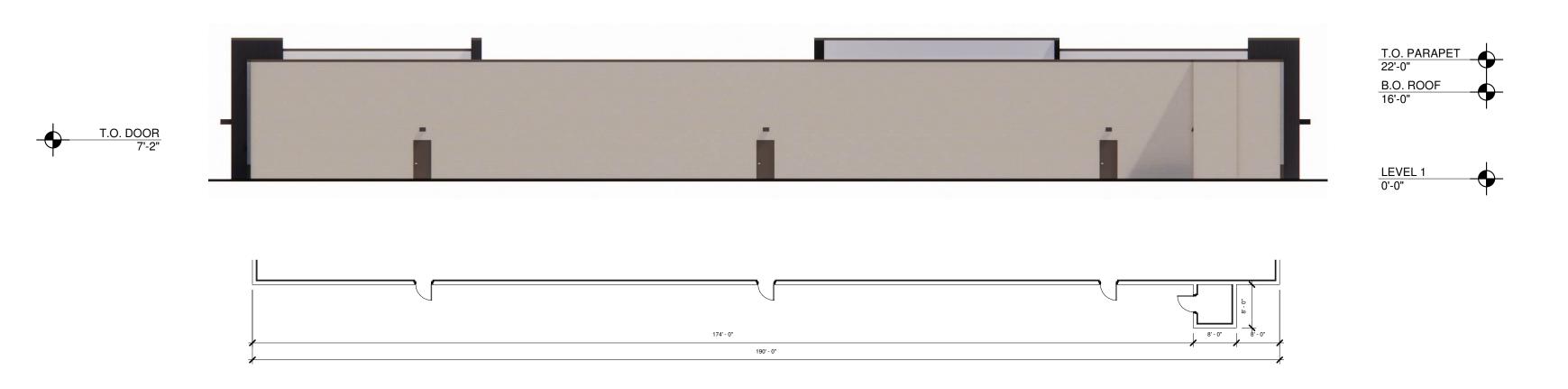
P.D. EXTERIOR **ELEVATIONS-LOT 2**

PD004

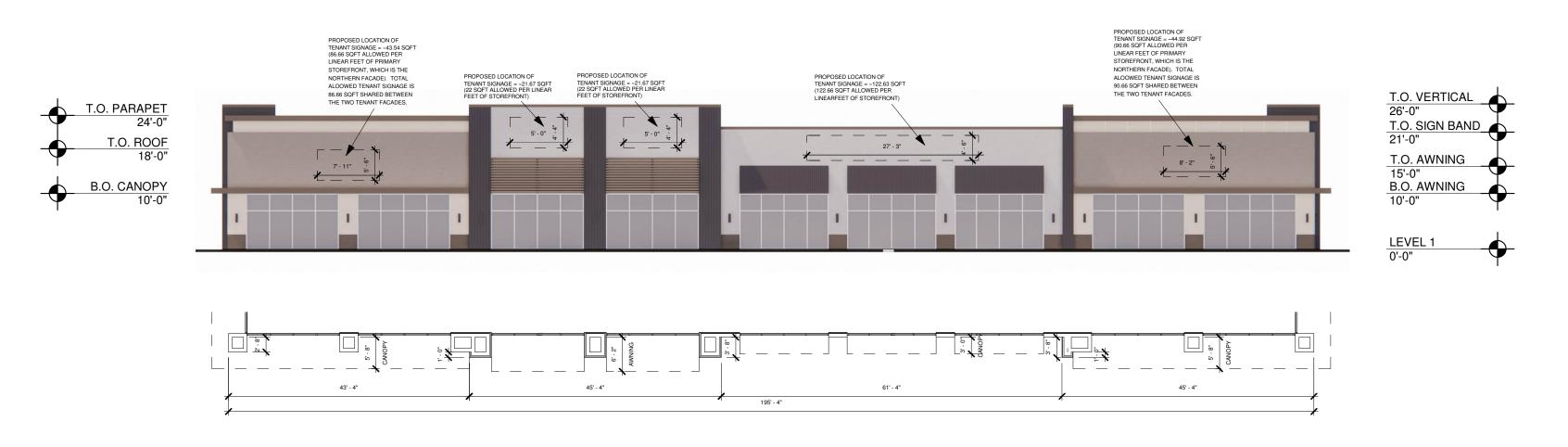


WEST ELEVATION 04

EAST ELEVATION 1/16" = 1'-0"



SOUTH ELEVATION 1/16" = 1'-0"



NORTH (FRONT) ELEVATION
1/16" = 1'-0"

