REGULAR MEETING
OF THE TOWN COUNCIL

Tuesday, October 17, 2023
6:00 PM
Little Elm Town Hall
100 W Eldorado Parkway, Little Elm, TX 75068

1. **Roll Call/Call to Order Regular Town Council Meeting at 6:00 p.m.**

   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   C. Items to be Withdrawn from Consent Agenda.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.

2. **Presentations.**

A. Recognition of **Keep Little Elm Beautiful for Receiving the Governor Community Achievement Award for Year 2023 from Keep Texas Beautiful.**

B. Present a **Certificate of Recognition to the Cottonwood Creek Marina for being named the 2023 Large Marina of the Year by The Marina Association of Texas.**

C. Present a **Proclamation Declaring October 2023 as Chiropractic Health Month.**

D. Present **Town Manager Challenge Coins.**

E. Present the **Annual Achievement of Excellence in Procurement Award for 2023 from the National Procurement Institute, Inc. (NPI).**

3. **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.

4. **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 September 19, 2023, Regular Town Council Meeting.**

B. Consider Action to Award a **Construction Contract for the FM 423 Green Ribbon Landscaping Improvement Project Phase 2 Re-Bid (Bid #2028-18) to C. Green Scaping, LP in an amount not to exceed $1,258,511.55.**

C. Consider Action to Approve a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Jaser Moini, property owners of 220 East Park Drive.**

D. Consider Action to Approve a **Development Agreement Associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Faraz Karami, Property Owner of 222 East Park Drive.**

E. Consider Action to Approve an **Agreement with Freese and Nichols to Perform Engineering and Consulting Services Related to Compliance with the Texas Commission on Environmental Quality's Newly Adopted Lead and Copper Rule Revisions for Public Drinking Water Systems in an Amount not to Exceed $247,596.**

F. Consider Action to Approve an **Amendment for Professional Services between the Town of Little Elm and Paul J. Liston, Independent Contractor, in the position of the Little Elm Municipal Court Prosecutor.**

G. Consider Action to Approve an **Interlocal Agreement with Mustang Special Utility District to Provide an Emergency Water Interconnect with the Town of Little Elm Located in the Western Portion of the Town Along FM720.**

H. Consider Action to Approve **Authorization to the Town Manager to Execute the Home Improvement Tax Incentive Program Agreement.**

I. Consider Action to Approve **Authorization to the Town Manager to Execute the Home Improvement Tax Incentive Program Agreement for 1301 Xeraco Drive.**

J. Consider Action to Approve **Ordinance No. 1732 Amending the FY 2022-2023 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all prior Ordinances and Actions in Conflict Herewith; and Providing for an Effective Date.**

K. Consider Action to Authorize the **Town Manager to Execute Any and All Contract Documents Associated with the Construction, Lease, and Maintenance of a Dark Fiber Optic Connection between Town Hall and Little Elm Park, as Provided by Zayo Group, LLC. in the Amount of $116,858.**

L. Consider Action to Authorize the **Town Manager to Execute Any and All Contract Documents Associated with the Construction of a Town-Owned Dark Fiber Optic Connection between Facilities at Little Elm Park, as Provided by Superior Fiber and Data Services, Inc. Not to Exceed $77,867.35.**

M. Consider Action to Approve **Appointments to the Economic Development Board of Directors.**

N. Consider Action to Approve **Appointments to the Community Development Board of Directors.**

O. Consider Action to Approve **Appointments to the Animal Shelter Advisory Board.**

P. Consider Action to Approve the **Interlocal Cooperation Agreement for Library Services between Denton County, Texas and the Town of Little Elm, Texas.**

Q. Consider Action to Approve the **Reimbursement Agreement between Tax Increment Reinvestment Zone Number Three, Town of Little Elm and TFC Eldorado 2, LLC.**

R. Consider Action to Approve **Resolution No. 1017202301 to Authorize the Mayor to execute the Agreement for Construction and Funding of Authorized Improvements and Reimbursement of Advances in connection with the Spiritas Ranch Public Improvement District and Resolving Other Matters.**

S. Consider Action to Approve a **Local On-System Improvement Project Agreement with the Texas Department of Transportation regarding Pavement Striping Improvements at the Intersection of Eldorado Parkway and Oak Grove Parkway.**

5. **Regular Items.**

A. Present, Discuss and Consider Action on **Appointing Charter Review Committee Members.**

B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1733 Regarding a Request to Rezone Approximately 4.0 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located on the South Side of West University Drive, Approximately 1,500 Feet West of Paloma Creek Boulevard, within Little Elm's Town Limits, in Order to Allow for Construction of a New 6,400 Square-Foot Bar and Restaurant, with an Outdoor Patio.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1733:

C. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1734 Regarding an Amendment Request to an Existing Specific Use Permit (SUP) for a Liquor Store Use (Ordinance No. 1667), Located at 1951 FM 423, Currently Zoned Planned Development - Light Commercial (LC), Through Ordinance No. 1457, as Amended by Ordinance No. 1474, in Order to Allow for the Sale of Smoking Products.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1734:

D. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1735 Regarding an Amendment Request to an Existing Planned Development District (Ordinance No. 1641), Encompassing Approximately 544.1 Acres of Land, Generally Bound by FM 720 to the West, Lewisville Lake to the East, and US 380 to the North, Within Little Elm's Town Limits, in Order to Provide Development Plans for a School, with Modified Development Standards.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1735:

E. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1736 Regarding a Request to Amend Existing Planned Development Ordinance No. 1696, by Incorporating an Additional 2.911 Acres Of Land, Currently Zoned as Light Commercial, Generally Located on the Northwest Corner of East Eldorado Parkway and Pecan Drive, within Little Elm's Town Limits, in Order to Establish a Site Plan and Modified Development Standards, for a New 28,579 Square Foot Commercial Retail Building.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1736:

F. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and 3P Little Elm LLC.**

6. **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).
    - Town Attorney
    - Town Secretary
    - Presiding Judge
    - Alternate Judge
    - Associate Judge
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

7. **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).
    - Town Attorney
    - Town Secretary
    - Presiding Judge
    - Alternate Judge
    - Associate Judge
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

8. **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 13th day of October 2023 before 5:00 p.m.

Date:	10/17/2023
Agenda Item #:	2. 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:

Recognition of **Keep Little Elm Beautiful for Receiving the Governor Community Achievement Award for Year 2023 from Keep Texas Beautiful.**

DESCRIPTION:

Keep Texas Beautiful (KTB), in partnership with the Texas Department of Transportation (TxDOT), annually awards the prestigious Governor's Community Achievement Awards to Texas communities for their outstanding overall efforts to keep their communities beautiful. This year, Keep Little Elm Beautiful was recognized for their efforts by KTB.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	10/17/2023
Agenda Item #:	2. B.
Department:	Community Services
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Present a **Certificate of Recognition to the Cottonwood Creek Marina for being named the 2023 Large Marina of the Year by The Marina Association of Texas.**

DESCRIPTION:

The Mayor will present a certificate of recognition to the Cottonwood Creek Marina for being named the 2023 Large Marina of the Year by The Marina Association of Texas. This is very exciting since they achieved this award on their 20th anniversary. This is their 6th time winning the award.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	10/17/2023
Agenda Item #:	2. 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 Declaring October 2023 as Chiropractic Health Month.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring October 2023 as Chiropractic Health Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2023 Chiropractic Health Month Proclamation

LITTLE ELM

Proclamation

WHEREAS, about twenty percent of adults in the United States, one in five, experience chronic pain, which is lasting more than three months; and

WHEREAS, new cases of chronic pain occur more frequently among adults than new cases of other common chronic conditions such as diabetes and high blood pressure; and

WHEREAS, in the U.S., musculoskeletal conditions – a common cause of chronic pain – result in more than 130 million healthcare visits annually, making them the number one reason people visit their doctors; and

WHEREAS, low back pain, which ranks among the most common forms of chronic pain, has been one of the leading reasons why people are prescribed opioids; and the number of people worldwide living with back pain is projected to increase by 36% to 843 million over the next 30 years; and

WHEREAS, according to the Centers of Disease Control and Prevention (CDC), one in four patients who receive prescription opioids long term for non-cancer pain struggle with addiction; and

WHEREAS, the American College of Physicians' low-back pain treatment guidelines promote the use of non-invasive, non-drug approaches such as spinal manipulation as a first line of defense against back pain, before the use of pain medications and surgery; and

WHEREAS, the CDC's 2022 Clinical Practice Guideline for Prescribing Opioids promotes "diverse approaches and varied pain management solutions" and specifically encourages use of non-opioid/non-pharmalogical therapies as a first line of treatment against subacute and chronic pain; and

WHEREAS, doctors of chiropractic play a key role in helping patients manage pain and lessen their reliance on prescription pain medications with their evidence-based, patient-centered non-drug approach; and

NOW, THEREFORE, we join with the American Chiropractic Association as it promotes the health benefits of non-drug treatments for low-back such as spinal manipulation with

its “Chiropractic: Relieve, Restore, Resume” campaign and declare October 2023 as **National Chiropractic Health Month**.

Given under my hand and Seal of the Town of Little Elm, Texas, this 17th day of September, 2023.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	10/17/2023
Agenda Item #:	2. D.
Department:	Administrative Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Kate Graham, Assistant to the Town Manager

AGENDA ITEM:

Present **Town Manager Challenge Coins.**

DESCRIPTION:

Town Manager Matt Mueller will recognize Town employees by presenting them Town Manager Challenge Coins.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	10/17/2023
Agenda Item #:	2. E.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present the **Annual Achievement of Excellence in Procurement Award for 2023 from the National Procurement Institute, Inc. (NPI).**

DESCRIPTION:

For the ninth consecutive year, the Town of Little Elm has been awarded the prestigious 28th Annual Achievement of Excellence in Procurement® (AEP) for 2023 from the National Procurement Institute, Inc. (NPI). The AEP Award is earned by public and non-profit agencies that demonstrate commitment to procurement excellence. This annual program recognizes procurement organizations that embrace Innovation, Professionalism, Productivity, Leadership and e-Procurement. The Town is one of only 48 agencies in Texas and one of only 67 cities in the United States and Canada to receive this award. This award could not have been possible without the outstanding effort by our Purchasing Manager, Rebecca Hunter, and Buyer, Melissa Vera.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	10/17/2023
Agenda Item #:	4. 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 September 19, 2023, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the September 19, 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 - September 19, 2023

D R A F T

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 SEPTEMBER 19, 2023 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Neil Blais; Mayor Pro Tem Jamell T. Johnson; Council Member Tony Singh; Council Member Lisa G. Norman; Council Member Andrew Evans; Council Member Michel Hambrick

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive 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; Shea Rodgers, Chief Information Officer

1. Call to Order Council Workshop at 6:00 p.m.

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

A. Discuss the **Charter Review Committee Appointment Process.**

Director of Administrative Services Caitlan Biggs gave an overview of the process. Town Council requested that she send out the committee list for the past two committees. Each Council Member will provide their nomination to Ms. Biggs by Thursday, October 12th in order for it to be included in the agenda packet.

B. Discuss **Veterans Committee Appointments.**

Director of Administrative Services Caitlan Biggs gave an overview of the process. Town Council agreed that the application process needs to open to fill the vacant spots.

Town Council also gave direction to amend the by-laws to allow for the appointment of two alternates. This item will be brought back to Town Council at a future meeting for approval.

C. Discuss **Float Options for the 2023 Christmas Parade.**

Director of Administrative Services Caitlan Biggs presented Town Council 10 float options. Town Council selected the "Main Street" and "Santa" themes.

2. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.

A. Invocation.

Pastor Eric Patrick gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

None.

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.

Town Manager Matt Mueller stated that Harry Potter and the Forbidden Forest Experience is moving into Little Elm Park, causing some closures that have been communicated by staff.

He also mentioned that the staff had a groundbreaking for Cottonwood Park this afternoon and will celebrate the grand opening of The Lawn at the Lakefront on Thursday.

G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

None.

3. **Presentations.**

A. Present a **Proclamation Declaring September 2023 as Suicide Prevention Awareness Month.**

The Mayor presented the proclamation.

B. Present **Milestone Anniversary Coins.**

The Town Manager presented the coins.

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.

None.

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 Mayor Pro Tem Jamell T. Johnson, seconded by Council Member Michel Hambrick ***to approve the consent agenda.***

Vote: 7 - 0 - Unanimously

A. Consider Action to Approve the **Minutes from the September 5, 2023, Regular Town Council Meeting.**

B. Consider Action to Authorize the **Town Manager to Execute Any and All Contract Documents Associated with the Renewal of Employee Benefits including Blue Cross Blue Shield of Texas, Superior Vision, and Mutual of Omaha.**

C. Consider Action to Approve an **Interlocal Agreement between Valencia Public Improvement District No. 2 and Denton County for Tax Collections for a Term of One (1) Year beginning October 1, 2023, through September 30, 2024, with an Automatic Renewal of an Additional One (1) Year Term at the Discretion of the County and the Town.**

D. Consider Action to Award **Bid 2023-17 for Wastewater Treatment Plant Dewatering & Clarifier Improvements Project to Red River Construction in the amount of $3,577,000, and Authorize the Town Manager to Execute the Contract.**

E. Consider Action to Authorize the **Purchase of Furniture for the Public Works Facility Remodel in the amount of $167,418.03.**

F. Consider Action to Approve **Ordinance No. 1731 Amending the Town of Little Elm's Employee Manual.**

G. Consider Action to Approve **Ordinance No. 1728 Providing for Refuse Rates; Providing for a Repealing Clause; Providing for a Severability Clause; and Providing an Effective Date per request of Community Waste Disposal for Disposal Rate Adjustments per Current Service Contract.**

H. Consider Action to **Award a Construction Contract for the Wood Family Dog Park Expansion Project (Bid #2023-20) to Ratliff Hardscape, LTD in an amount not to exceed $350,000.**

I. Consider Action to Award a **Professional Services Contract to Dunaway Associates, LLC for the Parks, Recreation, and Open Space Master Plan Update.**

J. Consider Action to Approve **Resolution No. 0918202301 Approving the Little Elm EDC's Investment Policy for 2023-2024.**

K. Consider Action to Approve the **Fifth Amendment of the Concession Agreement for Waterboard Park between the Town of Little Elm, Little Elm Economic Development and America's Cable Park Group, LLC.**

6. Regular Items.

A. Present, Discuss, and Consider Action on **Ordinance No. 1727 Repealing Article IV, Juvenile Curfew, of Chapter 70, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the Town of Little Elm; Providing for a Repealer Clause; Providing a Savings Clause; Providing a Severability Clause; and Providing an Effective Date.**

Motion by Council Member Andrew Evans, seconded by Mayor Pro Tem Jamell T. Johnson ***to approve Ordinance No. 1727.***

Vote: 7 - 0 - Unanimously

B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1729 a Proposed Text Amendment to Chapter 106, Zoning Ordinance by Amending Section 106.04.02 - Lakefront District, in Order to Establish Definition, Review Criteria, and Procedures for "Art Installations," and Enable Minor Corrections Throughout the Text.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1729:

Managing Director of Planning Olga Chernomorets gave an overview of the item in the attached presentation.

Open Public Hearing: 6:35 p.m.
Receive Public Comments: None
Close Public Hearing: 6:36 p.m.
Take Action on Ordinance No. 1729:

Motion by Council Member Lisa G. Norman, seconded by Council Member Neil Blais ***to approve Ordinance No. 1729 with the change that the Council Liaison on the review committee be the District 3 Council Member.***

Vote: 7 - 0 - Unanimously

C. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1730 Regarding a Request to Rezone Approximately 1.4 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located 185 Feet West of The Intersection of FM 423 and King Road, Within Little Elm's Town Limits, in Order To Establish a New Planned Development District Based on Light Commercial District Standards with Modified Uses, to Allow for One "Body Art Studio" not to Exceed 1,035 Square Feet.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1730:

Managing Director of Planning Olga Chernomorets gave an overview of the item in the attached presentation. The applicant spoke to Town Council and stated the hours of operation.

Open Public Hearing: 6:46 p.m.
Receive Public Comments: None
Close Public Hearing: 6:47 p.m.
Take Action on Ordinance No. 1730:

Motion by Council Member Tony Singh, seconded by Council Member Michel Hambrick ***to approve Ordinance No. 1730.***

Vote: 7 - 0 - Unanimously

D. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Haimark Center LLC.**

Motion by Council Member Andrew Evans, seconded by Mayor Pro Tem Jamell T. Johnson ***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).
    - Town Manager
    - Town Secretary
- Section 551.076 to discuss security matters.

- Section 551.087 to discuss Economic Development.

Town Council entered into Executive Session at 6:48 p.m.

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).
    - Town Manager
    - Town Secretary
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

motion to purchase the land under the terms and conditions as discussed in executive session.

Motion by Council Member Neil Blais, seconded by Council Member Tony Singh ***to purchase the land under the terms and conditions as discussed in Executive Session.***

Vote: 7 - 0 - Unanimously

Motion by Council Member Lisa G. Norman, seconded by Council Member Andrew Evans ***to affirm the raise built into the Town Manager's current contract.***

Vote: 7 - 0 - Unanimously

Motion by Council Member Neil Blais, seconded by Mayor Pro Tem Jamell T. Johnson ***to consider a 5% increase to the Town Secretary's base salary.***

Vote: 7 - 0 - Unanimously

9. Adjourn.

Meeting was adjourned at 9:13 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 19th day of October 2023.

Date:	10/17/2023
Agenda Item #:	4. B.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Award a **Construction Contract for the FM 423 Green Ribbon Landscaping Improvement Project Phase 2 Re-Bid (Bid #2028-18) to C. Green Scaping, LP in an amount not to exceed $1,258,511.55.**

DESCRIPTION:

On March 28, 2023, the Town Council approved a construction contract for the Green Ribbon Landscaping Project Phase 2. This contract and bid package were subject to approval by the Texas Department of Transportation (TxDOT). After their review, they requested the project be re-bid in order to update the contract documents to a newer format and better describe the various elements of the project. On August 29, 2023, new bids were received from three vendors after completing another procurement process, and C. Green Scaping, LP was the lowest responsible bidder.

The overall project limits extend along FM 423, beginning near Eldorado Parkway and ending at the northern Town limits near Logan Springs Drive. Phase 1 was recently completed and included the installation of landscape plantings, irrigation, and other incidental improvements within the medians along the roadway. Phase 2 is a continuation of the project and includes similar improvements within the parkways adjacent to FM 423.

Phase 2 of the project is partially funded through TxDOT Green Ribbon Program, which provides funding and other assistance to install beautification improvements along state highways. TxDOT provides funding for project elements within the state right-of-way, and proposed improvements that fall outside of the right-of-way must be funded by the Town of Little Elm.

TxDOT will provide oversight to ensure the project is completed in accordance with the program's requirements. They are currently reviewing the proposed contract documents and must approve them prior to executing the construction contract. Once approval is received from TxDOT, this proposed contract will replace the previous contract and procurement process approved in March 2023.

BUDGET IMPACT:

Funding for project elements within the state right-of-way will be provided by TxDOT as a reimbursement to the Town after the eligible expenses are incurred. Funding for the elements outside of the right-of-way has been identified and allocated in the Town of Little Elm Capital Improvement Program.

$	463,403.26	Base Bid – TxDOT Items (Inside ROW)
$	695,108.29	Base Bid – Town Items (Outside ROW)
$	100,000.00	Contingency
$	**1,258,511.55**	**Total Contract Amount**

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Project Layout

Bid Tabulation

Draft Standard Agreement

PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
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8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
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LEGEND

EXISTING TREES TO REMAIN

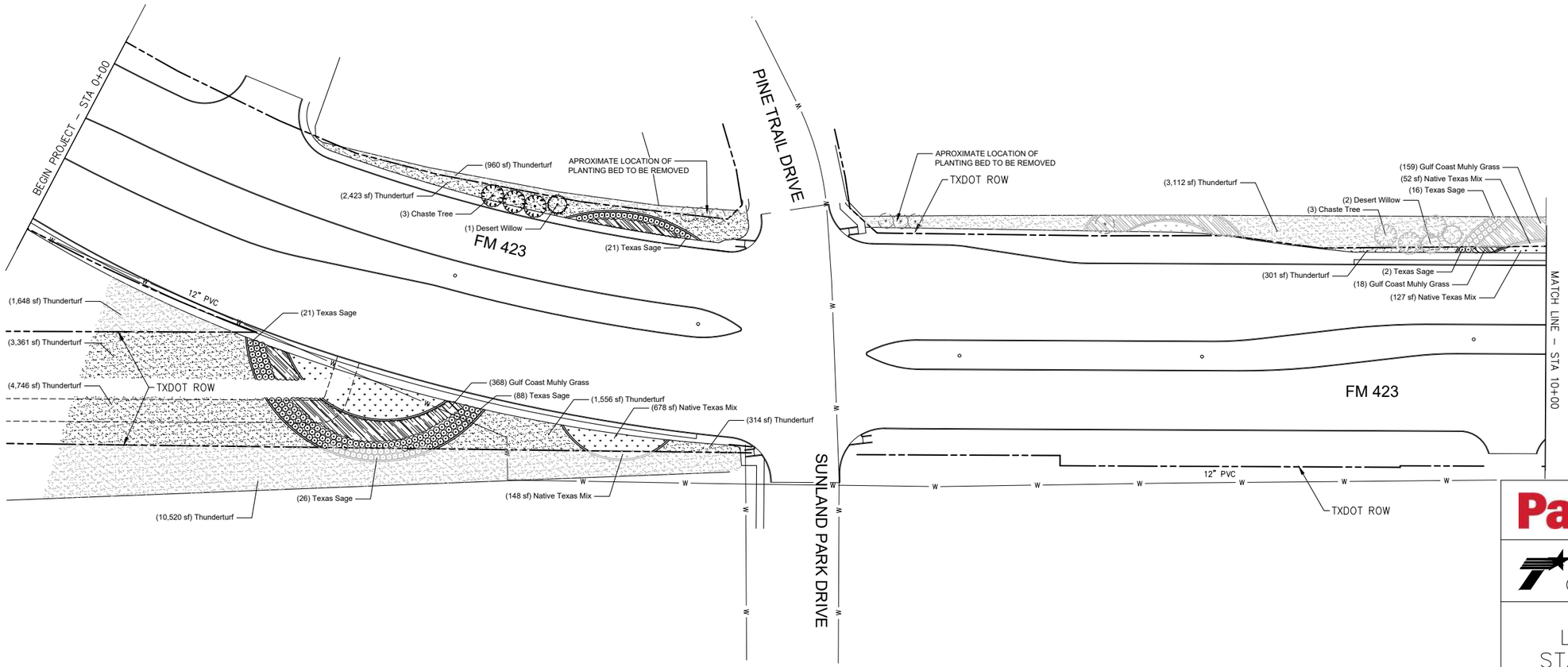
THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.

PLANT SCHEDULE INSIDE ROW A

TREES	QTY	BOTANICAL / COMMON NAME
	1	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW
	3	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE
SHRUBS	QTY	BOTANICAL / COMMON NAME
	132	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	541	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	12,701 SF	TURF SEED MIX THUNDERTURF
	2,439 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW A

TREES	QTY	BOTANICAL / COMMON NAME
	2	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	3	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	42	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	349	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	17,536 SF	TURF SEED MIX THUNDERTURF
	468 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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LANDSCAPE LAYOUT 'A'
STA. 0+00 TO STA. 10+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS ES	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SF	TEXAS	DALLAS	DENTON	39
CHECK CW	CONTROL	SECTION	JOB	
	1315	02	016	

PLANTING NOTES

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2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
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LEGEND

EXISTING TREES TO REMAIN

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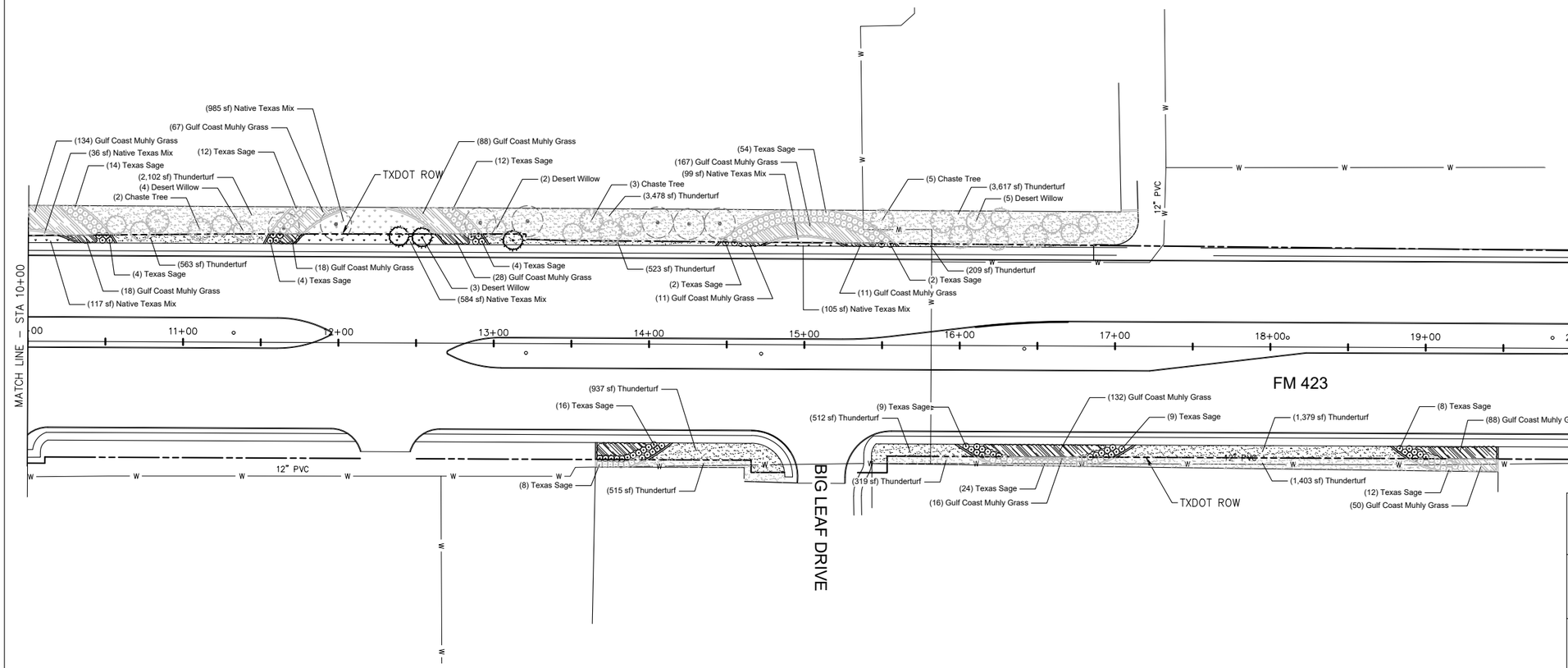
PLANT SCHEDULE INSIDE ROW B

TREES	QTY	BOTANICAL / COMMON NAME
	3	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	58	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	361	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	4,123 SF	TURF SEED MIX THUNDERTURF
	806 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW B

TREES	QTY	BOTANICAL / COMMON NAME
	11	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW
	10	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE
SHRUBS	QTY	BOTANICAL / COMMON NAME
	136	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	522	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	11,434 SF	TURF SEED MIX THUNDERTURF
	1,120 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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LANDSCAPE LAYOUT 'B'
STA. 10+00 TO STA. 20+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS ES	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SF	TEXAS	DALLAS	DENTON	40
CHECK CW	CONTROL 1315	SECTION 02	JOB 016	

PLANTING NOTES

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NO WORK / IMPROVEMENTS ON THIS SHEET

LEGEND

EXISTING TREES TO REMAIN

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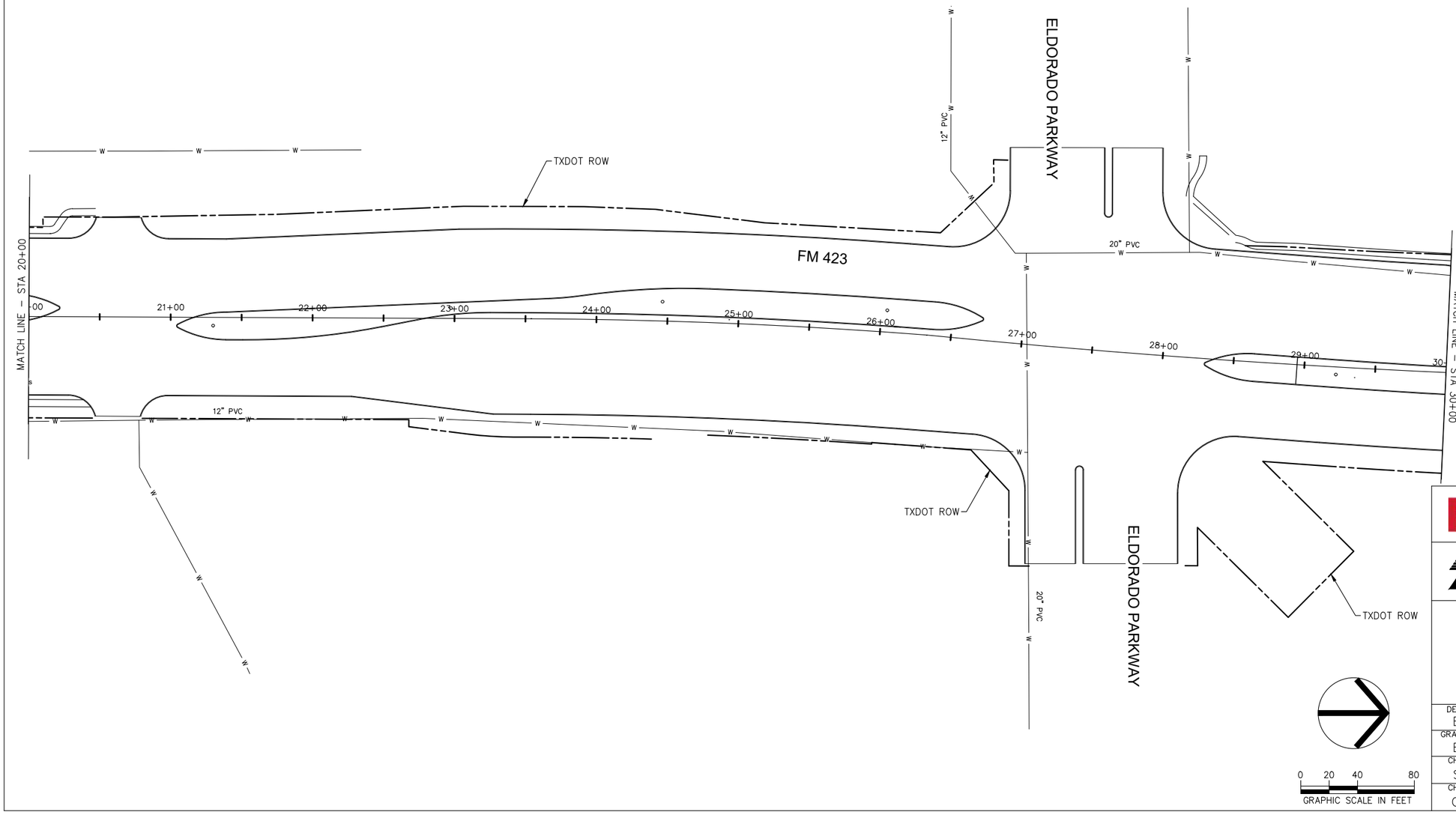

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LANDSCAPE LAYOUT 'C'
STA. 20+00 TO STA. 30+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	41
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

PLANTING NOTES

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LEGEND

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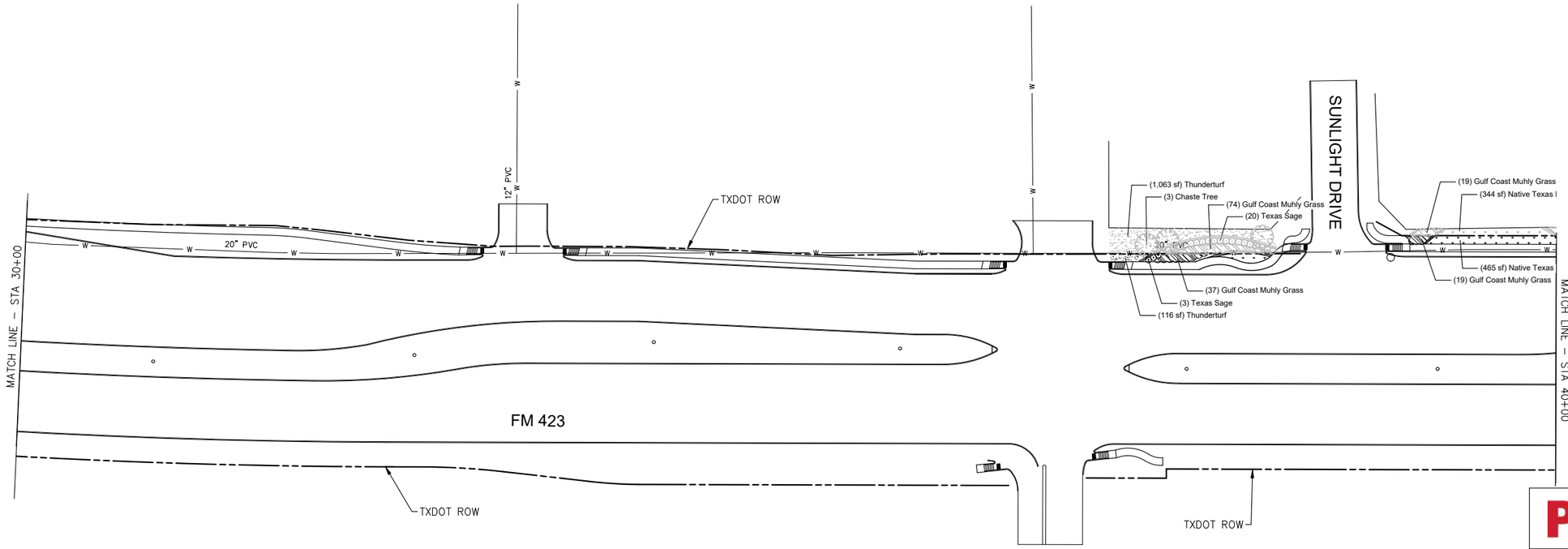
PLANT SCHEDULE INSIDE ROW D

SHRUBS	QTY	BOTANICAL / COMMON NAME
	3	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	**QTY**	**BOTANICAL / COMMON NAME**
	56	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	**QTY**	**BOTANICAL / COMMON NAME**
	116 SF	TURF SEED MIX THUNDERTURF
	138 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW D

TREES	QTY	BOTANICAL / COMMON NAME
	3	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	**QTY**	**BOTANICAL / COMMON NAME**
	20	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	**QTY**	**BOTANICAL / COMMON NAME**
	93	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	**QTY**	**BOTANICAL / COMMON NAME**
	1,063 SF	TURF SEED MIX THUNDERTURF
	344 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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LANDSCAPE LAYOUT 'D'
STA. 30+00 TO STA. 40+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	42
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

PLANTING NOTES

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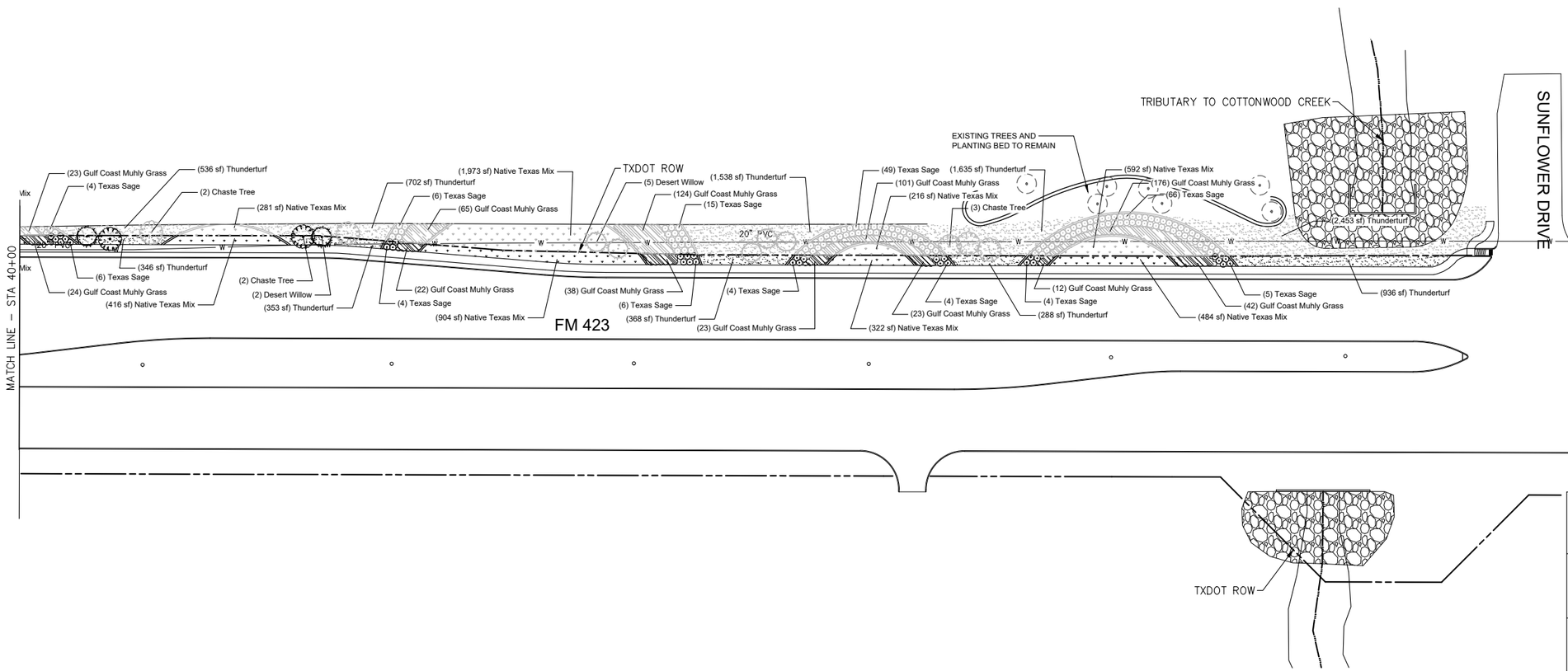
PLANT SCHEDULE INSIDE ROW E

TREES	QTY	BOTANICAL / COMMON NAME
	2	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	2	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	33	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	184	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	2,291 SF	TURF SEED MIX THUNDERTURF
	2,126 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW E

TREES	QTY	BOTANICAL / COMMON NAME
	5	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW
	5	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE
SHRUBS	QTY	BOTANICAL / COMMON NAME
	140	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	489	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	6,864 SF	TURF SEED MIX THUNDERTURF
	3,062 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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LANDSCAPE LAYOUT 'E'
STA. 40+00 TO STA. 50+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	
CHECK	CONTROL	SECTION	JOB	43
SF	1315	02	016	
CHECK				
CW				

PLANTING NOTES

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LEGEND

EXISTING TREES TO REMAIN

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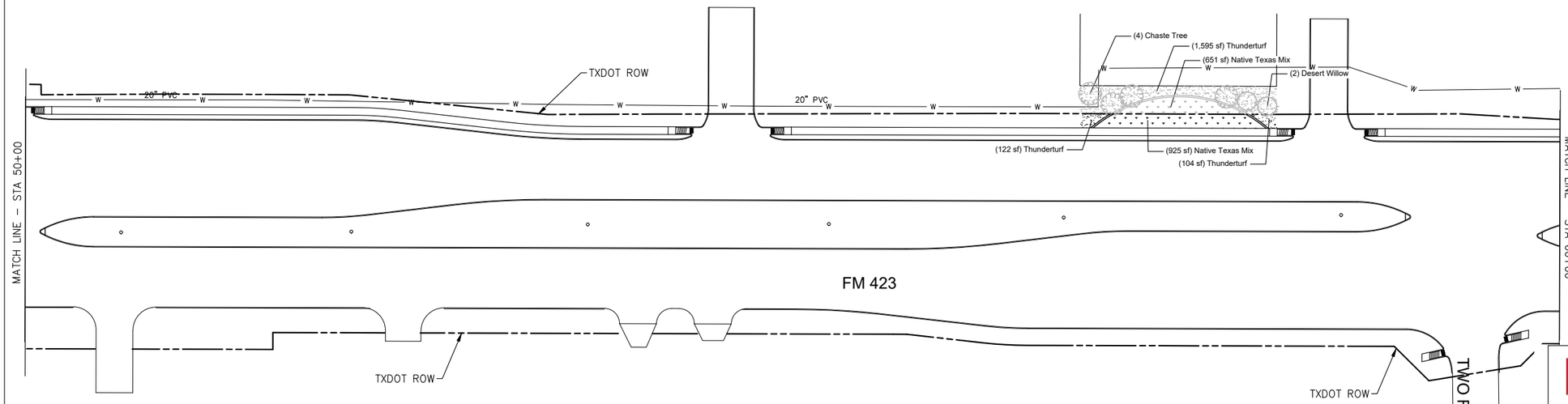
PLANT SCHEDULE INSIDE ROW F

GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	226 SF	TURF SEED MIX THUNDERTURF
	925 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW F

TREES	QTY	BOTANICAL / COMMON NAME
	2	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	4	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	1,595 SF	TURF SEED MIX THUNDERTURF
	651 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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LANDSCAPE LAYOUT 'F'
STA. 50+00 TO STA. 60+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS ES	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SF	TEXAS	DALLAS	DENTON	44
CHECK CW	CONTROL	SECTION	JOB	
	1315	02	016	

PLANTING NOTES

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NO WORK / IMPROVEMENTS ON THIS SHEET

LEGEND

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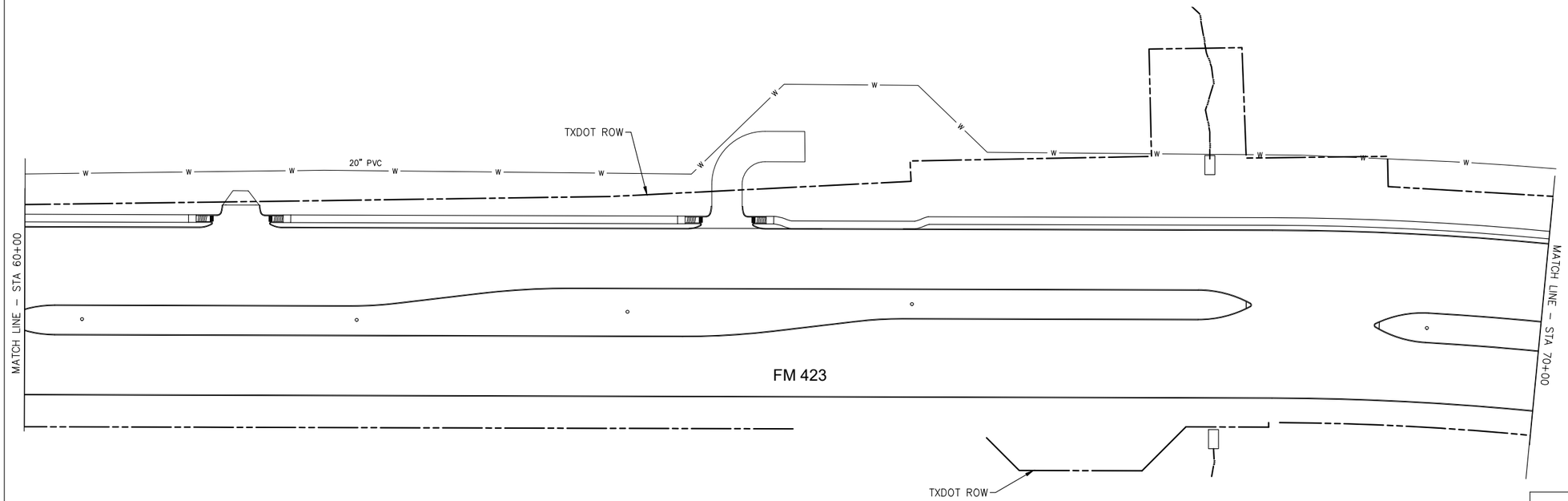

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LANDSCAPE LAYOUT 'G'
STA. 60+00 TO STA. 70+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	45
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

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9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

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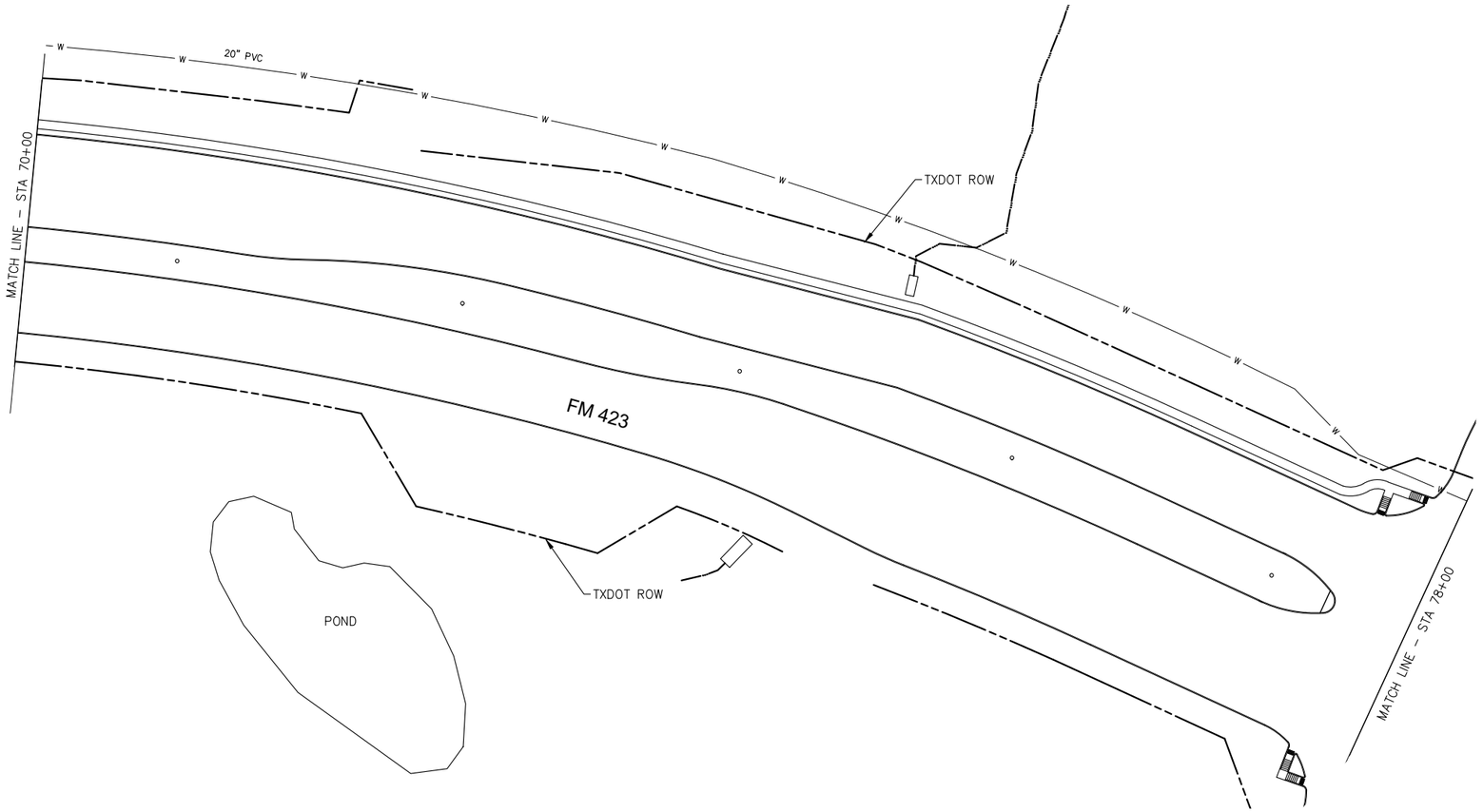
NO WORK / IMPROVEMENTS ON THIS SHEET

LEGEND

EXISTING TREES TO REMAIN

THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.