FOR STAFF USE

PARKWOOD COLLISION II BUCKMAN PARTNERSHIP, LTD. MARSELLA JONES SURVEY ABSTRACT NO. 662

MARSELLA JONES SURVEY ABSTRACT NO. 66
BLOCK A, LOT 2 (2.19 AC.)
26878 E. UNIVERSITY DR. (US-380)
DENTON COUNTY, LITTLE ELM, TX 75068

OWNER
BUCKMAN PARTNERSHIP, LTD.
7400 GAYLORD PARKWAY
FRISCO, TX 75034
CONTACT: MATT RINKER
EMAIL: MRINKER@BPL3.COM

APPLICANT
DYNAMIC ENGINEERING
CONSULTANTS, PC
714 GREENVILLE AVENUE, SUITE 100
ALLEN, TX 75002
CONTACT: JOSHUA T. EDGE
PHONE: 972-534-2100

ARCHITECT:
HEIGHTS VENTURE ARCHITECTURE & DESIGN
5741 LEGACY DRIVE, SUITE 320
PLANO, TX 75024
ARCHITECT: LANCE LILLY
PHONE:469-767-5484

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- E. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHEIF BUILDING OFFICIAL.



Δ DATE: ISSUE:
03-24-23 PD RESUBMITTAL



Heights Venture ARCHITECTURE . DESIGN

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713 869 1103 V 972 490 7292 V

PARKWOOD PHASE 2 -RETAIL

W. UNIVERSITY DR. & GARDENIA BLVD. LITTLE ELM, TX

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P.D. SIGNAGE PLAN LOT 2

PD005

MATERIAL BOARD - LOT 2



ECHELON QUIK BRIK (B1) -COLOR: WHITE LIMESTONE (OR APPROVED EQUAL)



ECHELON QUIK BRIK (B2) -COLOR: HILLCREST GRAY (OR APPROVED EQUAL)



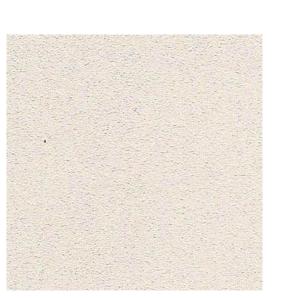
ECHELON QUIK BRIK (B3) -COLOR: GRAY GRANITE (OR APPROVED EQUAL)



ECHELON QUIK BRIK (B4) -COLOR: CANOE (OR APPROVED EQUAL)



METAL PANEL (M1) -COLOR: TO MATCH SW 6988 "BOHEMIAN BLACK" (OR APPROVED EQUAL)



EIFS (E1) -COLOR: #456 OYSTER SHELL (OR APPROVED EQUAL)



METAL DOOR AND COPING COVER (M2) -COLOR: TO MATCH SW 7026 (OR APPROVED EQUAL)



STOREFRONT (G1) -COLOR: CLEAR ANODIZED ALUMINUM

PERSPECTIVE RENDERINGS - LOT 2



NORTHWEST CORNER PERSPECTIVE



NORTHEAST CORNER PERSPECTIVE

FOR STAFF USE

<u>PARKWOOD COLLISION II</u> BUCKMAN PARTNERSHIP, LTD. MARSELLA JONES SURVEY ABSTRACT NO. 662
BLOCK A, LOT 2 (2.19 AC.)
26878 E. UNIVERSITY DR. (US-380)
DENTON COUNTY, LITTLE ELM, TX 75068

<u>OWNER</u> BUCKMAN PARTNERSHIP, LTD. 7400 GAYLORD PARKWAY FRISCO, TX 75034 CONTACT: MATT RINKER

EMAIL: MRINKER@BPL3.COM

<u>APPLICANT</u> DYNAMIC ENGINEERING CONSULTANTS, PC 714 GREENVILLE AVENUE, SUITE 100 ALLEN, TX 75002 CONTACT: JOSHUA T. EDGE PHONE: 972-534-2100

ARCHITECT:
HEIGHTS VENTURE ARCHITECTURE & DESIGN
5741 LEGACY DRIVE, SUITE 320
PLANO, TX 75024
ARCHITECT: LANCE LILLY
PHONE:469-767-5484

GENERAL NOTES

- A. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUIDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.