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GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'H'
STA. 70+00 TO STA. 78+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	46
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
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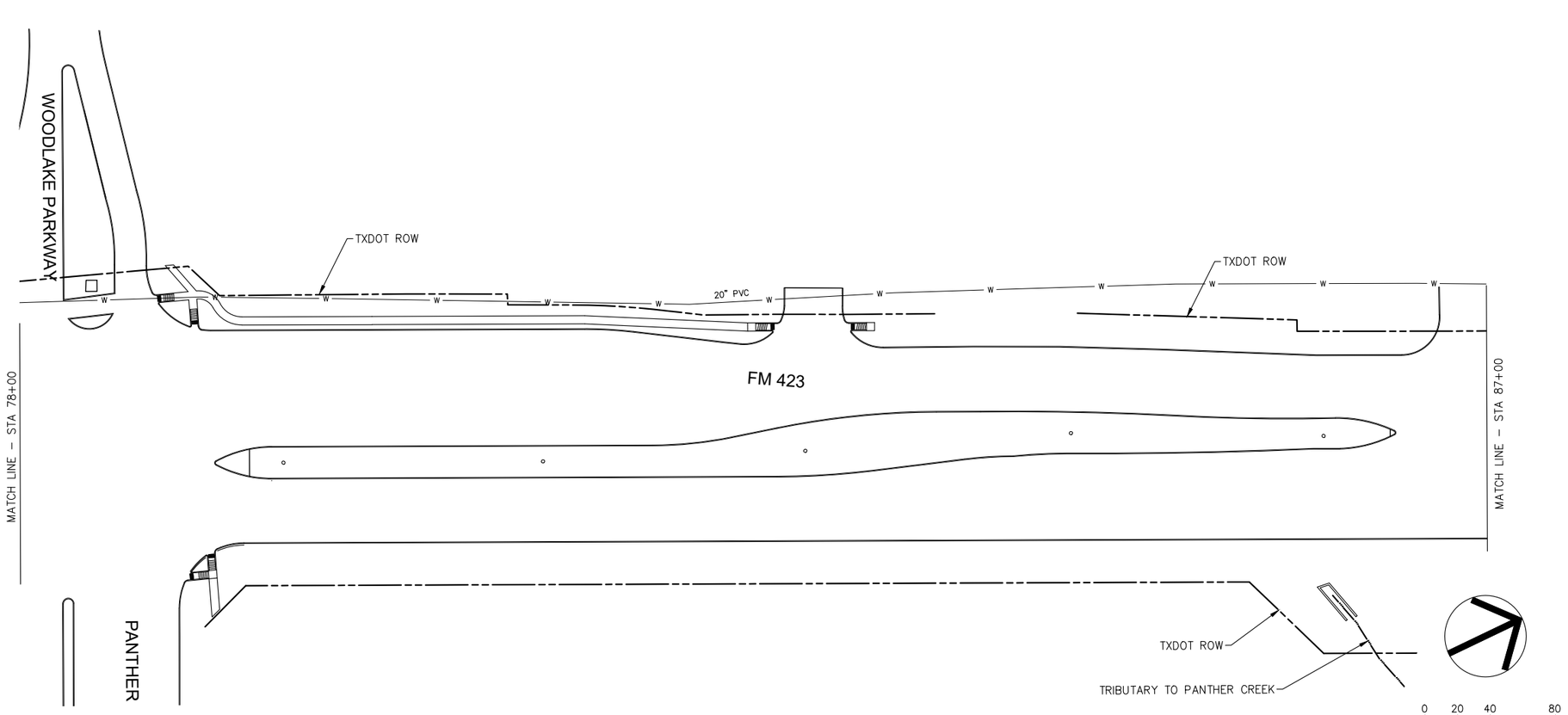

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LANDSCAPE LAYOUT 'I'
STA. 78+00 TO STA. 87+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	47
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

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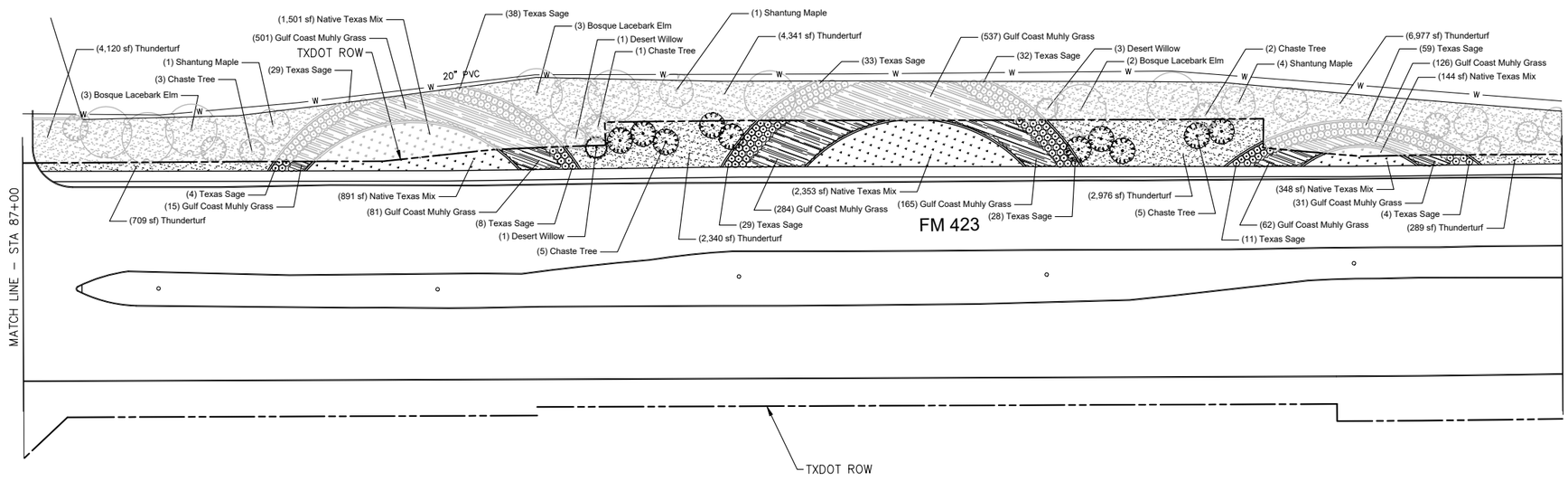
PLANT SCHEDULE INSIDE ROW J

TREES	QTY	BOTANICAL / COMMON NAME
	1	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	10	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	84	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	638	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	6,314 SF	TURF SEED MIX THUNDERTURF
	3,592 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW J

TREES	QTY	BOTANICAL / COMMON NAME
	6	ACER TRUNCATUM SHANTUNG MAPLE
	4	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	9	ULMUS PARVIFOLIA `UPMTF` TM BOSQUE LACEBARK ELM
	6	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	191	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	1,164	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	15,438 SF	TURF SEED MIX THUNDERTURF
	1,645 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'J'
STA. 87+00 TO STA. 96+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	48
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

PLANTING NOTES

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LEGEND

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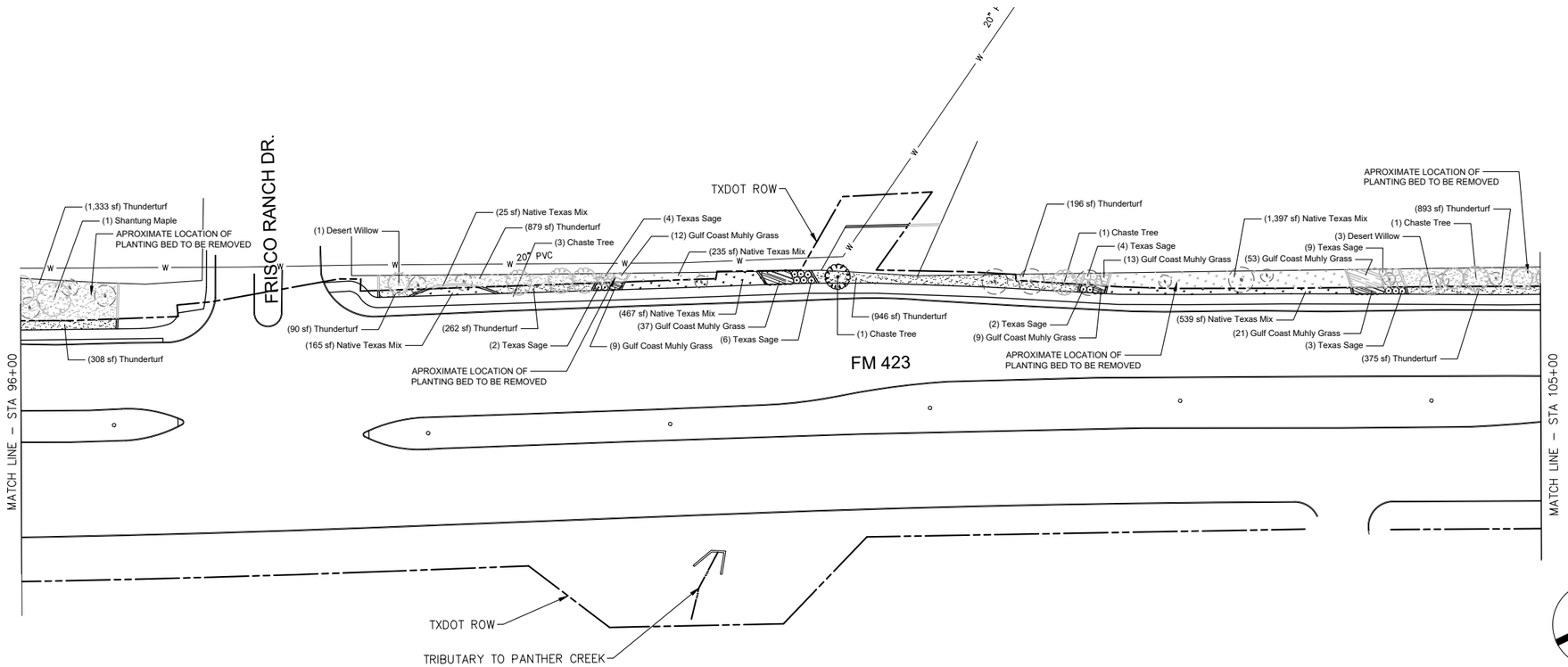
PLANT SCHEDULE INSIDE ROW K

TREES	QTY	BOTANICAL / COMMON NAME
	1	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE
SHRUBS	QTY	BOTANICAL / COMMON NAME
	13	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	76	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	1,981 SF	TURF SEED MIX THUNDERTURF
	1,171 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW K

TREES	QTY	BOTANICAL / COMMON NAME
	1	ACER TRUNCATUM SHANTUNG MAPLE
	4	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW
	5	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE
SHRUBS	QTY	BOTANICAL / COMMON NAME
	17	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	78	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	3,301 SF	TURF SEED MIX THUNDERTURF
	1,657 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'K'
STA. 96+00 TO STA. 105+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	49
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

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LEGEND

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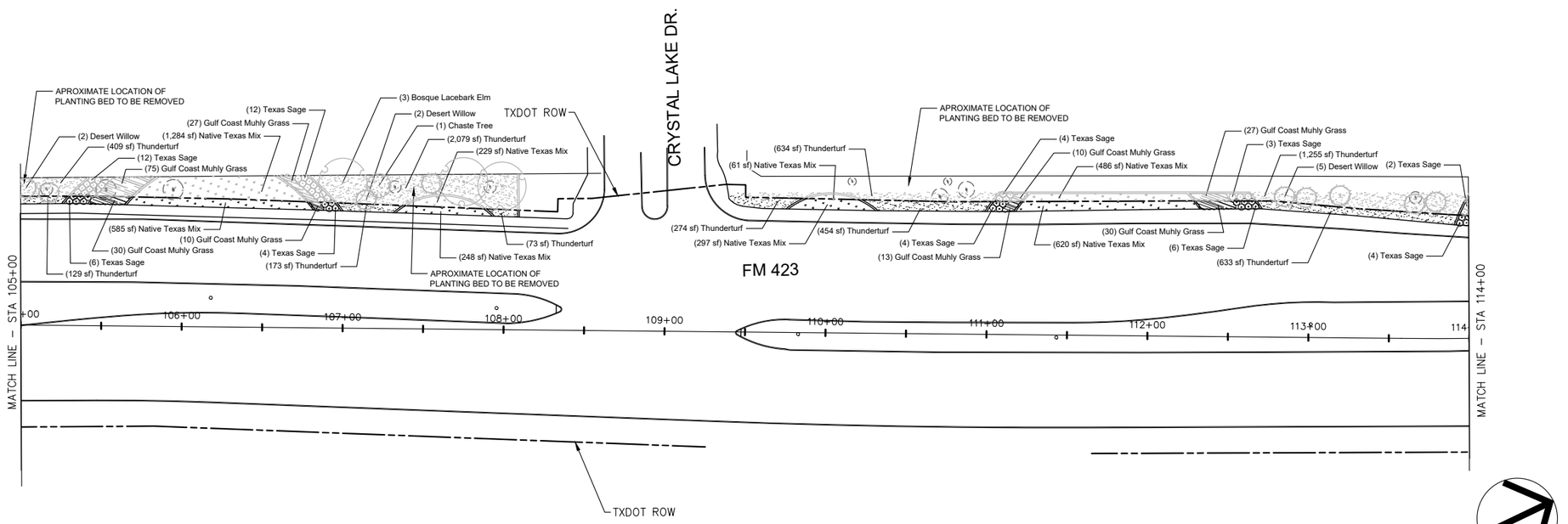
PLANT SCHEDULE INSIDE ROW L

SHRUBS	QTY	BOTANICAL / COMMON NAME
	24	LEUCOPHYLLUM LANGMANIAE `LYNN'S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	83	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	1,736 SF	TURF SEED MIX THUNDERTURF
	1,750 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW L

TREES	QTY	BOTANICAL / COMMON NAME
	9	CHILOPSIS LINEARIS `ART'S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	3	ULMUS PARVIFOLIA `UPMTF` TM BOSQUE LACEBARK ELM
	1	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	33	LEUCOPHYLLUM LANGMANIAE `LYNN'S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	139	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	4,377 SF	TURF SEED MIX THUNDERTURF
	2,060 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'L'
STA. 105+00 TO STA. 114+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS ES	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SF	TEXAS	DALLAS	DENTON	50
CHECK CW	CONTROL	SECTION	JOB	
	1315	02	016	

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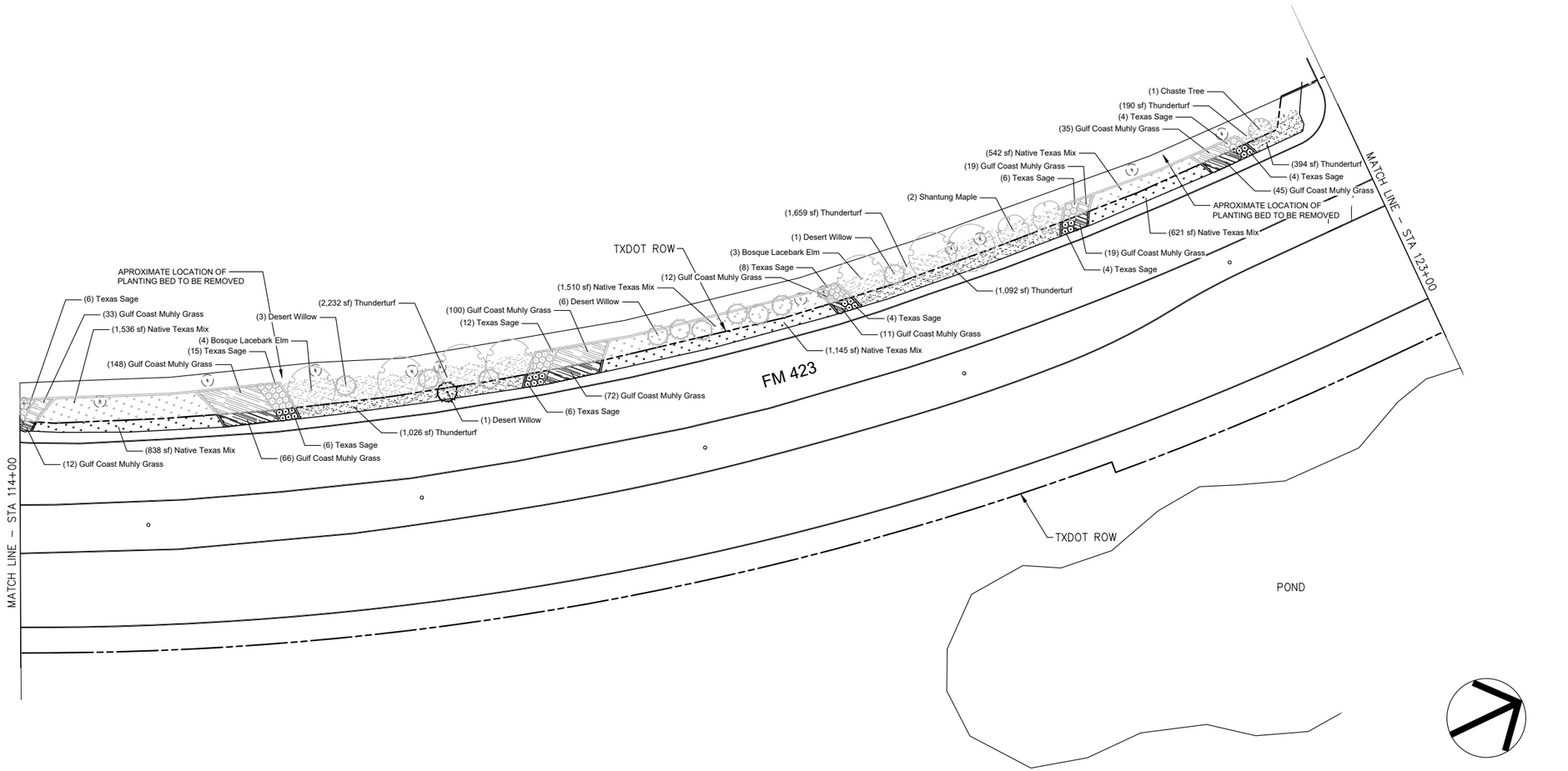
PLANT SCHEDULE INSIDE ROW M

TREES	QTY	BOTANICAL / COMMON NAME
	1	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	24	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	225	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	2,512 SF	TURF SEED MIX THUNDERTURF
	2,604 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW M

TREES	QTY	BOTANICAL / COMMON NAME
	2	ACER TRUNCATUM SHANTUNG MAPLE
	10	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	7	ULMUS PARVIFOLIA `UPMTF` TM BOSQUE LACEBARK ELM
	1	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	51	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	347	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	4,081 SF	TURF SEED MIX THUNDERTURF
	3,588 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'M'
STA. 114+00 TO STA. 123+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	51
CHECK				
CW				

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LEGEND

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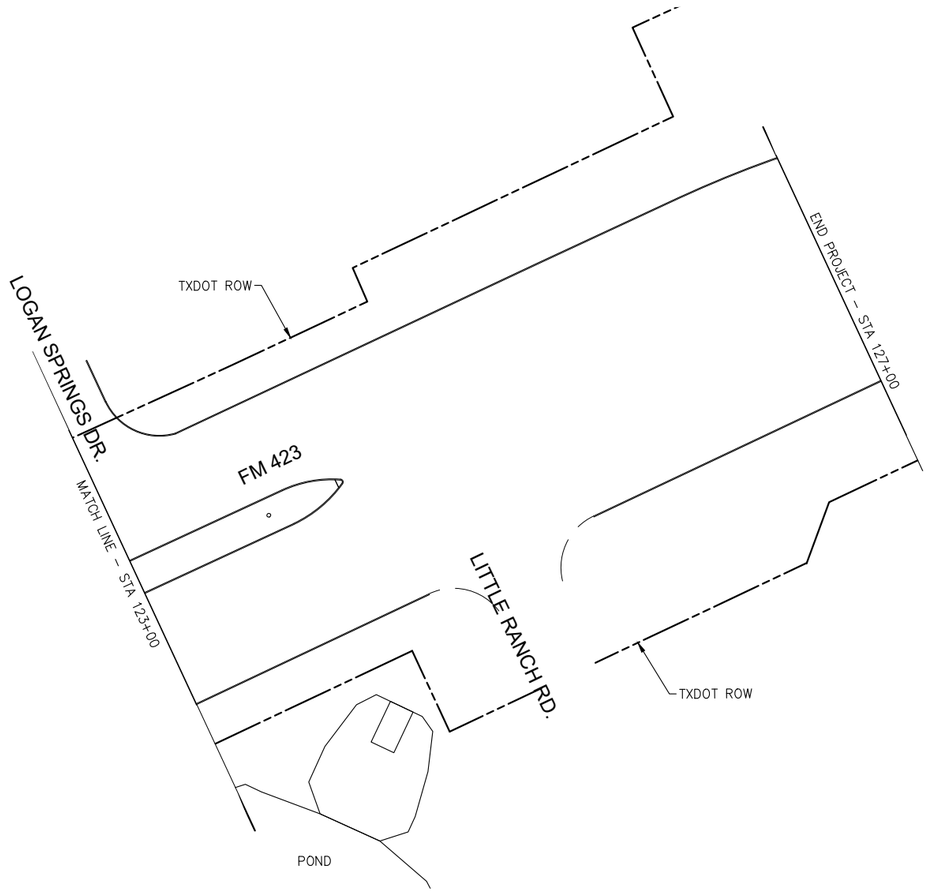

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GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'N'
STA. 123+00 TO STA. 127+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS ES	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SF	TEXAS	DALLAS	DENTON	52
CHECK CW	CONTROL	SECTION	JOB	
	1315	02	016	

					Green Scaping (C. Green Scpaing, LP)		Central North Construction, LLC		Cole Construction Inc.	
					Total Price	$1,158,511.55	Total Price	$1,266,475.80	Total Price	$1,760,177.99
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended
1	Base Bid Package- Inside ROW Parkway Landscape and Irrigation Enhancements	1	LS		**$461,403.26**	$461,403.26	$542,217.00	$542,217.00	$730,467.99	$730,467.99
1.1	Prepare ROW, complete and in place	1.43	AC		**$12,340.00**		$25,000.00		$34,476.92	
1.2	General Use Compost (4-in Depth in Seeded Areas), complete and in place	587	CY		$54.00		**$35.00**		$138.00	
1.3	Compost (6-in depth – shrubs / grasses), complete and in place	269	CY		$54.00		**$35.00**		$120.00	
1.4	Cellulose Fiber Mulch Seeding (Thunder Turf), complete and in place	3556	SY		**$0.81**		$1.25		$3.00	
1.5	Fertilizer, complete and in place	1.09	AC		**$350.00**		$3,000.00		$6,410.09	
1.6	Vegetative Watering, complete and in place	241	MG		$12.00		**$4.00**		$30.00	
1.7	Irrigation System, complete and in place	1	LS		$142,200.00		$265,000.00		**$102,406.00**	
1.8	Wildflower Seeding Mix, complete and in place	0.36	AC		$4,000.00		**$3,000.00**		$13,241.67	
1.9	Hardwood Mulch (3-in depth), complete and in place	135	CY		$44.00		**$35.00**		$211.00	
1.10	Bed Prep (Seeded Areas), complete and in place	5283	SY		$9.90		**$2.50**		$22.00	
1.11	Bed Prep (Shrubs/Grasses), complete and in place	1615	SY		$17.30		**$2.50**		$24.00	
1.12	Tree – Vitex (Shoal Creek, 45 gal., 3-in cal.) complete and in place	16	EA		**$370.00**		$400.00		$660.00	
1.13	Tree – Desert Willow (Arts Seedless, 45 gal., 3-in cal.) complete and in place	8	EA		**$390.00**		$400.00		$670.00	
1.14	Gulf Coast Muhly (1 gal.), complete and in place	2164	EA		**$6.00**		$11.00		$17.00	
1.15	Texas Sage (Lynns Legacy, 5 gal.), complete and in place	371	EA		**$15.00**		$30.00		$44.00	
1.16	Concrete Landscape Edge (12 in. width) (CL-A), complete and in place	1335	LF		$29.00		$36.00		**$22.00**	
1.17	Plant Maintenance, work fully performed and in place	9	MO		**$1,500.00**		$1,800.00		$1,917.00	
1.18	Irrigation System Maintenance, work fully performed and in place	9	MO		**$700.00**		$950.00		$827.00	
1.19	Mobilization	1	LS		$32,800.00		**$28,000.00**		$28,252.00	
1.20	Barricades, signs and traffic handling, complete and in place	6	MO		$3,760.00		$3,500.00		**$2,245.00**	
1.21	Biodegradable erosion control logs (8-in dia.), complete and in place	528	LF		$5.00		**$1.00**		$12.00	
1.22	Biodegradable erosion control logs (8-in dia.) (remove), work fully performed	528	LF		$2.00		**$0.50**		$5.00	
1.23	Sandbags for erosion, complete and in place	66	EA		$46.00		**$1.00**		$41.00	
1.24	Conduit (PVC) Sch 80 4-in (bore), complete and in place	393	LF		$34.00		**$32.00**		$193.00	
2	Base Bid - Outside the ROW Parkway Landscape and Irrigation Enhancements	1	LS		$632,208.29	$632,208.29	**$586,779.25**	$586,779.25	$1,023,210.00	$1,023,210.00
2.1	Prepare ROW, complete and in place	2.35	AC		**$2,320.00**		$25,000.00		$15,000.00	
2.2	General Use Compost (4-in Depth in Seeded Areas), complete and in place	991	CY		$54.00		**$35.00**		$138.00	
2.3	Compost (6-in depth – shrubs / grasses), complete and in place	411	CY		$54.00		**$35.00**		$112.00	
2.4	Cellulose Fiber Mulch Seeding (Thunder Turf), complete and in place	7299	SY		**$0.81**		$1.25		$3.00	
2.5	Fertilizer, complete and in place	1.84	AC		**$350.00**		$3,000.00		$6,759.78	
2.6	Vegetative Watering, complete and in place	399	MG		$12.00		**$4.00**		$28.00	
2.7	Irrigation System, complete and in place	1	LS		$207,600.00		$168,707.00		**$151,711.00**	
2.8	Wildflower Seeding Mix, complete and in place	0.34	AC		$4,000.00		**$3,000.00**		$14,014.71	
2.9	Hardwood Mulch (3-in depth), complete and in place	206	CY		$44.00		**$35.00**		$573.00	
2.10	Bed Prep (Seeded Areas), complete and in place	8920	SY		$9.90		**$2.50**		$20.00	
2.11	Bed Prep (Shrubs/Grasses), complete and in place	2467	SY		$17.30		**$2.50**		$23.00	
2.12	Tree – Vitex (Shoal Creek, 45 gal., 3-in cal.) complete and in place	38	EA		**$370.00**		$400.00		$620.00	
2.13	Tree – Desert Willow (Arts Seedless, 45 gal., 3-in cal.) complete and in place	47	EA		**$390.00**		$400.00		$615.00	
2.14	Tree – Bosque Lacebark Elm (65 gal., 3-in cal.) complete and in place	19	EA		**$545.00**		$900.00		$673.00	
2.15	Tree – Shantunk Maple (65 gal., 3-in cal.) complete and in place	9	EA		**$645.00**		$1,000.00		$654.00	
2.16	Gulf Coast Muhly (1 gal.), complete and in place	3779	EA		**$6.00**		$11.00		$17.00	
2.17	Texas Sage (Lynns Legacy, 5 gal.), complete and in place	630	EA		**$15.00**		$30.00		$44.00	
2.18	Concrete Landscape Edge (12 in. width) (CL-A), complete and in place	3111	LF		$29.00		$36.00		**$20.00**	
2.19	Plant Maintenance, work fully performed and in place	9	MO		**$1,500.00**		$1,800.00		$1,916.00	
2.20	Irrigation System Maintenance, work fully performed and in place	9	MO		**$700.00**		$950.00		$827.00	
3	Maintenance Bond, 2-year and 10% of contract price	1	EA		$62,900.00	$62,900.00	$135,479.55	$135,479.55	**$4,500.00**	$4,500.00
4	Safety Contingency, in the fixed amount of $2,000	1	EA		**$2,000.00**	$2,000.00	**$2,000.00**	$2,000.00	**$2,000.00**	$2,000.00

SECTION 00403
CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material permanently incorporated into the Project and resold to the Owner as defined in Tax Code.	$ _____
All other charges and costs	$ _____
Total (Total must equal the Contract Price)	$ _____

Contractor Name: _____
(typed or printed)

By: _____
(signature -- attach evidence of authority to sign)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Business address: _____

_____

Phone: _____ Email: _____

Notes:

1. The Total Amount of Bid for Materials and Services must equal the sum of the Total Amount Bid for Materials and the Total Amount Bid for Services as well as the sum of all individual bid items.
2. Materials are those items which are tax exempt and are physically incorporated into the facilities constructed for the Owner. Materials include, but are not limited to, purchased items such as pipe, embedment, concrete, manholes, asphalt, road base, machinery, and equipment, etc.
3. Services are those items which are not tax exempt and are used by the Contractor but are not physically incorporated into the Owner's facilities and/or items that are consumed by construction. Services include, but are not limited to, supplies, tools, concrete forms, scaffolding, temporary buildings, the rental of equipment, skill, and labor, etc.

END OF SECTION

SECTION 00410

EXPERIENCE RECORD **Company Name:**_____

The Contractor shall list in the spaces provided below, similar projects of equal or greater dollar amount that have been installed and are in operation within the past five (5) years. Separate sheets may be attached.

No	Owner / Location	Description (Size, Type, Length)	Date of Const.	Contact	Phone	Email
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

SECTION 00522
STANDARD FORM OF AGREEMENT

This Agreement is by and between the Town of Little Elm (Owner) and _____ (Contractor). Owner and Contractor, in mutual consideration agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. Little Elm FM 423 'Green Ribbon' which includes the construction of landscape and irrigation enhancements in the TxDOT ROW of the parkway and enhancements outside the ROW within the parkways, including vegetation removal and ROW preparation, plant bed preparation, seed bed preparation, concrete landscape edge, landscape plantings, seeding, and irrigation.

2. The Site of the Work includes property, easements, and designated work areas described in detail in the Contract Documents but generally located between FM 423 and Pine Trail Drive to the Northern Town limits near Little Ranch Road.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.

2. Performance bond.

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3. Payment bond.
4. Maintenance bond.
5. Specifications listed in the Table of Contents.
6. Drawings as listed on the Drawing Sheet Index.
7. Addenda.
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
    a. Work Change Directives (EJCDC C-940).
    b. Change Orders (EJCDC C-941).
    c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is:

Parkhill

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. The Work will be substantially completed within **128** days after the Effective Date of the Contract and completed and ready for final payment within **158** days after the Effective Date of the Contract.

4.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **$785** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

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4.04 Progress Schedules

A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.

B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

NOTES TO USER: Use Paragraph A for lump sum contracts with no unit price items. Use Paragraph B for unit price contracts. Include any lump sum work in unit price contracts as a single item number with a unit quantity of 1. Delete the paragraph not used. Verify that prices listed here match those submitted with the proposal.

A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all extended prices for Estimated Quantities of Work					**$**

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

~~**ARTICLE 6 - BONDS AND INSURANCE**~~

~~6.01 Bonds~~

~~A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but in any case, not less than one year after the date when final payment becomes due.~~

~~6.02 Insurance~~

~~**A.** Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the State of Texas in which the Project is located with a minimum AM Best~~

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rating of A-VII or better. **Contractor shall provide insurance in accordance with the Town's Standard Insurance Requirements.**

B. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

C. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.

C. Contractor shall at all times maintain good discipline and order at the Site.

D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

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7.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or

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omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Engineer will provide timely review of shop drawings and samples.

E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by

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Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

~~7.13 Indemnification~~

~~A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.~~

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to construct the Project.

D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise

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owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.

E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.

F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes, which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such

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condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. After receipt of written notice, Engineer will promptly:

1. Review the subsurface or physical condition in question;

2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within the differing site condition as stated herein;

4. Obtain any pertinent cost or schedule information from Contractor;

5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event-giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

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C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

A. Contractor shall ensure that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all such defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Owner and Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

A. Contractor shall submit an application for payment in a form acceptable to the Owner and Engineer, by the tenth (10^{th}) of each month for the prior month ($1^{st} – 31^{st}$), to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

A. The Owner shall retain five percent (**5**%) of each progress payment until the Work is substantially complete.

14.04 Review of Applications

A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

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B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Engineer will inspect the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion, which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

B. The final application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;

3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

4. A list of all disputes that Contractor believes are unsettled; and

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5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

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15.03 Owner May Terminate for Convenience

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid because of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

a. The cost, progress, and performance of the Work;

b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

c. Contractor's safety precautions and programs.

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5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

A. This Contract is governed by the laws of the state of Texas.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
By: Matthew Mueller	By:
Title: Town Manager	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
Town of Little Elm	
100 West Eldorado Pkwy	
Little Elm, TX 75068	
contracts@littleelm.org	
	License No.: (where applicable)

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Date:	10/17/2023
Agenda Item #:	4. C.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Consider Action to Approve a **Development Agreement associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Jaser Moini, property owners of 220 East Park Drive.**

DESCRIPTION:

Subject property is located at 220 East Park Drive, currently vacant land zoned Single Family A2 with Lakefront Residential Overlay District. The property owner Jaser Moini, would like to construct a new single family home. The property owner has been working with Staff through the Lakefront Residential Design Committee review process.

Lakefront Residential Overlay District. The future land use section of the 2017 Comprehensive Plan calls for an objective within the recommendations section of the Lakefront District to plan for redevelopment and expansion of the district. In working with Council, staff has identified the residential areas surrounding the Lakefront Zoning District as areas prime for redevelopment. The purpose of the overlay is to establish zoning for residential areas around the existing Lakefront District within the context of redevelopment.The associated standards and visual examples will function to create a residential area that provides flexibility and variety in unique architectural design and high-quality alternative materials. The goal is to expand on the Town's targeted "lakeside community character" by creating flexibility
in residential architectural design, promoting the utilization of a variety of high-quality building materials, encouraging residential redevelopment, and providing unique development standards. The intent of the Overlay District is to expand upon the Lakefront District's desire to provide a comfortable and attractive environment that will provide a unique, yet compatible residential neighborhood by encouraging redevelopment that is distinct from traditional residential subdivisions.
The proposed design was reviewed based on the architectural design criteria provided within the Overlay District.

(d) Architectural elements.

(1) Architectural variety. No facade may be repeated within any five adjacent lots or across the street from those lots. A request to vary from this standard shall be reviewed and approved by the LRDC.
(2) Tripartite architecture. The exterior facades of homes shall be broken up into three distinct sections (base, middle, top) utilizing different primary and accent materials, colors, and/or general orientation of materials.
(3) Gifts to the street. Homes shall provide a minimum of two gifts to the street. Proposed features not noted in the definition for "gifts to the street" shall be approved at the discretion of the LRDC.
(4) Fences. Fences adjacent to public parks, open space, drainage areas or floodplains shall be constructed of black tubular (wrought iron) fencing. All other fencing shall adhere to the residential fences section (section 106.06.32) of the zoning ordinance.
(5) Roofs. Roofs shall be constructed with architectural grade shingles, or better. Seamed metal, clay and slate tile roofs (cement based) are permitted. Flat roofs may be utilized so long as they can properly drain which will be determined by the building official.
(6) Windows. Openings and panes shall be vertically proportioned or square and be separated with trim.
(7) Gutters. Gutters shall be copper, galvanized steel, aluminum or painted if exposed.
(8) Chimneys. If chimneys are located on a street-facing wall, they shall extend to the ground.
(9) Concealed items. HVAC units, trash storage, and utility meters shall be concealed.

The Lakefront Residential Design Committee has reviewed the proposed development plans and determined that they meet the vision and intent of the Overlay District.

Town Council approval of the attached Development Agreement and associated exhibits is the final step in allowing this project to begin its residential building permit review.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

The Lakefront Residential Design Committee recommends approval of the attached development plans and associated exhibits as presented.

Attachments

Development Agreement - 220 East Park Drive

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR 220 EAST PARK DRIVE**
COUNTY OF DENTON	**§**	

This Development Agreement for 220 East Park Drive ("**Agreement**") is entered into between Jaser Moini, the property owner, ("**Developer**"), whose address for purposes of this Agreement is 220 East Park Drive, Little Elm TX 75068, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Pkwy, Little Elm, Texas 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of .1173 acres generally located at 220 East Park Drive, on the east side of East Park Drive, approximately 300 feet south of Main Street, identified as Lot 15R-1, Block 1 of the Frisco Park Estates, in the Town of Little Elm, Texas (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. Incorporation of Premises. 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 ("**Effective Date**"). 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 ("**Term**").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon development plans 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.

B. **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. **Venue**. 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. **Severability**. 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.

F. **Cumulative Rights and Remedies**. The rights and remedies provided by this 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. **Surviving Rights**. 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. **Authority to Execute**. 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. **Amendments**. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. **Headings**. 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. **Entire Agreement**. 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. **Notification of Sale or Transfer; Assignment of Agreement**. 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. **Sovereign Immunity**. 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. Undocumented Workers Provision. 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. Non-Boycott of Israel Provision. 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. Prohibition on Contracts with Certain Companies Provision. 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

By: Jaser Maini

Date: 10/1/23

TOWN OF LITTLE ELM, TEXAS

By:_____
Matt Mueller
Town Manager

Date:_____

ATTEST:

By:_____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Denton §

Before me, the undersigned authority, on this 1 day of oct, 2023, personally appeared Jazer Moini, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of Lone Star Modern Homes LLC.

[Seal]

Adam S. Haertzen
Notary Public, State of Texas
Comm. Expires 02/04/2026
Notary ID 133571384

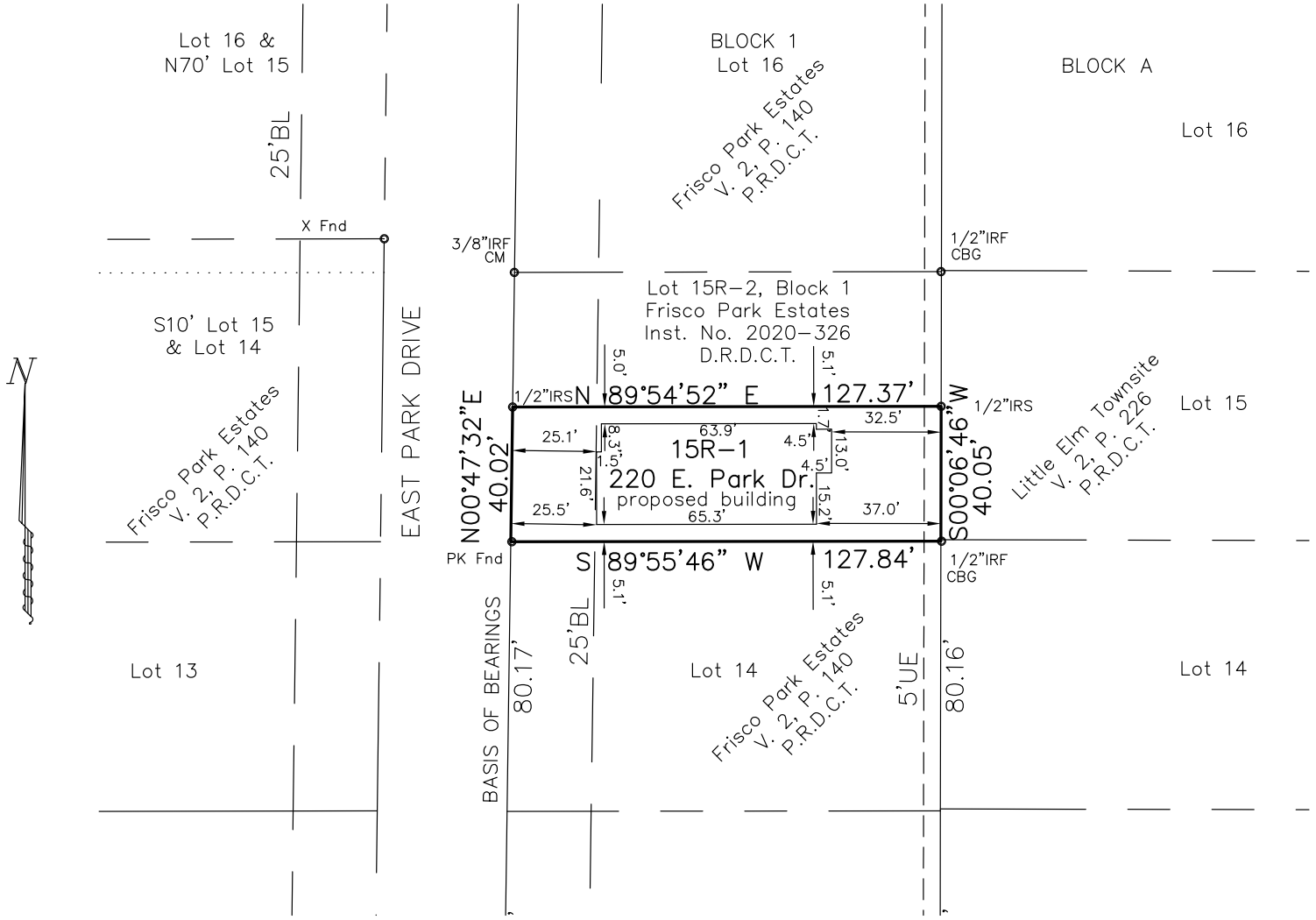
By: Adam S Haertzen
Notary Public, State of Texas

My Commission Expires: 02/04/2026

EXHIBIT A

Property Description

REGISTERED PROFESSIONAL SURVEYORS
HERBERT S. EASLEY
LAND SURVEYORS L.P.
• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING
FIRM NO. 10094900
METRO 817-429-0194
FAX 817-446-5488
hsbeasley@msn.com
P. O. BOX 8873
FORT WORTH, TEXAS 76124



Prepared July 6, 2023

0 50 100 150
SCALE 1"=100'

Basis of Bearings: NAD83 (2011) Epoch:(2010.0) Texas North Central Zone.
Grid Scale Factor: 0.99985259079

SITE PLAN
LOT 15R-1, BLOCK 1
FRISCO PARK ESTATES

EXHIBIT B

Development Plans

NATIONAL RENOVATION GROUP INC. / LONE STAR MODERN HOMES, LLC

220 E. PARK DRIVE,
FRISCO PARK SUBDIVISION,
LITTLE ELM, TX 75068

	REVISION LOG		
NO.	DESCRIPTION	DATE	BY
0	NEW CONSTRUCTION PLAN	06/26/2023	BM
1	COLORED ELEVATIONS & LANDSCAPE PLAN	07/26/2023	BM
2	LANDSCAPE PLAN UPDATE PER CITY COMMENTS	08/28/2023	BM
3	GARAGE DOOR WITH 4 LIGHT ADDED PER CITY COMMENTS	09/14/2023	BM

AREA CALCULATIONS	
FIRST FLOOR	1464 SF
SECOND FLOOR	1160 SF
Gross Building Area	2624 SF
GARAGE	438 SF
PATIO	37 SF
PORCH	59 SF
Exterior Area	535 SF
TOTAL SQ.FT. UNDER ROOF	3159 SF

SHEET LIST

SHEET NO.	SHEET NAME
A0.00	COVER SHEET
A1.00	FIRST FLOOR PLAN
A1.01	SECOND FLOOR PLAN
A1.02	FIRST FLOOR ELECTRICAL PLAN
A1.03	SECOND FLOOR ELECTRICAL PLAN
A1.04	PLUMBING ROUGH
A2.00	FRONT & REAR ELEVATIONS
A2.01	SIDE ELEVATIONS
A2.02	ROOF PLAN
A2.03	INTERIOR ELEVATIONS
A2.04	SECTIONS
D1.00	BATH / CLOSET GENERIC DETAILS
L1.00	CONCEPTUAL LANDSCAPE PLAN

BORIS MUNOZ
Design · Construction · Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 407 - 3464

Client Information

NATIONAL RENOVATION GROUP INC. / LONE STAR MODERN HOMES, LLC.

220 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #:
23014.00
Issue Date:
09/ 14 / 2023
Drawn By:
BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
COVER SHEET

Plan:
3159

Sheet Number
A0.00

SCALE: 1/8" = 1'-0"

THE DRAWINGS AND WRITTEN MATERIAL HEREIN ARE THE PROPERTY OF BORIS MUNOZ DESIGN AND AS INTELLECTUAL PROPERTY AND INSTRUMENTS OF SERVICE, ARE SUBJECT TO COPYRIGHT AND MAY NOT BE REPRODUCED, DISTRIBUTED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE EXPRESSED, WRITTEN CONSENT OF BORIS MUNOZ DESIGN. BORIS MUNOZ DESIGN IS A DESIGN COMPANY, AND CONSULTED IMMEDIATELY REGARDING FRAMING, WINDBRACING AND THE FOUNDATION DESIGNS. NOT AN ENGINEERING FIRM. WE DO NOT QUALIFY TO BE ONE NOR ARE WE LICENSED TO DESIGN STRUCTURAL FRAMING, WINDBRACING OR FOUNDATIONS. A LICENSED PROFESSIONAL ENGINEER SHOULD BE CONTRACTED AND CONSULTED IMMEDIATELY REGARDING FRAMING, WINDBRACING AND FOUNDATION DESIGNS FOR THIS PROJECT. ENGINEERED DESIGNS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS THEY ARE STRUCTURAL DESIGNS AND THE ENGINEER OF RECORD SPANS & SEALS ALL RESPONSIBILITY FOR THE DESIGN. IT IS THE RESPONSIBILITY OF THE BUILDER TO ENSURE THAT ALL CONSTRUCTION COMPLIES WITH ALL APPLICABLE CODES AND ORDINANCES.

NON-MASONRY SQ.FT. FRONT	
NON-MASONRY	75 SF
NON-MASONRY	124 SF
Grand total	199 SF

MASONRY SQ.FT. FRONT	
MASONRY	50 SF
MASONRY	67 SF
MASONRY	78 SF
Grand total	195 SF

MASONRY % FRONT	
MASONRY	55%
NON-MASONRY	45%

FRONT ELEVATION

1/8" = 1'-0"

REAR ELEVATION

1/8" = 1'-0"

NON-MASONRY SQ.FT. REAR	
NON-MASONRY	17 SF
NON-MASONRY	107 SF
NON-MASONRY	113 SF
Grand total	237 SF

MASONRY SQ.FT. REAR	
MASONRY	71 SF
MASONRY	88 SF
Grand total	159 SF

MASONRY % REAR	
MASONRY	46%
NON-MASONRY	54%

BORIS MUNOZ
Design - Construction - Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 407 - 3404

Client Information

NATIONAL RENOVATION GROUP INC. / LONE STAR MODERN HOMES, LLC.