 B. ALL MECHANICAL UNITS HALL BE SCREENED FROM PUBLIC

- C. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF THE DEVELOPMENT SERVICES DIRECTOR.
- D. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING. E. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHEIF BUILDING OFFICIAL.
- **KEYNOTES**
- 1. ECHELON QUIK BRIK (B1) WHITE LIMESTONE (OR APPROVED

- EQUAL)
 ECHELON QUIK BRIK (B4) CANOE (OR APPROVED EQUAL)
 METAL PANEL (M1)- TO MATCH SW 6988 BOHEMIAN BLACK (OR APPROVED EQUAL)
 METAL DOOR AND COPING COVER (M2) COLOR TO MATCH SW 7026 GRIFFIN (OR APPROVED EQUAL)
 EIFS (E1) #456 OYSTER SHELL
 STOREFRONT (G1) CLEAR ANODIZED ALUMINUM
 GLASS (G1)



03-24-23 PD RESUBMITTAL



HOUSTON DALLAS
1111 North Loop West, Suite 800 5741 Legacy Drive, Suite 320
Houston, Texas 77008 Plano, Texas 75024
713 869 1103 V 972 490 7292 V

PARKWOOD PHASE 2 -RETAIL

W. UNIVERSITY DR. & GARDENIA BLVD. LITTLE ELM, TX

Sheet Size:
24 x 36
5:00 PM
Checked By:
11

P.D. MATERIAL BOARD - LOT 2

PD006

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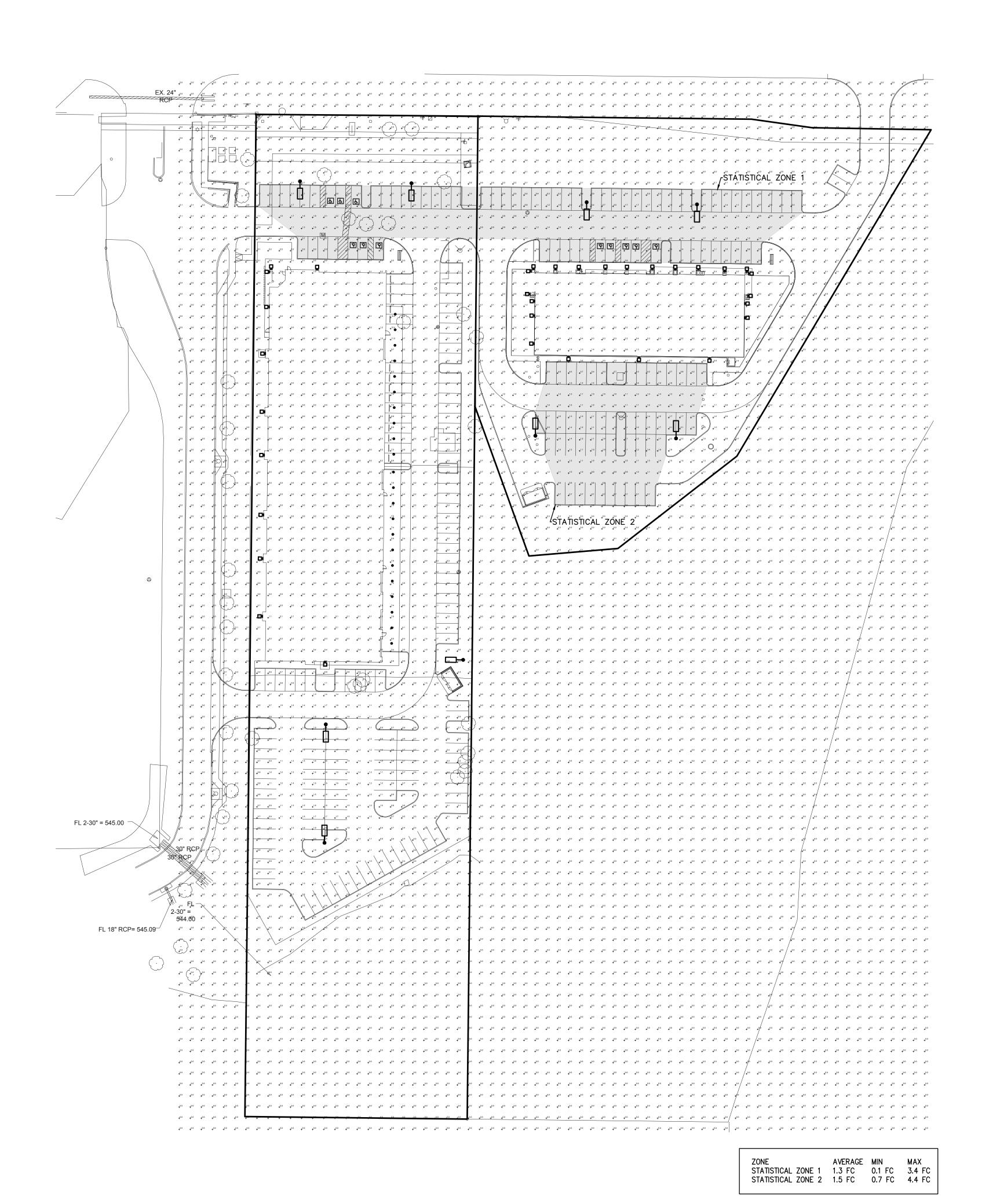
DUMPSTER ELEVATIONS LOT 2