220 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #: 23014.00
Issue Date: 09/ 14 / 2023
Drawn By: BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
FRONT & REAR ELEVATIONS

Plan: **3159**

Sheet Number
A2.00

SCALE: 1/8" = 1'-0"

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LEFT ELEVATION

1/8" = 1'-0"

NON-MASONRY SQ.FT. LEFT	
NON-MASONRY	8 SF
NON-MASONRY	72 SF
NON-MASONRY	224 SF
NON-MASONRY	308 SF
Grand total	613 SF

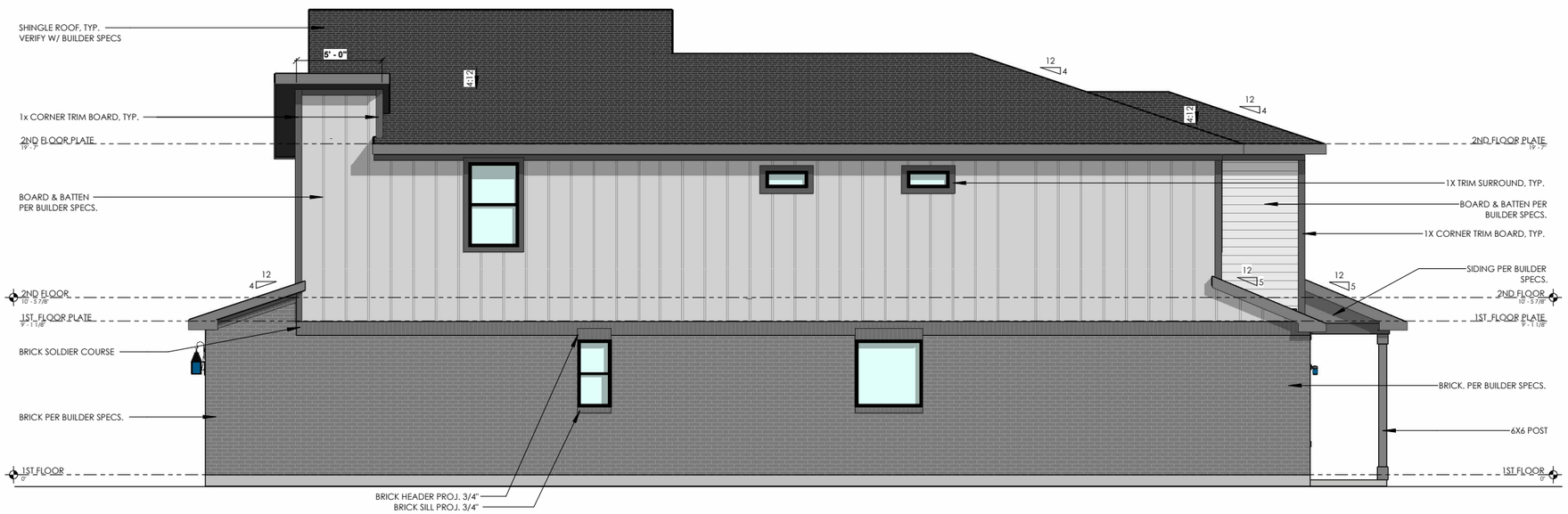
MASONRY SQ.FT. LEFT	
MASONRY	37 SF
MASONRY	53 SF
MASONRY	406 SF
Grand total	496 SF

MASONRY % LEFT	
MASONRY	52%
NON-MASONRY	48%

NON-MASONRY SQ.FT. RIGHT	
NON-MASONRY	8 SF
NON-MASONRY	72 SF
NON-MASONRY	224 SF
NON-MASONRY	308 SF
Grand total	613 SF

MASONRY SQ.FT. RIGHT	
MASONRY	37 SF
MASONRY	53 SF
MASONRY	406 SF
Grand total	496 SF

MASONRY % RIGHT	
MASONRY	55%
NON-MASONRY	45%



RIGHT ELEVATION

1/8" = 1'-0"

BORIS MUNOZ
Design - Construction - Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 407 - 3464

Client Information

NATIONAL RENOVATION GROUP INC. / LONE STAR MODERN HOMES, LLC.

220 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #:
23014.00
Issue Date:
09/ 14 / 2023
Drawn By:
BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
SIDE ELEVATIONS

Plan:
3159

Sheet Number
A2.01

SCALE: 1/8" = 1'-0"

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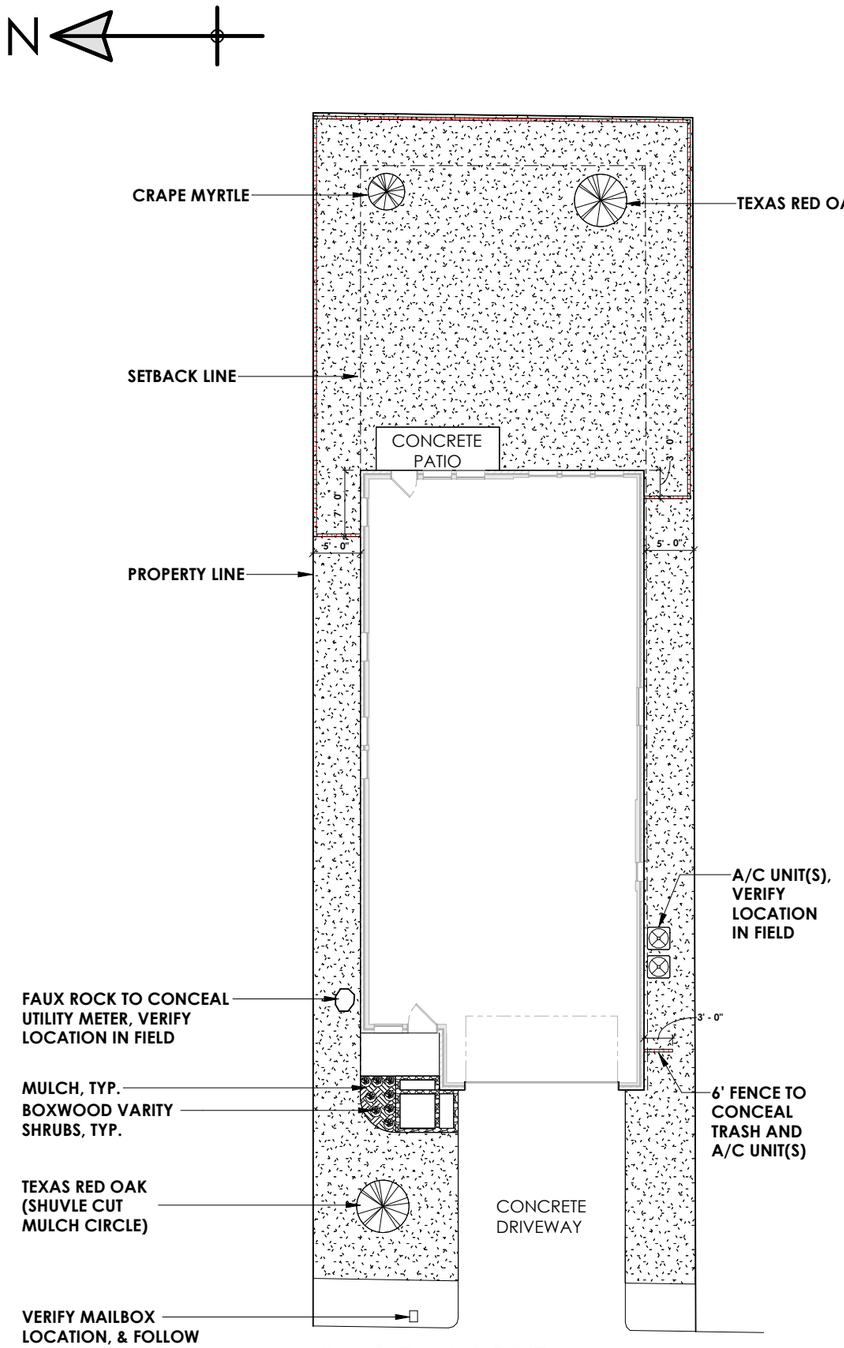

CONCEPTUAL LANDSCAPE PLAN

1/16" = 1'-0"

LANDSCAPE LEGEND:

- 6' WOOD FENCE w/ 2-3/8" STEEL POST @ 8' O.C.
- GRAVEL
- MULCH
- SOD LANDSCAPE
- BOXWOOD SHRUBS 24" (MIN) HT.
- TREE (REF. TO PLAN FOR TYPE)

LANDSCAPE CHART:

QTY.	TYPE	SIZE
2	TEXAS RED OAK	4" (MIN.) CAL. 12' (MIN.) HT.
1	CRAPE MYRTLE	7' (MIN.) HT.
9	CARISSA HOLLYS	5 GALLON 24" HT.

BORIS MUNOZ
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PHONE: 214 - 497 - 3464

Client Information

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220 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #: 23014.00
Issue Date: 09/ 14 / 2023
Drawn By: BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
CONCEPTUAL LANDSCAPE PLAN

Plan: **3159**

Sheet Number
L1.00

SCALE:As indicated

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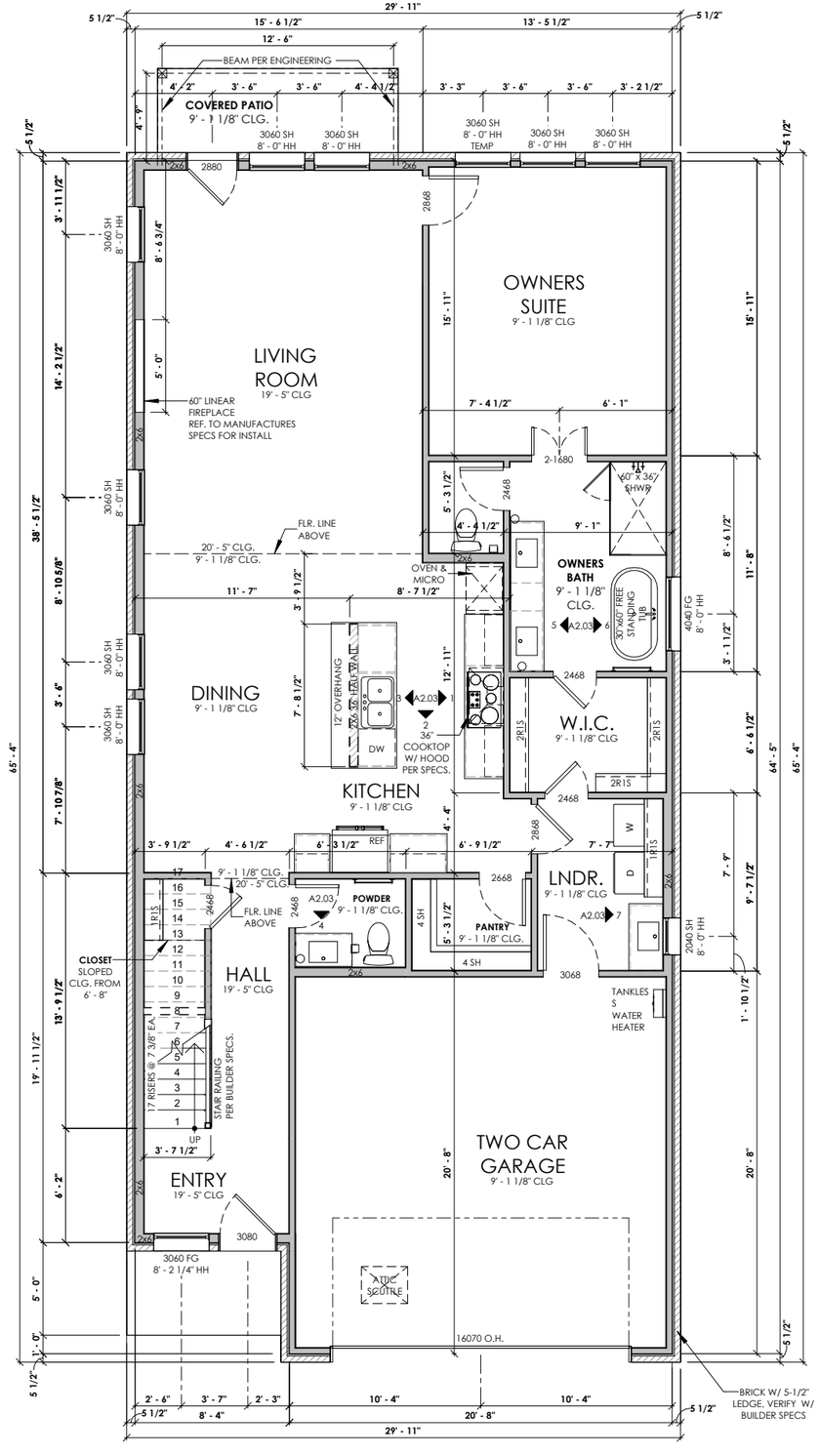

FIRST FLOOR PLAN

1/8" = 1'-0"

FLOOR PLAN NOTES

- ALL WORK SHALL BE IN STRICT CONFORMANCE WITH ALL APPLICABLE CODES, REGULATIONS AND LAWS.
- INTERIOR DIMENSIONS ARE TO FACE OF STUD, UNLESS NOTED OTHERWISE. WINDOWS DOORS AND OPENINGS ARE DIMENSIONED TO CENTER OF ROUGH OPENINGS.
- REFER TO ELEVATIONS AND ROOF PLANS FOR PLATE HEIGHTS AND CEILING SLOPES.
- ALL ANGLES OTHER THAN 90° ARE TO BE 45° ANGLES UNLESS NOTED OTHERWISE.
- ALL PLUMBING WALLS SHALL BE 2x6 MIN AT FIRST FL.
- ALL OPENINGS TO BE CENTERED ON WALL UNLESS NOTED OTHERWISE.
- WATER HEATER LOCATION MAY VARY. BUILDER IS TO VERIFY LOCATION.
- THE DOOR BETWEEN GARAGE AND LIVING SPACE/ATTIC SPACE SHALL BE A MINIMUM "B" LABEL, 20 MINUTE SELF CLOSING STEEL DOOR.
- ALL DRYERS ARE TO BE VENTED TO EXTERIOR.
- TYPICAL ATTIC STAIR IS 25 1/2" x 54 1/2" PULL DOWN STAIR, EXCEPT WITH 10' PLATE ATTIC STAIR IS 25 1/2" x 60"; RATED @ A 350 lb MIN LOAD; ATTIC ACCESS FROM GARAGE TO BE FIRE-RATED.
- ALL WALLS ARE TO BE 3 1/2" UNLESS NOTED OTHERWISE.
- ALL ANGLED WALLS ARE SET AT 45 DEGREES UNLESS NOTED OTHERWISE.
- INTERIOR AND EXTERIOR PLATE HT. ARE TO BE AS NOTED ON ELEVATION AND SECTIONS SHEETS.
- BOTTOM PLATE AT FIRST FLOOR WALLS TO BE PRESSURE TREATED.
- ALL BALUSTERS AND RAIL SPACES SHALL BE SPACED SO THAT A 4" DIA. SPHERE CANNOT PASS THROUGH. TYP. AT ALL HANDRAILS AND GUARDRAILS.
- DOORS:
  - A. FIRST FLOOR - ALL DOORS INTERIOR TO BE:
    - a. 6'-8" HEIGHT W/ 9'-1 1/8" FIRST FL. CLG. HT.
  - B. SECOND FLOOR -ALWAYS 6'-8"
  - C. FRONT DOOR - 8'-0" HEIGHT
- STAIRS - RISE - 7 3/4" MAX. TREADS - 10" MINIMUM PLUS 1" NOSING
- HANDRAILS SHALL BE TYPE II & HAVE A FINISHED RAILING HEIGHT OF 34"-38" ABOVE NOSING, AND DESIGNED FOR A CONCENTRATED LOAD IN ANY DIRECTION AT ANY POINT AT THE TOP, PER R301.5. NAILERS SHALL BE INSTALLED FOR ALL HANDRAILS
- GUARDRAILS SHALL HAVE FINISHED RAILING HEIGHT OF 37" ABOVE SUB-FLOOR, AND DESIGNED FOR A CONCENTRATED LOAD IN ANY DIRECTION AT ANY POINT AT THE TOP, PER R301.5. NAILERS SHALL BE INSTALLED FOR ALL GUARDRAILS

BORIS MUNOZ
Design - Construction - Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 407 - 3464

Client Information

NATIONAL RENOVATION GROUP INC. / LONE STAR MODERN HOMES, LLC.

220 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #: 23014.00
Issue Date: 09/ 14 / 2023
Drawn By: BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name: **FIRST FLOOR PLAN**

Plan: **3159**

Sheet Number: **A1.00**

SCALE: 1/8" = 1'-0"

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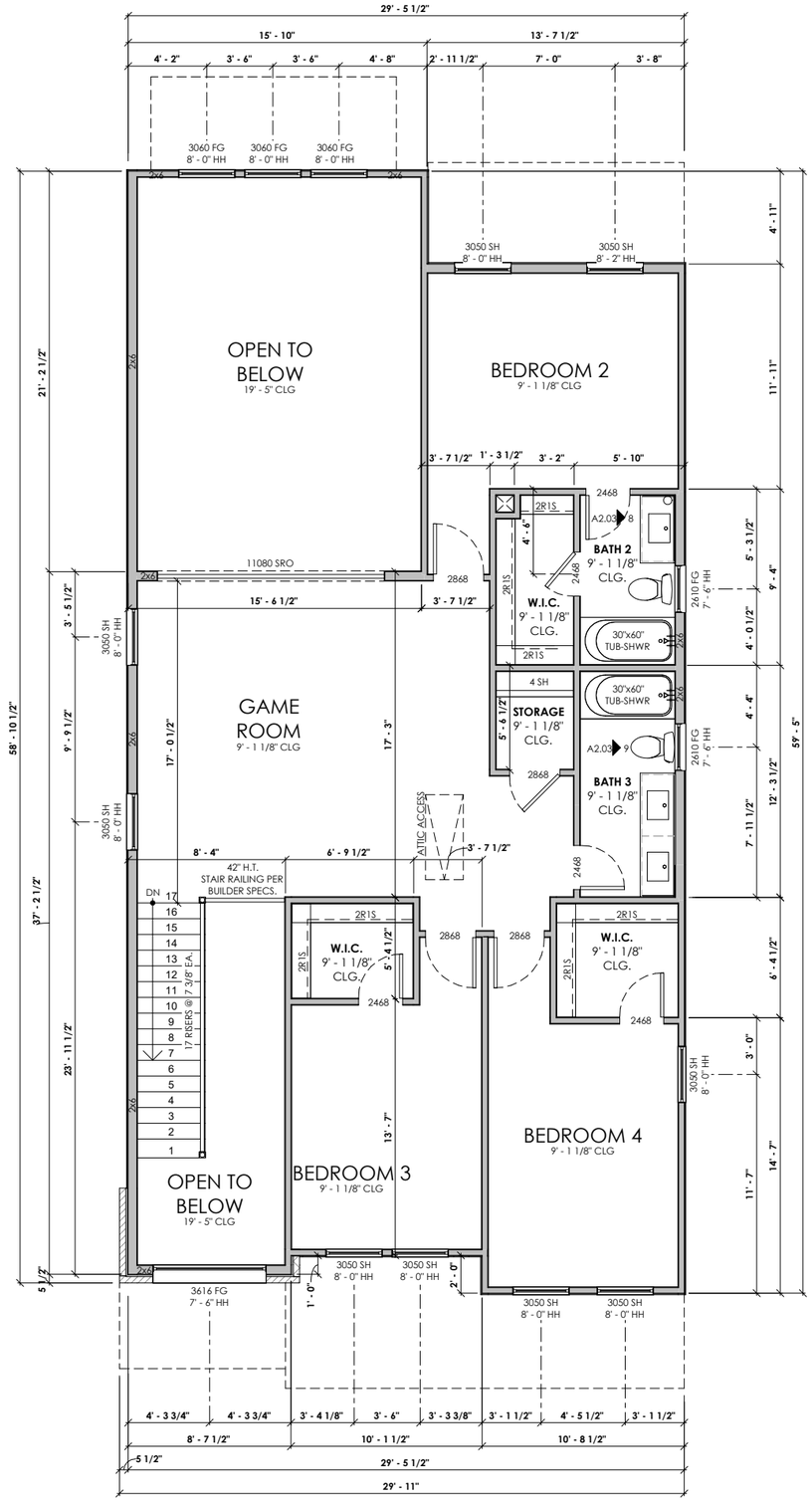

SECOND FLOOR PLAN

1/8" = 1'-0"

FLOOR PLAN NOTES

- ALL WORK SHALL BE IN STRICT CONFORMANCE WITH ALL APPLICABLE CODES, REGULATIONS AND LAWS.
- INTERIOR DIMENSIONS ARE TO FACE OF STUD, UNLESS NOTED OTHERWISE. WINDOWS DOORS AND OPENINGS ARE DIMENSIONED TO CENTER OF ROUGH OPENINGS.
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- ALL OPENINGS TO BE CENTERED ON WALL UNLESS NOTED OTHERWISE.
- WATER HEATER LOCATION MAY VARY. BUILDER IS TO VERIFY LOCATION.
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- ALL DRYERS ARE TO BE VENTED TO EXTERIOR.
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- ALL WALLS ARE TO BE 3 1/2" UNLESS NOTED OTHERWISE.
- ALL ANGLED WALLS ARE SET AT 45 DEGREES UNLESS NOTED OTHERWISE.
- INTERIOR AND EXTERIOR PLATE HT. ARE TO BE AS NOTED ON ELEVATION AND SECTIONS SHEETS.
- BOTTOM PLATE AT FIRST FLOOR WALLS TO BE PRESSURE TREATED.
- ALL BALUSTERS AND RAIL SPACES SHALL BE SPACED SO THAT A 4" DIA. SPHERE CANNOT PASS THROUGH, TYP. AT ALL HANDRAILS AND GUARDRAILS.
- DOORS:
  A. FIRST FLOOR - ALL DOORS INTERIOR TO BE:
  a. 6'-8" HEIGHT W/ 9'-1 1/8" FIRST FL. CLG. HT.
  B. SECOND FLOOR -ALWAYS 6'-8"
  C. FRONT DOOR - 8'-0" HEIGHT
- STAIRS - RISE - 7 3/4" MAX. TREADS - 10" MINIMUM PLUS 1" NOSING
- HANDRAILS SHALL BE TYPE II & HAVE A FINISHED RAILING HEIGHT OF 34"-38" ABOVE NOSING, AND DESIGNED FOR A CONCENTRATED LOAD IN ANY DIRECTION AT ANY POINT AT THE TOP, PER R301.5. NAILERS SHALL BE INSTALLED FOR ALL HANDRAILS
- GUARDRAILS SHALL HAVE FINISHED RAILING HEIGHT OF 37" ABOVE SUB-FLOOR, AND DESIGNED FOR A CONCENTRATED LOAD IN ANY DIRECTION AT ANY POINT AT THE TOP, PER R301.5. NAILERS SHALL BE INSTALLED FOR ALL GUARDRAILS

BORIS MUNOZ
Design - Construction - Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 497 - 3464

Client Information

NATIONAL RENOVATION GROUP INC. / LONE STAR MODERN HOMES, LLC.

220 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #:
23014.00

Issue Date:
09/ 14 / 2023

Drawn By:
BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
SECOND FLOOR PLAN

Plan:
3159

Sheet Number
A1.01

SCALE: 1/8" = 1'-0"

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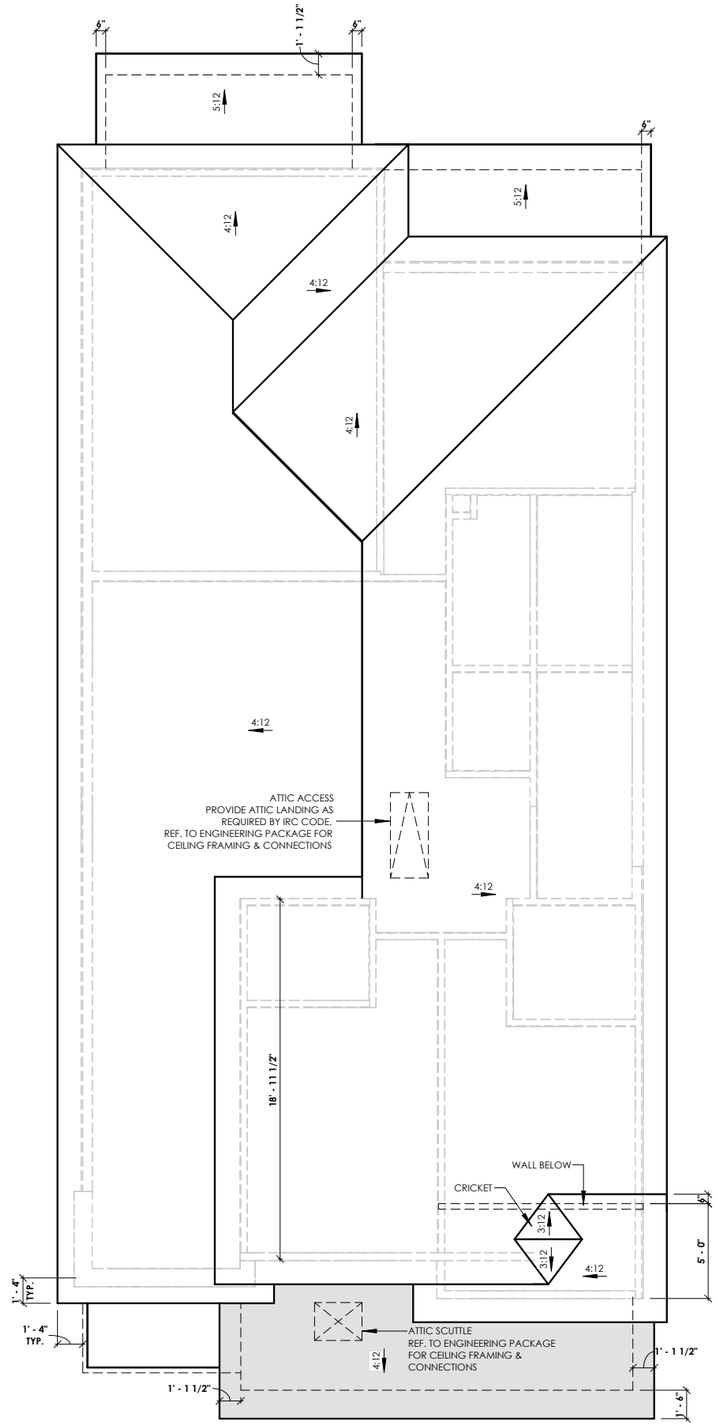

ROOF PLAN

1/8" = 1'-0"

BORIS MUNOZ
Design · Construction · Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 407 - 3464

Client Information

NATIONAL RENOVATION GROUP INC. /
LONE STAR MODERN HOMES, LLC.

220 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #:
23014.00
Issue Date:
09/ 14 / 2023
Drawn By:
BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
ROOF PLAN

Plan:
3159

Sheet Number
A2.02

SCALE: 1/8" = 1'-0"

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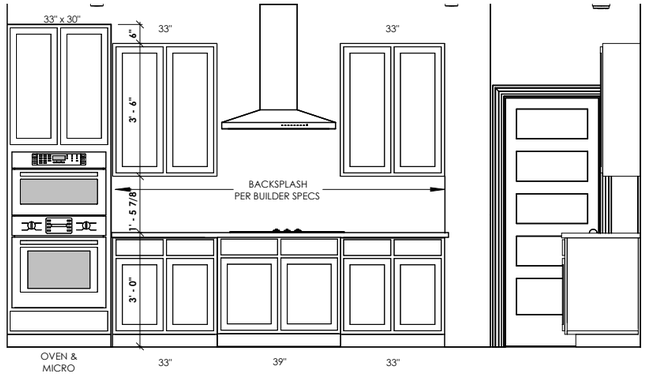
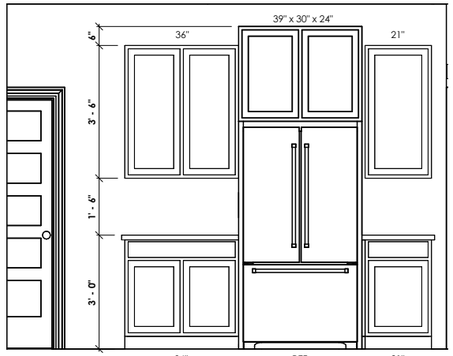
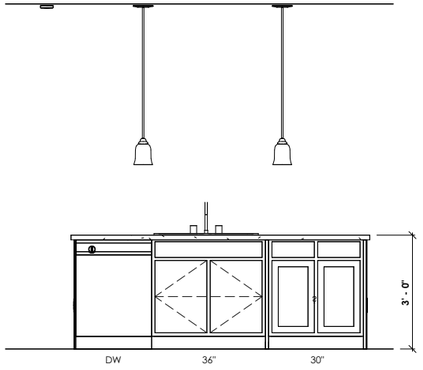
BORIS MUNOZ DESIGN IS NOT RESPONSIBLE FOR THE STRUCTURAL DESIGN AND IT IS A MATTER OF PUBLIC SAFETY AND IS REQUIRED BY LAW. ENGINEER SHALL BE RETAINED FOR THE STRUCTURAL DESIGN OF THIS PROJECT. ENGINEER DESIGN IS NOT TO BE USED FOR CONSTRUCTION UNLESS SIGNED AND SEALED BY A LICENSED STRUCTURAL ENGINEER. THE ENGINEER SHALL BEAR ALL RESPONSIBILITY FOR THE STRUCTURAL DESIGN AND ANY REVISIONS. WINDBRACING AND FOUNDATION DESIGNS ARE PART OF THE ENGINEER DESIGN AND SHALL BE SIGNED AND SEALED BY A LICENSED STRUCTURAL ENGINEER.



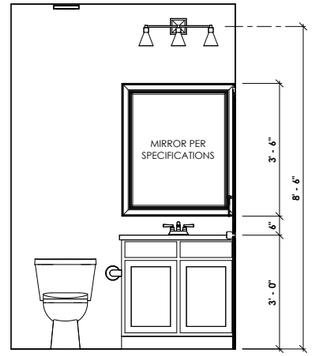
1 KITCHEN
1/4" = 1'-0"



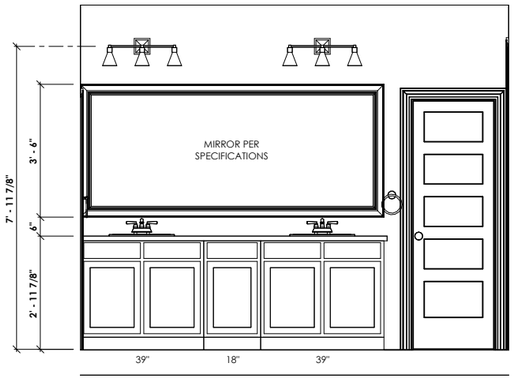
2 KITCHEN
1/4" = 1'-0"



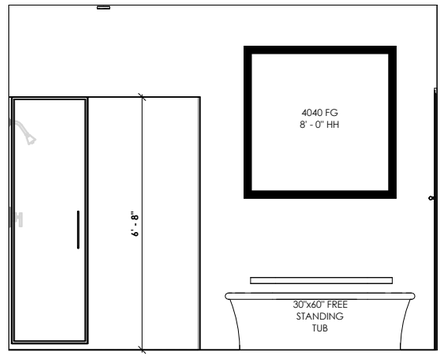
3 KITCHEN ISLAND
1/4" = 1'-0"



4 POWDER BATH
1/4" = 1'-0"



5 OWNERS BATH
1/4" = 1'-0"



6 OWNERS BATH
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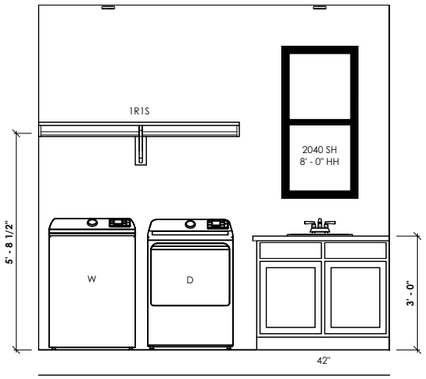
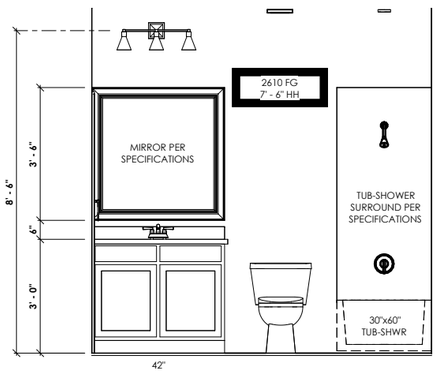
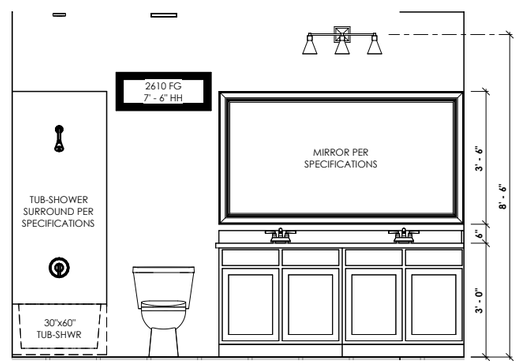


7 LAUNDRY
1/4" = 1'-0"



8 BATH 2
1/4" = 1'-0"



9 BATH 3
1/4" = 1'-0"

BORIS MUNOZ
Design - Construction - Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
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Client Information

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220 E. PARK DRIVE
LITTLE ELM, TX 75068

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DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
INTERIOR ELEVATIONS

Plan:
3159

Sheet Number
A2.03

SCALE: 1/4" = 1'-0"

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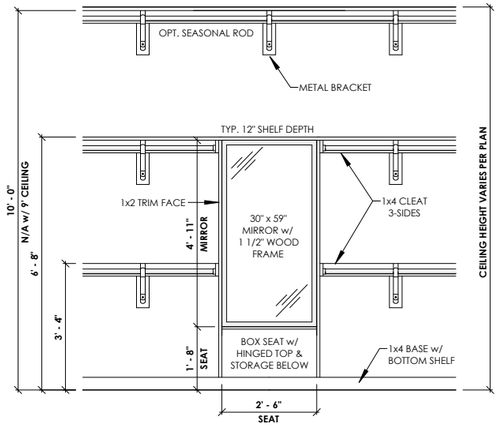
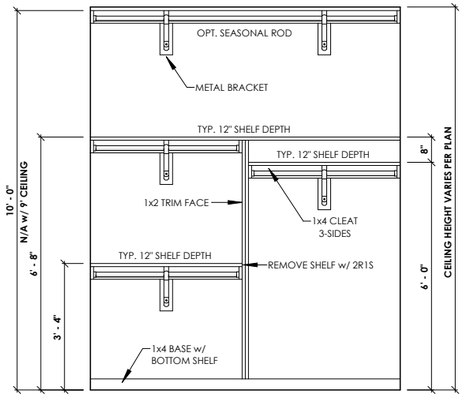
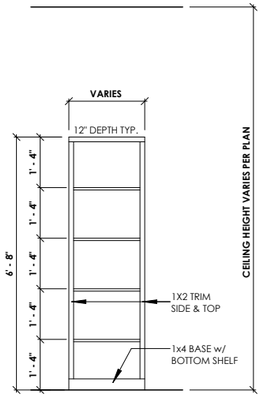
CLOSET BENCH w/ MIRROR



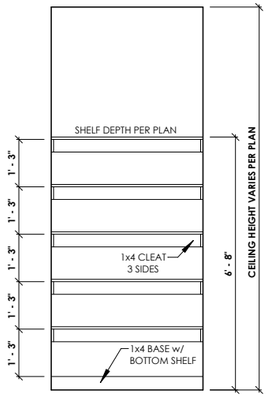
CLOSET ROD / SHELF



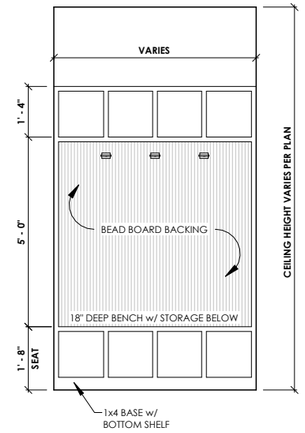
SHOE BOX

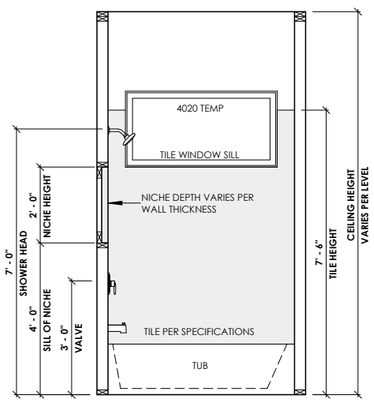


PANTRY/ LINEN



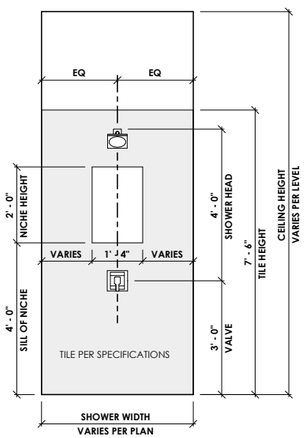
MUD BENCH





TYP. TUB/SHOWER W/ WINDOW

1/4" = 1'-0"



TYP. TUB/SHOWER NICHE

1/4" = 1'-0"

BORIS MUNOZ
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Sheet Name
BATH / CLOSET GENERIC DETAILS

Plan:
3159

Sheet Number
D1.00

SCALE: 1/4" = 1'-0"

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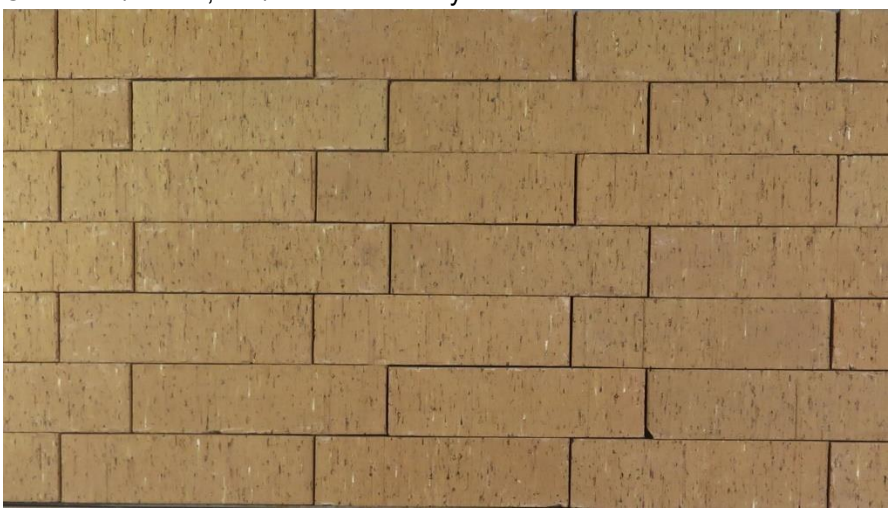
Colors and Materials

Exterior paint over brick on 4 side elevations
Sherwin Williams Exterior Attitude Gray 7060

Exterior paint over Board & Batten siding on 4 side elevations
Sherwin Williams Exterior Illusive Green 9164

Acme Brick - Item: 897135 Description: Golden Sunset B, Brick 673105-KSZ-FBR-VEL---B B/P: 167300
Color: Tan/Brown, Tan/Brown - Primary

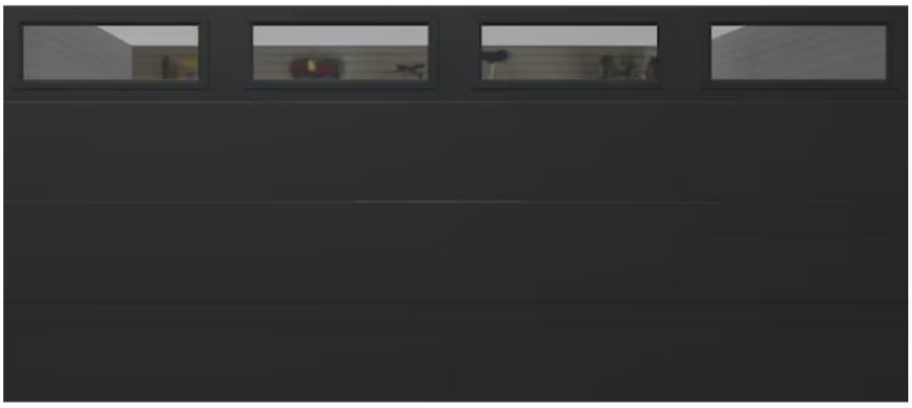


Horizontal wood siding on Front and Left Elevations
NewTechWood All Weather System 5.5 in. x 96 in. Composite Siding Board in Peruvian Teak color

Coach Light
Millennium Lighting Light Powder Coat Black Outdoor Wall-Light Sconce with Clear Glass

Front Door
Sartodoors 4002 36 in. x 96 in. Single Panel No Bore Frosted Glass Black Finished

Garage Door
Wayne Dalton Classic Steel Model 8300 16-ft x 7-ft Insulated Black Double Garage Door with Windows - Contemporary flat panel design



Roof
GAF Royal Sovereign Charcoal Algae Resistant 3-Tab Roofing Shingles

BOARK & BATTEN
James Hardie, James Hardie Primed Fiber Cement Panel Siding 1/4 in x 48 in x 96 in

Gift to the Street

1- Accent metal roof in front over the garage and a flat metal awning canopy for front porch
2- 6 feet deep recessed entry from the main front façade
3- Coach lights at entrance

Date:	10/17/2023
Agenda Item #:	4. D.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Consider Action to Approve a **Development Agreement Associated with the Lakefront Residential Overlay District, between the Town of Little Elm and Faraz Karami, Property Owner of 222 East Park Drive.**

DESCRIPTION:

Subject property is located at 222 East Park Drive, currently vacant land zoned Single Family A2 with Lakefront Residential Overlay District. The property owner has been working with Staff through the Lakefront Residential Design Committee review process.

Lakefront Residential Overlay District. The future land use section of the 2017 Comprehensive Plan calls for an objective within the recommendations section of the Lakefront District to plan for redevelopment and expansion of the district. In working with Council, staff has identified the residential areas surrounding the Lakefront Zoning District as areas prime for redevelopment. The purpose for the overlay is to establish zoning for residential areas around the existing Lakefront District within the context of redevelopment. The associated standards and visual examples will function to create a residential area that provides flexibility and variety in unique architectural design and high-quality alternative materials.

The goal is to expand on the Town's targeted "lakeside community character" by creating flexibility in residential architectural design, promoting the utilization of a variety of high-quality building materials, encouraging residential redevelopment, and providing unique development standards.

The intent of the Overlay District is to expand upon the Lakefront District's desire to provide a comfortable and attractive environment that will provide a unique, yet compatible residential neighborhood by encouraging redevelopment that is distinct from traditional residential subdivisions.

The proposed design was reviewed based on the architectural design criteria provided within the Overlay District.

(d) Architectural elements.

(1) Architectural variety. No facade may be repeated within any five adjacent lots or across the street from those lots. A request to vary from this standard shall be reviewed and approved by the LRDC.

(2) Tripartite architecture. The exterior facades of homes shall be broken up into three distinct sections (base, middle, top) utilizing different primary and accent materials, colors, and/or general orientation of materials.

(3) Gifts to the street. Homes shall provide a minimum of two gifts to the street. Proposed features not noted in the definition for "gifts to the street" shall be approved at the discretion of the LRDC.

(4) Fences. Fences adjacent to public parks, open space, drainage areas or floodplains shall be constructed of black tubular (wrought iron) fencing. All other fencing shall adhere to the residential fences section (section 106.06.32) of the zoning ordinance.

(5) Roofs. Roofs shall be constructed with architectural grade shingles, or better. Seamed metal, clay and slate tile roofs (cement based) are permitted. Flat roofs may be utilized so long as they can properly drain which will be determined by the building official.

(6) Windows. Openings and panes shall be vertically proportioned or square and be separated with trim.

(7) Gutters. Gutters shall be copper, galvanized steel, aluminum or painted if exposed.

(8) Chimneys. If chimneys are located on a street-facing wall, they shall extend to the ground.

(9) Concealed items. HVAC units, trash storage, and utility meters shall be concealed.

The Lakefront Residential Design Committee has reviewed the proposed development plans and determined that they meet the vision and intent of the Overlay District.

Town Council approval of the attached Development Agreement and associated exhibits is the final step in allowing this project to begin its residential building permit review.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

The Lakefront Residential Design Committee recommends approval of the attached development plans and associated exhibits as presented.

Attachments

Development Agreement - 222 East Park Drive

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR 222 EAST PARK DRIVE**
COUNTY OF DENTON	**§**	

This Development Agreement for 222 East Park Drive ("**Agreement**") is entered into between Faraz Karami, the property owners, ("**Developer**"), whose address for purposes of this Agreement is 222 East Park Drive, Little Elm TX 75068, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Pkwy, Little Elm, Texas 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of .1168 acres generally located at 222 East Park Drive, on the east side of East Park Drive, approximately 300 feet south of Main Street, identified as Lot 15R-2, Block 1 of the Frisco Park Estates, in the Town of Little Elm, Texas (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. Incorporation of Premises. 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 ("**Effective Date**"). 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 ("**Term**").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon development plans 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.

B. **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. **Venue**. 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. **Severability**. 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.

F. **Cumulative Rights and Remedies**. The rights and remedies provided by this 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. **Surviving Rights**. 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. **Authority to Execute**. 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. **Amendments**. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. **Headings**. 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. **Entire Agreement**. 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. **Notification of Sale or Transfer; Assignment of Agreement**. 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. **Sovereign Immunity**. 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. Undocumented Workers Provision. 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. Non-Boycott of Israel Provision. 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. Prohibition on Contracts with Certain Companies Provision. 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

TX STAR HOMES LLC

By: Faraz Karami

Date: Sep 27, 2023

TOWN OF LITTLE ELM, TEXAS

By:_____
Matt Mueller
Town Manager

Date:_____

ATTEST:

By:_____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Denton §

Before me, the undersigned authority, on this 27th day of September, 2023, personally appeared Faraz Kavani, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of TX Star Homes, LLC.

[Seal]

By:_____
Notary Public, State of Texas

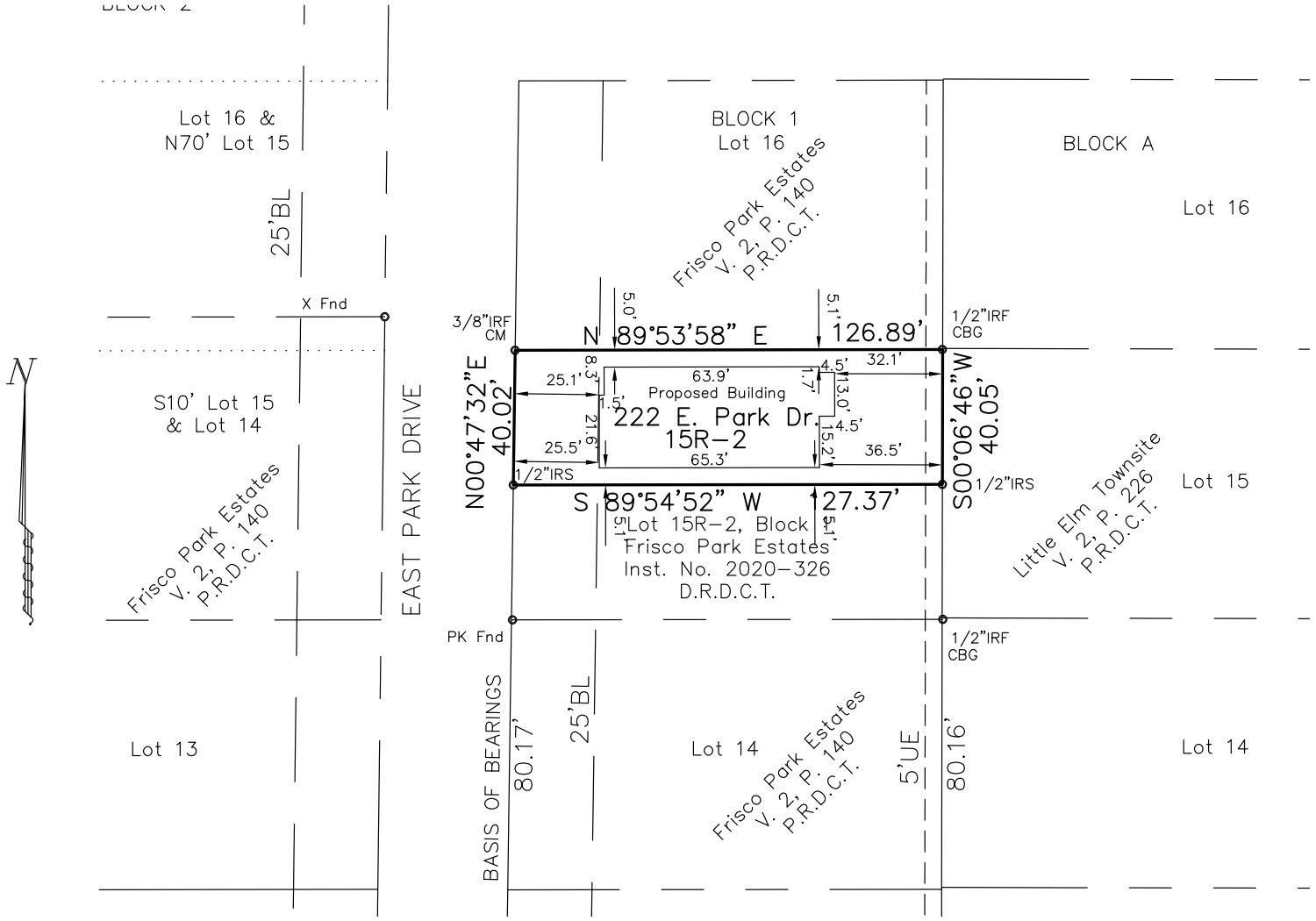
My Commission Expires: 10-22-2024

CAITLAN BIGGS
Notary Public, State of Texas
Comm. Expires 10-22-2024
Notary ID 130241308

EXHIBIT A

Property Description

REGISTERED PROFESSIONAL SURVEYORS
HERBERT S. EASLEY
LAND SURVEYORS L.P.
• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING
FIRM NO. 10094900
METRO 817-429-0194
FAX 817-446-5488
hsbeasley@msn.com
P. O. BOX 8873
FORT WORTH, TEXAS 76124



STATE OF TEXAS
REGISTERED
KENNETH R. ROGERS
6066
PROFESSIONAL
LAND SURVEYOR

Prepared July 6, 2023

0 50 100 150
SCALE 1"=50'

Basis of Bearings: NAD83 (2011) Epoch:(2010.0) Texas North Central Zone.
Grid Scale Factor: 0.99985259079

SITE PLAN
LOT 15R-2, BLOCK 1
FRISCO PARK ESTATES

EXHIBIT B

Development Plans

TX STAR HOMES, LLC

222 E. PARK DRIVE,
FRISCO PARK SUBDIVISION,
LITTLE ELM, TX 75068

REVISION LOG

NO.	DESCRIPTION	DATE	BY
0	NEW CONSTRUCTION PLAN	06/26/2023	BM
1	SIDING TO BRICK CHANGE AND REAR SLIDER TO WINDOWS AND SWING DOOR	07/10/2023	BM
1	COLORED ELEVATIONS AND LANDSPACE PLAN	07/27/2023	BM

AREA CALCULATIONS	
FIRST FLOOR	1464 SF
SECOND FLOOR	1170 SF
Gross Building Area	2634 SF
GARAGE	438 SF
PATIO	37 SF
PORCH	59 SF
Exterior Area	535 SF
TOTAL SQ.FT. UNDER ROOF	3169 SF

SHEET LIST

SHEET NO.	SHEET NAME
A0.00	COVER SHEET
A1.00	FIRST FLOOR PLAN
A1.01	SECOND FLOOR PLAN
A1.02	FIRST FLOOR ELECTRICAL PLAN
A1.03	SECOND FLOOR ELECTRICAL PLAN
A1.04	PLUMBING ROUGH
A2.00	FRONT & REAR ELEVATIONS
A2.01	SIDE ELEVATIONS
A2.02	ROOF PLAN
A2.03	INTERIOR ELEVATIONS
D1.00	BATH / CLOSET GENERIC DETAILS
L1.00	CONCEPTUAL LANDSCAPE PLAN

BORIS MUNOZ
Design · Construction · Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 497 - 3464

Client Information

TX STAR HOMES, LLC

222 E. PARK DRIVE
LITTLE ELM, TX 75068

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Project #:
23013.02
Issue Date:
07/ 27 / 2023
Drawn By:
BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
COVER SHEET

Plan:
3169

Sheet Number
A0.00

SCALE: 1/8" = 1'-0"

MASONRY SQ.FT. FRONT	
MASONRY	38 SF
MASONRY	71 SF
MASONRY	78 SF
MASONRY	99 SF
MASONRY	135 SF
Grand total	421 SF

MASONRY % FRONT	
MASONRY	100%

FRONT ELEVATION

1/8" = 1'-0"

REAR ELEVATION

1/8" = 1'-0"

NON-MASONRY SQ.FT. REAR	
NON-MASONRY	20 SF
NON-MASONRY	107 SF
NON-MASONRY	113 SF
Grand total	240 SF

MASONRY SQ.FT. REAR	
MASONRY	71 SF
MASONRY	88 SF
Grand total	159 SF

MASONRY % REAR	
MASONRY	45%
NON-MASONRY	55%

BORIS MUNOZ
Design - Construction - Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 407 - 3404

Client Information

TX STAR HOMES, LLC

222 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #:
23013.02

Issue Date:
07/ 27 / 2023

Drawn By:
BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
FRONT & REAR ELEVATIONS

Plan:
3169

Sheet Number
A2.00

SCALE: 1/8" = 1'-0"

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BORIS MUNOZ DESIGNS IS NOT RESPONSIBLE FOR THE STRUCTURAL DESIGN AND WE ARE NOT RESPONSIBLE FOR ANY ISSUES OR PROBLEMS THAT MAY ARISE FROM THE CONSTRUCTION OF THIS PROJECT. ENGINEER DESIGN IS NOT TO BE USED FOR CONSTRUCTION UNLESS SIGNED AND SEALED BY A LICENSED ENGINEER. THE ENGINEER OF RECORD SHALL SIGN ALL RESPONSIBILITY FOR IMPLEMENTATION OF THE STRUCTURAL, WINDBRACING AND FOUNDATION DESIGNS FOR THIS PROJECT. ENGINEER DESIGN IS NOT TO BE USED FOR CONSTRUCTION UNLESS SIGNED AND SEALED BY A LICENSED ENGINEER.

LEFT ELEVATION

1/8" = 1'-0"

NON-MASONRY SQ.FT. LEFT	
NON-MASONRY	6 SF
NON-MASONRY	8 SF
NON-MASONRY	50 SF
NON-MASONRY	84 SF
NON-MASONRY	224 SF
NON-MASONRY	302 SF
Grand total	675 SF

MASONRY SQ.FT. LEFT	
MASONRY	44 SF
MASONRY	65 SF
MASONRY	406 SF
Grand total	516 SF

MASONRY % LEFT	
MASONRY	51%
NON-MASONRY	49%

NON-MASONRY SQ.FT. RIGHT	
NON-MASONRY	6 SF
NON-MASONRY	8 SF
NON-MASONRY	50 SF
NON-MASONRY	84 SF
NON-MASONRY	224 SF
NON-MASONRY	302 SF
Grand total	675 SF

MASONRY SQ.FT. RIGHT	
MASONRY	44 SF
MASONRY	65 SF
MASONRY	406 SF
Grand total	516 SF

MASONRY % RIGHT	
MASONRY	54%
NON-MASONRY	46%

RIGHT ELEVATION

1/8" = 1'-0"

BORIS MUNOZ
Design - Construction - Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 407 - 3464

Client Information

TX STAR HOMES, LLC

222 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #:
23013.02

Issue Date:
07/ 27 / 2023

Drawn By:
BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
SIDE ELEVATIONS

Plan:
3169

Sheet Number
A2.01

SCALE: 1/8" = 1'-0"

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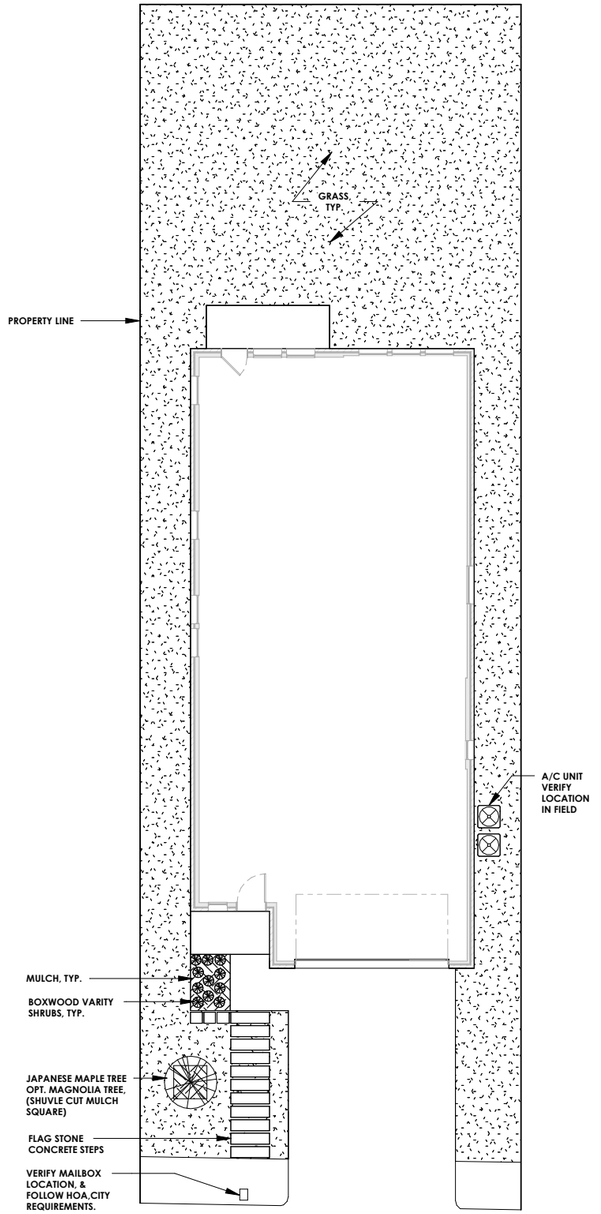

222 E. PARK DRIVE

CONCEPTUAL LANDSCAPE PLAN

1/16" = 1'-0"

BORIS MUNOZ
Design · Construction · Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 407 - 3464

Client Information

TX STAR HOMES, LLC

222 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #:
23013.02
Issue Date:
07/ 27 / 2023
Drawn By:
BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
CONCEPTUAL LANDSCAPE PLAN

Plan:
3169

Sheet Number
L1.00

SCALE: 1/16" = 1'-0"

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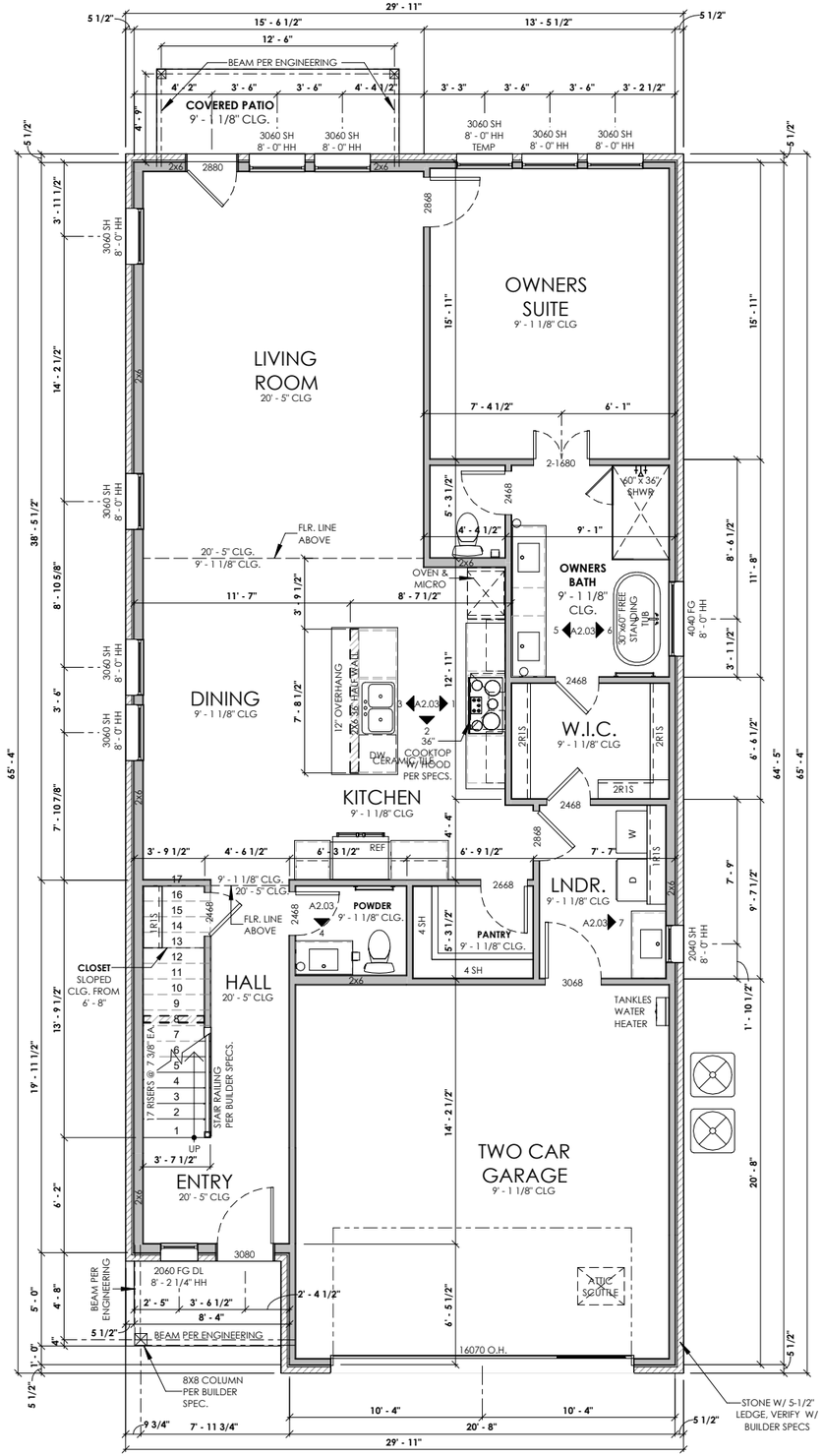

FIRST FLOOR PLAN

1/8" = 1'-0"

FLOOR PLAN NOTES

- ALL WORK SHALL BE IN STRICT CONFORMANCE WITH ALL APPLICABLE CODES, REGULATIONS AND LAWS.
- INTERIOR DIMENSIONS ARE TO FACE OF STUD, UNLESS NOTED OTHERWISE. WINDOWS DOORS AND OPENINGS ARE DIMENSIONED TO CENTER OF ROUGH OPENINGS.
- REFER TO ELEVATIONS AND ROOF PLANS FOR PLATE HEIGHTS AND CEILING SLOPES.
- ALL ANGLES OTHER THAN 90° ARE TO BE 45° ANGLES UNLESS NOTED OTHERWISE.
- ALL PLUMBING WALLS SHALL BE 2x6 MIN AT FIRST FL.
- ALL OPENINGS TO BE CENTERED ON WALL UNLESS NOTED OTHERWISE.
- WATER HEATER LOCATION MAY VARY. BUILDER IS TO VERIFY LOCATION.
- THE DOOR BETWEEN GARAGE AND LIVING SPACE/ATTIC SPACE SHALL BE A MINIMUM "B" LABEL, 20 MINUTE SELF CLOSING STEEL DOOR.
- ALL DRYERS ARE TO BE VENTED TO EXTERIOR.
- TYPICAL ATTIC STAIR IS 25 1/2" x 54 1/2" PULL DOWN STAIR. EXCEPT WITH 10' PLATE ATTIC STAIR IS 25 1/2" x 60"; RATED @ A 350 lb MIN LOAD; ATTIC ACCESS FROM GARAGE TO BE FIRE-RATED.
- ALL WALLS ARE TO BE 3 1/2" UNLESS NOTED OTHERWISE.
- ALL ANGLED WALLS ARE SET AT 45 DEGREES UNLESS NOTED OTHERWISE.
- INTERIOR AND EXTERIOR PLATE HT. ARE TO BE AS NOTED ON ELEVATION AND SECTIONS SHEETS.
- BOTTOM PLATE AT FIRST FLOOR WALLS TO BE PRESSURE TREATED.
- ALL BALUSTERS AND RAIL SPACES SHALL BE SPACED SO THAT A 4" DIA. SPHERE CANNOT PASS THROUGH, TYP. AT ALL HANDRAILS AND GUARDRAILS.
- DOORS:
  A. FIRST FLOOR - ALL DOORS INTERIOR TO BE:
     a. 6'-8" HEIGHT W/ 9'-1 1/8" FIRST FL. CLG. HT.
  B. SECOND FLOOR -ALWAYS 6'-8"
  C. FRONT DOOR - 8'-0" HEIGHT
- STAIRS - RISE - 7 3/4" MAX. TREADS - 10" MINIMUM PLUS 1" NOSING
- HANDRAILS SHALL BE TYPE II & HAVE A FINISHED RAILING HEIGHT OF 34"-38" ABOVE NOSING, AND DESIGNED FOR A CONCENTRATED LOAD IN ANY DIRECTION AT ANY POINT AT THE TOP, PER R301.5. NAILERS SHALL BE INSTALLED FOR ALL HANDRAILS
- GUARDRAILS SHALL HAVE FINISHED RAILING HEIGHT OF 37" ABOVE SUB-FLOOR, AND DESIGNED FOR A CONCENTRATED LOAD IN ANY DIRECTION AT ANY POINT AT THE TOP, PER R301.5. NAILERS SHALL BE INSTALLED FOR ALL GUARDRAILS

BORIS MUNOZ
Design - Construction - Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 407 - 3464

Client Information

TX STAR HOMES, LLC

222 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #: 23013.02
Issue Date: 07 / 27 / 2023
Drawn By: BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name: **FIRST FLOOR PLAN**

Plan: **3169**

Sheet Number: **A1.00**

SCALE: 1/8" = 1'-0"

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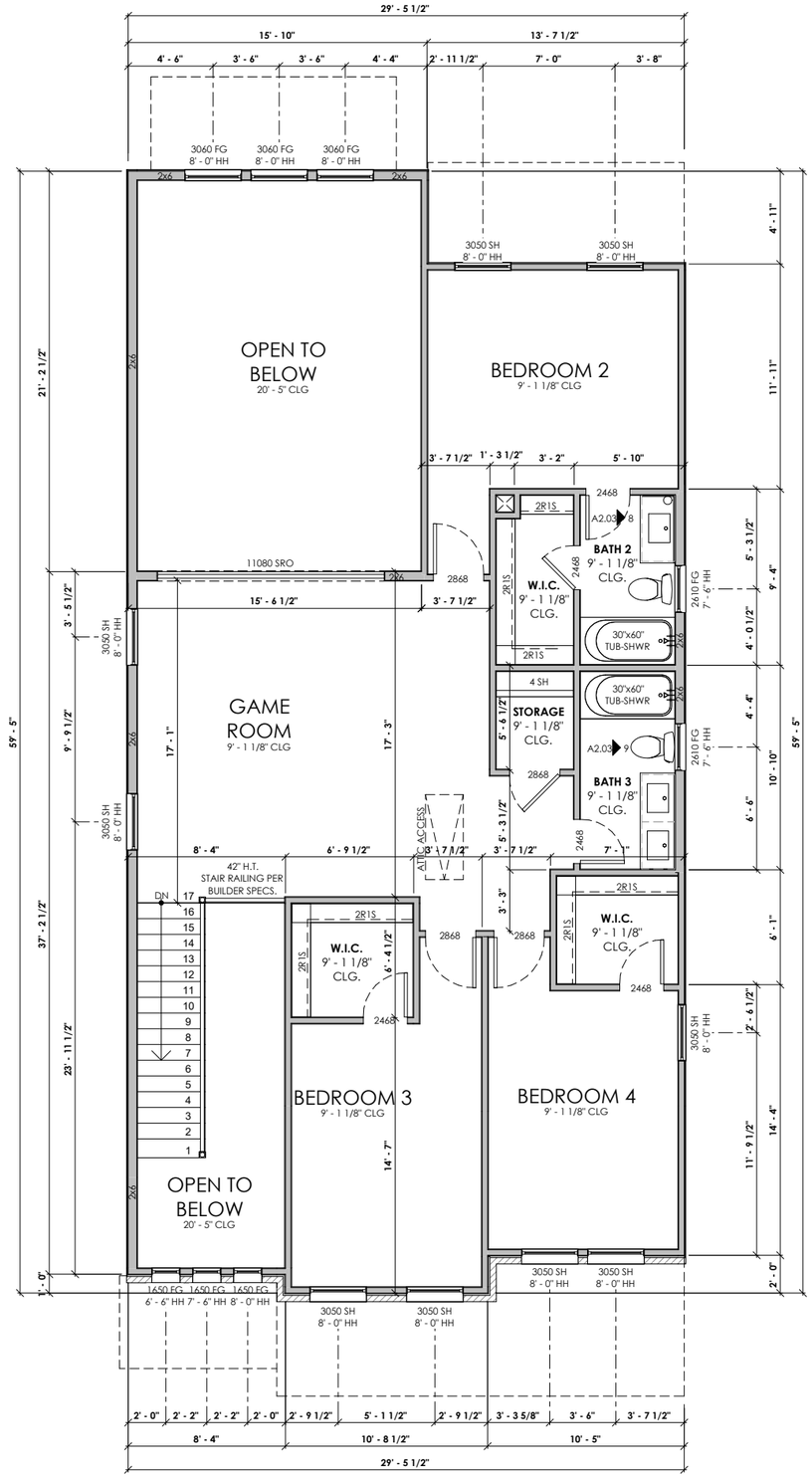

SECOND FLOOR PLAN

1/8" = 1'-0"

FLOOR PLAN NOTES

- ALL WORK SHALL BE IN STRICT CONFORMANCE WITH ALL APPLICABLE CODES, REGULATIONS AND LAWS.
- INTERIOR DIMENSIONS ARE TO FACE OF STUD, UNLESS NOTED OTHERWISE. WINDOWS DOORS AND OPENINGS ARE DIMENSIONED TO CENTER OF ROUGH OPENINGS.
- REFER TO ELEVATIONS AND ROOF PLANS FOR PLATE HEIGHTS AND CEILING SLOPES.
- ALL ANGLES OTHER THAN 90° ARE TO BE 45° ANGLES UNLESS NOTED OTHERWISE.
- ALL PLUMBING WALLS SHALL BE 2x6 MIN AT FIRST FL.
- ALL OPENINGS TO BE CENTERED ON WALL UNLESS NOTED OTHERWISE.
- WATER HEATER LOCATION MAY VARY. BUILDER IS TO VERIFY LOCATION.
- THE DOOR BETWEEN GARAGE AND LIVING SPACE/ATTIC SPACE SHALL BE A MINIMUM "B" LABEL, 20 MINUTE SELF CLOSING STEEL DOOR.
- ALL DRYERS ARE TO BE VENTED TO EXTERIOR.
- TYPICAL ATTIC STAIR IS 25 1/2" x 54 1/2" PULL DOWN STAIR, EXCEPT WITH 10' PLATE ATTIC STAIR IS 25 1/2" x 60"; RATED @ A 350 lb MIN LOAD; ATTIC ACCESS FROM GARAGE TO BE FIRE-RATED.
- ALL WALLS ARE TO BE 3 1/2" UNLESS NOTED OTHERWISE.
- ALL ANGLED WALLS ARE SET AT 45 DEGREES UNLESS NOTED OTHERWISE.
- INTERIOR AND EXTERIOR PLATE HT. ARE TO BE AS NOTED ON ELEVATION AND SECTIONS SHEETS.
- BOTTOM PLATE AT FIRST FLOOR WALLS TO BE PRESSURE TREATED.
- ALL BALUSTERS AND RAIL SPACES SHALL BE SPACED SO THAT A 4" DIA. SPHERE CANNOT PASS THROUGH. TYP. AT ALL HANDRAILS AND GUARDRAILS.
- DOORS:
  A. FIRST FLOOR - ALL DOORS INTERIOR TO BE:
  a. 6'-8" HEIGHT W/ 9'-1 1/8" FIRST FL. CLG. HT.
  B. SECOND FLOOR -ALWAYS 6'-8"
  C. FRONT DOOR - 8'-0" HEIGHT
- STAIRS - RISE - 7 3/4" MAX. TREADS - 10" MINIMUM PLUS 1" NOSING
- HANDRAILS SHALL BE TYPE II & HAVE A FINISHED RAILING HEIGHT OF 34"-38" ABOVE NOSING, AND DESIGNED FOR A CONCENTRATED LOAD IN ANY DIRECTION AT ANY POINT AT THE TOP, PER R301.5. NAILERS SHALL BE INSTALLED FOR ALL HANDRAILS
- GUARDRAILS SHALL HAVE FINISHED RAILING HEIGHT OF 37" ABOVE SUB-FLOOR, AND DESIGNED FOR A CONCENTRATED LOAD IN ANY DIRECTION AT ANY POINT AT THE TOP, PER R301.5. NAILERS SHALL BE INSTALLED FOR ALL GUARDRAILS

BORIS MUNOZ
Design - Construction - Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 497 - 3464

Client Information

TX STAR HOMES, LLC

222 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #:
23013.02

Issue Date:
07/ 27 / 2023

Drawn By:
BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
SECOND FLOOR PLAN

Plan:
3169

Sheet Number
A1.01

SCALE: 1/8" = 1'-0"

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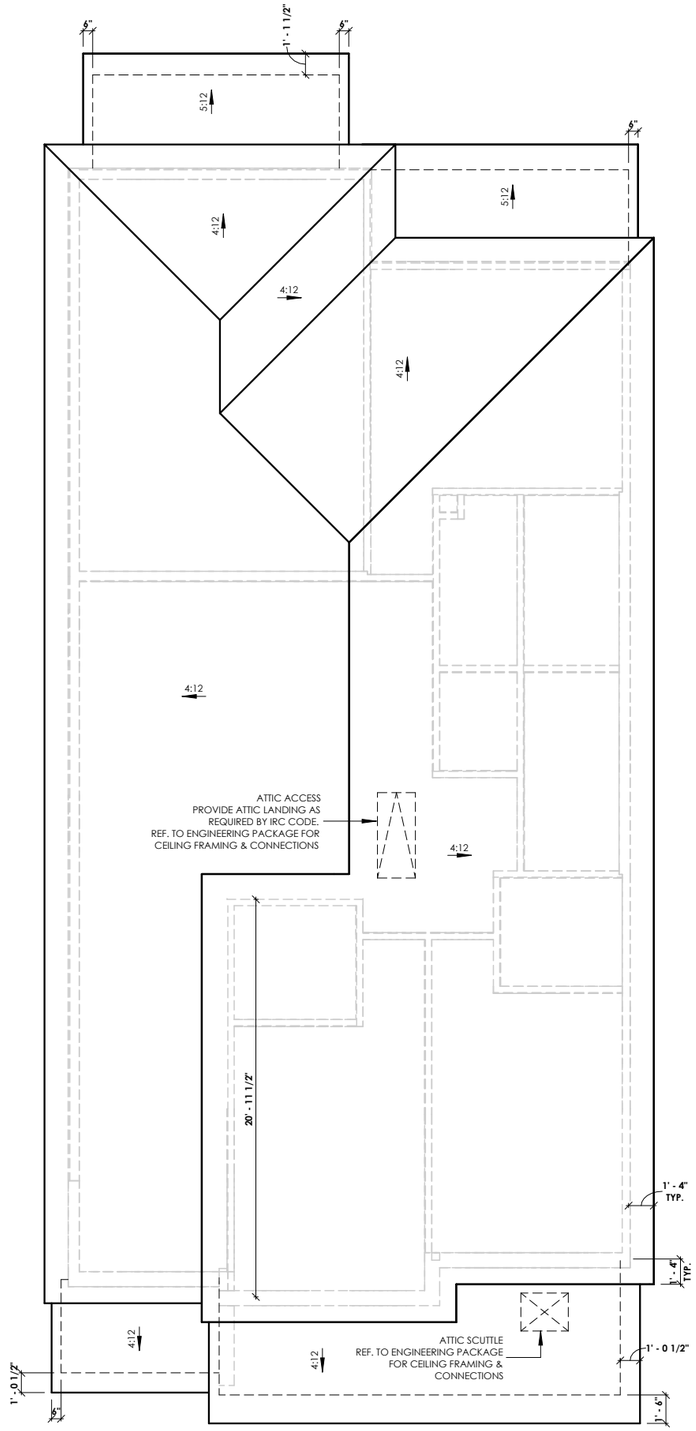
ENGLISH MEASUREMENTS ARE THE PREFERRED UNITS OF MEASURE. METRIC CONVERSIONS ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE FOR THE STRUCTURAL DESIGN AND ANY & ALL RESPONSIBILITY FOR ANY EFFECTIVE WINDBRACING AND CONSTRUCTION DESIGN FOR THIS PROJECT. IT IS QUITE OBVIOUS IS NOT TO BE USED FOR CONSTRUCTION.



ROOF PLAN

1/8" = 1'-0"

BORIS MUNOZ
Design · Construction · Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 407 - 3464

Client Information

TX STAR HOMES, LLC

222 E. PARK DRIVE
LITTLE ELM, TX 75068

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DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
ROOF PLAN

Plan:
3169

Sheet Number
A2.02

SCALE: 1/8" = 1'-0"

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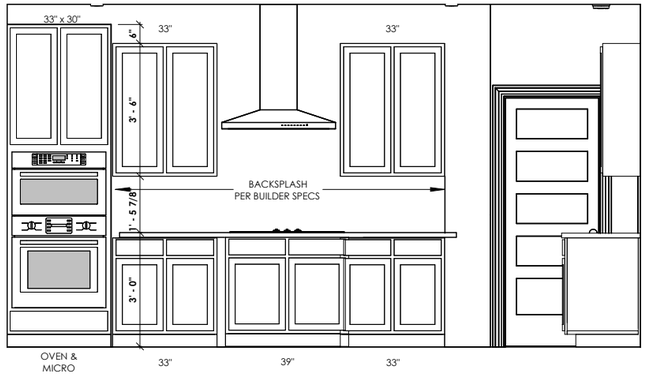
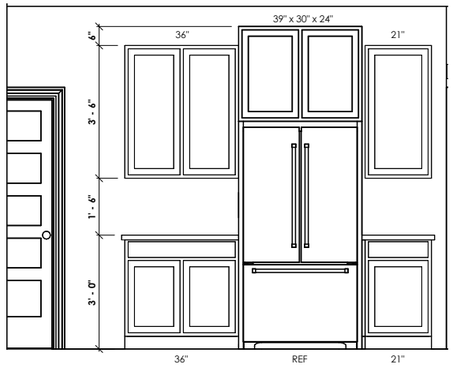
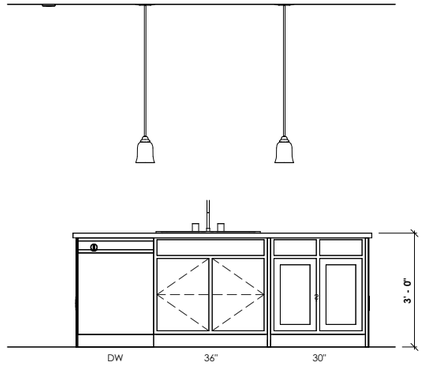


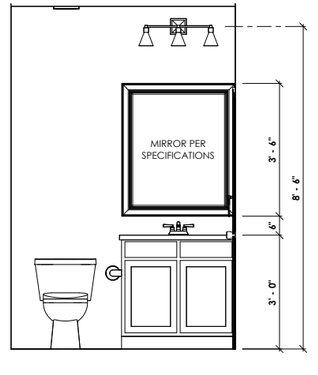
1 KITCHEN
1/4" = 1'-0"



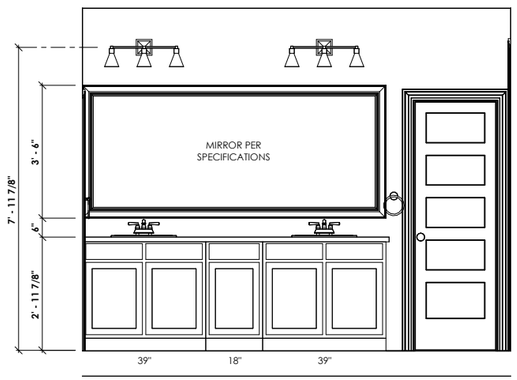
2 KITCHEN
1/4" = 1'-0"



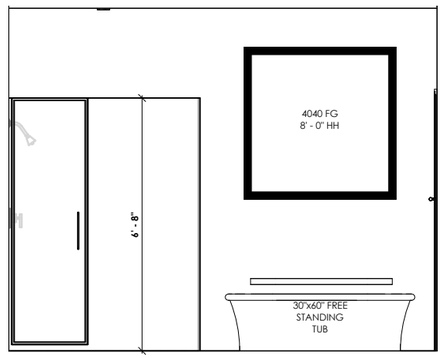
3 KITCHEN ISLAND
1/4" = 1'-0"



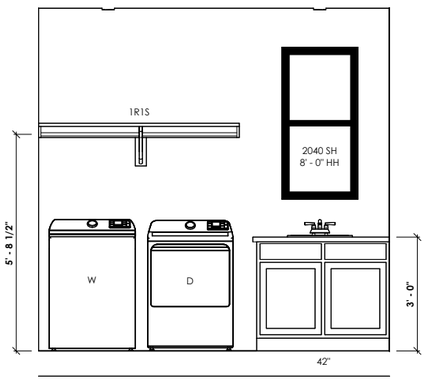
4 POWDER BATH
1/4" = 1'-0"



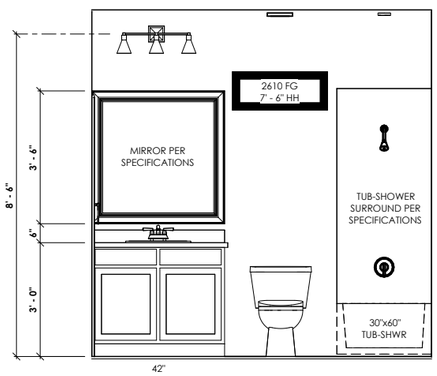
5 OWNERS BATH
1/4" = 1'-0"



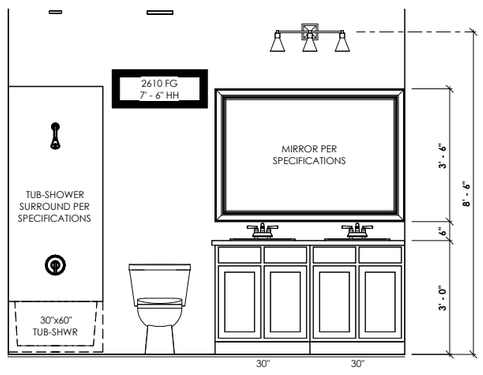
6 OWNERS BATH
1/4" = 1'-0"



7 LAUNDRY
1/4" = 1'-0"



8 BATH 2
1/4" = 1'-0"



9 BATH 3
1/4" = 1'-0"

BORIS MUNOZ
Design · Construction · Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 407 - 3464

Client Information

TX STAR HOMES, LLC

222 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #:
23013.02
Issue Date:
07/ 27 / 2023
Drawn By:
BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
INTERIOR ELEVATIONS

Plan:
3169

Sheet Number
A2.03

SCALE: 1/4" = 1'-0"

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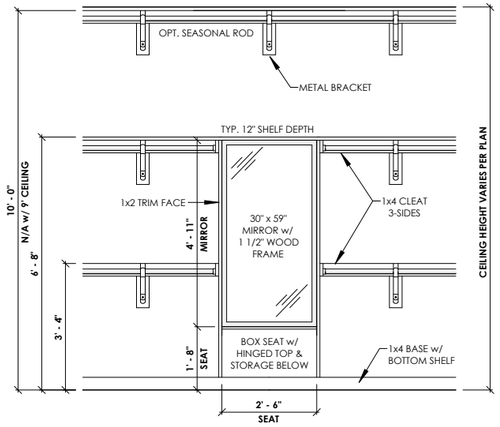
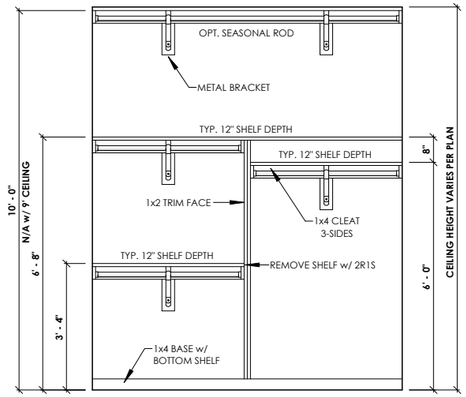
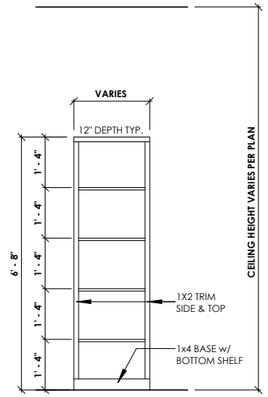
CLOSET BENCH w/ MIRROR



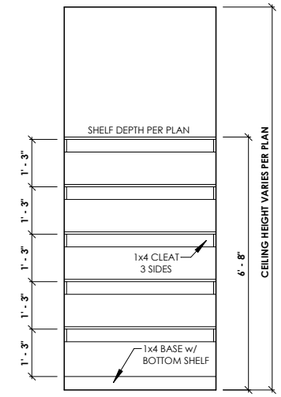
CLOSET ROD / SHELF



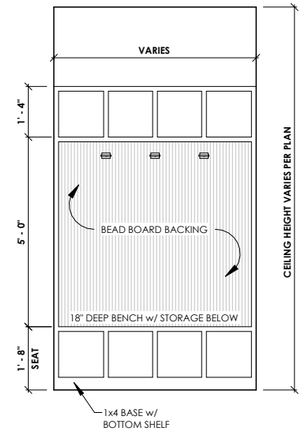
SHOE BOX

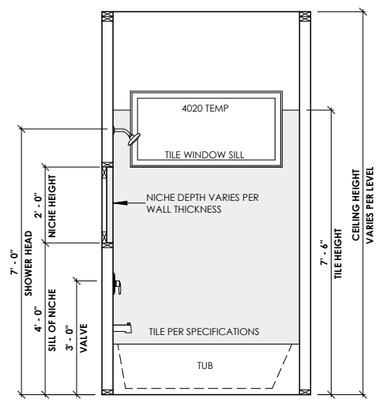


PANTRY/ LINEN



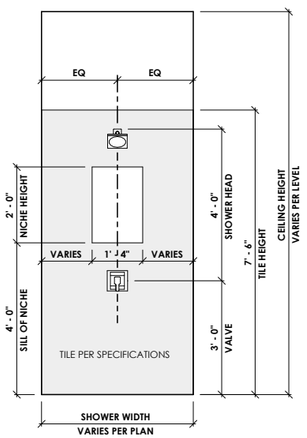
MUD BENCH





TYP. TUB/SHOWER W/ WINDOW

1/4" = 1'-0"



TYP. TUB/SHOWER NICHE

1/4" = 1'-0"

BORIS MUNOZ
Design · Construction · Remodel
EMAIL: BORISMUNOZ.DESIGN@OUTLOOK.COM
PHONE: 214 - 407 - 3464

Client Information

TX STAR HOMES, LLC

222 E. PARK DRIVE
LITTLE ELM, TX 75068

Project #:
23013.02
Issue Date:
07/ 27 / 2023
Drawn By:
BM

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
BATH / CLOSET GENERIC DETAILS

Plan:
3169

Sheet Number
D1.00

SCALE: 1/4" = 1'-0"

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From: Fanzz Kerami
To: Tilaa Chevremont
Cc: Amanda Black; Brian Sulkowski
Subject: Re: [EXTERNAL] 222 E Park Dr. LROD Review
Date: Monday, August 28, 2023 12:43:17 PM
Attachments: Inbe...Mail1_d_30.30.jpg
Screenshot 2023-08-24 at 3.54.52 PM.png
Screenshot 3975-56.54 at 4.16.57 PM.png

Hi,

Thank you for getting back with me, once approved do I need to send anything to city or will they be notified? I have already submitted for permit prior to sending it to you guys?

Here are the information you requested. Garage door will be steel, there will be a 6' wooden fence. updated plan and pictures are attached. Going with Carissa Hollys shrubs.
Gifts to street would be Modern design garage door with windows, coach lights and flagstone concrete steps.

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CAREERS

864138

Stone Lake
Blend
PWP886
Acme Brick - Perla West Gate Plant
Size
King
Texture
Heritage

On Aug 24, 2023, at 3:36 PM, Olga Chernomorets <OC@littleelm.org> wrote:

Good Afternoon,

The Lakefront Residential Overlay District Review Committee met this morning to go over your request and had a couple of comments that will need to be addressed prior to being able to approve the proposed designs. Please provide revised plans showing the requested information.

1. Provide brands and colors for all proposed materials. Provide real life sample images.
    a. Example.
        <image001.png>
2. Provide garage door material.
3. Identify the 2 gifts to the street that are being provided.
4. How are HVAC units, trash storage, and utility meters being concealed.
5. On the site plan show where the fence is going. Identify the fence details.
6. This lot is required to provide 1 shade tree in the front, one shade tree in the back, and one ornamental tree in the back. Please identify all locations, species, and caliper inches for trees and gallons or heights for shrubs (trees required at 4" caliper, 12' above ground level, shrubs required at 24" height)

Thank you.

<image004.jpg>

Olga Chernomorets, AICP
Managing Director of Planning Services
Town of Little Elm
(214) 975-0472
oc@littleelm.org
www.littleelm.org

Date:	10/17/2023
Agenda Item #:	4. E.
Department:	Public Works
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve an **Agreement with Freese and Nichols to Perform Engineering and Consulting Services Related to Compliance with the Texas Commission on Environmental Quality's Newly Adopted Lead and Copper Rule Revisions for Public Drinking Water Systems in an Amount not to Exceed $247,596.**

DESCRIPTION:

The U.S. Environmental Protection Agency (EPA) released the Lead and Copper Rule Revisions (LCRR) in January 2021, setting new standards regarding the removal of lead and high copper levels from drinking water. The Texas Commission on Environmental Quality (TCEQ) was delegated the task by the EPA to ensure water providers comply with the new regulations. The revision requires water providers to take action to protect customers from the health risks associated with lead and copper and comply with the new LCRR. The formal deadline to complete the assessment and submit it to the TCEQ is October 16, 2024.

As a reminder, the lead service line ban went into effect in 1986, and the original Lead and Copper Rule (LCR) went into effect in 1991. It's worth noting that the vast majority of our Town was built after 1986, when lead lines and lead solder were banned, reducing the likelihood of lead service lines.

Freese and Nichols have been selected to assist the Town in this effort and provide all the necessary documentation required for compliance with the TCEQ. To achieve compliance, a comprehensive process has been established, including:

- Data collection and risk analysis.
- Service line material inventory and field verification.
- Development of a sampling plan and preliminary sampling.
- Creation of a lead service line replacement plan.
- Implementation of public communication strategies.
- LCRR compliance and reporting.

Upon completion of the study and tests, we will identify any potential service lines installed prior to 1990 that may contain lead components. Any Town-owned service lines found to contain lead will be scheduled for replacement. Additionally, property owners with service lines containing lead will

receive annual notices, along with recommendations for service line replacement, until documentation is provided confirming the replacement of lead components in private service lines. This proactive approach ensures the safety of our drinking water and compliance with the LCRR.

BUDGET IMPACT:

Funds have been budgeted in the FY 2023-2024 from the Water-Wastewater fund in 62009 Professional Services as a supplemental package for $255,000.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

FNI Agreement

LCRR Compliance Study

Rev. 4/19

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by Town of Little Elm, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as **Lead and Copper Rule Revision Compliance Program-Ph2.**

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.

III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform Basic Services under this Agreement for a lump sum fee of $189,521.00 and Special Services for a lump sum fee of $58,075.00. Grand total under this Agreement shall be $247,596.00.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

By: _____

TREY SHANKS

Print Name and Title

Date: 9-29-2023

ATTEST: _____

Town of Little Elm

By: _____

Print Name and Title

Date: _____

ATTEST: _____

ATTACHMENT SC

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

The U.S. Environmental Protection Agency (EPA) released the long-awaited Lead and Copper Rule Revisions (LCRR) on January 15, 2021, setting new standards aimed at removing harmful levels of lead and copper from drinking water. More recently, the EPA delayed the LCRR's effective date to December 16, 2021, and the compliance date to October 16, 2024. This revision will require cities and other water utilities to take significant action to protect customers from the health risks associated with lead and copper and comply with the LCRR. The following program is proposed to support the Town of Little Elm (CLIENT) in their compliance with the recently revised Lead and Copper Rule.

FNI recommends achieving compliance through a systematic approach as follows:

- Initial Data Collection, Risk Analysis, and High-Level Communication Planning (Completed)
- Service Line Material Inventory and Field Verification
- Sampling Plan & Preliminary Sampling
- Lead Service Line Replacement Plan & Find-and-Fix Planning
- Public Communication
- LCRR Initial Compliance Documentation and Reporting

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task 1 Project Management

1.1 Project Kickoff Meeting

FNI will conduct a kickoff meeting with key project stakeholders to discuss the project approach, roles and deliverables.

1.2 Project Administration

Perform general administrative duties associated with the Project, including planning, progress monitoring and monthly progress reporting, scheduling, quality control/quality assurance, and invoicing for the Project. These duties include maintaining regular contact with the CLIENT to help meet the needs of the CLIENT in a timely manner and executing work in accordance with the work plan, budget, and schedule.

1.3 Project Coordination Meetings

Lead up to fourteen (14), virtual, one-hour coordination meetings, generally monthly, with the CLIENT's staff to facilitate the progress and completion of the project. Topics for each meeting will be identified in advance and related to the execution of Tasks 2 – 6 of this project.

At each meeting, FNI will be responsible for:

- Developing and distributing the agenda in advance of the meeting
- Moderating the discussion
- Distributing meeting minutes and action items

The CLIENT will be responsible for:

- Reviewing the agenda and securing the participation of relevant staff for each meeting
- Reviewing meeting minutes and providing timely feedback to FNI
- Addressing action items in a timely manner

Task 2 - Initial SLM Inventory

FNI will initiate the development of the SLM Inventory, in preparation for October 16, 2024, submission to the TCEQ.