1/8" = 1'-0"

5 EAST AND WEST 1 ELEVATION

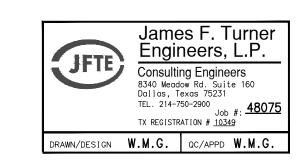
SOUTH ELEVATION 5

NORTH ELEVATION (5)





02-02-2023 INTERIOR DD SET 02-28-2023 PD RESUBMITTAL





1111 North Loop West, Suite 800 5741 Legacy Drive, Suite 320

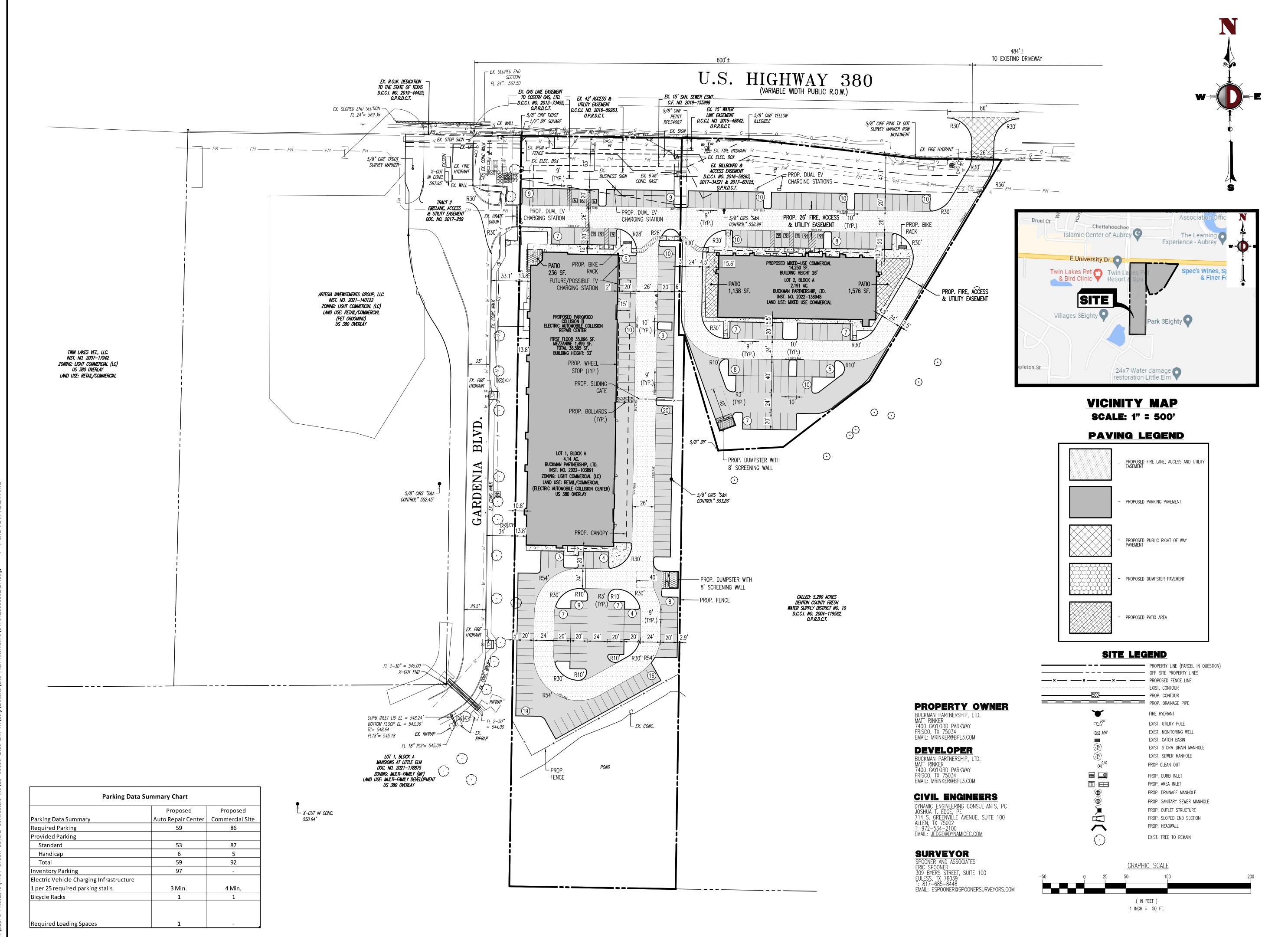
PARKWOOD **COLLISION II**

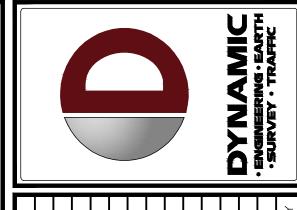
W. UNIVERSITY DR. & GARDENIA BLVD. LITTLE ELM. TX

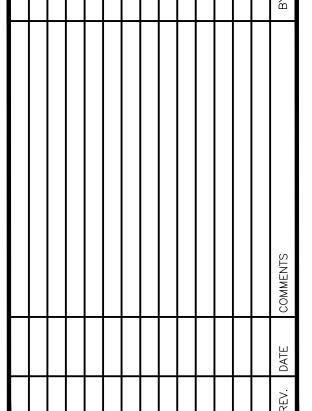
Project Number:	Sheet Size:				
22088-00	24 x 36				
Date / Time Plotted: 1/23/2023 2:07:38	Date / Time Plotted: 1/23/2023 2:07:38 PM				
Drawn By:	Checked By:				
EM, LC, MT	LEL				
Project Phase:					
_PRELIM.					

PHOTOMETRIC PLAN

PH1.0







ONLY AND MAY NOT BE USED FOR CONSTRUCTION
RG
PROJECT: PARKWOOD COLLISION II
BUCKMAN PARTNERSHIP, LTD.
S SU
BLOCK A, LOT 1 (4.14 AC.) & LOT 2 (2.19 AC.)
RSITY
DENTON COUNTY, LITTLE ELM, TX 75068



LAND DEVELOPMENT CONSULTING • PERMITTING
GEOTECHNICAL • ENVIRONMENTAL
TRAFFIC • SURVEY • PLANNING & ZONING
(dba) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, PC
714 S. Greenville Avenue
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Offices conveniently located at:
Lake Como, New Jersey • T: 732.974.0198
Chester, New Jersey • T: 7908.879.9229
Newark, New Jersey • T: 793.975.7200
Torns River, New Jersey • T: 732.974.0198
NewJown, Pennsylvania • T: 267.885.0276
Philadelonia, Pennsylvania • T: 267.885.0276
Philadelonia, Pennsylvania • T: 215.253.4898
Bettlehem, Pennsylvania • T: 610.598.4400
Allen, Texas • T: 797.2534.2100

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Houston, Texas • T. 572.534.2100

Austin, Texas • T. 5112.646.2646

Delray Beach, Roinido • T. 561.921.8570

Annapolis, Maryland • T. 410.567.5000