2.1 GIS-based SLM Inventory (Required for Compliance)

FNI will develop an ESRI ArcGIS Online web map of the initial SLM inventory (point features representing CLIENT and Customer-side service line materials) based on the findings of previous LCRR Phase 1. The web map will include information on the private and CLIENT -owned portion of each service line, where available. Information from GIS will be exported and utilized to populate the TCEQ service line material inventory template. FNI will present the initial SLM inventory to the CLIENT as part of a project coordination meeting.

2.2 Field Inspection Mobile App

FNI will develop a mobile app based on ESRI GIS technology to support the CLIENT's field inventory efforts. The app will provide the CLIENT with the ability to document the location, material, and photos of each assessed meter box. The mobile app will be made available to CLIENT staff and will require an ArcGIS Online account for each user. Data from the mobile app will be directly connected through ArcGIS Online to the SLM Inventory web map.

2.3 Training of City Staff on Field Inspections

One requirement of LCRR is to continually update the inventory as line material is observed during routine maintenance activities. FNI will conduct one (1) training session for CLIENT to conduct field inspections of service lines using the mobile app. The field inspections will consist of a visual inspection of the public and private portions of the service from within the meter box. FNI will provide a procedure for the use of the SLM Mobile App.

2.4 FNI Ongoing Desktop and Field SLM Inspection Support

Through general project coordination meetings, FNI will provide updates regarding the FNI's progress in populating the inventory, provide guidance for ongoing desktop and field assessments, and adjust inventory targets as data is made available.

Task 2 Deliverables

- GIS-based SLM inventory
- Mobile app for SLM inventory field inspections

Task 3 – Sample Plan

FNI will update the CLIENT's water quality sampling plan based on relevant information available regarding known service line materials, EPA's tiered sampling structure and TCEQ instructions.

3.1 Sample Plan (Monitoring Plan) Update (Required for Compliance)

FNI will review the section of the CLIENT's existing sampling plan related to Lead and Copper Rule and update in accordance with LCRR and LCRI requirements.

Update of Lead and Copper Monitoring Section

Research will be conducted for the sites, as required, to confirm service line material and interior plumbing materials. FNI will recommend new or re-tiered sites based on the EPA's tiered site requirements, historic sample results, water usage, and the CLIENT's initial inventory results at the time of the plan development. One alternative site will be recommended for each draft sample site. The CLIENT will be responsible for field visits and public outreach to confirm interior plumbing materials, and the homeowners' willingness to participate in sampling. FNI will provide public outreach materials for this effort.

FNI will update the utility's sample plan with the new frequency of sampling, and materials to be provided to homeowners and/or sampling procedures.

Update of Water Quality Parameter Tap Monitoring Section

FNI will review and recommend sites for water quality parameter (WQP) monitoring which are be required in response to treatment changes, lead and copper trigger level and action level exceedances to meet the requirements of LCRR and LCRI, and to represent various sources and residence times within the distribution system.

FNI will update the utility's sampling plan with current frequency of sampling, sampling procedures, as required by the LCRR and LCRI. Instructions for the WQP monitoring required as part of "find and fix" assessments will be included in the plan update.

3.2 School and Childcare Sampling Plan (Required for Compliance)

Based on information available from State of Texas childcare facility and school databases, as well as information provided by the CLIENT, FNI will identify and quantify school and childcare facilities within the CLIENT's jurisdiction. FNI will develop a plan and schedule for sampling facilities.

FNI will develop a School and Childcare Sampling, including sections on the following:

1. Initial outreach to school system officials and other stakeholders

2. Communication with individual locations
3. Sampling responsibility
4. Materials to be provided to schools and/or sampling procedures
5. Laboratory method and reporting requirements
6. Data management
7. Response to elevated concentrations and general recommendations for remedial actions, such as signage, point-of-use filters, and fixture removal.

Task 3 Deliverables

- Updated Sample Plan
- School and Childcare Sampling Plan

Task 4 – Lead Service Line Replacement Plan and Mitigation

The following services will be provided as determined necessary by the results of earlier tasks. A lead service line replacement plan will be developed if lead, galvanized requiring replacement, or "lead status unknown" service lines are identified in the SLM Inventory, and the CLIENT does not anticipate removing them prior to the compliance deadline.

4.1 Lead Service Line Replacement Plan (Required for Compliance)

FNI will develop a Lead Service Line Replacement Plan that includes the components required by 40 CFR 141.84(b)(1) – (7), as listed below. FNI will coordinate with the CLIENT about approaches to update per requirements in the pending LCRI.

1. Document the strategy to determine the composition of "lead status unknown" service lines in the inventory.
2. Develop a procedure for conducting full LSL replacements.
3. Public communication approaches, including the plan for informing customers before a full or partial LSL replacement.
4. Determine the LSL replacement goal rate in the event that the lead level exceeds the Lead Trigger Level (10 µg/L).
5. Document the line flushing procedure for customers with LSLs.
6. Develop a strategy for prioritizing LSL replacement that targets known LSLs and considering disadvantaged consumers and populations most sensitive to the effects of lead.
7. Develop a funding strategy for LSL replacement that accommodates customers unable to pay for their portion of the replacement.

4.2 "Find and Fix" Procedure Planning

FNI will meet one (1) time with the CLIENT to discuss compliance with the Find and Fix requirements of the LCRR and LCRI. FNI will develop a workflow for implementation of the "Find and Fix" procedure including a flow chart and documentation on the following:

1. Roles and Internal communication, documentation, and reporting of sample results
2. Public communication
3. Follow-up lead and WQ sampling within the home and neighborhood

4. Tactics for assessing lead sources within the home
5. Interim and final mitigation alternatives
6. Target lead concentration goals (i.e., non-detect vs. below trigger level vs. below action level)
7. Communication with the TCEQ

Task 4 Deliverables

- EPA-required LSL Replacement Plan
- Find and Fix Procedures

Task 5 – Public Communication

FNI will coordinate with the CLIENT to develop communication materials to meet the public outreach requirements of LCRR and LCRI, and to assist the City with communication on LCRR topics.

5.1 FAQs and Website Materials

FNI will provide a series of topics and suggested messages to the CLIENT and their public communications team, and develop a standard FAQs sheet to unify the CLIENT's messaging on key LCRR topics such as:

1. Potential lead risks in drinking water related to lead piping,
2. The CLIENT's monitoring and compliance history,
3. LCRR updates to Lead regulations,
4. Service line material inventory,
5. Potential presence of lead materials in premise plumbing, and
6. School and Childcare monitoring.

FNI will recommend webpage content and coordinate with the CLIENT's website developer to create a webpage. The page will provide information from the developed FAQs and will include a placeholder for the public-facing inventory that will be required online by the compliance deadline.

5.2 Public-facing Inventory (Required for Compliance)

FNI will develop a web-map, and spreadsheet for non-computer users, to service as the public-facing inventory for the CLIENT. FNI present options to the CLIENT for displaying required information and review other suggested information the CLIENT may include to the public. FNI will incorporate CLIENT's feedback into a final web-map and spreadsheet.

5.3 Community Meeting Materials

FNI will provide a PowerPoint presentation, and 1-page hand out to support the CLIENT's communication with school boards, community open houses, and other entities.

5.4 Public Communication Reference Table and Templates

FNI will provide a reference table of public communication requirements within the LCRR and LCRI, including the required method, timing, and frequency of communication

required for each communication. Information will be organized into categories for ease of use, such as:

- Annual communication activities:
  - Service line material notification to connections with lead, GRR, and unknown materials, and
  - Public education materials to pre-2014 schools & childcare facilities.
- Notices of Monitoring Results. Public Educational Materials and Public Notices will be provided in English and, if requested, Spanish. Content will include the topics of:
  - Notification of sampling results to all homeowners participating in tap sampling,
  - Notification required following 90th Percentile Trigger Level, Action Level Exceedances, and
  - Notification required following single exceedances of the Action Level.
- Additional Notices for systems that have lead or potentially lead service lines:
  - Notification of disruptions to lead or potentially-lead service lines.
  - When applicable, notification to customers if the LSL replacement rate is not met.
  - Advance notification informing customers before a full or partial LSL replacement.

Task 5 Deliverables

- FAQs & Website Materials
- Public-facing SLM Inventory
- Community Meeting Materials
- Communication Templates and Summary of Requirements

Task 6 – LCRR Initial Compliance Documentation and Reporting (Required for Compliance)

FNI will prepare required compliance documentation in the format required by TCEQ for submission by the October 16, 2024, compliance deadline.

6.1 Final TCEQ SLM Inventory

FNI will populate the TCEQ SLM Inventory template with information developed in Tasks 1 and 2.

6.2 Final Water Quality Sampling Plan

FNI will document the Water Quality Sampling Plan in accordance with TCEQ requirements, based on information developed in Task 3.

6.3 Final LSL Replacement Plan

FNI will document the LSL Replacement Program Plan based on information developed in Task 4.

6.4 Draft LCRR Compliance Document Review

FNI will provide the Draft SLM Inventory, Draft Water Quality Sampling Plan, and Draft LSL Replacement Program Plan to the CLIENT for review and comment. FNI will meet up to two (2) times with the CLIENT to present and walk through each compliance documentation item and receive City feedback.

6.5 Final LCRR Compliance Documents

Upon receipt of final CLIENT feedback, FNI will prepare the Final SLM Inventory, Final Water Quality Sampling Plan, and Final LSL Replacement Plan for submission to TCEQ by the compliance deadline.

FNI will provide up to 40 hours of post-submittal coordination to respond to TCEQ requests and inquiries about the CLIENT's LCRR compliance submittal.

Task 6 Deliverables

- Final SLM Inventory (Agency + Public-Facing)
- Final Water Quality Sample Plan
- Final LSL Replacement Plan

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

SS.1 Additional Meter Box Inspections

FNI will coordinate and oversee up to 500-meter box inspections to document the lead status of each service line at the meter. The field inspections will consist of an inspection of the public and private portions of the service line. Identification methods such as scratch, magnet, and lead swab testing will be utilized as part of the field inspections.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services.

AS.1 Service Line Excavations away from the Meter Box

FNI will coordinate and oversee field inspections at a rate of $800 and $1400 per non-paved and paved location respectively, to document the lead status of each service line using excavation (potholing) to verify SL material further away from the meter box. The field inspections will consist of an inspection of the public and private portions of the service line. Identification methods such as scratch, magnet, and lead swab testing will be utilized as part of the field inspections.

AS.2 Customer Outreach to Support Field Inspections

FNI will coordinate with the CLIENT to identify customer connections for field inspections. FNI will develop template digital materials (e.g., doorhangers) for the CLIENT to notify property owners and occupants of the presence of field inspectors conducting field inspections, and as required, to request customer authorization of excavations on private property. FNI will provide materials including the GIS-based SLM Inventory, doorhangers, brochures, media kit for local news, and customer authorization forms. Training and Review of Desktop and Field SLM Inspections by CLIENT.

AS.3 TWDB LCRR Pre-Funding Application Support

The TWDB is expected to release a second round of funding in the spring of 2024. FNI will prepare a TWDB LCRR funding application for the CLIENT. FNI will review the methodology and draft application with the CLIENT at a project coordination meeting. FNI will finalize the application based on the CLIENT's feedback and coordinate with the CLIENT to submit the application to the TWDB by the annual deadline.

AS.4 TWDB Full Application & Closing Process Support

FNI will provide support to the CLIENT to develop and submit a full application and complete the closing process for TWDB funding. As a part of this Special Service FNI will:

- participate in a pre-application conference with the TWDB and the CLIENT,
- assist in the preparation of the application and submittal,
- assist with responses to TWDB requests for information during the TWDB Application Administrative and Technical Reviews,
- attend the TWDB Board meeting for funding commitment on behalf of the CLIENT, and
- provide input and guidance during the closing process, coordinating with the TWDB and the CLIENT.

AS.5 Preliminary Sampling (Optional for Compliance)

An approach for preliminary sampling ahead of compliance deadline will be recommended to observe the lead levels at the updated sites using updated sample methods as recommended in LCRR and LCRI. Lead tap samples will be conducted at up to 60 sites. Additionally, up to 10 sites will be samples for Water Quality Parameter analysis to assess corrosivity.

FNI will provide public outreach materials to explain the sampling event to customers. FNI will coordinate and provide sampling and analysis through a sub-contractor. [or Sampling and analysis will be provided and coordinated by CLIENT.] FNI will calculate the 90th percentile results of lead samples and will conduct a desktop assessment of corrosivity for each site with WQP data. FNI will review and present the results to the CLIENT during a progress meeting.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services per the following:

FNI recommends implementing the following schedule for the execution of this Scope of Services. Tasks 2, 3, 4, and 5 will be completed by August 15, 2023, to allow for preparation, review, finalization, and submittal of the compliance documents in Task 6. Task 6 will be completed in two (2) months and by the October 16, 2024 compliance deadline, except for the post-submittal TCEQ coordination assistance.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to execution of the Project.

C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.

E. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

F. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.

G. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Cody Collier

1600 Mark Tree Ln.

Little Elm, TX 75068

ccollier@littleelm.org

FNI's Designated Representative – Steven Rhodes

801 Cherry Street, Suite 2800

Fort Worth, TX 76102

210-298-3815

sdr@freese.com

FNI's Accounting Representative – Erin Westbrook

801 Cherry Street, Suite 2800

Fort Worth, TX 76102

817-735-7354

erin.westbrook@freese.com

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term City as used herein refers to the Town of Little Elm. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.

2. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.

3. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.

5. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by City and City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.

6. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

Commercial General Liability		**Workers' Compensation**
General Aggregate	$2,000,000	As required by Statute
Automobile Liability (Any Auto)		**Professional Liability**
CSL	$1,000,000	$3,000,000 Annual Aggregate

7. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal

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activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.

11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If City designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.

12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Owner is named as an indemnified party.

13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to CITY and in acceptance of the Services as satisfactory by the City. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

    If City fails to make any payment due FNI for services and expenses within 30 days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

15. **SUCCESSORS AND ASSIGNMENTS:** City and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of City and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

    Neither City nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

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Innovative approaches
Practical results
Outstanding service

LEAD AND COPPER RULE REVISION COMPLIANCE PROGRAM – PHASE 1: INITIAL RISK AND RESOURCE SCREENING REPORT

Prepared for:

Town of Little Elm

August 2023

Prepared by:

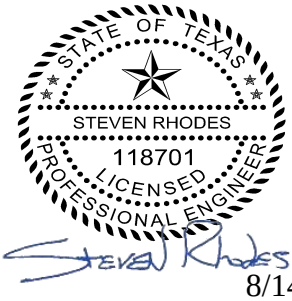
FREESE AND NICHOLS, INC.
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
817-735-7300

Innovative approaches
Practical results
Outstanding service

LEAD AND COPPER RULE REVISION COMPLIANCE PROGRAM – PHASE 1: INITIAL RISK AND RESOURCE SCREENING REPORT

Prepared for:

Town of Little Elm



8/14/2023

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Prepared by:

FREESE AND NICHOLS, INC.
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
817-735-7300

LTE22860

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Appendices

Appendix A New Sources, Treatment and Evaluating Corrosivity from the TCEQ
Appendix B Model Input and Output of Corrosivity Indices for Each Entry Point

List of Abbreviations

Abbreviation	Actual
AI	Aggressiveness Index
AL	Action Level
ARPA	American Rescue Plan Act
AWWA	American Water Works Association
°C	Degrees Celsius
C	Corrosive
CAS	Customer Account Services
CCPP	Calcium Carbonate Precipitation Potential
CCS	Corrosion Control Study
CCT	Corrosion Control Treatment
CDBG	Community Development Block Grant
CSMR	Chloride-to-Sulfate Mass Ratio
DENTON CAD	Denton County Appraisal District
Dfund	Texas Water Development Fund
DWSRF	Drinking Water State Revolving Fund
EDA	Economic Development Administration
EP	Entry Point
EPA	Environmental Protection Agency
FAQ	Frequently Asked Questions
FNI	Freese and Nichols, Inc.
GIS	Geographic Information System
HUD	U.S. Department of Housing and Urban Development
LCRI	Lead and Copper Rule Improvement
LCRR	Lead and Copper Rule Revision
LSI	Langelier Saturation Index
LSL	Lead Service Line
LSLR	Lead Service Line Replacement
MFR	Multi-Family Residences
mg/L	Milligram per Liter
NC	Non-corrosive
NEPA	National Environmental Policy Act
OB-GYN	Obstetricians and Gynecologists
P90	90th Percentile
PQL	Practical Quantitation Limit
PWP	Public Works Program
RCAD	Rockwall County Appraisal District
RSI	Ryznar Stability Index
SC	Slightly Corrosive
SDWA	Safe Drinking Water Act
SFS	Single-family structures
SOP	Standard Operating Procedure
SRF	State Revolving Fund
TCEQ	Texas Commission on Environmental Quality
TL	Trigger Level
µg/L	Microgram per Liter

Abbreviation	Actual
WIFIA	Water Infrastructure Finance Innovation Act
WIIN Act	Water Infrastructure Improvements for the Nation Act
WQ	Water Quality
WTP	Water Treatment Plant

EXECUTIVE SUMMARY

The U.S. Environmental Protection Agency (EPA) released the long-awaited Lead and Copper Rule Revisions (LCRR) on January 15, 2021, setting new standards aimed at removing harmful levels of lead from drinking water. On December 16, 2021, the LCRR went into effect with the compliance date set to October 16, 2024. Meanwhile, the EPA also announced that it intends to develop a follow-on rule, the Lead and Copper Rule Improvement (LCRI), before October 2024 to strengthen various requirements in LCRR. While the LCRI will make additional improvements to the LCRR, it is not expected to change the requirement for water systems to submit their initial lead service line inventories to the Texas Commission on Environmental Quality (TCEQ) by October 16, 2024. The TCEQ has provided guidance on how the inventory should be submitted and provided a spreadsheet template for municipalities to utilize.

ES-1. RISK ASSESSMENT

A brief, planning-level risk assessment was conducted as part of this report to better understand the likelihood that lead service lines (LSLs) will be identified within the distribution system and if lead concentrations are expected to increase above the currently proposed Action Level (AL, 15 µg/L based on the 90th percentile concentration) or the Trigger Level (TL, 10 µg/L based on the 90th percentile concentration) in regulatory samples.

Historical Lead Sample Results – At the time of writing this report, the Town of Little Elm (Town) had 13,932 service connections per the publicly available database on "Texas Drinking Water Watch". In 2010, the Town had a single sample exceeding the AL; however, the overall system 90th percentile was still below the Practical Quantitation Limit (PQL, 5 µg/L). If the Town exceeds the AL for individual samples in the future, the LCRR requires the City to develop and implement a "Find and Fix" program to identify and resolve the issue of high lead concentrations. Out of the 180 samples collected between 2007 and 2022, one sample was above the AL and TL (less than 1%), and five samples were above the PQL. The overall system 90th percentile was highest in 2007 and 2010 in the dataset analyzed; however, it was still below PQL for all sampling events. Current sampling results do not suggest an extensive lead issue at existing sample locations. It is possible this may change based on modifications to the lead sampling program required by the LCRR which includes modifications to the materials and methods to test for lead, as described in **Section 2.3**. The Town will need to develop and implement a "Find and Fix" program in the event another individual AL exceedance occurs.

Corrosivity Overview and Current Corrosion Treatment – The Town provided monthly mineral analysis results from December 2021 to December 2022 from the primary source of the Town's water, the North Texas Municipal Water District (NTMWD) Wylie Water Treatment Plant (WTP). The ten sampling events from December 2021 to December 2022 were used as the model inputs for calculating corrosivity indices to represent the Town's typical drinking water tap sample. Based on the sampling results from the NTMWD Wylie WTP and TCEQ's scoring guideline, the water upstream of the Town's distribution system ranges from slightly corrosive to corrosive. Samplings from August 2022 through September 2022 were determined to have a corrosive classification per TCEQ's scoring guideline. The slightly lower pH (pH < 7.7) may be the reason for this classification. However, these results should only be viewed as a snapshot at the water treatment plant and do not consider water quality variations that may occur with time and movement as the water travels from the treatment plant and throughout the distribution system. A comprehensive water corrosivity evaluation of the Town's finished water quality is beyond the scope of this report but would provide the Town with additional insight on variations in water quality.

Potential Risk of Lead Service Line Existence – The risk of encountering LSLs or galvanized lines requiring replacement increases in areas of the Town with service lines installed before the use of lead was prohibited by the 1989 federal lead ban. The Town does not maintain information on the age or material of the publicly or privately owned portion of the service lines. However, it was assumed that the service line install date was equivalent to the building construction date, which is available from the Denton County Appraisal District (Denton CAD). Based on a review of the Denton CAD parcel information, approximately 11,979 parcels are within the Town's operational limits. Of these approximately 305 (2.5%) parcels were constructed before the 1989 lead ban. Out of the 842 (7%) parcels that are missing construction dates, 750 parcels (6.2% of total) are greenbelt, flood elevation or undeveloped parcels and the Town should verify that no service lines exist in these parcels. 92 (0.8% of total) parcels are missing construction dates and have some form of development on them. While this estimate in no way suggests that all or any of these service lines contain lead, it does provide a sense of the level of effort required to build a comprehensive service line inventory, should the Town choose to field-verify all service lines designated as lead status unknown. As part of the resource assessment, FNI reviewed as-built plans and town permitting records to determine if these data sources contained service line material information.

ES-2. RESOURCES ASSESSMENT

Freese and Nichols, Inc. (FNI) collected and evaluated data and records that may be useful in complying with the LCRR, to the development of the service line inventory. The LCRR requires that all public water

systems develop an inventory of all service lines within their system by the compliance date. As part of the resource assessment, the Town's water main GIS layer and a sample of the Town's as-built plans and permit records were reviewed to determine if these data sources contained service line material information. Based on the data review, it was determined that the permit records data didn't contain sufficient information to identify the material of the property's service line. The as-built plans did contain material information for the publicly owned portion of the service line. It's important to note that not every as-built plan set that was reviewed contained service line material information and the presence of this information can only be determined through a manual review process. The resources available to the Town should be considered to maximize the desktop assessment and to minimize field inspections.

ES-3. COMPLIANCE BUDGET AND SCHEDULE

The primary focus of this report is to outline the cost and compliance schedule due date of **October 16, 2024**. The costs are meant to provide an order of magnitude for planning purposes only. Actual costs may vary depending on final regulatory decisions by the EPA and TCEQ, changes to the LCRR via the LCRI, and the Town's determination of the optimal program for compliance, risk management and public welfare. Opportunities for optimizing the recommended budget exist, such as reducing the magnitude of certain activities and deferring certain tasks to future years to accommodate budget limitations. Other costs, especially those presented in Phase 5, may not be necessary and may be avoided by the Town. The estimated order of magnitude of the costs recommended for planning purposes for Phases 1 through 5 are summarized in **Table ES-1.** Costs are presented in 2023 dollars and do not include inflation.

Table ES-1: Planning Level Compliance Costs by Fiscal Year with Hypothetical LSL Replacement Enforcement

Task	Planning Level Budget			
	FY 2022 - 2023	FY 2023 - 2024	FY 2024 - 2025	FY 2025 - 2026
Phase 1 - 5 LCRR Compliance	**$48,804**	**$302,500**	--	--
LCRR Compliance Subtotal	**$351,304**			
Hypothetical LSL Replacement Enforcement	--	--	$225,000	$225,000
Hypothetical LSL Replacement Enforcement Subtotal	**$450,000**			
LCRR Compliance with Hypothetical LSL Replacement Enforcement	**$801,304**			

ES-4. RECOMMENDED FUNDING OPPORTUNITIES

Government funding mechanisms are essential for water systems to identify and reduce/eliminate lead and copper from drinking water. In Texas, there are five existing funding programs to help identify and

replace lead and copper water components: three existing low-interest loan programs and two existing grant programs that can fund the identification, planning, design and construction of projects to help systems meet LCRR requirements.

In March 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law providing $350 billion for eligible state, local, territorial and Tribal governments to respond to the COVID-19 emergency and bring back jobs. The U.S. Treasury administers this direct allocation program delivering funds, among other things, to provide investment in water and sewer infrastructure which includes compliance with the LCRR.

More recently, Congress passed an infrastructure bill (Infrastructure Investment & Jobs Act (H.R. 3684)) in the fall of 2021. Among other provisions, the bill will provide $15 billion in loans and grants through the Drinking Water State Revolving Fund (DWSRF) for lead service line replacement. The Budget Reconciliation package includes an additional $9 billion for lead service lines through non-state revolving fund grant programs.

1.0 INTRODUCTION

The U.S. Environmental Protection Agency (EPA) released the long-awaited Lead and Copper Rule Revisions (LCRR) on January 15, 2021, setting new standards aimed at removing harmful levels of lead from drinking water. In June 2021, the EPA delayed the LCRR's effective date to December 16, 2021, and the compliance date to October 16, 2024. This rule revision will require community water systems (CWSs) and non-transient non-community water systems (NTNCWSs) to take significant action to protect customers from the health risks associated with lead and comply with the LCRR. **Table 1-1** describes major changes in six key areas. A list of abbreviations used throughout this report are provided in the report index. Major changes within the LCRR are primarily focused on lead and not copper; therefore, the focus of this report will be on lead compliance.

Table 1-1: Key Requirements of the LCRR

Key Requirements of the LCRR	Additional Details
All public water systems will be required to:	
Lead Service Line Inventory	Develop and publish an inventory of all service connections, categorizing the service line material used on both the public and private side of the meter.
Public Communication	Enhance communication with the public and provide educational materials to schools, childcare facilities, obstetrics, and gynecology (OB-GYN) centers, and other healthcare facilities under various situations.
Water Quality Sampling	Update sampling procedures and sampling sites based on revised requirements.
"Find and Fix" Initiative	Find and address lead-contributing sources within any individual home with a detected lead concentration above 15 µg/L.
Depending on the compliance sampling results and the existence of lead service lines, some public water systems will have to:	
Lead Service Line Replacement (LSLR)	Develop and implement an LSLR plan.
Corrosion Control Studies (CCS) and Treatment	Optimize Corrosion Control Treatment (CCT), possibly including pipe loop studies.

On December 16, 2021, the LCRR went into effect with the compliance date of October 16, 2024. Meanwhile, the EPA also announced that it intends to develop a follow-on rule, the Lead and Copper Rule Improvement (LCRI), before October 2024 (latest communication with EPA indicated summer 2024) to

strengthen various requirements in the LCRR. While the LCRI will make additional improvements to the LCRR, it is not expected to change the requirement for water systems to submit their initial lead service line inventories to the Texas Commission on Environmental Quality (TCEQ) by October 16, 2024. The TCEQ may also negotiate changes with the EPA as to how Texas will enforce changes to the rule because of the LCRI. For the purpose of this report, Freese and Nichols, Inc. (FNI) assumes that the Town of Little Elm (Town) will need to be in compliance with all requirements of the LCRR by October 16, 2024. However, the recommended approach and schedule may be subject to change pending any additional rule changes to the LCRR via the LCRI.

The goal of Phase 1 is to assess the effort required by the Town to comply with the LCRR. The level of effort required for compliance will be related to the probability of lead service lines (LSLs) within the municipality and resources available to the municipality. Resources may include records and information on service line materials, funding, and staff availability for required compliance activities.

Future phases are categorized into four phases that will be discussed in **Section 4.0**:

- Phase 2 – Initial Service Line Inventory Development
- Phase 3 – Service Line Inventory Completion and Field Inspections
- Phase 4 – Sample Plan Update, Preliminary Sampling and Other Compliance Preparations
- Phase 5 – Lead Service Line Replacement Planning and Mitigation

This report concludes with a summary of resource requirements, a planning-level budget, and a proposed compliance schedule.

2.0 RISK ASSESSMENT

Certain compliance activities, such as implementing a Lead Service Line Replacement (LSLR) plan, are only required if a public water system has known LSLs, galvanized service lines downstream of LSLs, service lines with lead status unknown, or detects certain concentrations of lead as part of regulatory sampling. When estimating the future effort associated with LCRR compliance, it is important to understand the risk of encountering these conditions. A brief, planning-level risk assessment was conducted as part of this report to better understand the likelihood of LSLs in the distribution system and whether lead concentrations will increase above the Action Level (AL, 15 µg/L) or the Trigger Level (TL, 10 µg/L) based on the 90th percentile concentration in regulatory samples.

2.1 HISTORICAL LEAD SAMPLE RESULTS

Figure 2-1 illustrates the Town's existing water system with the location of the historical and existing lead and copper sampling sites. Historical lead sample results, sample site information, and sampling instructions were reviewed to generally assess the Town's proximity to the future AL, TL and Practical Quantitation Level (PQL). The PQL (5 µg/L based on the overall system 90th percentile concentration) is an important criterion for reduced monitoring frequency, and the state regulators have been given the flexibility in the LCRR to require public water systems serving 50,000 or more people to update its Corrosion Control Study (CCS) to optimize their Corrosion Control Treatment (CCT) if the 90th percentile lead value is above the PQL. **Figure 2-2** shows the systemwide 90th percentile values for lead sampling from 2007 to 2022 and their relation to the PQL, TL and AL. This sampling data was taken from the "Texas Drinking Water Watch". The historical 90th percentile results are compared against the future AL (15 µg/L), TL (10 µg/L) and PQL (5 µg/L). **Table 2-1** shows the number of Individual Lead AL, TL and PQL exceedances for the city between 2007 and 2022.

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FIGURE 2-1
CITY OF LITTLE ELM
LEAD AND COPPER SAMPLING SITES

LEGEND

Sampling Sites
- Tier 1 (30)
- Tier 3 (27)
- Inactive (4)

Operational Area
- Lower
- Upper
- West

- Streams
- Lakes
- City Limits

LITTLE ELM

FREESE AND NICHOLS

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SCALE IN FEET

Figure 2-2: Historical P90 for Town Lead Samples

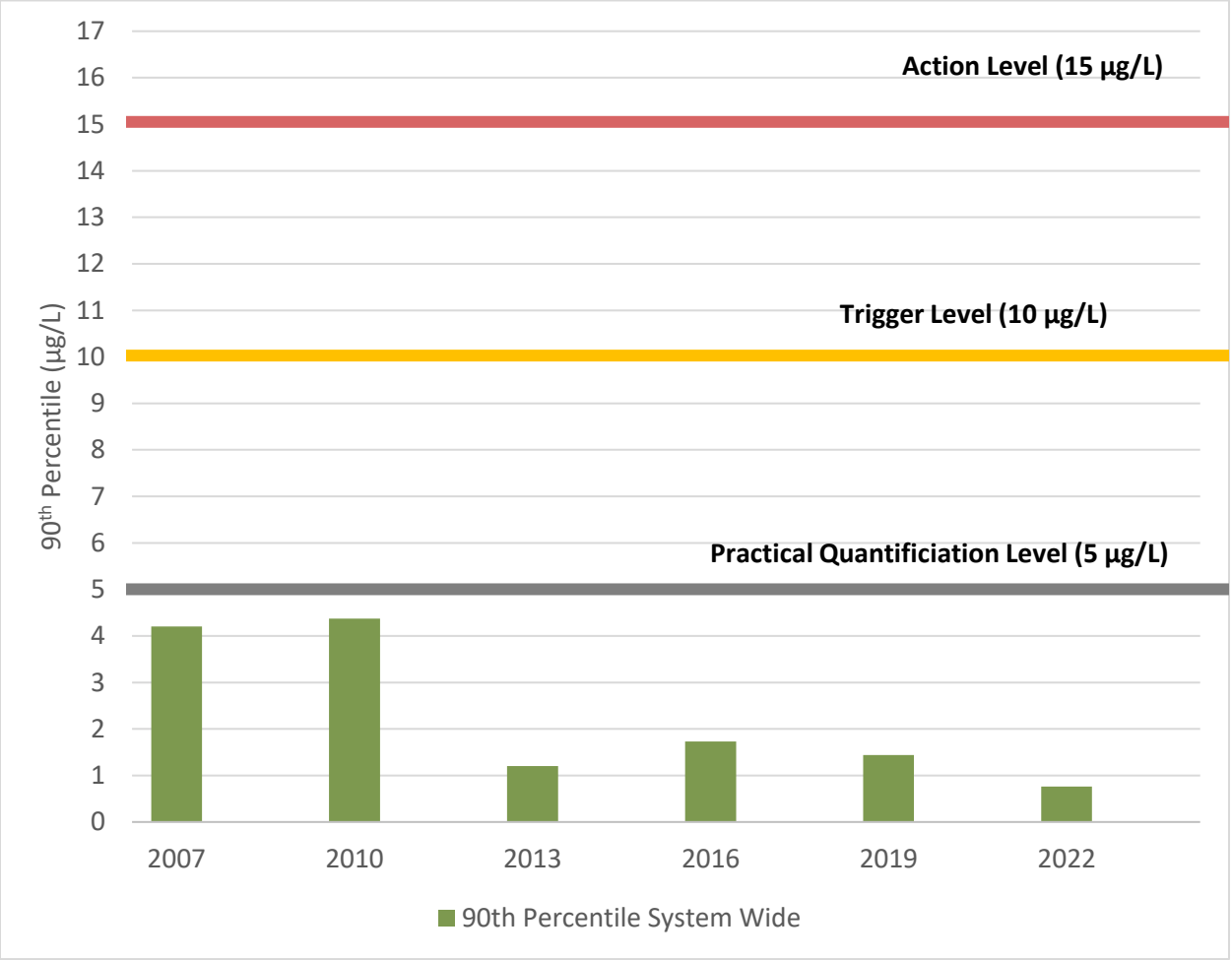


Table 2-1 Number of Individual Lead AL, TL and PQL Exceedances from 2007-2022

Year	Number of AL Exceedances	Number of TL Exceedances	Number of PQL Exceedances
2007	0 (0 out of 30; 0%)	0 (0 out of 30; 0%)	1 (1 out of 30; 3.33%)
2010	1 (1 out of 30; 3.33%)	1 (1 out of 30; 3.33%)	2 (2 out of 30; 6.67%)
2013	0 (0 out of 30; 0%)	0 (0 out of 30; 0%)	1 (1 out of 30; 3.33%)
2016	0 (0 out of 30; 0%)	0 (0 out of 30; 0%)	1 (1 out of 30; 3.33%)
2019	0 (0 out of 30; 0%)	0 (0 out of 30; 0%)	0 (0 out of 30; 0%)
2022	0 (0 out of 30; 0%)	0 (0 out of 30; 0%)	0 (0 out of 30; 0%)
Total (2007 – 2022)	1 (1 out of 180; 0.56%)	1 (1 out of 180; 0.56%)	5 (5 out of 180; 2.78%)

Current sampling results do not suggest an extensive lead issue at existing sample locations. It is possible this may change based on modifications to the lead sampling program required by the LCRR which includes modifications to the materials and methods to test for lead, as described in **Section 2.3**. The Town will need to develop and implement a "Find and Fix" program in the event another individual AL exceedance occurs.

2.2 EXISTING SAMPLE PRACTICES VERSUS FUTURE REQUIREMENTS

The EPA has made several changes to the criteria for tap sampling to perform lead testing at more vulnerable locations that are expected to have higher levels of lead in drinking water. **Table 2-2** describes the major changes to tap samplings included in the LCRR. A comparison of the current and proposed tier structure is given in **Table 2-3**. Understanding these changes is important because of the actions required if the TL or AL is exceeded and the possibility of higher lead concentration detection within the system once the changes are implemented.

Table 2-2: Changes to Sampling Requirements by the LCRR

Area of Change	Description
Sampling Tier Structure	The proposed sampling tier specifically targets structures with LSLs. Details of the new tier system are discussed in Table 2-3.
Sampling Procedure	The new sampling procedures require the use of wide mouth bottles to collect the samples and require the fifth liter of water from the tap to be tested for lead. Pre-stagnation flushing or cleaning/removal of faucet aerators is prohibited.
Annual Sampling at Schools and Childcare Facilities	The LCRR requires all childcare facilities and elementary schools to be sampled in five years, at a rate of 20% of primary schools and childcare facilities per year. (During those five years, secondary schools must be sampled upon request.) After the first round of mandatory elementary school testing, elementary schools and childcare facilities must be sampled upon request.

Table 2-3: Comparison of Current and Proposed LCR Tier Structures

	Current LCR[1]	Proposed LCR
Tier 1	A single-family structure (SFS) that contains lead pipes or is served by LSLs, or an SFS that contains copper pipes with lead solder installed after 1982 but before the Safe Drinking Water Act (SDWA) lead ban in 1988.	Collect samples from SFSs served by known LSLs. Samples may be collected from MFRs if they represent at least 20% of structures served by the water system.
Tier 2	A building or multi-family residence (MFR) that contains lead pipes or is served by LSLs, or a building or MFR that contains copper pipes with lead solder installed after 1982 but before the SDWA lead ban in 1988. A school or childcare facility that contains lead pipes or is served by an LSL, or a school or childcare facility that contains copper pipes with lead solder installed after 1982 but before the SDWA lead ban in 1988.	Collect samples from buildings and MFRs served by LSLs.
Tier 3	SFSs that contain copper pipes with lead solder installed before 1983.	Collect samples from SFSs with galvanized service lines downstream of an LSL, currently or in the past or known to be downstream of a lead connector.
Tier 4	N/A	Collect samples from SFSs with copper pipes with lead solder installed before the effective date of the state's lead ban.
Representative Sites (Current LCR) Tier 5 (Proposed LCR)	Collect samples from sites where the plumbing is similar to that used at other sites served by the water system.	Collect samples from sites where the plumbing is similar to that used at other sites served by the water system.

[1] Referenced from TCEQ-20467(a) (Rev 05-01-17)

2.3 CORROSIVITY OVERVIEW AND CURRENT CORROSION TREATMENT

The corrosivity and current CCT of the Town's drinking water is another area of potential risk of future LCRR compliance and was briefly assessed through a preliminary desktop analysis of recent water quality sampling of the Town's entry points. The Town receives treated water from the North Texas Municipal Water District (NTMWD), which enters the Town's distribution system at the Mansell Pump Station. At the time of writing this report, the Town serves a population of 41,796 per the publicly available database on "Texas Drinking Water Watch". The TCEQ has been given the flexibility in the LCRR to require public water systems serving less than 50,000 people to conduct a Corrosion Control Treatment Study (CSS) if the 90th percentile lead value is above the 10 µg/L TL and below the 15 µg/L AL. While the Town purchases water from NTMWD and currently does not perform CCT on its own, the LCCR now allows the state to request that the Town performs a CSS at the entry point to the water distribution system if the P90 lead concentrations exceed the 10 µg/L TL. Furthermore, if the 90th percentile lead value is greater than the 15 µg/L AL, then systems such as Little Elm's without CCT will be required to perform a complete CCT installation regardless of subsequent testing levels.

The method used by the TCEQ to evaluate the corrosivity of the water is outlined in a presentation titled "New Sources, Treatment and Evaluating Corrosivity," dated August 5, 2020 (included in **Appendix A**). **Table 2-4** summarizes the five indices used by the TCEQ to evaluate corrosivity and the designations given to the calculated values of those indices. The TCEQ guidance also outlines how these indices are used to determine the corrosivity of the water:

- Three or more indices rated "C" – Corrosive (red)
- Three indices rated "SC" under 25°C – Slightly Corrosive (yellow)
- Four total indices rated "C" and "SC" – Slightly Corrosive (yellow)
- Otherwise, Non-Corrosive (green)

Table 2-4: TCEQ Corrosivity Indices

Corrosivity Index	Non-Corrosive (NC)	Slightly Corrosive (SC)	Corrosive (C)
Langelier Saturation Index (LSI)	> -0.25	-1 < LSI < 0.25	< -1.0
Ryznar Stability Index (RSI)	< 7	7 < RSI < 8.5	> 8.5
Aggressiveness Index (AI)	> 12	10 < AI < 12	< 10
Calcium Carbonate Precipitation Potential (CCPP)	> 0.0	-3 < CCPP < 0	< -3.0
Chloride-to-Sulfate Mass Ratio (CSMR)	< 0.2	0.2 < CSMR < 0.5	> 0.5 (if TALK < 50) [1]

[1] TALK is total alkalinity. If the CSMR is > 0.5 but the TALK is > 50, then the classification would be SC.

Water quality parameter testing results at the Town's entry point is the best representation of the water quality in the Town's distribution system, however, the Town currently does not sample these water quality parameters at its entry points. Therefore, data was extracted from the monthly water quality reports reported from the Wylie WTP from December 2021 to December 2022 and used as the model inputs for calculating corrosivity indices to represent the Town's typical drinking water tap sample. **Table 2-5** summarizes both the model input and the output TCEQ corrosivity grade. The corrosion indices for each location led to the corrosion grade provided in **Appendix B**.

Based on the sampling results from the NTMWD Wylie WTP and TCEQ's scoring guideline, the water upstream of the Town's distribution system ranges from slightly corrosive to corrosive. Samplings from August 2022 through September 2022 were determined to have a corrosive classification per TCEQ's scoring guideline. This is not an indication that NTMWD is supplying corrosive water to the Town of Little Elm due to the conservative nature of this model. The slightly lower pH (pH < 7.7) may be the reason for this classification. However, these results should only be viewed as a snapshot at the water treatment plant and do not consider water quality variations that may occur with time and movement as the water travels from the treatment plant and throughout the distribution system. The water quality data utilized for the model is an average monthly data; therefore, the ions present in the water are unbalanced. This is not an exact representation of water quality. A comprehensive water corrosivity evaluation of the Town's finished water quality is beyond the scope of this report but would provide the Town with additional insight on variations in water quality.

Table 2-5: Model Inputs and TCEQ Corrosivity Grade
(NTMWD Wylie WTP from December 2021 – December 2022)

Date	TDS (mg/L)	pH (S.U.)	Total Alkalinity (mg-CaCO3/L)	Calcium (mg-CaCO3/L)	Chloride (mg/L)	Sulfate (mg/L)	TCEQ Grade
Dec-21	290	8.27	87	47.3	31.9	91.1	Slightly Corrosive
Jan-22	301	8.26	101	50.5	33.3	94.4	Slightly Corrosive
Feb-22	327	8.22	107	54.5	33.4	103	Slightly Corrosive
Mar-22	364	8.26	111	60.2	37	127	Slightly Corrosive
Apr-22	370	8.28	116	53.7	108	111	Slightly Corrosive
May-22	454	8.26	113	59.8	83.9	138	Slightly Corrosive
Jun-22	380	8.28	96	47.8	65.5	114	Slightly Corrosive
Jul-22	344	7.96	83.5	36.6	63.9	107	Slightly Corrosive
Aug-22	382	7.96	79.2	36.9	70.5	112	Corrosive
Sep-22	416	8.03	77	35.1	85.8	127	Corrosive
Oct-22	413	8.06	80.2	37.1	76.7	114	Slightly Corrosive
Nov-22	451	8.1	85.8	47.6	94.4	132	Slightly Corrosive
Dec-22	418	8.19	89.3	45	88.8	143	Slightly Corrosive

The CSMR parameter for the 13 sampling dates were categorized as slightly corrosive, while two were categorized as corrosive. The TCEQ also prepared a separate reference figure (as shown on **Figure 2-3**) to emphasize the importance of the CSMR parameter. Extensive research and real-world case studies at various water utilities suggest a strong relationship between higher lead concentrations and higher CSMR. Chloride and sulfate sampling from the sampling results at the NTMWD Wylie WTP from December 2021 to December 2022 and their associated CSMRs are summarized in **Table 2-6**.

Figure 2-3: Level of Lead Corrosion Concern Relative to CSMR*

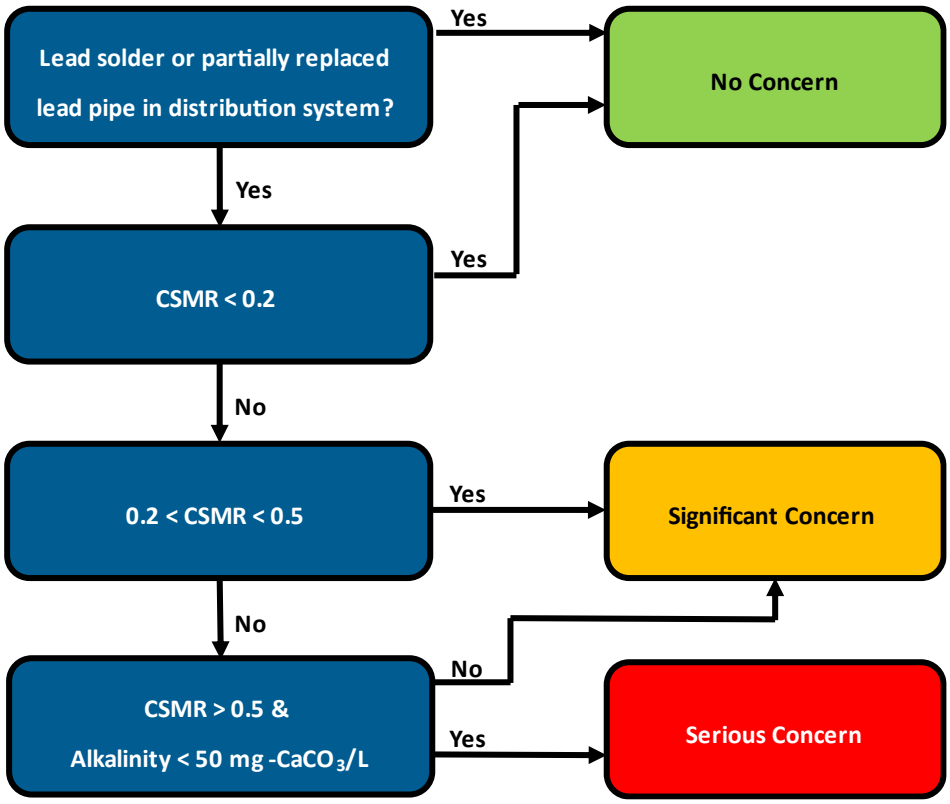


Table 2-6: CSMR Results from Recent Sampling

Sampling Date	Alkalinity (mg-$CaCO^3$/L)	Chloride (mg/L)	Sulfate (mg/L)	CSMR
Dec-21	87	31.9	91.1	0.35
Jan-22	101	33.3	94.4	0.35
Feb-22	107	33.4	103	0.32
Mar-22	111	37	127	0.29
Apr-22	116	108	111	0.97
May-22	113	83.9	138	0.61
Jun-22	96	65.5	114	0.57
Jul-22	83.5	63.9	107	0.60
Aug-22	79.2	70.5	112	0.63
Sept-22	77	85.8	127	0.68
Oct-22	80.2	76.7	114	0.67
Nov-22	85.8	94.4	132	0.72
Dec-22	89.3	88.8	143	0.62

The Town does not have any recent corrosion control studies and does not provide any treatment for the potable water purchased from NTMWD. The Wiley WTP adds orthophosphate to their water for corrosion control. The LCRR continues to include pH adjustment and phosphate inhibitors (orthophosphates only) as acceptable corrosion control treatment options.

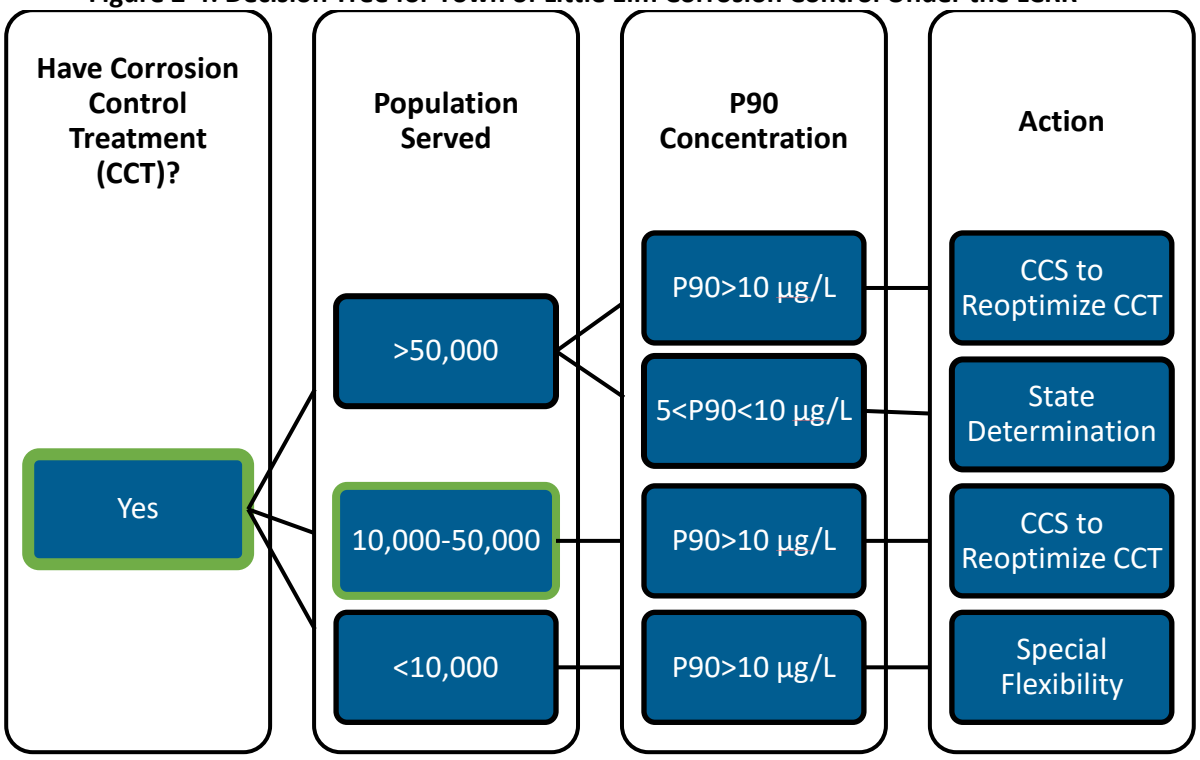
A few things to note under the LCRR or as best practice:

- The Town is required to update their corrosion control strategies if the 90th percentile lead value is above the TL (10 µg/L). Coordination with NTMWD may be required if lead concentrations increase in future compliance sampling.

- State regulators have the authority to require cities with populations exceeding 50,000 people to update its CCS to optimize CCT if the 90th percentile lead value is above the PQL (5 µg/L). While the latest population estimate on "Texas Drinking Water Watch" is 41,796, population estimates taken from the North Central Texas Council of Governments for 2022 indicate a population 51,640. Therefore, the Town should be aware of these additional requirements of the LCRR. See **Figure 2-4** for a decision tree.

- For cities that have no existing CCT, such as Little Elm, state regulators have the flexibility to require the Town to perform a CCS if 90th percentile lead sampling results are between the TL (10 µg/L) and the AL (15 µg/L). If 90th percentile lead sampling results are above the AL (15 µg/L), the Town will be required to install CCT at the entry point to the system, the Mansell Pump Station.

Figure 2-4: Decision Tree for Town of Little Elm Corrosion Control Under the LCRR



2.4 POTENTIAL RISK OF LEAD SERVICE LINE EXISTENCE

Amendments to the Safe Drinking Water Act (SDWA) of 1986 were passed into law on June 19, 1986. These amendments included the prohibition on use of lead pipes, solder and flux. Under these amendments, states were required to enforce the prohibition on the use of lead through state or local plumbing codes, or other means by June 19, 1988.

For the purpose of this assessment, a lead ban date of January 1, 1989 was utilized to estimate the potential risk of lead service lines, which is consistent with guidance from TCEQ. It is important to note that the SDWA and the associated UPC did not include the prohibition of galvanized pipe; however, under the LCRR there is a category for "galvanized requiring replacement" lines, which are galvanized lines that are treated as an LSL if the galvanized line is or ever was downstream of an LSL. While there may be galvanized service lines on the private side of the meter, any structures built after the local lead ban are considered to be free of lead or galvanized requiring replacement lines in regard to the Town's public service line inventory evaluated as part of this assessment, refer to **Figure 2-5.** Recent conversations with the TCEQ have indicated that lead "pigtail" or "gooseneck" fixtures found on either side of the water meter would not constitute the service line as lead and therefore, any galvanized service lines found downstream of these fixtures would not constitute a galvanized requiring replacement line.

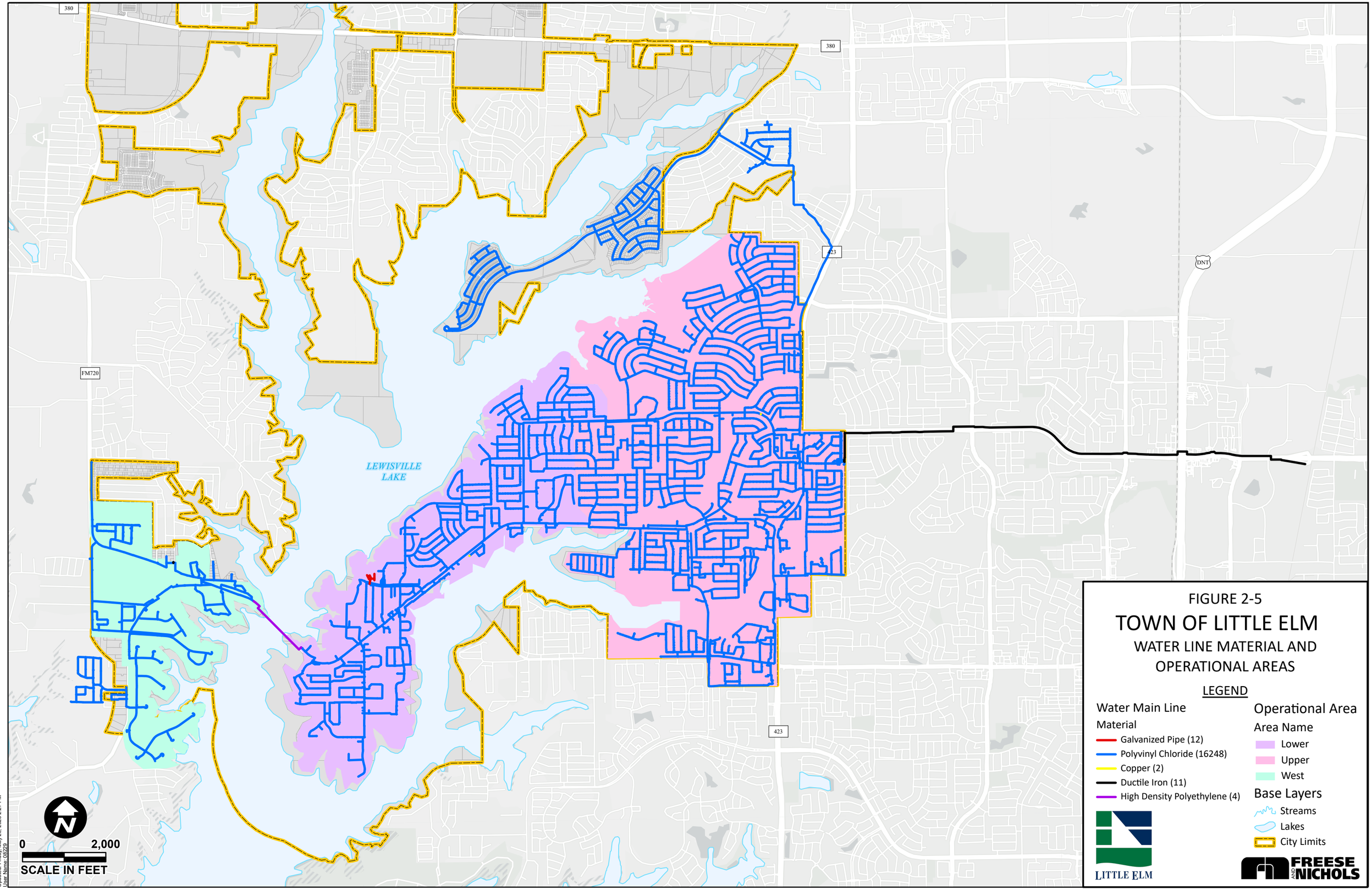


FIGURE 2-5

TOWN OF LITTLE ELM

WATER LINE MATERIAL AND OPERATIONAL AREAS

LEGEND

Water Main Line Material

- Galvanized Pipe (12)
- Polyvinyl Chloride (16248)
- Copper (2)
- Ductile Iron (11)
- High Density Polyethylene (4)

Operational Area Area Name

- Lower
- Upper
- West

Base Layers

- Streams
- Lakes
- City Limits

LITTLE ELM

FREESE AND NICHOLS

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Updated: Friday, May 26, 2023 2:27 PM
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Updated: Thursday, June 15, 2023 2:48 PM
User Name: 08529

FIGURE 2-6

CITY OF LITTLE ELM

PARCELS BUILT BEFORE AND AFTER 1989

LEGEND

- Post Lead Ban (10832)
- Pre Lead Ban (305)
- Unknown & Undeveloped (750)
- Unknown & Developed (92)

- Streams
- Lakes
- City Limits

Operational Area
- Lower
- Upper
- West

LITTLE ELM

FREESE AND NICHOLS

LEWISVILLE LAKE

423

423

0 2,000
SCALE IN FEET

The Town doesn't maintain information on the age or material of the publicly or privately owned portion of the service lines. However, it was assumed that the service line install date was equivalent to the building construction date, which is available from the Denton County Appraisal District (Denton CAD). Based on a review of the Denton CAD parcel information, approximately 11,979 parcels are within the Town's operational limits. Of these approximately 305 (2.5%) parcels were constructed before the 1989 lead ban. Out of the 842 (7%) parcels that are missing construction dates, 750 parcels (6.2% of total) are greenbelt, flood elevation or undeveloped parcels and the Town should verify that no service lines exist in these parcels. 92 (0.8% of total) parcels are missing construction dates and have some form of development on them, refer to **Figure 2-6**. The parcel information was compared to the Town's water main GIS layer to identify pre-lead ban parcels with a water main replaced after the lead ban. As part of these water main replacement projects, the publicly owned portion of the service lines could have been replaced. Based on this comparison, approximately 10,832 of the 11,979 parcels are served by a post lead ban water main and the public portion of the service lines may have been replaced, as summarized in **Table 2-7**.

Table 2-7: Potential Lead Service Line Existence Summary

Parameter	Number of Parcels
Total Number of Parcels	11,979
Pre-Lead Ban Construction (1990 or older)	305
Post-Lead Ban Construction (1991 or newer)	10,832
Unknown Construction Date (Undeveloped)	750
Unknown Construction Date (Developed)	92

While this estimate in no way suggests that all or any of these service lines contain lead, it does provide a sense of the level of effort required to build a comprehensive service line inventory, should the Town choose to field-verify all service lines designated as lead status unknown. This estimate can also be used to validate the number of potential service lines predating the local lead ban as estimated using the data identified in LSL Inventory Resources discussed in **Section 3.1**.

2.5 POTENTIAL RISK OF LEAD ACTION OR TRIGGER LEVEL EXCEEDANCE

The AL for both lead (15 µg/L) and copper (1.3 mg/L), based on the 90th percentile concentration, remains the same as under the previous rule, but exceeding the AL now requires additional action. There also is the new TL for lead (10 µg/L) based on the 90th percentile concentration and exceeding it may result in the need for additional planning, monitoring and treatment requirements. An assessment of future lead levels detected in the system and the likelihood of exceedances above the PQL, TL or AL is beyond the

scope of this study. Historically, as shown in **Figure 2-2**: Historical P90 for Town Lead Samples, the Town has not experienced an AL exceedance since 2010, and the 90th percentile values for the overall system have been below the PQL since that sampling cycle. Based on the mineral analytes analyzed for corrosivity, all the water at the Town's entry points is slightly corrosive or corrosive water according to the TCEQ corrosivity scoring guidelines. Additionally, the CSMR ratio for all the water samples were slightly corrosive as shown in **Table 2-6**, which is a concern due to the link between higher CSMR values and lead leaching. Other factors such as the new sampling requirements and the age of the system may increase the likelihood of detecting higher lead concentrations as part of future sampling efforts. **Table 2-8** summarizes potential circumstances that may contribute to an increased potential for measuring higher lead levels when calculating the 90th percentile based on the new sampling requirements under the LCRR. Each of the seven areas is marked as having a significant, moderate or no impact on the potential for measuring higher lead levels, specific to the Town's system.

Table 2-8: Summary of Risk Indicators for Measuring Increased Lead Levels under the LCRR

No.	Risk Criteria	Yes/No?	Increased Potential for Detecting Higher Lead Levels under the LCRR
1	Are all samples taken at Structures served by a Lead Service Line?	No	Significant
2	Was a significant portion of the Town built before local lead ban?	No	No Indication of Increased Potential
3	Has the Town observed a notable amount of lead service lines in the system?	No	No Indication of Increased Potential
4	Have the 90th percentile lead results been above the 10 µg/L Trigger Level?	No	No Indication of Increased Potential
5	Are fifth liter tap samples being collected at lead service lines?	No	Moderate
6	Does the Town's water chemistry have potential for lead concentration spikes (e.g., corrosive water, high CSMR, etc.)?	Yes	Moderate[1]
7	Is a corrosion control treatment implemented that is recommended in the LCRR?	No	Moderate[2]

[1]The treated surface water is classified as slightly corrosive and corrosive under TCEQ guidelines, and the CSMR for all entry points is slightly corrosive.
[2]The Town does not have their own corrosion control treatment; however, NTMWD provides treated water that includes the addition of orthophosphate as a corrosion inhibitor.

3.0 RESOURCES ASSESSMENT

The level of effort required for any town or city to come into compliance with the LCRR is proportional to the number of its available resources. Such resources may include records, manpower and funding. FNI collected and evaluated data and records that may be useful in complying with the LCRR, in particular for the development of the service line inventory.

3.1 SERVICE LINE INVENTORY

The LCRR requires that all public water systems develop an inventory of all service lines within their system and categorize each into one of four categories: Lead, Non-Lead, Galvanized Requiring Replacement or Lead Status Unknown. There are several sources that can be utilized to develop the service line inventory suggested by the LCRR in section 141.84(a)(3). FNI's recommended approach is depicted in **Figure 3-1** and includes the consideration of existing inventories, readily available digital data, historic hardcopy data and field inspections. The approach is designed to maximize the number of service lines inventoried as part of the desktop assessment and minimize the number of field inspections required.

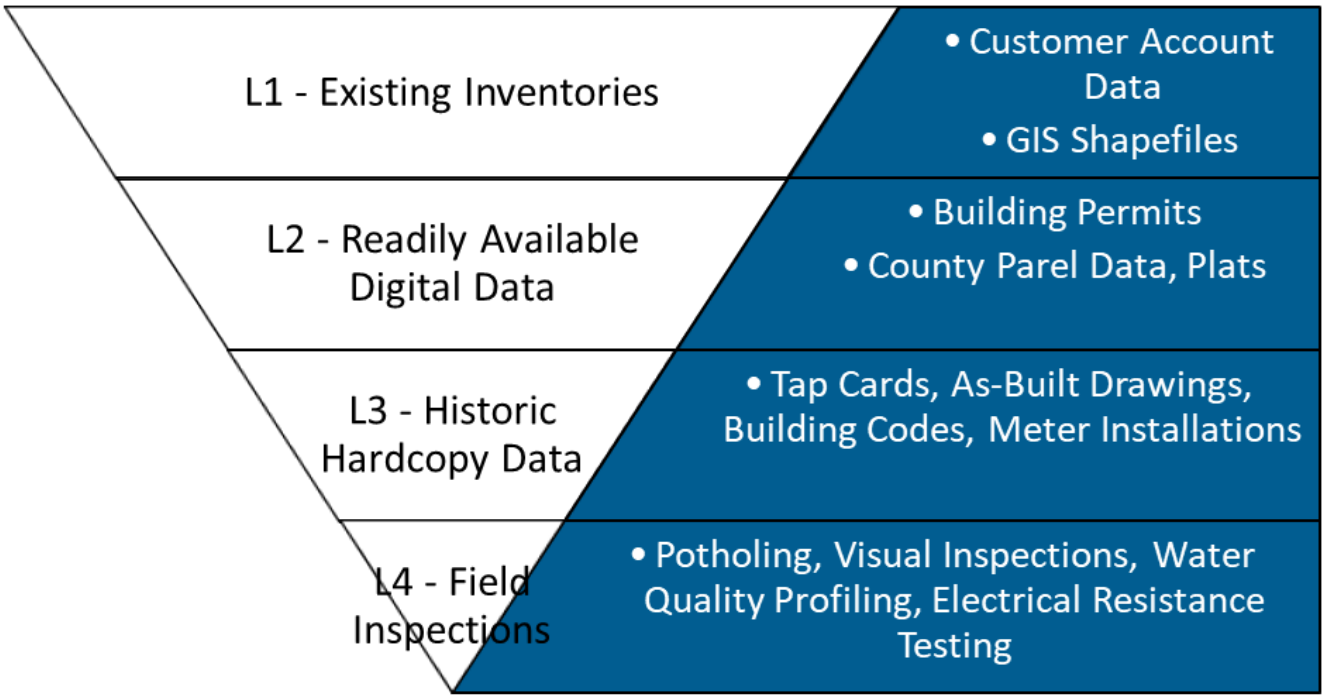

Figure 3-1: Available Data Resources for Service Line Inventory Development

The resources available to the Town that should be considered to maximize the desktop assessment and to minimize field inspections are summarized in **Table 3-1**.

Table 3-1: Data Resource Summary

Data Source	Available	Notes
Existing Water Main Information	Yes	Town maintains a GIS layer of the water mains with install date, as-built plan ID, and material information
Potable Water Customer Account Records	Yes	Total number of connections with location data
County Parcel Data	Yes	County property data is available through the Denton County Appraisal District (Denton CAD), which maintains an online database providing dates of original construction that may be useful in developing the inventory
Building/ Demolition Permits	No	Data is stored in multiple sources and doesn't provide detail on service line material
Plumbing Codes	Yes	List of ordinances referenced adopting Uniform Plumbing Codes (UPC) with associated dates that these went into effect
Previous LCR Sampling Plans and Locations	Yes	Including the sample map with sample location IDs when available
List of Childcare Facilities and Elementary Schools the Town Serves Water To	Yes	Public, private and childcare facilities collected from collection data, Texas Health and Human Services
Historical Lead Sampling Results	Yes	Via "Texas Drinking Water Watch"
Water Qualities and Quantities of the Town's Drinking Water Sources	Yes	NTMWD laboratory results are available
Existing Corrosion Control Treatment Technologies	No	No existing corrosion control treatment system
Existing Corrosivity Studies	No	Not available
Current LCR Outreach Program Procedures and Materials	No	No existing outreach program beyond communication with customers at sample site locations

The scope of this report is to identify resources that can be useful in developing the inventory. Additional details on the quality of the data and how the data can best be used to develop the inventory will be considered as part of Phase 2.

3.2 FIELD INSPECTION AND VERIFICATION EFFORT

FNI recommends completing the initial service line inventory to the greatest degree possible using the resources discussed in **Section 3.1**. The Town should expect there to be numerous service lines with an unknown lead status after the desktop exercise is complete. The LCRR allows public water systems to mark service line materials as "lead status unknown"; however, doing so has consequences that will be described later in this report. **Table 3-2** describes the options available for field inspections for lead service line material validation, should the Town determine that it is appropriate to continue confirming service line material. As each option has its own pros and cons, it is recommended to utilize a combination of these methods for field inspections. As part of Phase 2, FNI recommends that the Town perform a field investigation pilot consisting of meter box and pothole inspections. The results of the pilot will be utilized to determine which field inspection methods are most effective for the Town and to develop a defensible protocol to confirm lead or non-lead when developing the service line inventory.

The task of conducting field inspections to confirm service line materials can be demanding. Therefore, contracting this task, partially or completely, may assist the Town in meeting the compliance schedule.

Table 3-2: Field Inspection and Verification Options to Identify Lead Service Lines

No.	Option	Description	Pros	Cons	Demonstrated Use
1	Physical Inspection – Potholing	Potholing is excavating holes to inspect the water service line underground. Typically requires two or more holes to inspect different segments of the service lines.	• Lower risk of "false negative"	• Significant effort • Does not eliminate risk of "false negative" • Not effective if the service lines are too deep	Common across country
2	Physical Inspection – Visual Inspection at Meters or Curb-box	Visually inspect the service line materials within the meter box.	• Less invasive • Less effort	• Higher risk of "false negative" • TCEQ approved method	Common across country
3	Water Profile Sampling	Single or multiple consecutive samples are collected from a customer's faucet to analyze for lead. The resulting concentrations are then used to identify lead sources.	• No digging • Less invasive	• Lab costs • More public interaction • Does not provide visual confirmation by itself	Denver Water; Montreal, QC; Washington D.C.
4	Predictive Modelling/ Machine Learning	Use data, records, and field inspection results to predict the probability of service line material.	• Desktop study • Reduced, but not eliminated, field work	• Limited familiarity by regulatory agencies and acceptance	Flint, MI; Denver Water
5	Pipe Material Electric Resistance Testing	Measure electric resistance at different points of the service lines to predict materials based on their different electric resistance.	• No digging • Less invasive	• Emerging technology • Questionable accuracy	Still in bench/ pilot stage
6	Customer-driven Data	Carefully designed campaign for customers to self-report the material of service lines.	• Leverage and engage customers	• Require well designed and managed program • Requires some degree of verification from the utility	Cincinnati, OH
7	Mark as "Lead Status Unknown"	Mark the service line as material "Lead Status Unknown".	• Allowed for compliance	• Must notify resident of status • Must treat as LSL under certain circumstances	Expected to be commonly used for larger cities to some extent

3.3 PUBLIC COMMUNICATION AND OUTREACH

A major aspect of the LCRR is increased communication with the public. FNI recommends that the following public outreach templates, educational materials, and brochures be developed by the Town for public communication. **Table 3-3** summarizes the types of communication required by the LCRR.

Table 3-3: LCRR Public Communication Templates

No.	Communication Requirement
1	Public education material to all consumers and most at risk population
2	Systemwide 24-hour notification of action level exceedance
3	Notification of trigger level exceedance
4	Notification of sampling results to all homeowners participating in tap sampling
5	Annual notification to customers with lead status unknown, galvanized (needing replacement), and lead service line material
6	Notification of disruptions to lead or potentially lead service lines
7	Notification of LSLR related events and follow-up activities
8	Communication with local and state health agencies regarding “Find and Fix” activities
9	When appropriate, systemwide notification to customers if the LSLR rate is not met

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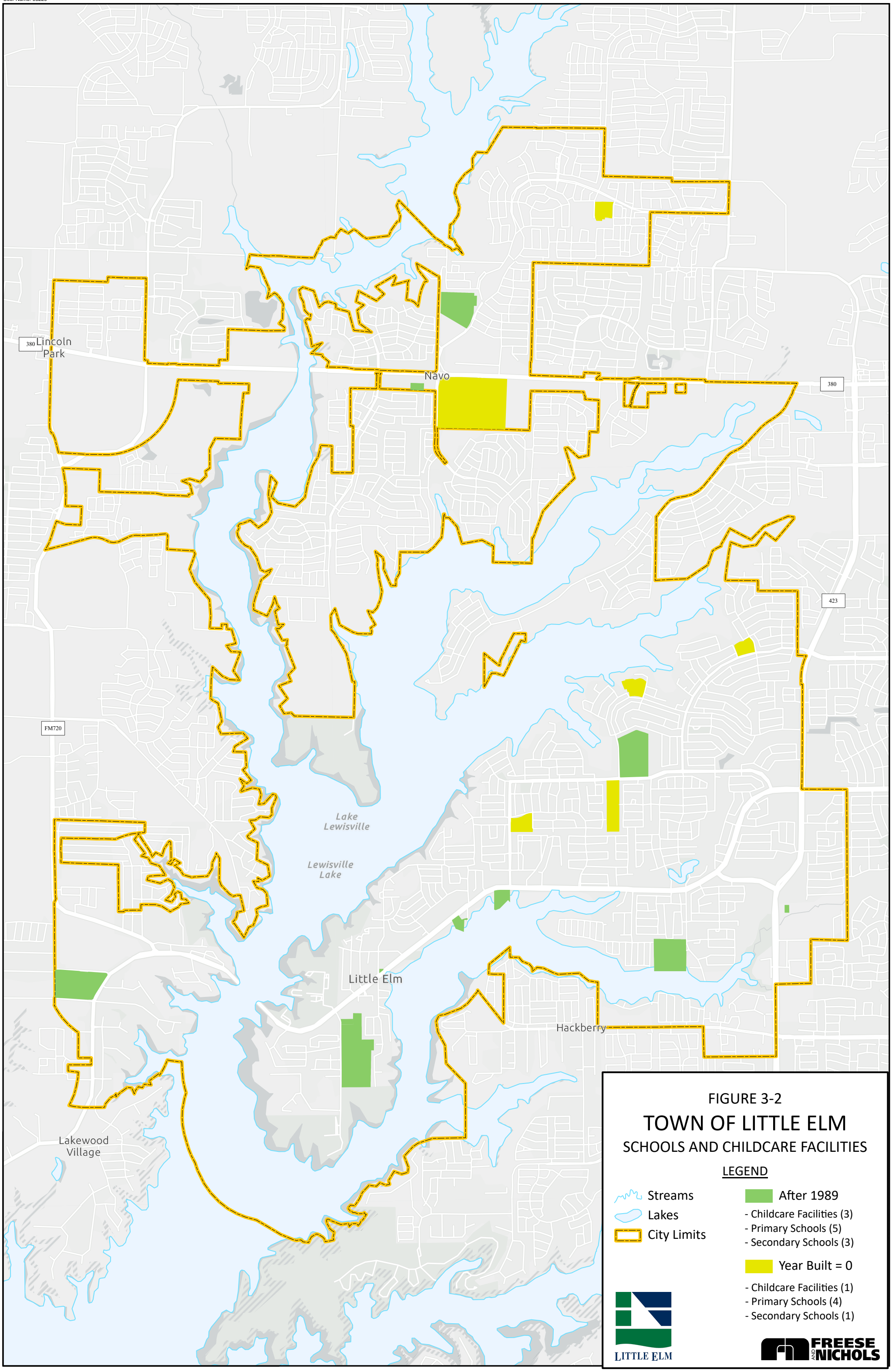

FIGURE 3-2

TOWN OF LITTLE ELM

SCHOOLS AND CHILDCARE FACILITIES

LEGEND

- Streams
- Lakes
- City Limits

After 1989
- Childcare Facilities (3)
- Primary Schools (5)
- Secondary Schools (3)

Year Built = 0
- Childcare Facilities (1)
- Primary Schools (4)
- Secondary Schools (1)

LITTLE ELM

FREESE AND NICHOLS

3.4 CHILD CARE FACILITIES AND SCHOOLS

The Town will be required to sample all licensed childcare facilities and elementary schools within five years of the effective compliance date at a rate of 20% of primary schools per year, 20% of childcare facilities per year, and at secondary schools upon request. After this first testing cycle, sampling must be conducted at all schools and childcare facilities upon request. **Figure 3-2** provides a map of the childcare facilities and schools in the Town of Little Elm. Elementary schools and licensed childcare facilities that were constructed after 2014 are exempt from testing but are entitled to request sampling by the Town. **Table 3-4** provides an estimate of the number of childcare facilities within the Town's water system, and **Table 3-5** provides an estimate of the number of schools in the Town's water system.

Table 3-4: Childcare Facilities

	Number of Facilities[1]
Licensed Child Care Centers	4
Total	**4**

[1]Per data available from Texas Health and Human Services. TCEQ has not yet provided guidance on what type (e.g., licensed center, registered childcare home, etc.) will be required under the LCRR.

Table 3-5: Pre-K/Elementary and Secondary Schools

	Number of Pre-K/Elementary Schools[1]		Number of Secondary Schools[1]	
	Public	Private	Public	Private
	5	4	4	0
Total	**9**		**4**	

[1]Per data available from greatschools.org and Texas School Directory.

4.0 COMPLIANCE BUDGET AND SCHEDULE

A primary focus of this report is to outline the costs and schedule for complying with the LCRR by the compliance due date of October 16, 2024. The costs are meant to provide an order of magnitude for planning purposes only. Actual costs may vary depending on final regulatory decisions by the TCEQ, revisions to the LCRR by the LCRI, and the Town's determination of the optimal program for compliance, risk management and public welfare. Opportunities for optimizing the recommended budget exist, such as reducing the magnitude of certain activities and deferring certain tasks to future years to accommodate budget limitations. Other costs, especially those presented in Phase 5, may entail work necessary and these costs could be avoided by the Town.

The current phase, Phase 1 – Initial Risk Screening, Compliance Budgeting and Scheduling, will be completed with this technical report. Future efforts can be categorized into four phases:

- Phase 2 – Initial Service Line Inventory Development
- Phase 3 – City-wide Service Line Material Verification Program and Field Services
- Phase 4 – Sample Plan Update, Preliminary Sampling and Other Compliance Preparations
- Phase 5 – Lead Service Line Replacement Planning and Mitigation

Table 4-1 provides a brief scope description of the tasks in each phase, and **Table 4-2** summarizes the planning level costs of each of these phases by fiscal year. As each compliance phase is completed, the planning level costs of subsequent phases will be revised based on the information gained in that phase. The cost of the Town's existing LCR sampling program or future cost increases to the Town's LCR sampling program, such as sampling at schools and daycare facilities, is not included in **Table 4-1**.

Table 4-1: Remaining Compliance Phases and Tasks

Phase	Task	Description
2	Desktop Service Line Material Research & Inventory Development	The initial inventory of service lines based on a desktop assessment of the records and data identified during Phase 1.
	Service Line Material Verification Pilot	A pilot program to field-verify the material of the lead status unknown service lines utilizing meter box and potholing inspections.
	LCRR Compliance Phase 3 Planning	A plan that details the approach to completing the LSL inventory using field services.
3	Service Line Material Verification Program	Field inspections with the aim of identifying the material of service lines using various techniques (visual inspection, hand-dig, vac-truck, etc.) that proved to be efficient and effective during the Phase 2 field inspection study.
	Corrosion Control Study	A desktop study to evaluate the Town's water corrosivity at its entry points, with an understanding of the current corrosion control treatment and strategies performed by NTMWD.
4	"Find and Fix" Procedure Planning	One or more SOPs for implementation of the LCRR "Find and Fix" procedure in which lead sources are identified and removed from individual homes that exceed the AL.
	Public Communication and Outreach Plan	A plan that summarizes public communication requirements within the LCRR, including the recommended method and frequency of communication. Public outreach templates, educational materials and brochures will be provided.
5	Sample Plan Update	An update will be provided to ensure that sample locations comply with the LCRR. The update will also include changes in the sampling procedure (e.g., use of wide mouth bottles, fifth liter sampling, etc.). The sampling plan update will also include sampling of elementary schools and childcare facilities.
	LSLR Plan	A plan detailing the approach, anticipated timeline, rate and cost of LSLR along with contracting details. The LCRR requires any municipality that has known LSLs or service lines with lead status unknown within their system to include the following plans and procedures (will be provided as part of the scope).

Table 4-2: Planning Level Compliance Costs by Fiscal Year

Proposed Compliance Phase	Planning Level Budget[1]	
	FY 2022 - 2023	FY 2023 - 2024
Phase 1 (Complete)	$48,804.00	
Phase 2 – City-wide Service Line Material Verification Program[1] (500 Connections @ $125/ea.)		$62,500
Phase 2 – Initial Service Line Inventory Development[2]		$40,000
Phase 2 – Corrosion Control Study		$50,000
Phase 3 – "Find and Fix" Procedure Planning and Public Communication Plan		$50,000
Phase 4 (Required) – Sample Plan Update and LSLR Plan		$100,000
Fiscal Year Subtotal	**$48,804**	**$302,500**
Overall Program Total	**$351,304**	

[1]*Assumes meter box inspections to verify material of pre-Lead Ban service lines with unknown material type.*

[2]*Inventory populated based on all available data, any remaining unknowns after Pilot Program will be classified as unknowns.*

4.1 HYPOTHETICAL LSL REPLACEMENT ENFORCEMENT

At this time, the number of LSLs that will be encountered, if any, is not possible to estimate. The Town is only aware of LSLs used for sampling in their system, and anecdotal evidence suggests that LSLs have been replaced if encountered; therefore, a significant number of LSLs is not expected. Under the current rule, public water systems are required to remove LSLs in Texas if the AL (15 µg/L) is exceeded, but under the new rule, they may be required to perform LSLRs by the TCEQ if either the AL or TL (10 µg/L) is exceeded. The replacement rate set by the LCRR if the P90 for the water system exceeds the AL, is an annual rate equal to 3% of the total known LSLs and service lines with lead status unknown. There is speculation that this replacement rate is subject to change and will be increased under the LCRI. TCEQ has not yet provided guidance on their replacement rate requirements if the P90 exceeds the TL.

The following provides assumptions and unit price information from local and national sources. FNI recommends using this information to consider the potential budgetary impacts, should LSLs be encountered within the Town and need to be replaced. The EPA estimates the cost of lead service line replacements (LSLRs) to be around $1,200-$12,300 per replacement[1]. Based on information provided by others involved in national LSLR programs, the cost of replacement may be closer to $15,000 per replacement. LSLR cost includes not only the physical replacement of the service line but also the following:

- Development and distribution of LSLR program outreach materials.

[1] United States Environmental Protection Agency (EPA), 2019

- Contacting customers and conducting site visits to confirm service line material and site conditions before replacement.
- Providing customers with flushing procedures following a replacement.
- Delivering pitcher filters and cartridges concurrent with the LSLR and providing maintenance for six months.
- Collecting and analyzing a tap sample three to six months after the replacement of an LSL and informing the customer of the results.
- Reporting on program results to the state.

For this hypothetical exercise, it was assumed that the Town populated the service line inventory with all unknown service lines for any line installed before the lead ban (1988), which is approximately 500 lines. For 500 service lines with lead status unknown, if the AL is exceeded, the TCEQ will require the Town to have an LSLR rate equal to 15 service lines (3%) per year. **Table 4-3** shows the cost of replacing 15 service lines in one year is over $225,000. This rate of LSLR would be required until the P90 sample results drop below the AL.

Table 4-3: Estimated LSL Replacement Cost

Assumed No. of Lead/ Unknown Service Lines[1]	Assumed Annual Number of Line Replacements[2]	Unit Cost ($ / LSL)	Total Cost
500	15	$15,000	$225,000

[1]Estimated number of service lines installed before the lead ban.

[2]3% of 500 unknown service lines.

For the purpose of this exercise, it is assumed that this LSLR rate would be required for two years to reduce the P90 sample results below the AL. The planning level cost of LCRR compliance with hypothetical LSL replacement enforcement is $801,304, as summarized in **Table 4-4**. This illustrates the importance of reducing the number of service lines with lead status unknown, maintaining proper corrosion control strategies in conjunction with NTMWD as required, and preventing exceedances above the TL or AL.

Table 4-4: Planning Level Compliance Costs by Fiscal Year with Hypothetical LSL Replacement Enforcement

Task	Planning Level Budget			
	FY 2022 - 2023	FY 2023 - 2024	FY 2024 - 2025	FY 2025 - 2026
Phase 1 - 5 LCRR Compliance	**$48,804**	**$302,500**	--	--
LCRR Compliance Subtotal	**$351,304**			
Hypothetical LSL Replacement Enforcement	--	--	$225,000	$225,000
Hypothetical LSL Replacement Enforcement Subtotal	**$450,000**			
LCRR Compliance with Hypothetical LSL Replacement Enforcement	**$801,304**			

5.0 RECOMMENDED FUNDING OPPORTUNITIES

Government funding mechanisms are essential for water systems to identify and reduce/eliminate lead and copper from drinking water. Congress passed the Water Infrastructure Improvements for the Nation Act (WIIN Act) in 2016 which included Section 2105, Reducing Lead in Drinking Water Grant Program. The initial appropriation was allocated in 2020 and Congress has yet to appropriate additional funds for this program. However, there are existing programs that can help identify and replace lead and copper water facility components in Texas. In addition, two new opportunities have been added to the list of programs recently.

- There are three existing low-interest loan programs and two existing grant programs that can fund the identification, planning, design, and construction of projects to help systems meet the lead and copper rule revision requirements.

  Loan programs include:
  - The Drinking Water State Revolving Fund (DWSRF) administered by the Texas Water Development Board (TWDB)
  - The Texas Water Development Fund (Dfund) administered by the TWDB
  - The Water Infrastructure Finance Innovation Act (WIFIA) administrated by the EPA

  Grant programs include:
  - The Community Development Block Grant Program (CDBG) Entitlement Program administered by the U.S. Department of Housing and Urban Development (HUD)
  - The Public Works Program from the U.S. Economic Development Administration (EDA)

  See **Table 5-1** for more details.

- In March 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law providing $350 billion for eligible state, local, territorial and Tribal governments to respond to the COVID-19 emergency and bring back jobs. The U.S. Treasury will administer this direct allocation program delivering funds, among other things, to provide investment in water and sewer infrastructure which includes compliance with the LCRR. See **Table 5-1** for more details.

- Lastly, Congress passed an infrastructure bill (Infrastructure Investment & Jobs Act (H.R. 3684)) in the fall of 2021. Among other provisions, the bill will provide the following water-related benefits:

- Clean Water State Revolving Fund (SRF) and Drinking Water SRF each receive a guaranteed $11.7 billion over five years.
- State SRF programs will be required to provide 49% of the funding as grants and principal forgiveness loans to financially distressed communities.
- $1 billion will be provided in grants through the Clean Water SRF to address emerging contaminants.
- $4 billion will be provided in grants through the Drinking Water SRF to address PFAS in drinking water.
- **$15 billion in loans and grants will be provided through the Drinking Water SRF for lead service line replacement. The Budget Reconciliation package includes an additional $9 billion for lead through non-SRF grant programs.**
- WIFIA will receive $250 million over the next five years and facilities applying will be required to have only one rating agency opinion letter instead of two.

Table 5-1: Recommended Funding Opportunities

	American Rescue Plan Act of 2021	Drinking Water State Revolving Fund	Texas Water Development Fund	Water Infrastructure Finance Innovation Act	Community Development Block Grant Entitlement Program	Public Works Program
Acronym	ARPA	DWSRF	Dfund	WIFIA	CDBG	PW
Sponsor	U.S. Treasury	Environmental Protection Agency	Texas Water Development Board	Environmental Protection Agency	U.S. Department of Housing and Urban Development	U.S. Economic Development Administration
Administrator	U.S. Treasury	Texas Water Development Board	Texas Water Development Board	Environmental Protection Agency	U.S. Department of Housing and Urban Development	U.S. Economic Development Administration
Types of Projects	- Water & sewer infrastructure (all projects eligible in the EPA SRF programs including lead and copper line replacement) - Projects that address negative economic impacts - Broadband infrastructure - Support public health response - Replace public sector revenue loss - Premium pay for essential workers	Wide range of projects that facilitate compliance with drinking water standards like - Identification and replacement of lead and copper drinking water lines - Treatment plants - Distribution systems - Pump stations -Storage tanks - Source water protection	- Water supply projects - Conservation - Water quality enhancements including lead and copper line replacements - Flood control - Wastewater - Municipal solid waste	Projects eligible in the SRF programs including - Lead and copper line replacements - Enhanced energy efficiency projects - Brackish or seawater desalination - Aquifer storage and recovery - Alternative water supplies - Water recycling - Drought prevention/ reduction/mitigation	- Construction of public facilities and improvements (Water & sewer, streets, neighborhood centers, conversion of school building for eligible purposes) - Activities related to energy conservation and renewable energy resources - Acquisition, relocation, demolition - Rehabilitation of residential and non-residential structures	- Physical infrastructure upgrades and/or demolition - Reuse of publicly owned buildings
Lead and Copper Rule Revision Compliance	Planning, building the service line inventory, LSLR, public outreach	Planning, building the service line inventory, LSLR, public outreach	Planning, building the service line inventory, LSLR, public outreach	Planning, building the service line inventory, LSLR, public outreach	Planning, building the service line inventory, LSLR, public outreach	Planning, building the service line inventory, LSLR, public outreach
Types of Funds Available	- Direct Allocation from Congress	- Capacity - $342 million (no project limit) - Low-interest loans, principal forgiveness (like a grant)	- Capacity - $6 billion rolling bond authorization (no project limit) - Low-interest loans	- Capacity - varies, 2022 was $58.5 million - Low-interest loans	- Allocation varies per Congressional formula - Grants	- Capacity - $118.5 million (Up to $30 million per project) - Grants
Cost Share	None	None	None	51% Local Share	None	50%
Availability	1/2 in 2021, 1/2 in 2022	Year-round	Year-round	Normally 2Q-3Q each year	Annually	Ongoing after publication of NOFO

	American Rescue Plan Act of 2021	Drinking Water State Revolving Fund	Texas Water Development Fund	Water Infrastructure Finance Innovation Act	Community Development Block Grant Entitlement Program	Public Works Program
Requirements	- 2 CFR 200 Procurement - Periodic Status Reporting - Accounting Standards	- Disadvantaged Business Enterprise Good-Faith Effort Procurement - Davis-Bacon Act Wages - American Iron & Steel - NEPA-like environmental - National Historical Preservation Act - Water Conservation Plan - Excessive Water Loss Provisions	- Water Conservation Plan - State Environmental - Water Loss Provisions - US Iron & Steel	- NEPA Environmental - National Historic Preservation Act - American Iron & Steel - Davis-Bacon Act Wages -Disadvantaged Business Enterprise Good-Faith Effort Procurement	- Development of a Comprehensive Plan -70% of CDBG funds received must be used for activities that benefit low- and moderate-income persons - Citizen participation - Regular reporting	- The project's demonstrated alignment with at least one of EDA's current investment priorities: Equity, Recovery & Resilience, Workforce Development, Manufacturing, Tech-based Economic Development, Environmentally-Sustainable Development, Exports & FDI - The project's potential to increase the capacity of the community or region to promote job creation and private investment in the regional economy - Ability of the applicant to successfully implement the proposed project, including the applicant's financial and management capacity and the applicant's capacity to secure the support of key public and private sector stakeholders
Application Deadlines	Summer 2021, Spring/Summer 2022	First of March each year for principal forgiveness, none for loan	None	Typically, third calendar quarter each year	None, annual allocation	None, funds available until allocated
Program Website	https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds	http://www.twdb.texas.gov/financial/programs/DWSRF/index.asp	http://www.twdb.texas.gov/financial/programs/TWDF/index.asp	https://www.epa.gov/wifia	https://www.hudexchange.info/programs/cdbg-entitlement/	https://eda.gov/programs/eda-programs/

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Nguyen, C. L., Stone, K. R., Clark, B., Gagnon, G., & Edwards, M. A. (June 24, 2010). *Impact of Chloride: Sulfate Mass Ratio (CSMR) Changes on Lead Leaching in Potable Water.* The Water Research Foundation.

United States Environmental Protection Agency (EPA). (2019). *Strategies to Achieve Full Lead Service Line Replacement (EPA 810-R-19-003).*

Appendix A
New Sources, Treatment and Evaluating Corrosivity from the TCEQ

New Sources, Treatment and Evaluating Corrosivity

2020 Public Drinking Water Conference

Austin, Texas

Wednesday, August 5, 2020

Craig A. Stowell, P.E.

Plan Review Team (PRT)

Why all the Concern about Corrosivity?

- Public health - source and treatment changes may impact distribution systems negatively
- Rule requirement – 290.117(a) “Public water systems must control the levels of lead and copper in drinking water by controlling the corrosivity of the water”

Where We Are

- PRT began proactive approach in May 2016
- Over 450 systems have had removal of reduced monitoring
- Over 600 system required to do a follow-up engineering report or install corrosion control treatment
- Some systems on their second reduced monitoring

Constituents Required

New Sources and Interconnect Submittals

- Total Dissolved Solids
- Temperature
- pH
- Total Alkalinity (as $CaCO_3$)
- Calcium (as $CaCO_3$)
- Chloride
- Sulfate
- Sodium

Corrosive Saturation Indices for Determination of Corrosiveness

Tetra Tech (RTW) Model* for Water Chemistry, process, and corrosion Control

- Langelier Saturation Index
- Ryznar Stability Index
- Aggressive Index
- Calcium Carbonate Precipitation Potential
- Chloride to Sulfate Mass Ratio

*Distributed by AWWA

Determination of Corrosiveness

- Two scenarios based upon two temperatures (10 and 25 degree Celsius)
- Noncorrosive
- Slightly Corrosive
- Corrosive

Determination of Corrosiveness

- Criteria Table:

CRITERIA TABLE	NC	SC	C
Langelier Index	NC > -0.25	-1<SC<-0.25	C<-1.0
Ryznar Index	<7.0	7<SC<8.5	C>8.5
Aggressiveness Index	>12.0	10>SC<12	C<10.0
CCPP	>0.0	-3>SC<0	C<-3.0
CSMR	<0.2	>0.2SC<0.5	C>.5 (TALK <50)

Determination of Corrosiveness

- Create a table, determine if each number is NC, SC or C based on the criteria table, for example:

INDEX	10 ° C	25 ° C
LSI	NC	NC
RSI	SC	SC
AI	NC	NC
CCPP	NC	NC
CSMR	SC	SC

Determination of Corrosiveness

Key: Use the following to determine if water is corrosive, slightly corrosive or noncorrosive:

If the table has

- 3 C's or more= corrosive
- 3 SCs under 25 °C=Slightly Corrosive
- 4 - C's and SC's Total =Slightly Corrosive
- Otherwise noncorrosive

New Systems and Existing TNC Systems With New Sources

- Noncorrosive:
  - No Follow-up Engineering Report
- Slightly Corrosive:
  - If No Corrosion Control - Follow-up Engineering Report
  - If approved Corrosion Control – No Follow-up Engineering Report
- Corrosive:
  - No use until an Engineering Report on why no Corrosion control is required
  - Or Corrosion Control Treatment Approved
  - Follow-up Engineering report required after approval

Existing Systems With New Source

- Noncorrosive:
  - Use No Problem with compliant Pb Cu"
- Slightly Corrosive:
  - If No Corrosion Control - Use granted with Follow-up Engineering Report with reduced monitoring removed
  - If approved Corrosion Control – No Follow-up Engineering Report required with reduced monitoring removed

Existing Systems With New Source

- Corrosive:
  - No use until an Engineering Report on why corrosion control is not required
  - Or Corrosion Control Treatment Approved
  - Follow-up Engineering report required after approval along with removal of reduced monitoring
- Interconnects:
  - No removal of reduced monitoring for emergency interconnects
  - Open interconnects treated same as a well
- As-built wells and interconnects:
  - Removal of reduced monitoring only if SC or corrosive with approved corrosion control treatment and last LCR tap sampling analysis is older than 2 years.