Texas Registered Engineering Firm No. F-13660

WWW.dynamicec.com

PRELIMINARY PLAN
FOR REVIEW ONLY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND MARKUP UNDER THE AUTHORITY OF JOSHUA T. EDGE, STATE LICENSE NUMBER 108564 ON 03/21/2023. THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

JOSHUA T. EDGE

PROFESSIONAL ENGINEER
TEXAS LICENSE No. 108564
LOUISIANA LICENSE No. 38196
OKLAHOMA LICENSE No. 27907
COLORADO LICENSE No. 55606
MISSOURI LICENSE No. PE-2020027891

SITE PLAN
ALTERNATIVE

SCALE: (H) 1"=50' DATE: 03/23/2023
PROJECT No: 4335-99-001

SHEET No:

OF 1 O



Date: 06/06/2023

Agenda Item #: 6. C.

Department: Administrative Services

Strategic Goal: Ensure strong relationship within the community and region

Staff Contact: Mayor Curtis J. Cornelious

AGENDA ITEM:

Present, Discuss, and Consider Action on **Appointing a Mayor Pro Tem and Council Liaison Assignments.**

DESCRIPTION:

The Town Council has a Mayor Pro Tem and liaison positions with the following boards, commissions, and committees:

- Economic Development Corporation
- Community Development Corporation
- Planning and Zoning Commission/Board of Adjustment
- School Board
- Veteran's Committee
- Youth Council

In compliance with Resolution No. 90080602 and the Governance Policy, the Mayor Pro Tem and liaison appointments must be made within 30 days of the date of the general election. Appointed liaisons shall serve in that capacity for one year.

To assist with the appointments, Town Council members submitted an interest questionnaire that indicated which board, commission, and/or committee liaison position they are interested in.

The Mayor will provide a proposal for assignments.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.