Change in Treatments

- Remove Reduced Monitoring:
  - Change from liquid chlorine to gas chlorine
  - Change from chlorine to chloramine
  - Addition of acid
  - Addition of Oxidants
  - Water Softeners
  - RO/Nano filtration
  - Membranes for credit
  - Changes in coagulants

Change in Treatments

- Remove Reduced Monitoring (continued)
  - Blending of sources
  - Ion Exchange/water softeners
  - Ozone
  - Greensand/BIRM
  - Chlorine Dioxide
  - Polyphosphate
  - Orthophosphates/ Blended Phosphates for corrosive water
  - Aeration

Change in Treatments

- Reduced Monitoring not Removed
  - Gas chlorine to liquid chlorine
  - Granular Activated Carbon
  - Corrosion Control Treatments for Noncommunity systems
  - Corrosion Control Treatments for community systems unless they have corrosive water
  - pH adjustments that will result in increased pH
  - UV
  - Filters including cartridge unless the filtration involves oxidants

Corrosion Control Treatment Submittals

- Water Quality Parameter (WQP) analysis before treatment;
- Anticipated WQPs after treatment;
- Vendor letter of product recommendations for inhibitors;
- Plans showing injection points and storage of chemicals relative to plant components; and
- Engineering Calculations for sizing metering pump, bulk tanks and day tanks.

Available Corrosion Control Treatment Methods

- pH/Alkalinity/DIC Adjustment
- Phosphate-based corrosion inhibitors
- Silicate Inhibitors

  - No Calcium Hardness Adjustment

EPA OCCT Guidance

Corrosion Control has to be in accordance with this document

- Contains treatment recommendation flowcharts, dependent on pH, Alkalinity and DIC (dissolved inorganic carbon) [Ch. 3]
- Contains Estimated DIC Tables (Total Alkalinity & pH needed) [App. B]

Office of Water (4606M)
EPA 816-B-16-003
March 2016

Evaluation of Systems that Received Removal of Reduced Monitoring

- Complete four quarters of WQPs
- Complete 2 six-month LCR tap samples without an Action Level Exceedance
- Complete follow-up engineering report if required
- Water must be not be corrosive or have effective corrosion control
- All LCR samples below 0.015 mg/l for lead
- All LCR samples below 1.3 mg/l for copper

Evaluation of Follow-up Engineering Report

- Recommendation if LCR samples above 0.015 mg/l for lead or LCR samples above 1.3 mg/l for copper:
  - Retest Sites
  - Look at LCR tap sampling history of site
  - Determine vulnerability of site (i.e lead service line, high lead solder or fixtures not low lead)
  - Determine why corrosion control not working at site

Questions?

TCEQ
Plan Review Team

Craig.Stowell@tceq.texas.gov
(512) 239-4633

Appendix B
Model Input and Output of Corrosivity Indices for Each Entry Point

Table B-1: December 2021

Model Input		
Parameters	**Units**	**Values**
TDS	mg / L	290
pH	S. U	8.27
Alkalinity	mg / L as CaCO3	87
Ca	mg / L as CaCO3	47.3
Cl	mg / L	31.9
SO_4^{2-}	mg / L	91.1
TCEQ Corrosion Indices		
Temperature	**10 ° C**	**25 ° C**
Langelier Index	-0.04	0.18
Ryznar Index	8.35	7.90
Aggressiveness Index	11.88	11.88
CCPP	-0.39	1.42
CSMR	0.35	0.35
TCEQ Grade	**Slightly Corrosive**	

Table B-2: January 2022

Model Input		
Parameters	**Units**	**Values**
TDS	mg / L	301
pH	S. U	8.26
Alkalinity	mg / L as CaCO3	101
Ca	mg / L as CaCO3	50.5
Cl	mg / L	33.3
SO_4^{2-}	mg / L	94.4
TCEQ Corrosion Indices		
Temperature	**10 ° C**	**25 ° C**
Langelier Index	0.04	0.26
Ryznar Index	8.18	7.73
Aggressiveness Index	11.97	11.97
CCPP	0.29	2.41
CSMR	0.35	0.35
TCEQ Grade	**Slightly Corrosive**	

Table B-3: February 2022

Model Input		
Parameters	**Units**	**Values**
TDS	mg / L	327
pH	S. U	8.22
Alkalinity	mg / L as CaCO3	107
Ca	mg / L as CaCO3	54.5
Cl	mg / L	33.4
SO_4^{2-}	mg / L	103
TCEQ Corrosion Indices		
Temperature	**10 ° C**	**25 ° C**
Langelier Index	0.05	0.28
Ryznar Index	8.12	7.67
Aggressiveness Index	11.99	11.99
CCPP	0.44	2.73
CSMR	0.32	0.32
TCEQ Grade	**Slightly Corrosive**	

Table B-4: March 2022

Model Input		
Parameters	**Units**	**Values**
TDS	mg / L	364
pH	S. U	8.26
Alkalinity	mg / L as CaCO3	111
Ca	mg / L as CaCO3	60.2
Cl	mg / L	37
SO_4^{2-}	mg / L	127
TCEQ Corrosion Indices		
Temperature	**10 ° C**	**25 ° C**
Langelier Index	0.14	0.37
Ryznar Index	7.97	7.52
Aggressiveness Index	12.08	12.08
CCPP	1.39	3.84
CSMR	0.29	0.29
TCEQ Grade	**Slightly Corrosive**	

Table B-5: April 2022

Model Input		
Parameters	**Units**	**Values**
TDS	mg / L	370
pH	S. U	8.28
Alkalinity	mg / L as CaCO3	116
Ca	mg / L as CaCO3	53.7
Cl	mg / L	108
SO_4^{2-}	mg / L	111
TCEQ Corrosion Indices		
Temperature	**10 ° C**	**25 ° C**
Langelier Index	0.13	0.36
Ryznar Index	8.02	7.57
Aggressiveness Index	12.07	12.07
CCPP	1.29	3.78
CSMR	0.97	0.97
TCEQ Grade	**Slightly Corrosive**	

Table B-6: May 2022

Model Input		
Parameters	**Units**	**Values**
TDS	mg / L	454
pH	S. U	8.26
Alkalinity	mg / L as CaCO3	113
Ca	mg / L as CaCO3	59.8
Cl	mg / L	83.9
SO_4^{2-}	mg / L	138
TCEQ Corrosion Indices		
Temperature	**10 ° C**	**25 ° C**
Langelier Index	0.13	0.36
Ryznar Index	7.99	7.55
Aggressiveness Index	12.09	12.09
CCPP	1.30	3.78
CSMR	0.61	0.61
TCEQ Grade	**Slightly Corrosive**	

Table B-7: June 2022

Model Input		
Parameters	**Units**	**Values**
TDS	mg / L	380
pH	S. U	8.28
Alkalinity	mg / L as CaCO3	96
Ca	mg / L as CaCO3	47.8
Cl	mg / L	65.5
SO_4^{2-}	mg / L	114
TCEQ Corrosion Indices		
Temperature	**10 ° C**	**25 ° C**
Langelier Index	0.00	0.22
Ryznar Index	8.29	7.84
Aggressiveness Index	11.94	11.94
CCPP	-0.09	1.91
CSMR	0.57	0.57
TCEQ Grade	**Slightly Corrosive**	

Table B-8: July 2022

Model Input		
Parameters	**Units**	**Values**
TDS	mg / L	344
pH	S. U	7.96
Alkalinity	mg / L as CaCO3	83.5
Ca	mg / L as CaCO3	36.6
Cl	mg / L	63.9
SO_4^{2-}	mg / L	107
TCEQ Corrosion Indices		
Temperature	**10 ° C**	**25 ° C**
Langelier Index	-0.49	-0.27
Ryznar Index	8.94	8.50
Aggressiveness Index	11.45	11.45
CCPP	-4.08	-2.27
CSMR	0.60	0.60
TCEQ Grade	**Slightly Corrosive**	

Table B-9: August 2022

Model Input		
Parameters	**Units**	**Values**
TDS	mg / L	382
pH	S. U	7.96
Alkalinity	mg / L as CaCO3	79.2
Ca	mg / L as CaCO3	36.9
Cl	mg / L	70.5
SO_4^{2-}	mg / L	112
TCEQ Corrosion Indices		
Temperature	**10 ° C**	**25 ° C**
Langelier Index	-0.52	-0.29
Ryznar Index	9.00	8.55
Aggressiveness Index	11.43	11.43
CCPP	-4.09	-2.38
CSMR	0.63	0.63
TCEQ Grade	**Corrosive**	

Table B-10: September 2022

Model Input		
Parameters	**Units**	**Values**
TDS	mg / L	416
pH	S. U	8.03
Alkalinity	mg / L as CaCO3	77
Ca	mg / L as CaCO3	35.1
Cl	mg / L	85.8
SO_4^{2-}	mg / L	127
TCEQ Corrosion Indices		
Temperature	**10 ° C**	**25 ° C**
Langelier Index	-0.49	-0.26
Ryznar Index	9.01	8.56
Aggressiveness Index	11.46	11.46
CCPP	-3.63	-2.06
CSMR	0.68	0.68
TCEQ Grade	**Corrosive**	

Table B-11: October 2022

Model Input		
Parameters	**Units**	**Values**
TDS	mg / L	413
pH	S. U	8.06
Alkalinity	mg / L as CaCO3	80.2
Ca	mg / L as CaCO3	37.1
Cl	mg / L	76.7
SO_4^{2-}	mg / L	114
TCEQ Corrosion Indices		
Temperature	**10 ° C**	**25 ° C**
Langelier Index	-0.42	-0.19
Ryznar Index	8.89	8.45
Aggressiveness Index	11.53	11.53
CCPP	-3.19	-1.56
CSMR	0.67	0.67
TCEQ Grade	**Slightly Corrosive**	

Table B-12: November 2022

Model Input		
Parameters	**Units**	**Values**
TDS	mg / L	451
pH	S. U	8.1
Alkalinity	mg / L as CaCO3	85.8
Ca	mg / L as CaCO3	47.6
Cl	mg / L	94.4
SO_4^{2-}	mg / L	132
TCEQ Corrosion Indices		
Temperature	**10 ° C**	**25 ° C**
Langelier Index	-0.25	-0.02
Ryznar Index	8.59	8.14
Aggressiveness Index	11.71	11.71
CCPP	-2.04	-0.25
CSMR	0.72	0.72
TCEQ Grade	**Slightly Corrosive**	

Table B-13: December 2022

Model Input		
Parameters	**Units**	**Values**
TDS	mg / L	418
pH	S. U	8.19
Alkalinity	mg / L as CaCO3	89.3
Ca	mg / L as CaCO3	45
Cl	mg / L	88.8
SO_4^{2-}	mg / L	143
TCEQ Corrosion Indices		
Temperature	**10 ° C**	**25 ° C**
Langelier Index	-0.16	0.07
Ryznar Index	8.50	8.06
Aggressiveness Index	11.79	11.79
CCPP	-1.33	0.49
CSMR	0.62	0.62
TCEQ Grade	**Slightly Corrosive**	

Date:	10/17/2023
Agenda Item #:	4. F.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve an **Amendment for Professional Services between the Town of Little Elm and Paul J. Liston, Independent Contractor, in the position of the Little Elm Municipal Court Prosecutor.**

DESCRIPTION:

The Town has outsourced with an independent contract to serve in the capacity of Town Attorney for the Town for purposes of prosecution in the Municipal Court. Paul Liston has served as the Town's Prosecutor since 2005 and assists the Town in various capacities as it relates to the Municipal Court. The Town's current contract with Paul Liston approved by Council January 5th, 2021 automatically renews each year unless terminated by the Town or Liston. For these services, the Town has paid Paul Liston $150 per hour since 2012. The Prosecutor is requesting an amendment to his contract to increase his compensation from $150 an hour to $175 an hour. This would be effective the date of this executed amendment. The Town did plan for this requested increase by supplementing the line item within the Court budget that is in the Fiscal Year (FY) 2024 adopted budget.

BUDGET IMPACT:

Funding provided in the Municipal Court FY 2024 adopted budget.

RECOMMENDED ACTION:

Staff recommends approval.

Date:	10/17/2023
Agenda Item #:	4. G.
Department:	Public Works
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve an **Interlocal Agreement with Mustang Special Utility District to Provide an Emergency Water Interconnect with the Town of Little Elm Located in the Western Portion of the Town Along FM720.**

DESCRIPTION:

The Town of Little Elm currently relies on a single entry point for its potable water supply, a situation that presents certain vulnerabilities as our community continues to expand. Recognizing the importance of ensuring a continued water supply to our residents, especially during catastrophic emergencies, our staff has proactively undertaken investigations into enhancing our emergency preparedness. One of the key strategies we are pursuing to bolster our resilience is the establishment of emergency water interconnections with neighboring water providers. One of those neighboring providers is Mustang Special Utility District (referred to as "MUSTANG").

Staff has negotiated an Interlocal Agreement between the Town of Little Elm (referred to as "LITTLE ELM") and MUSTANG. This agreement is essential for ensuring the provision of emergency treated water supply in the event of equipment or system failures, among other emergency conditions. Below, I have outlined the key points of the agreement and the rationale behind the need for this interconnect.

Agreement Overview:

1. Purpose: The primary purpose of this Interlocal Agreement is to establish a cooperative effort between LITTLE ELM and MUSTANG for delivering and distributing emergency treated water supply during various emergency situations, such as equipment or system failures.
2. Definitions: The agreement includes a section defining important terms and phrases, ensuring clarity and shared understanding.
3. Emergency Water Transfer: It outlines the process for transferring treated water during emergency conditions and specifies the quantity and quality of water to be delivered.

4. Unit Rate Price: The agreement sets the unit rate for the transfer of water, and it is based on LITTLE ELM's wholesale rate for treated water.
5. Transfer Initiation and Termination: Procedures for initiating and terminating water transfers during emergency conditions are defined, emphasizing the importance of collaboration between the Town Manager and General Manager.
6. Construction, Operation, and Maintenance of the Interconnection(s): The agreement outlines responsibilities for the design, construction, and maintenance of interconnection facilities, emphasizing the cooperation between LITTLE ELM and MUSTANG.
7. Delegation of Administrative Authority: Administrative functions related to the agreement are delegated to the Town Manager and General Manager, streamlining decision-making processes.
8. General Provisions: This section covers various aspects such as amendment procedures, notice requirements, jurisdiction, and dispute resolution.
9. Duration: The initial term of the agreement is ten years, with automatic renewals for successive five-year terms unless terminated with proper notice.

Need for the Interlocal Agreement:

The agreement serves a crucial purpose in safeguarding the availability of emergency treated water supply for our Town during unforeseen circumstances. Here are some key reasons for its necessity:

1. Emergency Preparedness: The agreement enhances our emergency preparedness by ensuring that we have access to an alternative water supply in case of unexpected system failures or equipment breakdowns.
2. Collaboration with MUSTANG: MUSTANG, a respected governmental entity, can provide vital assistance during emergencies, facilitating swift responses to critical situations.
3. Cost-Effective Solution: Sharing costs for inspection, maintenance, and repairs of the interconnection facilities ensures a cost-effective approach to emergency water supply.
4. Quality Assurance: The agreement guarantees that the quality of water delivered during emergencies complies with all applicable state and federal standards, ensuring the safety of our residents.
5. Legal Framework: The Interlocal Cooperation Act and relevant Texas statutes provide the legal framework for this agreement, allowing local governments to work together efficiently.
6. Flexibility: The agreement allows for amendments and adjustments to terms and conditions as necessary, ensuring flexibility to meet changing needs.

Once the agreement has been approved, staff will hire a consultant engineer to provide construction plans for the project.

In conclusion, this Interlocal Agreement with MUSTANG is a crucial step towards ensuring the safety and well-being of our community during emergency situations. It provides a reliable and cost-effective solution to emergency water supply and aligns with our commitment to providing essential services to our residents. Staff recommends approval of this agreement, as it serves our Town's best interests and enhances our emergency preparedness capabilities.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF LITTLE ELM AND MUSTANG
SPECIAL UTILITY DISTRICT FOR
EMERGENCY WATER SUPPLY

This Interlocal Agreement ("Agreement") is effective as of the _____ day of _____, 2023 by and between the **Town of Little Elm**, a Texas Home Rule Municipal Corporation, (hereinafter referred to as "**LITTLE ELM**") and **Mustang Special Utility District**, a governmental entity under Article XVI, Section 59 of the Texas Constitution, organized and operating pursuant to chapters 49 and 65 of the Texas Water Code, (hereinafter referred to as "**MUSTANG**") each acting herein by and through its respective governing body.

WHEREAS, Chapter 791 of the **TEXAS GOVERNMENT CODE**, also known as the **INTERLOCAL COOPERATON ACT**, allows local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, LITTLE ELM, a home-rule municipality organized under the laws of the State of Texas, holds the Certificate of Convenience and Necessity to provide water service in the territorial boundaries of the Town of Little Elm; and

WHEREAS, MUSTANG, a governmental entity created under Section 59, Art. XVI of the Texas Constitution, holds the Certificate of Convenience and Necessity No. 11856 (water) by which Mustang is authorized to provide retail water services within its certified area in Denton County and Grayson County, Texas; and

WHEREAS, the parties desire to enter into an Interlocal Agreement for the purposes of providing for the delivery and distribution of emergency treated water supply in the event of an equipment and/or system failure and during other appropriate emergency conditions; and

WHEREAS, LITTLE ELM and **MUSTANG** propose to establish water system interconnections and interconnection improvements between the **LITTLE ELM** municipal water system and the **MUSTANG** water system in locations determined from time to time by the **LITTLE ELM** Town Manager and **MUSTANG** General Manager for the purpose of providing emergency water flow to assist either party in the event of a system and/or equipment failure and during other appropriate emergency conditions; and

WHEREAS, LITTLE ELM and **MUSTANG** agree that each system is required to meet minimum requirements for supply per Texas Administrative Code Title 30 Part l Chapter 290 Subchapter D; and

WHEREAS, it is to the mutual benefit of **LITTLE ELM** and **MUSTANG** to provide reciprocal terms and conditions for an emergency supply of water in advance of actual needs;

NOW, THEREFORE the parties herein enter into this Agreement to outline the joint participation of **LITTLE ELM** and **MUSTANG** as follows:

ARTICLE I: DEFINITIONS

1.1 For the purposes of the Agreement, when not consistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word “may" is permissive. Words not defined in the Agreement shall be given their common and ordinary meaning.

1.2 For the purpose of the Agreement, the following words, terms, phrases, and their derivatives shall have the meaning given below:

1.2.1 **Town Manager**: the Town Manager of Little Elm, or the Manager's designated representative.

1.2.2 **Little Elm**: the Town of Little Elm, Texas, a home rule municipal corporation in the County of Denton, State of Texas.

1.2.3 **Emergency Condition**: any equipment or facility failure, or operational event beyond the control of one of the parties in which the water system of either party cannot maintain the minimum water pressure necessary to meet TAC 30.1 §290 Subchapter D. The emergency connection and supply of water will not occur for the purpose of compensating for system deficiencies, general drought, or high usage by customers.

1.2.4 **General Manager or Manager**: The General Manager of the Mustang Special Utility District or the General Manager’s designated representative.

1.2.5 **Interconnection**: a system of pipes, valves, meters and backflow prevention devices, allowing water to flow by system pressure differential through a facility from the **LITTLE ELM** water system into the **MUSTANG** water system, or from the **MUSTANG** water system into the **LITTLE ELM** water system.

1.2.6 **Mustang Special Utility District**: the Mustang Special Utility District, a Texas governmental entity established under Section 59, Article XVI of the Texas Constitution, in the County of Denton, State of Texas.

1.2.7 **Water System**: the pipes, facilities, and other appurtenances owned, operated, and maintained by a party to this Agreement to provide potable water to the party's territory.

1.2.8 **Renewal Date**: Ten years after the effective date of this Agreement and thereafter, every five years. Agreement can only be cancelled with 180 day notice prior to end of agreement or at anytime with 365 day notice.

1.2.9 **Unit Rate**: the cost for each one thousand (1,000) gallons of water supplied.

ARTICLE II: EMERGENCY WATER TRANSFER

2.1 *Transfer and Point(s) of Delivery*

2.1.1 In the event an Emergency Condition exists in either **LITTLE ELM** or **MUSTANG**, each party agrees to provide available treated water to the requesting party through a manually operated interconnection(s) at the point(s) of delivery identified in Exhibit A, and other locations as agreed to the parties in a written amendment to this Agreement.

2.1.2 During the Emergency Condition, the supplying party agrees to transfer water to the requesting party through the interconnection at the available pressure maintained in the supplying party's distribution system. The parties understand and agree that the supplying party is under no obligation to furnish pressurized water to any connection between the point of delivery and the other party's facilities for sustaining and increasing pressure. The requesting party may utilize the pressure maintained in the supplying party's system for movement of water from the point of delivery to the point where the requesting party has facilities for sustaining or increasing pressure.

2.2 *Quality*. The water delivered to the requesting party at the interconnect will be of the same or similar quality as the water delivered to the supplying party's customers, and in compliance with all applicable State and Federal water standards.

2.3 *Quantity*.

2.3.1 Subject to availability, the supplying party will deliver emergency water supply to the requesting party at a quantity not exceeding 2,100 gallons per minute or 3.0 million gallons per day necessary to meet TCEQ minimum supply requirements.

2.3.2 Neither party has requested a firm availability of water. If a party does not have the ability to provide the quantity of emergency water supply requested by the other party for whatever reason, the supplying party has the right and authority to limit the emergency water supply provided to the requesting party. The supplying party will notify the requesting party of the quantity of emergency water supply provided if less than the amount requested.

2.3.3 If the supplying party has an emergency in its system at a time the requesting party has requested or is receiving emergency water supply, the supplying party has the right to deny or terminate the emergency supply to the requesting party.

2.3.4 The delivery of emergency water supply to the requesting party shall not exceed sixty (60) calendar days per event without the approval of the governing body of the supplying party.

ARTICLE III: UNIT RATE PRICE

3.1 The unit rate per one thousand (1,000) gallons of water transferred through any interconnection will be calculated using the **LITTLE ELM** wholesale rate for the purchase of treated water during the timeframe that the Emergency Condition(s) exist. **LITTLE ELM** evaluates the wholesale rate annually and includes the updated figures in the annual rate ordinance that is adopted by **LITTLE ELM** Council. The current rate for Fiscal Year 2023 is $4.03/1000 gallons.

3.1.1 It is understood by both parties that water rates are subject to change based on approval by either the **LITTLE ELM** Council or the **MUSTANG** Board of Directors.

ARTICLE IV: TRANSFER INITIATION AND TERMINATION

4.1 The Parties acknowledge that transfers of treated water through interconnections consisting of piping and valves **will not be operated** without an authorized representative from both parties being present.

4.2 The following are contact phone numbers for each party:

LITTLE ELM	Municipal Service Center (Day)	(972) 377-5556
	Emergency	(same)
MUSTANG	Mustang Special Utility District	(940)440-9561
	Emergency	(972)948-9358

4.3 The party's agree that the termination of water transfer during emergency fire flow conditions will only occur after consultation between the Town Manager and/or designee and General Manager. The decision to terminate the transfer of water during emergency conditions will take into consideration the following items listed in the enumerated order of importance:

1. Protection of Life
2. Protection of Exposed Property
3. Protection of Buildings
4. Interruption of Water Service

4.4 The parties agree that the party receiving emergency water will use its best efforts to resolve the emergency situation as soon as possible.

ARTICLE V: CONSTRUCTION, OPERATION AND MAINTNANCE OF THE INTERCONNECTION(S)

5.1 *Interconnection Facilities*

5.1.1 The parties at the beginning of this Agreement shall cause the design and construction of the connection necessary for delivery of emergency water supply under this Agreement. **LITTLE ELM** is responsible for serving as Project Manager

and will contract for the engineering and construction of the interconnection; **LITTLE ELM** shall provide **MUSTANG** an opportunity to review, comment and/or agree on the design, bids and specifications. The parties anticipate the engineer and construction contractor will issue progress billing statements. **LITTLE ELM** shall provide **MUSTANG** a copy of the progress billing received; within thirty (30) days of receiving the billing statement, **LITTLE ELM** agrees to pay for all costs associated with the design and construction of the Interconnection, up to and including the connection to MUSTANG's water pipe(s).

5.1.2 As Project Manager, **LITTLE ELM** assumes responsibility for necessary permits and/or approvals, i.e., Texas Department of Transportation, Texas Commission on Environmental Quality, Town of Little Elm, Town of Oak Point etc.

5.1.3 The parties may agree to the design and construct additional interconnection facilities at other points of delivery. The parties shall amend this Agreement should the parties determine additional interconnection points of delivery are necessary.

5.2 *Access, Use, and Right-of-Way*. The parties agree to furnish any rights-of-way necessary for the connection and metering facilities. **LITTLE ELM** and **MUSTANG** agree to provide unlimited access and use to the connection and areas along the routes of the delivery facilities as necessary to maintain the facilities and operate the facilities during the period of emergency.

5.3 *Operations and Maintenance*.

5.3.1 At least on an annual (once a calendar year) basis, the parties will inspect, test, and perform any routine maintenance to the interconnection(s). The parties agree to share equally in the cost of the inspection, testing, and maintenance of the interconnection(s), including the costs and expenses for repair and replacement of interconnection components. The entity conducting the inspection, testing, and maintenance shall calculate the associated costs, and provide an itemized report. The parties shall provide payment for its portion of the inspection, testing, and routine maintenance. **LITTLE ELM** shall be responsible for setting up and invoicing **MUSTANG** for their portion.

5.3.2 The parties agree to provide a minimum of seventy-two (72) hours of advanced notification prior to any testing or maintenance being performed on the interconnection(s), when applicable.

5.3.3 The parties agree to share in the costs for major repairs or rehabilitation of the connection not considered within the scope of routine maintenance. Unless an emergency situation, the parties shall mutually determine and agree on major repairs or rehabilitation of the connection or metering facilities prior to the repairs or rehabilitation.

5.3.4 Upon the execution of this Agreement, the parties will establish a mutually agreeable schedule for inspection, testing, and maintenance, which may be amended as necessary from time to time upon mutual written agreement.

5.3.5 **LITTLE ELM** assumes no responsibility for the operation or maintenance of any portion of **MUSTANG's** water system, and **MUSTANG** assumes no responsibility for the operation or maintenance of any portion of **LITTLE ELM's** water system.

ARTICLE VI: DELEGATION OF ADMINISTRATIVE AUTHORITY

6.1 The Town Council of **LITTLE ELM** and the Board of Directors of **MUSTANG** hereby delegate the following administrative functions to the Town Manager and General Manager respectively, in this Agreement:

1. To modify, move, or install new interconnections provided that costs for such modifications, relocations or installations are within the spending authority of the Town Manager and the General Manager.
2. Any decisions regarding routine maintenance and operation of the interconnection.

ARTICLE VII: GENERAL PROVISIONS

7.1 Except as otherwise provided therein, the terms and conditions of this Agreement may be modified at any time by the mutual written consent of both parties. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and approved by the governing body of each party.

7.2 Any notice required or permitted between the parties must be in writing, and shall be delivered in person, or by certified mail, return receipt requested, or via facsimile to the following:

LITTLE ELM:
TOWN OF LITTLE ELM
Attention: Town Manager
100 W. Eldorado Parkway
Little Elm, Texas 75068

MUSTANG
Mustang SUD
Attention: General Manager
7985 FM 2931
Aubrey, Texas 76227

7.3 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

7.4 This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Denton County. Texas. The Parties expressly agree that venue and jurisdiction of any action filed in connection with this Agreement shall be brought exclusively in the State District Court located in Denton County, Texas.

7.5 **To the extent permitted by law and without waving each respective party's governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act, LITTLE ELM and MUSTANG agree to hold each other harmless from and against any and all claims or causes of action arising out of or in connections with the provision of water.**

7.6 It is understood that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. Not verbal agreement or conversation with any officer, agent or employee of either party, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder.

7.7 The initial term of this Agreement is for ten (10) years from the later of the following: (i) the date the **LITTLE ELM** Town Council approves the Agreement, and (ii) the date the **MUSTANG** Board of Directors approves the Agreement. This Agreement shall automatically renew thereafter for successive terms of five (5) years unless either party terminates this Agreement by providing written notice to the non-canceling party at the address listed in Section 7.2 of this Agreement not less than 180 days in advance of the cancellation date. A party may terminate this Agreement with thirty days' notice in the event the other party fails to perform an obligation under this Agreement or breaches a provision of this Agreement, and has not cured same within sixty (60) days of notice of the breach or failure to comply.

7.8 Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

7.9 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other difference or subsequent breach.

7.10 This Agreement and all rights and obligations contained herein may not be assigned without the prior written approval of the other party.

7.11 If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7.12 This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties. It is expressly understood and agreed that, in the execution of this Agreement, neither **MUSTANG** nor **LITTLE ELM** waives, nor shall be deemed hereby to have waived, any immunity or defense available to it by law.

7.13 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

7.14 The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

SIGNED this the _____ day of _____, 2023

TOWN OF LITTLE ELM

_____
Curtis Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

MUSTANG SUD

_____
Michael Walker, President

ATTEST:

_____
Mike Gauntt, Vice President

Date:	10/17/2023
Agenda Item #:	4. H.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Consider Action to Approve **Authorization to the Town Manager to Execute the Home Improvement Tax Incentive Program Agreement.**

DESCRIPTION:

In 2017, the Town initiated a Home Improvement Incentive Program, open to all single-family residential property owners. The incentive program applies to improvements made to the exterior or interior of a residence, as well as permanent improvements to the lot, such as an in-ground pool or outdoor kitchen. The incentive is based on the increase in the Town property tax on the residence in the first full tax year following the completion of the improvements. The incentive amount is calculated as follows: the Town tax increase multiplied by ten (tax increase X 10). Payments shall be paid to the homeowner in one lump sum.

All homeowners in single-family zoned areas are eligible to participate, except those who are delinquent in property taxes or other fees. To qualify, improvement project(s) involving the reconstruction or remodeling of a single-family home must cost at least $20,000 and be completed within 24 months of execution of this Agreement. After applying for the program, Staff must approve the project before the property owner moves forward with improvements. Staff will conduct inspections as necessary. Once work is completed, Staff will do a final inspection, review the provided receipts for the scope of work completed, and initiate the incentive amount to the homeowner based on the tax increase between the appraised taxable property value at the time of application and the appraised taxable property value one year after completion of the improvements.

Staff will continue to work with the current property owners of 111 Lakeside Lane, Robert and Olga Campbell, in the redevelopment of their property pursuant to the Agreement.

Proposed projects the property owners intend to complete include, but are not limited to a residential addition to the existing residential structure.

BUDGET IMPACT:

The Agreement details the property owners have up to 24 months to complete their project(s). The impacted budget will have funding for the Home Improvement Tax Incentive Program; the anticipated range of the incentive payment is between $2,000-$5,000. The funds will be allocated in the General Fund within the Finance Department's operating budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

MITIP Agreement - 111 Lakeside Lane

STATE OF TEXAS	**§**	**TOWN OF LITTLE ELM, TEXAS**
	§	**QUALIFYING HOME IMPROVEMENT TAX INCENTIVE PROGRAM**
DENTON COUNTY	**§**	**AGREEMENT**

This Qualifying Home Improvement Tax Incentive Program Agreement ("**Agreement**") is made by and between the Town of Little Elm, Texas ("**Town**") and Robert and Olga Campbell ("**Property Owner**") (each a "**Party**" or collectively the "**Parties**"**),** acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Property Owner is the owner of the real property located at 111 Lakeside Lane, Little Elm, TX 75068 (the "**Property**"); and

WHEREAS, Texas Local Government Code Chapter 380 allows the Town to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the redevelopment of existing housing stock in the Town promotes economic development within the Town and is essential for the continued economic growth and vitality of the Town; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the Town, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, the promotion of the housing stock is a major contributing factor to the growth of the Town, which in turns stimulates trade and commerce and reduces unemployment; and

WHEREAS, residential development and redevelopment will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, the Town has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the Town, will benefit the Town and the Town's inhabitants and will promote local economic development and stimulate business and commercial activity in the Town.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated, as provided herein.

Article II
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Approved Project" shall mean a project for home improvements, modifications or remodeling of the Property as approved by the Town's Director of Development Services as being eligible for an incentive under the Home Improvement Tax Incentive Program.

"Bankruptcy or Insolvency" shall mean insolvency, appointment of receiver for the Property Owner and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Property Owner and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Commencement of Construction" shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Approved Project; and (ii) all necessary permits for the construction of the Approved Project have been issued by all applicable governmental authorities.

"Completion of Construction" shall mean the date of the final Home Improvement Tax Incentive Program inspection of the Property by the Town's Director of Development Services, or designee, following the completion of construction of the Approved Project.

"Effective Date" shall mean the last date of execution hereof.

"Expiration Date" shall mean two (2) years from the Effective Date.

"Home Improvement Tax Incentive Program" shall mean the Town of Little Elm Home Improvement Tax Incentive Program adopted by Town of Little Elm Ordinance No. 1433, as amended. The Home Improvement Program is limited to one approved project per location per calendar year. A proposed project for home improvements, modifications or remodeling of a property is not eligible for an incentive under the Home Improvement Tax Incentive Program while an Approved Project is pending and has not been completed.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special,

ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owner or any property or any business owned by Property Owner within the Town.

"Incentive" shall mean an economic development incentive in an amount equal to ten (10) times the amount of increase in property taxes for the Property for the first tax year following the date of Completion of Construction as the result of the increase in the Taxable Value of the Improvements, under the Home Improvement Tax Incentive Program as determined by the Director of Development Services for the Approved Project.

"Property" shall mean the real property, including the improvements, located at 111 Lakeside Lane, Little Elm, TX 75068.

"Property Owner" shall mean the owner of the Property.

"Taxable Value" shall mean the appraised value of the Property as certified by the Denton County Appraisal District, or its successor entity, as of January 1 of a given year.

"Town" shall mean the Town of Little Elm, Texas.

Article III
Economic Development Incentive

3.1 **Payment.** Subject to the Property Owner's continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owner to repay the Incentive pursuant to Section 5.2 hereof, the Town agrees to provide the Incentive to the Property Owner to be paid in a single lump-sum payment on or about April 1 of the first full calendar year following the date of Completion of Construction. For example, assume that the Approved Project is completed on June 30, 2019, and that the 2020 property taxes for the Property increased $500.00 above the 2019 property taxes as a result of the Approved Project, then the total Incentive would be $5,000.00, and would be paid on or about April 1, 2021. The incentive amount will be finally conveyed and accepted by the property owner and the Town in the economic development agreement in advance of the incentive payment pursuant to Section 4.4 hereof.

3.2 **Current Revenue.** The Incentive made hereunder shall be paid solely from lawfully available funds that have been appropriated by the Town. Under no circumstances shall the Town's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the Town's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other Party.

Article IV
Incentive Conditions

The obligation of the Town to pay the Incentive shall be conditioned upon the continued compliance with and satisfaction of the terms and conditions of this Agreement by the Property

Owner and each of the conditions set forth in this Article.

4.1 **Inspections.** The Property Owner agrees to submit to periodic inspections of the Property by the Town during the period beginning with the date of Commencement of Construction and ending on date of Completion of Construction.

4.2 **Construction Costs.** The construction costs incurred and paid by the Property Owner for the Approved Project shall be at least $20,000.00 (the "Certified Construction Acceptable Costs"). The Property Owner shall, as a condition precedent to the payment of the Incentive, provide copies of invoices, receipts and other documentation as may be reasonably requested by the Town to verify the costs incurred and paid by the Property Owner for construction of the Approved Project.

4.3 **Completion of Construction.** The Property Owner shall cause Completion of Construction of the Approved Project to occur on or before twenty-four (24) calendar months after the Town approval of this Development Agreement. The Property Owner shall request the Director of Development Services inspect the Approved Project on or before twenty-four (24) calendar months after the Town approval of the Property Owner's proposed project for an Incentive. The Property Owner shall cause Completion of Construction of the Approved Project to occur prior to any sale or transfer of the Property to another person, company or other entity, unless the Agreement has been assigned by the Property Owner as permitted in Section 6.1.

4.4 **Approval of Economic Development Agreement.** Provided that all documentation of payments made by the Property Owner has been received Town, the amount of the incentive shall be determined by the Director of Development Services, whose decision shall be final in all respects. The incentive amount will be finally conveyed and accepted by the property owner and the Town in the economic development agreement in advance of the incentive payment. The economic development agreement shall be executed by the Property Owner and the Town prior to the Incentive Payment.

Article V
Termination

5.1 This Agreement shall terminate upon the occurrence of any one of the following:

(a) Mutual agreement of the Parties;

(b) The Expiration Date;

(c) At the Town's option, if any Impositions owed to the Town or the State of Texas by Property Owner shall become delinquent (provided, however, Property Owner retains the right to timely and properly protest and contest any such Impositions);

(d) By the Town, in the event Property Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;

(e) By the Town, if the Property Owner suffers an event of Bankruptcy or Insolvency;

(f) By the Town, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(g) The sale or transfer of the Property following one assignment of this Agreement as provided herein.

5.2 In the event of termination by the Town pursuant to 5.1(c), (d), (e), (f) or (g), the Property Owner shall immediately repay to the Town an amount equal to Incentive paid to Property Owner, if any, prior to termination of this Agreement.

Article VI
Miscellaneous

6.1 **Assignment.** This Agreement may not be assigned without the prior written consent of the Town, except that this Agreement may be assigned by the Property Owner one (1) time in connection with the sale or transfer of the ownership (including a life estate) of the Property to a subsequent owner of the Property upon thirty (30) days prior written notice to the Town. This Agreement shall automatically terminate upon any subsequent sale or transfer of the ownership of the Property.

6.2 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties hereto.

6.3 **Limitation on Liability.** It is understood and agreed between the Parties that the Property Owner, in satisfying the conditions of this Agreement, has acted independently, and Town assumes no responsibilities or liabilities to third Parties in connection with these actions.

6.4 **No Joint Venture.** 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 or joint venture among the Parties.

6.5 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Property Owner, to:
Robert and Olga Campbell
111 Lakeside Lane
Little Elm, TX 75068

If intended for Town, to:
Attn: Development Services
100 W. Eldorado Parkway
Little Elm, TX 75068

6.7 **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.8 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.9 **Amendment.** This Agreement may only be amended by the mutual written agreement of the Parties.

6.10 **Legal Construction.** 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.

6.11 **Recitals.** The recitals to this Agreement are incorporated herein.

6.12 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.13 **Survival of Covenants.** 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 of this Agreement shall survive termination.

6.14 **Employment of Undocumented Workers.** During the term of this Agreement the Property Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Property Owner shall repay the amount of the Grant and any other funds received by the Property Owner from the Town as of the date of such violation within one hundred twenty (120) days after the date the Property Owner is notified by the Town of such violation, plus interest at the rate of four (4%) compounded annually from the date of violation until paid.

[Signature Page to Follow]

EXECUTED on this _____ day of _____, 20____.

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller, Town Manager

EXECUTED on this 9 day of OCTOBER, 2023

PROPERTY OWNER

Robert Campbell

Anya Campbell

Date:	10/17/2023
Agenda Item #:	4. I.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Consider Action to Approve **Authorization to the Town Manager to Execute the Home Improvement Tax Incentive Program Agreement for 1301 Xeraco Drive.**

DESCRIPTION:

In 2017, the Town initiated a Home Improvement Incentive Program, open to all single-family residential property owners. The incentive program applies to improvements made to the exterior or interior of a residence, as well as permanent improvements to the lot, such as an in-ground pool or outdoor kitchen. The incentive is based on the increase in the Town property tax on the residence in the first full tax year following the completion of the improvements. The incentive amount is calculated as follows: the Town tax increase multiplied by ten (tax increase X 10). Payments shall be paid to the homeowner in one lump sum.

All homeowners in single-family zoned areas are eligible to participate, except those who are delinquent in property taxes or other fees. To qualify, improvement project(s) involving the reconstruction or remodeling of a single-family home must cost at least $20,000 and be completed within 24 months of execution of this Agreement. After applying for the program, Staff must approve the project before the property owner moves forward with improvements. Staff will conduct inspections as necessary. Once work is completed, Staff will do a final inspection, review the provided receipts for the scope of work completed, and initiate the incentive amount to the homeowner based on the tax increase between the appraised taxable property value at the time of application and the appraised taxable property value one year after completion of the improvements.

Staff will continue to work with the current property owners of 1301 Xeraco Drive, David and Amy Hillock, in the redevelopment of their property pursuant to the Agreement.

Proposed projects the property owners intend to complete include, but are not limited to the construction of new pool and outdoor living space.

BUDGET IMPACT:

The Agreement details the property owners have up to 24 months to complete their project(s). The impacted budget will have funding for the Home Improvement Tax Incentive Program; the anticipated range of the incentive payment is between $2,000-$5,000. The funds will be allocated in the General Fund within the Finance Department's operating budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

HITIP Agreement - 1301 Xeraco Drive

STATE OF TEXAS	§	**TOWN OF LITTLE ELM, TEXAS**
	§	**QUALIFYING HOME IMPROVEMENT TAX INCENTIVE PROGRAM**
DENTON COUNTY	§	**AGREEMENT**

This Qualifying Home Improvement Tax Incentive Program Agreement ("**Agreement**") is made by and between the Town of Little Elm, Texas ("**Town**") and David and Amy Hillock ("**Property Owner**") (each a "**Party**" or collectively the "**Parties**"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Property Owner is the owner of the real property located at 1301 Xeraco Drive, Little Elm, TX, 75068 (the "**Property**"); and

WHEREAS, Texas Local Government Code Chapter 380 allows the Town to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the redevelopment of existing housing stock in the Town promotes economic development within the Town and is essential for the continued economic growth and vitality of the Town; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the Town, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, the promotion of the housing stock is a major contributing factor to the growth of the Town, which in turns stimulates trade and commerce and reduces unemployment; and

WHEREAS, residential development and redevelopment will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, the Town has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the Town, will benefit the Town and the Town's inhabitants and will promote local economic development and stimulate business and commercial activity in the Town.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated, as provided herein.

Article II
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Approved Project" shall mean a project for home improvements, modifications or remodeling of the Property as approved by the Town's Director of Development Services as being eligible for an incentive under the Home Improvement Tax Incentive Program.

"Bankruptcy or Insolvency" shall mean insolvency, appointment of receiver for the Property Owner and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Property Owner and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Commencement of Construction" shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Approved Project; and (ii) all necessary permits for the construction of the Approved Project have been issued by all applicable governmental authorities.

"Completion of Construction" shall mean the date of the final Home Improvement Tax Incentive Program inspection of the Property by the Town's Director of Development Services, or designee, following the completion of construction of the Approved Project.

"Effective Date" shall mean the last date of execution hereof.

"Expiration Date" shall mean two (2) years from the Effective Date.

"Home Improvement Tax Incentive Program" shall mean the Town of Little Elm Home Improvement Tax Incentive Program adopted by Town of Little Elm Ordinance No. 1433, as amended. The Home Improvement Program is limited to one approved project per location per calendar year. A proposed project for home improvements, modifications or remodeling of a property is not eligible for an incentive under the Home Improvement Tax Incentive Program while an Approved Project is pending and has not been completed.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special,

ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owner or any property or any business owned by Property Owner within the Town.

"Incentive" shall mean an economic development incentive in an amount equal to ten (10) times the amount of increase in property taxes for the Property for the first tax year following the date of Completion of Construction as the result of the increase in the Taxable Value of the Improvements, under the Home Improvement Tax Incentive Program as determined by the Director of Development Services for the Approved Project.

"Property" shall mean the real property, including the improvements, located at 1301 Xeraco Drive, Little Elm, TX, 75068.

"Property Owner" shall mean the owner of the Property.

"Taxable Value" shall mean the appraised value of the Property as certified by the Denton County Appraisal District, or its successor entity, as of January 1 of a given year.

"Town" shall mean the Town of Little Elm, Texas.

Article III
Economic Development Incentive

3.1 **Payment.** Subject to the Property Owner's continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owner to repay the Incentive pursuant to Section 5.2 hereof, the Town agrees to provide the Incentive to the Property Owner to be paid in a single lump-sum payment on or about April 1 of the first full calendar year following the date of Completion of Construction. For example, assume that the Approved Project is completed on June 30, 2019, and that the 2020 property taxes for the Property increased $500.00 above the 2019 property taxes as a result of the Approved Project, then the total Incentive would be $5,000.00, and would be paid on or about April 1, 2021. The incentive amount will be finally conveyed and accepted by the property owner and the Town in the economic development agreement in advance of the incentive payment pursuant to Section 4.4 hereof.

3.2 **Current Revenue.** The Incentive made hereunder shall be paid solely from lawfully available funds that have been appropriated by the Town. Under no circumstances shall the Town's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the Town's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other Party.

Article IV
Incentive Conditions

The obligation of the Town to pay the Incentive shall be conditioned upon the continued compliance with and satisfaction of the terms and conditions of this Agreement by the Property

Owner and each of the conditions set forth in this Article.

4.1 **Inspections.** The Property Owner agrees to submit to periodic inspections of the Property by the Town during the period beginning with the date of Commencement of Construction and ending on date of Completion of Construction.

4.2 **Construction Costs.** The construction costs incurred and paid by the Property Owner for the Approved Project shall be at least $20,000.00 (the "Certified Construction Acceptable Costs"). The Property Owner shall, as a condition precedent to the payment of the Incentive, provide copies of invoices, receipts and other documentation as may be reasonably requested by the Town to verify the costs incurred and paid by the Property Owner for construction of the Approved Project.

4.3 **Completion of Construction.** The Property Owner shall cause Completion of Construction of the Approved Project to occur on or before twenty-four (24) calendar months after the Town approval of this Development Agreement. The Property Owner shall request the Director of Development Services inspect the Approved Project on or before twenty-four (24) calendar months after the Town approval of the Property Owner's proposed project for an Incentive. The Property Owner shall cause Completion of Construction of the Approved Project to occur prior to any sale or transfer of the Property to another person, company or other entity, unless the Agreement has been assigned by the Property Owner as permitted in Section 6.1.

4.4 **Approval of Economic Development Agreement.** Provided that all documentation of payments made by the Property Owner has been received Town, the amount of the incentive shall be determined by the Director of Development Services, whose decision shall be final in all respects. The incentive amount will be finally conveyed and accepted by the property owner and the Town in the economic development agreement in advance of the incentive payment. The economic development agreement shall be executed by the Property Owner and the Town prior to the Incentive Payment.

Article V
Termination

5.1 This Agreement shall terminate upon the occurrence of any one of the following:

(a) Mutual agreement of the Parties;

(b) The Expiration Date;

(c) At the Town's option, if any Impositions owed to the Town or the State of Texas by Property Owner shall become delinquent (provided, however, Property Owner retains the right to timely and properly protest and contest any such Impositions);

(d) By the Town, in the event Property Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;

(e) By the Town, if the Property Owner suffers an event of Bankruptcy or Insolvency;

(f) By the Town, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(g) The sale or transfer of the Property following one assignment of this Agreement as provided herein.

5.2 In the event of termination by the Town pursuant to 5.1(c), (d), (e), (f) or (g), the Property Owner shall immediately repay to the Town an amount equal to Incentive paid to Property Owner, if any, prior to termination of this Agreement.

Article VI
Miscellaneous

6.1 **Assignment.** This Agreement may not be assigned without the prior written consent of the Town, except that this Agreement may be assigned by the Property Owner one (1) time in connection with the sale or transfer of the ownership (including a life estate) of the Property to a subsequent owner of the Property upon thirty (30) days prior written notice to the Town. This Agreement shall automatically terminate upon any subsequent sale or transfer of the ownership of the Property.

6.2 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties hereto.

6.3 **Limitation on Liability.** It is understood and agreed between the Parties that the Property Owner, in satisfying the conditions of this Agreement, has acted independently, and Town assumes no responsibilities or liabilities to third Parties in connection with these actions.

6.4 **No Joint Venture.** 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 or joint venture among the Parties.

6.5 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Property Owner, to:
David and Amy Hillock
1301 Xeraco Dr.
Little Elm, TX 75068

If intended for Town, to:

Attn: Development Services
100 W. Eldorado Parkway
Little Elm, TX 75068

6.7 **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.8 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.9 **Amendment.** This Agreement may only be amended by the mutual written agreement of the Parties.

6.10 **Legal Construction.** 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.

6.11 **Recitals.** The recitals to this Agreement are incorporated herein.

6.12 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.13 **Survival of Covenants.** 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 of this Agreement shall survive termination.

6.14 **Employment of Undocumented Workers.** During the term of this Agreement the Property Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Property Owner shall repay the amount of the Grant and any other funds received by the Property Owner from the Town as of the date of such violation within one hundred twenty (120) days after the date the Property Owner is notified by the Town of such violation, plus interest at the rate of four (4%) compounded annually from the date of violation until paid.

[Signature Page to Follow]

EXECUTED on this _____ day of _____, 20____.

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller, Town Manager

EXECUTED on this 9th day of October, 2023

PROPERTY OWNER

Date:	10/17/2023
Agenda Item #:	4. J.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1732 Amending the FY 2022-2023 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all prior Ordinances and Actions in Conflict Herewith; and Providing for an Effective Date.**

DESCRIPTION:

The city charter requires that when the budget is amended that the amendment be by ordinance. This budget amendment addresses several items discussed below.

"The legal level of budgetary control is at the fund level. The Town Manager is authorized to transfer budgeted amounts between departments within any fund. Any revisions that increase the total expenditures of any fund greater than the original budget must be approved by ordinance of Town Council."

BUDGET IMPACT:

General Fund:

- The Town received their allocated share from the $47,088,165 Opioid Abatement Settlement the State is distributing to municipalities to that Council accepted by resolution February 15, 2022. The Town's share was in the amount of $21,763. This budget amendment allows the Police department to purchase Naloxone an approved FDA drug to reverse opioid overdoses with no match required from the Town. This budget amendment reflects an increase to the Police's operating budget as well as the grant revenue. This is a net neutral to the Town's budget.
- Library Department received a grant from the Texas Book Festival in the amount of $2,500 which allowed the Library to purchase computer programming books. This budget amendment allows the department to purchase such books with no match required from the Town. This budget amendment reflects an increase to the Library's operating budget as well as the grant revenue. This is a net neutral to the Town's budget.
- In an effort to assist departments that are impacted by various tort claims to the Town's property, Finance established a separate accounting process to track the insurance proceeds and expenses associated with the claim. This assists departments to not be penalized for

exceeding their budget authority due to elements out of their control for insurance claims. The budget amendment for $147,340 addresses the insurance proceeds and expenses. There is no impact to the Town's budget since we are increasing revenue and expenses to net to zero.

Special Events:

Over this last year, the Town has developed our special events to bring in more sponsors and participants. The budget amendment is addressing these special events to increase the revenue received and the expenses associated with each event. This budget amendment for special events has a net neutral to the Town's budget.

Donation Fund:

- The Animal Services Department received a donation from FLEAS, non-profit organization in the amount of $5,000 to assist in purchasing sound dampening for the kennels at the animal shelter and a sound system that will allow much to the kennels to help provide a calmer environment. This budget amendment reflects the receipt of such donation by increasing the budgeted revenue and increase the operating expenses budget authority. This is a net neutral to the Town's budget.
- The Animal Services Department received a donation from FLEAS, non-profit organization in the amount of $1,150 to assist in purchasing heartworm medicine. This budget amendment reflects the receipt of such donation by increasing the budgeted revenue and increase the operating expenses budget authority. This is a net neutral to the Town's budget.
- The Animal Serves Department received a $10,000 donation in 2021. The budget amendment is reflecting an increase in the operating budget within the donation fund to purchase shelving for the animal shelter.

Hotel Occupancy Tax Fund:

The Town estimated at the time the 2023 budget was adopted the costs associated with the short-term rental system the Town is using to ensure reporting is met and revenue is collected. We found at the time we implemented this software compliance system, known as Granicus, to add some features to assist staff in notifying compliance issues with the hotel tax requirement. The cost of $5,810 is being added to the budget authority and is offset with hotel tax revenue.

CIP Project:

There are various CIP projects that funding has been identified from various funds.

- The Town is working on various traffic signal improvements due to the demand of growth. The following signals are for Main Street signal, Smotherman-Martin signal, and opticom for 423 Traffic signal that is being funded from South Impact Roadway fees. Total costs for the various signals are $69,878 from the Roadway Impact Fee fund to the CIP fund.
- The Town has identified three areas of the Town to provide emergency warning sirens to the residents. There are various funding sources for the sirens totaling $101,662 for the installation of the three early warning sirens. Union Park and escrow funds are being used to offset the expenses for the sirens. The budget amendment is reflecting the funding sources and the expense of the project.
- The Town and Highway 380 MMD No. 1 entered into an Interlocal Cooperation Agreement for the purpose of providing design, right-of-way acquisition, utility relocation, and construction associated with Union Place, Promenade Lane, and Pergola Parkway deceleration lanes and right-turn lanes onto and off US 380. The Town also entered into an ILA with Denton County to fund this project. The majority of the expense was done in FY 2022 however, since the Town was not controlling the costs through a PO to the vendor, Finance

had no way of tracking the carry-over costs. This budget amendment addresses the carryover expenses into FY 2023 for the project in the amount of $173,093. The budget amendment reflects an increase in revenue from Denton County and the expense to Highway 380 MMD therefore the budget impact is net neutral.

- Wynnfield Farm manhole rehab was an emergency purchase presented to Council in July. The total cost of this approved emergency was $292,525 and staff has identified funding to come from the 2021 CO bonds. This budget amendment allocates the funding from the bonds and the expenses associated with the project.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1732 FY2022-2023 Budget Amendment

Exhibit A FY2022-2023 Budget Amendment

ORDINANCE NO. 1732

AN ORDINANCE OF THE TOWN COUNCIL OF LITTLE ELM, TEXAS ("TOWN"), AUTHORIZING CERTAIN BUDGET AMENDMENT PERTAINING TO THE FISCAL YEAR 2022-2023 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is required by the Town Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the FY 2022-2023 Budget and submitted to the Town Council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the Town Charter requirements of the Town of Little Elm, Texas, in the year 2022-2023, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

SECTION 2. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this the 17th day of October, 2023.

APPROVED:

_____
Curtis J. Cornelious
Mayor

ATTEST:

_____
Kate Graham
Interim Town Secretary

Ordinance 1732
EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2022-2023
October 17, 2023

General Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 47,134,341	$ 47,358,544	$ 47,382,807	$ 24,263
Total Revenue	**$ 47,134,341**	**$ 47,358,544**	**$ 47,382,807**	**$ 24,263**
Expenditures:				
Total Expenditures	$ 46,517,958	$ 47,624,279	$47,648,541.74	$ 24,263
Total Transfers Out	3,193,522	6,893,522	6,893,522	$ -
Total Expenditures	**$ 49,711,480**	**$ 54,517,801**	**$ 54,542,064**	**$ 24,263**

Donation Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 11,450	$ 11,450	$ 16,450	$ 5,000
Total Revenue	**$ 11,450**	**$ 11,450**	**$ 16,450**	**$ 5,000**
Expenditures:				
Total Expenditures	$ 11,000	$ 11,000	$ 24,850	$ 13,850
Total Transfers Out	-	-	-	-
Total Expenditures	**$ 11,000**	**$ 11,000**	**$ 24,850**	**$ 13,850**

Roadway Impact Fees Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 270,000	$ 270,000	$ 270,000	$ -
Total Revenue	**$ 270,000**	**$ 270,000**	**$ 270,000**	**$ -**
Expenditures:				
Total Expenditures	$ -	$ -	$ -	$ -
Total Transfers Out	135,000	205,511	275,389	69,878
Total Expenditures	**$ 135,000**	**$ 205,511**	**$ 275,389**	**$ 69,878**

Governmental CIP Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 6,131,417	$ 9,901,928	$ 12,613,461	$ 2,711,533
Total Revenue	**$ 6,131,417**	**$ 9,901,928**	**$ 12,613,461**	**$ 2,711,533**
Expenditures:				
Exepnditures	$ 21,296,977	$ 37,228,471	$ 39,973,104	2,744,633
Total Transfers Out	-	-	-	-
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ 2,744,633**

Hotel Occupancy Tax Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 140,667	$ 140,667	$ 140,667	$ -
Total Revenue	**$ 140,667**	**$ 140,667**	**$ 140,667**	**$ -**
Expenditures:				
Total Expenditures	$ 25,000	$ 25,000	$ 30,810	$ 5,810
Total Transfers Out	-	-	-	-
Total Expenditures	**$ 25,000**	**$ 25,000**	**$ 30,810**	**$ 5,810**

Utility CIP Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 2,905,241	$ 2,905,241	$ 2,905,241	$ -
Total Revenue	**$ 2,905,241**	**$ 2,905,241**	**$ 2,905,241**	**$ -**
Expenditures:				
Total Expenditures	$ 8,512,097	$ 9,982,677	$ 10,275,202	$ 292,525
Total Transfers Out	-	-	-	-
Total Expenditures	**$ 8,512,097**	**$ 9,982,677**	**$ 10,275,202**	**$ 292,525**

Ordinance 1732
EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2022-2023
October 17, 2023

Risk Management Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ -	$ -	$ 147,340	$ 147,340
Total Revenue	**$ -**	**$ -**	**$ 147,340**	**$ 147,340**
Expenditures:				
Total Expenditures	$ -	$ -	$ 147,340	$ 147,340
Total Transfers Out	-	-	-	-
Total Expenditures	**$ -**	**$ -**	**$ 147,340**	**$ 147,340**

Parks and Recreation Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 4,678,200	$ 4,678,200	$ 4,716,113	$ 37,913
Total Revenue	**$ 4,678,200**	**$ 4,678,200**	**$ 4,716,113**	**$ 37,913**
Expenditures:				
Total Expenditures	$ 4,900,654	$ 4,900,654	$ 4,938,567	$ 37,913
Total Transfers Out	1,400	1,400	1,400	-
Total Expenditures	**$ 4,902,054**	**$ 4,902,054**	**$ 4,939,967**	**$ 37,913**

Total Revenue	**$ 2,926,048**
Total Expenditures	**$ 3,336,211**
Net Effect All Funds	**$ (410,163)**

Date:	10/17/2023
Agenda Item #:	4. K.
Department:	Information Technology
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Shea Rodgers, Chief Information Officer

AGENDA ITEM:

Consider Action to Authorize the **Town Manager to Execute Any and All Contract Documents Associated with the Construction, Lease, and Maintenance of a Dark Fiber Optic Connection between Town Hall and Little Elm Park, as Provided by Zayo Group, LLC. in the Amount of $116,858.**

DESCRIPTION:

The Town hosts several highly-attended public events during the year in Little Elm Park. To provide for the safety and entertainment of the attendees, Town Staff has a significant presence at these events, communicating with one another, monitoring security cameras, and streaming media. At peak times, this bandwidth utilization exceeds the amount available with the current point-to-point antennae that connects Little Elm Park to the Town's network. Additionally, the Town uses cell service provided by Verizon and AT&T as a backup connection, however the cell towers become oversaturated during large events, making them unreliable.

To address this deficiency, the Town has proposed entering into an agreement with Zayo Group, LLC. (Zayo) to construct and provide maintenance for a leased dark fiber connection between Town Hall and Little Elm Park. This proposal connecting the sites together, partnered with a separate proposal on this Consent Agenda connecting individual buildings at Little Elm Park together, would provide adequate bandwidth for Town Staff monitoring real-time security camera footage, a point to upload dashcam and body-worn camera footage, as well as means for Staff to adequately communicate with one another.

This proposal (QUOTATION and sample MASTER CUSTOMER AGREEMENT) would enter the Town of Little Elm into a 10-year contract with Zayo to construct the fiber optic connection and maintain it during the life of the agreement. The Town seeks to purchase these services off the cooperative purchasing contract TIPS (contract 220105).

BUDGET IMPACT:

Funding for this program was approved by Town Council in the Annual Budget and Financial Plan for Fiscal Years 2024 ("Broadband at Little Elm Park"). The initial construction impact will be $113,858, and the Town will begin paying a $250 monthly recurring fee ($3,000 annually) for maintenance once construction is complete, and will continue to pay monthly for a period of 10 years. Funding for the initial construction impact is funded within the CDC budget in FY 2024.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

QUOTATION

MASTER CUSTOMER AGREEMENT

Order Form

Order Information

Contracting Entity	City of Little Elm	**Billing Account**	City of Little Elm	**Account Number**	
Representative	Cory Dingman	**Phone**		**Email**	cory.dingman@zayo.com

New Order - 2296761

Order Details

Order Details	
Order ID	2296761
Order Type	New
Order Term	120 months
Estimated Delivery Date	120 Business days from execution
Product	Dark Fiber

Product Details	
Product Category	Point to Point
Number of Fibers	2
DF Estimated Route Miles	0.66

Order Component(s)

Record Type ID	Address	Address	Bandwidth	Space Code	Lateral A	Lateral A	Lateral Z	Lateral Z Details
Dark Fiber	100 W Eldorado Pkwy/Fl-1/Rm-MPOE Little Elm, TX 75068	141 Lighthouse Beach Dr/Fl-1/Rm-MPOE Little Elm, TX 75068						

Pricing

Product	Service Item Desc	Component	Component Address	Type	Status	Quantity	Amount	Items Total
Dark Fiber	Dark Fiber	SOC-0005030680	100 W Eldorado Pkwy/Fl-1/Rm-MPOE Little Elm TX 75068	MRC	Pending Install	1	USD 250.00	USD 250.00
Dark Fiber	Installation Fee	SOC-0005030680	100 W Eldorado Pkwy/Fl-1/Rm-MPOE Little Elm TX 75068	NRC	Pending Install	1	USD 113,858.00	USD 113,858.00
	Monthly Recurring Charges Total:							USD 250.00
	Non Recurring Charges Total:							USD 113,858.00

Contract Details

Details	
Schedule	Zayo Group, LLC Customer Schedule Dark Fiber Offerings 2023-06-21
Governing MSA	Zayo Group, LLC Standard Master Customer Agreement 2023-01-01

Order Notes

Expiration Date	Pricing on this Order Form expires if Order is not signed prior to November 08, 2023
Additional Terms and Conditions	Town of Little Elm is using TIPS as a buying contract (220105). Zayo's Master Service Agreement and Service Schedule will serve as governing contracts for Zayo services.

Order ID(s): 2296761

Grand Total Costs

Service Item Desc	Items Total
Monthly Recurring Charges Total:	USD 250.00
Non Recurring Charges Total:	USD 113,858.00
Taxes and impositions As Invoiced[2]	

Customer Contact Information:

Role(s)	Name	Phone	Email
Billing Contact	Kristin Mayo	2149750450	accounts.payable@littleelm.org
Primary	Shea Rogers	(214) 618-8432	srodgers@littleelm.org
Technical	Valerie Palmer		vpalmer@oneteloperations.com

Signatures

Zayo Group LLC	City of Little Elm
Signature:	Signature:
Printed Name:	Printed Name:
Date:	Date:
Title:	Title:

Terms and Conditions

1. Customer acknowledges that Customer is ordering the access and service(s) described above (“Dark Fiber Offerings” or "Offerings") from Zayo Group, LLC, and or its applicable affiliate or subsidiary (“Zayo”). This Customer Order shall be governed by and subject to the applicable contract documents between Customer and Zayo referenced above (collectively, the “Agreement”). If Customer has not executed an Agreement and/or no Agreement is referenced in this Customer Order, then this Customer Order shall be governed by the terms and conditions of Zayo’s Master Customer Agreement and applicable Customer Schedule in effect as of the date of this Customer Order, incorporated herein by this reference and available upon request. This Customer Order is subject to availability and shall only become binding upon acceptance by an authorized Zayo representative. Customer acknowledges that upon Zayo’s acceptance, this Customer Order shall become a non-cancellable, binding obligation for the purchase of the Offering for the Offering Term stated above. By signing this Customer Order, Customer further acknowledges that it has read and understands the terms and conditions of this Customer Order and Customer’s signatory represents that he/she is authorized to sign this Customer Order on Customer’s behalf.

2. If Customer is discontinuing Offering (s) of any type for any reason, Customer must submit the disconnection request through the form located at https://www.zayo.com/disconnectservice/.

MASTER CUSTOMER AGREEMENT

This Master Customer Agreement ("**MCA**") is effective as of **Month Day** 20 **YR** ("**Effective Date**") between Zayo Group, LLC, a Delaware limited liability company, with an address of 1821 30th Street, Unit A, Boulder, CO 80301 (collectively "**Zayo**" and each entity controlled by, controlling or under common control with Zayo, a "**Zayo Affiliate**") and **(Insert Customer Name)** , a **(Insert Country/State/Province/etc.**) **(Insert corporation/limited liability company/partnership/ect.)** with an address of **(Insert Address)** ("**Customer**"). Zayo and Customer each may be referred to herein as a "**Party**" and collectively as the "**Parties**".

ARTICLE 1 - GENERAL

1.1 Agreement Structure. This MCA provides general terms and conditions under which Customer may from time to time purchase access to and utilization of selected portions of the Zayo fiber network and associated infrastructure ("**Access**") and certain related telecommunications and infrastructure services ("**Services**") from Zayo. Terms and conditions that apply to Access and to each type of Service are set forth in customer schedules (each a "**Customer Schedule**"). Access and Services may also be referred to as offerings ("**Offerings**") in the Customer Schedule and Customer Orders. This MCA, applicable Customer Schedules, and Customer Orders are collectively the "**Agreement**". Any part of the Agreement may be entered into and performed by any Zayo Affiliate, including those authorized to provide Access or Services in any country or jurisdiction.

1.2 Orders for Access and/or Services. Customer may request that Zayo provide Access and/or Services by submitting a customer order in a form provided by Zayo ("**Customer Order**"). Customer is responsible for the accuracy of all information that it provides to Zayo. Customer Orders shall set forth the term, pricing, Access and Service type and location(s), monthly recurring charge ("**MRC**"), non-recurring charge ("**NRC**") and any additional terms applicable to the Access and/or Services. All Customer Orders are subject to availability and acceptance by Zayo, and are governed by this Agreement.

1.3 Term. The term of each Customer Order shall commence on the Activation Date (as defined in the applicable Customer Schedule) for such Access and/or Service and continue for the period of time specified in that Customer Order. Thereafter, the term shall automatically renew for one year periods (collectively, the "**Order Term**") until terminated by either Party upon at least 90 days written notice prior to the end of the Order Term. Customer is responsible for payment to Zayo for the Access and Services to be terminated through the date of termination. The term of the Agreement is coterminous with the longest Order Term hereunder.

1.4 Order of Precedence. In the event of an express conflict between terms in the Agreement, precedence will be given, as applicable, in the following order: (a) the Customer Order, but solely with respect to the Services covered by such Customer Order (b) the Customer Schedule, but solely with respect to the Services covered by such Customer Schedule, and (c) the MCA.

ARTICLE 2 - PAYMENT TERMS

2.1 Invoicing and Payment Terms. Zayo commences billing and Customer shall be liable for payment upon the Activation Date. Zayo will provide Customer with a monthly itemized invoice for the Access and Services together with all other charges due. Customer shall pay to Zayo all amounts due in full, without offset or reduction, within 30 days from the date of the invoice ("**Due Date**"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Agreement, Zayo invoices NRCs upon acceptance of a Customer Order.

2.2 Invoice Disputes. If Customer reasonably disputes any portion of an invoice, Customer shall timely pay all undisputed amounts and shall notify Zayo in writing and provide detailed documentation supporting its dispute by the Due Date or Customer's right to any billing adjustment shall be waived. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest, as set forth in Section 2.1 above, from and after the Due Date.

2.3 Taxes and Other Fees and Surcharges. Excluding taxes based on Zayo's net income, Customer shall be responsible for all Taxes (defined below) and Other Fees and Surcharges (defined below) arising in any jurisdiction imposed on or incident to the provision, sale or use of Access or Services, including but not limited to value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up), excise, access and bypass (collectively "**Taxes**") and any property, franchise, rights of way, license or permit, regulatory or other taxes, duties, fees, charges or surcharges (collectively "**Other Fees and Surcharges**"). Charges for Access and Services are exclusive of any Taxes and Other Fees and Surcharges. Taxes and Other Fees and Surcharges may be recovered through

imposition of a percentage surcharge on the charges for Access and Services to Customer. Customer may present Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo); Zayo will give effect thereto prospectively.

2.4 Portability. Customer may terminate an existing Service (the "**Original Service**") and make a one-time request that such Service be replaced by a new Service ("Replacement Service"), and Customer will not incur any early termination liability with respect to the Original Service, as long as: (a) the Original Service is On-Net, (b) the Original Service has been in-service for at least twelve (12) months of the Order Term, and (c) Customer submits, and Zayo accepts, a Customer Order for the Replacement Service that complies with the requirements of this provision (the "**Replacement Customer Order**"). The Replacement Customer Order shall reflect (i) an Order Term of at least one (1) additional year beyond the expiration date of the Order Term for the Original Service, (ii) an MRC at least equal to the MRC of the Original Service and (iii) an NRC to implement the Replacement Service (which may include costs incurred but not recovered under the Original Service). Customer may not terminate the Original Service until commencement of the Replacement Service, and must provide Zayo at least thirty (30) days' written notice of disconnection prior to disconnection of the Original Service. Customer must pay all charges for the Original Service through the disconnection date. "On-Net" means any Service which connects two locations to which Zayo is already providing the same type of Service at the time of the Order and which is provisioned entirely on Zayo facilities and does not include any third party services or special construction.

ARTICLE 3 - DEFAULT

If Customer fails to make any payment due under the Agreement by the Due Date, and such failure continues for five days after receiving notice of the failure to make payment, or if a Party fails to cure any material breach of any term of the Agreement within 30 days of receiving notice of the breach from the other Party, then the non-breaching Party may: (a) terminate the Agreement in whole or in part and (b) subject to the liability limitations stated herein, pursue any available remedies at law or in equity.

ARTICLE 4 - LIABILITIES

4.1 Damage Limitations. Except for indemnity obligations arising under Section 4.4, confidentiality obligations arising under Section 5.1, or payment obligations arising under this Agreement: (i) each Party's total liability for any and all causes and claims whether based in contract, warranty, tort or otherwise shall be limited to the actual direct damages sustained by the damaged Party under this Agreement, but in no event greater than an amount equivalent to the total MRC payable by Customer over the preceding twelve months for the Access or Service affected or if the claim arises prior to the Activation Date, an amount equivalent to the total MRC payable by Customer for the first twelve months of the Order Term, and (ii) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF DATA, ANTICIPATED SAVINGS OR COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT. Notwithstanding anything to the contrary, Customer's sole and exclusive remedy for any non-performance, defect or failure to deliver the Access or Service are the performance credits and/or other remedies expressly stated in the relevant Customer Schedule.

4.2 No Warranty. ZAYO MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

4.3 No Liability for Certain Actions. Zayo exercises no control over and is not responsible for the content of any information transmitted or received through the use of the Access or the Services. Other than as expressly stated in the Agreement, Customer shall be solely responsible for all of the security and confidentiality of information it transmits using the Access or Service.

4.4 Indemnification. Each Party (an "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents, contractors, successors and assigns ("**Indemnified Party**") harmless from and against all losses, damages, costs, expenses and liabilities (including reasonable attorney's fees and expenses) incurred by such Indemnified Party arising from any third party claims relating to: (i) any physical damage to tangible property, or personal injury or death caused by the gross negligence or willful misconduct of the Indemnifying Party, or (ii) infringement or misappropriation of such third party's intellectual property right caused by the Indemnifying Party, provided, however, that Zayo is not obligated to indemnify Customer, and Customer shall defend and indemnify Zayo as an Indemnified Party, for any claims or actions commenced by any third party, including end users, arising from or in connection with goods or services provided by Customer that incorporate any of the Access or Services.

ARTICLE 5 – MISCELLANEOUS PROVISIONS

5.1 Confidentiality. Information or documentation exchanged between the Parties in performing this Agreement, including the terms of this Agreement, are subject to the terms of any non-disclosure agreement in effect between the Parties, and if none, neither Party will disclose Confidential Information to third parties (other than to vendors, if and as needed to perform under this Agreement) without the express consent of the other Party. Each Party will limit disclosure and access to Confidential Information to those of its employees, vendors, or other representatives who reasonably require such access to perform under this Agreement and who are subject to confidentiality obligations at least as restrictive as those required herein. "Confidential Information" means any information disclosed by one Party to the other in connection with the Agreement, including any terms of this Agreement and does not include information that: (i) is independently developed by the receiving Party, (ii) is lawfully received by the receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Agreement.

5.2 Force Majeure. Neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure or hindrance of performance hereunder due to causes beyond its reasonable control (a "**Force Majeure Event**"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the event and of the termination of such event.

5.3 Subject to Laws. Each Party is responsible for complying with laws and regulations applicable to it, including but not limited to applicable: (a) federal, state and local laws; (b) regulations, rulings and orders of government agencies; (c) data protection legislation; (d) laws, statutes, regulations and codes relating to anti-bribery and anti-corruption; and (e) import, export and economic sanction laws and regulations. Neither Party shall use the Access or Services for any unlawful purposes.

5.4 Governing Law; Venue; Prevailing Party. The Agreement shall be governed by and construed in accordance with the laws of Delaware, without giving effect to any conflict of law principles. Venue arising under the Agreement shall be Delaware. The United Nations Convention on Contracts for the International Sale of Goods does not apply. If suit is brought or an attorney is retained by either party to enforce the terms of the Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and related expenses incurred in connection therewith.

5.5 Notices. Notices under this MCA shall be in writing and delivered by electronic mail or certified mail, return receipt requested, or by a nationally recognized courier to the persons whose names and business addresses appear below, and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party. **In lieu of the foregoing notice requirement, if Customer is disconnecting Access or discontinuing Service(s) of any type for any reason, Customer must submit the disconnection request through the form located at https://www.zayo.com/disconnectservice/**

If to Zayo:
Zayo Group, LLC
Attn: General Counsel, Legal
1821 30th Street, Unit A
Boulder, CO 80301
Email: legal@zayo.com

Billing Disputes:
Zayo Group, LLC:
Attn: Accounts Receivable
1821 30th Street, Unit A
Boulder, CO 80301
Email: customerservice@zayo.com

If to Customer:
[INSERT CUSTOMER NAME]
Attn: **(insert Name)**
(Address)
City State Zip

Email: **(insert email)**

(if this "Customer" section is left blank, notice shall be deemed effective if delivered to Customer's registered office address or the last Customer address provided to Zayo by Customer)

5.6 Assignment. Neither Party shall transfer or assign, voluntarily or by operation of law or otherwise, its obligations under the Agreement without the prior written consent of the other party, except no such consent shall be required in the event of a merger, reorganization, consolidation or sale of substantially all of the Party's assets or business in which case the assigning party shall provide notice to the non-assigning Party; provided, however, that Customer may only transfer or assign under this provision if its account balance with Zayo is current. Zayo may assign in whole or in part the Agreement or any of its rights and obligations hereunder to any Zayo Affiliate without prior notice to Customer. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5.7 No Third Party Beneficiaries; Relationship and Counterparts. The Agreement is not intended for, nor shall it be for the benefit of or enforceable by, any third party or person not a Party hereto, including without limitation, end users. The Agreement does not create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have any authority to bind the other

Party to any agreement, understanding or other instrument, in any manner whatsoever. The Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. The Agreement may be executed via a recognized electronic signature service and/or signed, scanned and emailed to Zayo, and any such signatures shall be treated as original signatures.

5.8 Entire Agreement; Amendment. The Agreement constitutes the entire and final agreement and understanding between the Parties, expressed or implied, with respect to the Access and Services ordered after the Effective Date and supersedes all other prior or contemporaneous representations, understandings or agreements. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by the Parties. If any provision of the Agreement shall be held to be invalid or unenforceable, the remaining provisions of the Agreement shall be unimpaired and shall remain in effect and be binding upon the Parties. No course of dealing and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

ZAYO GROUP, LLC	**[CUSTOMER NAME]**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

Date:	10/17/2023
Agenda Item #:	4. L.
Department:	Information Technology
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Shea Rodgers, Chief Information Officer

AGENDA ITEM:

Consider Action to Authorize the **Town Manager to Execute Any and All Contract Documents Associated with the Construction of a Town-Owned Dark Fiber Optic Connection between Facilities at Little Elm Park, as Provided by Superior Fiber and Data Services, Inc. Not to Exceed $77,867.35.**

DESCRIPTION:

The Town hosts several highly-attended public events during the year in Little Elm Park. To provide for the safety and entertainment of the attendees, Town Staff has a significant presence at these events, communicating with one another, monitoring security cameras, and streaming media. At peak times, this bandwidth utilization exceeds the amount available with the current point-to-point antennae that connects Little Elm Park to the Town's network. Additionally, the Town uses cell service provided by Verizon and AT&T as a backup connection, however the cell towers become oversaturated during large events, making them unreliable.

As a second part to the preceding Consent Agenda Item, the Town has proposed entering into an agreement with Superior Fiber and Data Services, Inc. to construct a Town-owned dark fiber connection between various facilities at Little Elm Park. This proposal would connect the Pavilion to the Concessions Stand near the soccer fields with dark fiber, with several "stub-ups" along the way, providing a place for Town Staff to plug into a hardwired connection (specifically for the Mobile Command Unit and leased trailers). Since this fiber optic connection is not in a major right-of-way, the Town does not expect any fiber cuts, and as such, is not looking to pay a monthly recurring fee to provide maintenance.

In addition to the $72,667.35 amount for materials and labor, there are two optional line items: "Engineered Drawings and Permits" at $3,200 and "Existing Conduit Locates" at $2,000. If necessary, the Town would utilize these services. The Town seeks to purchase all these services off the cooperative purchasing contract TIPS (contract 230105).

BUDGET IMPACT:

Funding for this program was approved by Town Council in the Annual Budget and Financial Plan for Fiscal Years 2024 ("Broadband at Little Elm Park"). The construction impact will be $72,667.35, with optional services totaling an additional $5,200, if necessary. Funding for construction is funded from the CDC budget in the approved FY 2024 adopted budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

QUOTATION

SUPERIOR
FIBER & DATA SERVICES, INC.

Estimate

DATE	ESTIMATE #
10/10/2023	20231142

NAME / ADDRESS	JOB SITE
Town Of Little Elm 100 W Eldorado Little Elm , TX 75068	Little Elm Park Fiber 701 W Eldorado Little Elm TX TIPS 230105

P.O. NO.	REP	JOB NUMBER
	SLB	20231142

QTY	DESCRIPTION	MPN	COST	TOTAL
600	Corning 12 Strand SM I/O Fiber	012E8F-31131-29	1.014	608.40
800	Corning 6 Strand SM I/O Fiber	006E8F-31131-29	0.78	624.00
3	Corning Wall Mount Fiber Enclosure	SPH01P	84.50	253.50
24	Corning SM LC Fiber connector	LYNX2-LCUP CSM-250900	15.60	374.40
2	Corning Fiber Adapter Panel 3 Duplex LC SM	CCH-CP06-A9	67.60	135.20
1	Corning Fiber Adapter Panel 6 Duplex LC SM	CCH-CP12-A9	119.60	119.60
12	Panduit Category 6 Insert - Green	CJ688TGGR	10.40	124.80
6	Panduit 2 Module Surface Box - Int. White	CBXQ2IW-A	7.80	46.80
1,000	General OSP Cat6 Cable	7136100	0.559	559.00
3	6x6x3 Nema Enclosure	nemasupply6x6x3	78.00	234.00
1	Hoffman 24x24x18 Wall Mount Enclosure	EWMS242418	1,040.00	1,040.00
1	Install 2" conduit from Grill to Concessions. (6) 2x2x3 hand holes will be installed along path. Remove and repair concrete at each end. Install riser conduit up and in at both IDF locations. Additional conduit will be extended over to parking area AC enclosure. Additional conduit will be extended over to existing light pole. Additional conduit will be extended under concessions to front area of concessions. Additional conduit will be extended to a second parking area. There will be a total of (3) locations that receive dual Cat 6 drops plus a light pole. This quote does not include Engineered drawings or permits. This quote does not include private discovery. Public utilities will be located. All other private locates are responsibility of owner.		64,297.65	64,297.65
1	Misc Material	SFD	250.00	250.00

Thank you for your business.

TOTAL

SUPERIOR
FIBER & DATA SERVICES, INC.

Estimate

DATE	ESTIMATE #
10/10/2023	20231142

NAME / ADDRESS	JOB SITE
Town Of Little Elm 100 W Eldorado Little Elm , TX 75068	Little Elm Park Fiber 701 W Eldorado Little Elm TX TIPS 230105

P.O. NO.	REP	JOB NUMBER
	SLB	20231142

QTY	DESCRIPTION	MPN	COST	TOTAL
1	Provide materials and labor to install 12strand SM fiber from Grill to Parking area. Install a 6strand SM fiber from Parking area to Concession. All strands will terminate with LC connectors. Single panel wall mount fiber housings will be install at Grill, Parking Area, Concessions. 24x24x18 wall mount enclosure will be installed at concessions. AC above ground enclosure will be installed at parking area. Dual Outdoor Cat6 cables will be install in (3) locations, Parking Area, Camera on Light Pole , Front Concession area. Total of (6) Outdoor cat6 cables will be installed. 6x6x3 Nema box will be installed above ground at Parking area and front concession area to house outdoor Cat6.		4,000.00	4,000.00
0	Engineered Drawings and Permits if Required $3200 Not Included in Quote		0.00	0.00
0	Existing Conduit Explore/Location $2000 Not included in Quote		0.00	0.00

Thank you for your business.

TOTAL $72,667.35

Date:	10/17/2023
Agenda Item #:	4. M.
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 **Appointments to the Economic Development Board of Directors.**

DESCRIPTION:

This item is to approve recommended appointments from the Interview Committee for the Economic Development Board of Directors. Interviews were held on Tuesday, October 10th and consisted of Mayor Curtis J. Cornelious, Mayor Pro Tem Jamell Johnson, and Council Member/EDC Liaison Tony Singh. Six applicants were interviewed.

Appointments are for the three (3) positions that expired on September 30, 2023. These positions will have a term from the date of appointment to September 30, 2025.

The Interview Committee recommended Jeremy Bolden, Alfonso Rodriguez, and Tony Singh for appointment.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Date:	10/17/2023
Agenda Item #:	4. N.
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 **Appointments to the Community Development Board of Directors.**

DESCRIPTION:

This item is to approve recommended appointments from the Interview Committee for the Community Development Board of Directors. Interviews were held on Tuesday, October 10th and consisted of Mayor Curtis J. Cornelious, Mayor Pro Tem Jamell Johnson, and Council Member/CDC Liaison Andrew Evans. Six applicants were interviewed.

Appointments are for the four (4) positions that expire on October 20, 2023. These positions will have a term from the date of appointment to September 30, 2025.

The Interview Committee recommended Jan Eaken, Steve McGee, Idalia Amaya, and Juanita Hill for appointment.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Date:	10/17/2023
Agenda Item #:	4. O.
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 **Appointments to the Animal Shelter Advisory Board.**

DESCRIPTION:

This item is to approve recommended appointments from the Interview Committee for the Animal Shelter Advisory Board. Interviews were held on Tuesday, October 10th and consisted of Mayor Curtis J. Cornelious and Mayor Pro Tem Jamell Johnson. Five applicants were interviewed.

Appointments are for six positions that will have a term from the date of appointment to September 30, 2026. Per state law, the board must consist of at least one licensed veterinarian, one municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization.

The Interview Committee recommended Bonnie Kingkaysone, Jeanna Fissel, Susan Wilson, Jenny McCullough, Therese Hoofnagle, and Missy Meador for appointment.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Date:	10/17/2023
Agenda Item #:	4. P.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Approve the **Interlocal Cooperation Agreement for Library Services between Denton County, Texas and the Town of Little Elm, Texas.**

DESCRIPTION:

This agreement will allow the Town to provide library services to all residents of Denton County. The term of the agreement shall be for the period from October 1, 2023, through September 30, 2024.

BUDGET IMPACT:

The County will pay the Town of Little Elm fees in the amount of $50,000 upon receipt of the executed contract. In addition, the County agrees to pay the municipality an amount not to exceed $10,000.00 in matching funds upon the following conditions:

1. The Town shall attempt to secure funding from sources other than the County
2. Upon receipt of additional funding, the Town shall provide proof of the receipt of such funds to the Denton County Auditor on an annual basis
3. The County shall match the Town's additional funding in an amount not to exceed $10,000.00
4. Payment by the County to the Town shall be made in accordance with the normal and customary processes and business procedures of the County and payment shall be satisfied from current revenues of the County.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

FY2024 ICA Library Services

Exhibit A

THE STATE OF TEXAS §
§ **LITTLE ELM PUBLIC LIBRARY**
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the Town of Little Elm, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2023.

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the **COUNTY**; and

WHEREAS, the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

WHEREAS, the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

WHEREAS, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

NOW, THEREFORE, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2023, through September 30, 2024.

II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability or national origin. Upon proper proof of residence, by an individual in the **COUNTY**, the individual shall be entitled issuance of a library card, at no cost, to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.
2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

III.

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

IV.

The **MUNICIPALITY** shall designate_____to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to insure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. _____ shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY.**

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of service.

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this Agreement. The **MUNICIPALITY** shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

VI.

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents or representatives of the **COUNTY**.

To the fullest extent permitted by law, the MUNICIPALITY agrees to hold harmless and indemnify the COUNTY from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the MUNICIPALITY, its officers, agents or employees.

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

The address of the **COUNTY** is:
Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
Telephone: 940-349-2820

The address of the **MUNICIPALITY** is:
Little Elm Public Library
c/o Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068
Telephone: 214-975-0435

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable annually to the **MUNICIPALITY** commencing on or about October 1, 2023. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, the **COUNTY** agrees to pay the **MUNICIPALITY** an amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS ($10,000.00)** in matching funds upon the following conditions:

1. The **MUNICIPALITY** shall attempt to secure funding from sources other than the **COUNTY**.

2. Upon receipt of additional funding, the **MUNICIPALITY** shall provide proof of the receipt of such funds to the Denton County Auditor on an annual basis.

3. The **COUNTY** shall match the **MUNICIPALITY'S** additional funding in an amount not to exceed $10,000.00.

4. Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as "filters") with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography. The technology protection measures shall be in compliance with the Children's Internet Protection Act.

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2023.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

This Agreement represents the entire integrated Agreement between the **MUNICIPALITY** and the **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the **MUNICIPALITY** and the **COUNTY**.

XIII.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

In the event any portion of this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED this _____ day of _____,20____.

DENTON COUNTY, TEXAS

By: _____
Andy Eads, County Judge
Denton County, Texas

ATTEST:

By:_____
Denton County Clerk

TOWN OF LITTLE ELM, TEXAS

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Town Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Agreement.

_____
Denton County Auditor

EXHIBIT A

DENTON COUNTY LIBRARY'S FUNDING (FY 2024)

PER CAPITA:	$	0.338302
MATCHING:	$	10,000.00

DENTON COUNTY POPULATION:	1,006,492
POPULATION OF CITIES WITH LIBRARIES	374,306
REMAINING POPULATION	632,186

	TOTAL	CITY	COUNTY	PER CAPITA	MATCHING	TOTAL	ROUNDED
LIBRARY	**POP**	**POP**	**allocation**	**ALLOCATION**	**FUNDS**		
AUBREY	58,614	21,798	36,816	$ 19,829	$ 10,000	$ 29,829	$ 29,900
CARROLLTON**	-	-	-	$ -	$ -	$ -	$ -
FLOWER MOUND	210,177	78,163	132,014	$ 71,103	$ -	$ 71,103	$ 71,200
JUSTIN	17,360	6,456	10,904	$ 5,873	$ 10,000	$ 15,873	$ 15,900
KRUM	16,427	6,109	10,318	$ 5,557	$ 10,000	$ 15,557	$ 15,600
LEWISVILLE	357,451	132,933	224,518	$ 120,926	$ -	$ 120,926	$ 121,000
LITTLE ELM	147,505	54,856	92,649	$ 49,901	$ 10,000	$ 59,901	$ 60,000
PILOT POINT	13,961	5,192	8,769	$ 4,723	$ 10,000	$ 14,723	$ 14,800
PONDER	7,828	2,911	4,917	$ 2,648	$ 10,000	$ 12,648	$ 12,700
ROANOKE*	26,508	9,858	16,650	$ 8,968	$ 10,000	$ 18,968	$ 19,000
SANGER	25,948	9,650	16,298	$ 8,778	$ 10,000	$ 18,778	$ 18,800
THE COLONY	124,714	46,380	78,334	$ 42,191	$ 10,000	$ 52,191	$ 52,200
TOTAL	**1,006,492**	**374,306**	**632,186**	**$ 340,498**	**$ 90,000**	**$ 430,498**	**$ 431,100**

Aubrey Population:	
Aubrey	8,550
Crossroads	1,975
Krugerville	1,975
Providence	9,298
Total	21,798
Ponder Population:	2,711
Dish (Interlocal Agreement)	200
Total	2,911

*Roanoke is a new participant in the funding this year and requests matching funds

**Carrollton is rolling off of participating, and they did not receive matching funds

Date:	10/17/2023
Agenda Item #:	4. Q.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Reimbursement Agreement between Tax Increment Reinvestment Zone Number Three, Town of Little Elm and TFC Eldorado 2, LLC.**

DESCRIPTION:

TIRZ #3 desires to reimburse the Developer for certain project costs (Qualified Expenditures) in the amount of **One Hundred Twenty-Five Thousand and No/100 Dollars ($125,000.00)** on a reimbursement basis consistent with this Agreement.

The term of this TIRZ Agreement shall be as of the Effective Date, and shall continue thereafter until **December 31, 2024,** unless terminated sooner under the provisions hereof. This TIRZ Agreement shall continue to be in effect for the purpose of paying the Developer any monies from the TIRZ #3 Tax Increment Fund due and payable by **December 31, 2024.**

Obligations of the Developer

(a) Qualified Expenditures. Developer covenants and agrees to submit to the TIRZ # 3 upon request, invoices, receipts, or other documentation of the Qualified Expenditures made to the Property in a form acceptable to the TIRZ # 3 prior to any reimbursement by December 31, 2024.

(b) Job Creation and Retention. Developer covenants and agrees by the Effective Date and during the Term of this TIRZ Agreement to cause said business to employ and maintain a minimum of twenty (20) Full-Time Equivalent Employment Positions working at the Property.

(c) Chamber Membership. Developer covenants and agrees to maintain a membership with the Little Elm Chamber of Commerce at the Yacht level or higher for a five (5) year period through September 30, 2028.

(d) Performance. Developer agrees to perform and comply with all terms, conditions and provisions set forth in this TIRZ Agreement, and any other agreements by and between the TIRZ # 3 and Developer.

Obligations of TIRZ #3

(a) Payment of Grant Amount. In consideration of Developer's obligations and expenditures for the Qualified Expenditures, subject to the conditions contained in this TIRZ Agreement, TIRZ # 3 covenants and agrees to pay to Developer the Grant Amount from current funds in the TIRZ # 3 Tax Increment Fund, as such funds are on deposit in the TIRZ # 3 Tax Increment Fund; provided however, that notwithstanding any other provisions to the contrary, the obligation to make Grant Amount payments to Developer as described below shall be limited to the Grant Amount. Payments made under this TIRZ Agreement shall be made solely from the TIRZ # 3 Tax Increment Fund, subject to the limitation on payments provided in this TIRZ Agreement. Notwithstanding any other provision to the contrary, in no event shall the monies on deposit in the TIRZ # 3 Tax Increment Fund be used to pay Developer any Grant Amount calculated based on a principal amount that exceeds the actual expenditures of Developer or Developer's designee for the Qualified Expenditures under this TIRZ Agreement.

(b) Performance. TIRZ # 3 agrees to perform and comply with all terms, conditions and provisions set forth in this TIRZ Agreement, and any other agreements by and between TIRZ #3 and Developer.

BUDGET IMPACT:

The budget impact for this item was already accounted for in a previous agreement related to another project where the reimbursement was to be paid out in **Twenty Five Thousand and No/100 Dollars ($25,000)** increments over a **six (6)** year period. The TIRZ made one payment to the previous recipient of **Twenty Five Thousand and No/100 Dollars ($25,000)** leaving the remainder **One Hundred Twenty-Five Thousand and No/100 Dollars ($125,000.00)** no longer allocated to a project.

This TIRZ Reimbursement Agreement takes those same allocated and already budgeted funds and now pays the remaining amount of **One Hundred Twenty-Five Thousand and No/100 Dollars ($125,000.00)** in one lump sum to the new recipient, TFC Eldorado 2, LLC.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

TIRZ #3 - Reimbursement Agreement with TFC Eldorado 2, LLC

TAX INCREMENT REINVESTMENT ZONE NUMBER THREE,
TOWN OF LITTLE ELM, TEXAS,
AND
TFC ELDORADO 2 , LLC,

REIMBURSEMENT AGREEMENT

This **REIMBURSEMENT AGREEMENT** (hereinafter referred to as this "TIRZ Agreement") is made and entered into by and among the **TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, TOWN OF LITTLE ELM, TEXAS**, (hereinafter referred to as the "TIRZ # 3"), a tax increment reinvestment zone created by the Town of Little Elm, Texas, pursuant to Chapter 311 of the Texas Tax Code, as amended, and the **TFC ELDORADO 2, LLC**, a Texas limited liability company (hereinafter referred to as the "Developer"), is made and executed on the following recitals, terms and conditions.

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended (the "Act"), the Town Council of the Town of Little Elm, Texas, a Texas home rule municipality (hereinafter referred to as the "Town") adopted Ordinance No. 1175 on October 15, 2013, which ordinance, among other things, (i) created, established, and designated an area within the corporate limits of the Town as "Reinvestment Zone Number Three, Town of Little Elm, Texas" (the "Reinvestment Zone"), (ii) created a Board of Directors for the Reinvestment Zone, and (iii) established a tax increment fund for the Reinvestment Zone; and

WHEREAS, Section 311.010(b) of the Act provides that the Board of Directors of TIRZ # 3 (hereinafter referred to as the "Board") may enter into agreements as the Board consider necessary or convenient to implement the Project and Financing Plan and achieve its purposes; and

WHEREAS, Section 311.010(h) of the Act authorizes the Board subject to the approval of the Town Council of the Town, "to implement the project plan and reinvestment zone financing plan and achieve their purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone. For purposes of this subsection, on approval of the municipality or county, the board of directors of the zone has all the powers of a municipality under Chapter 380, Local Government Code. The approval required by this subsection may be granted in an ordinance, in the case of a zone designated by a municipality, or in an order, in the case of a zone designated by a county, approving a project plan or reinvestment zone financing plan or approving an amendment to a project plan or reinvestment zone financing plan"; and

WHEREAS, the Board has concluded and hereby finds that this TIRZ Agreement clearly promotes economic development in the Town of Little Elm, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution and Section 311.010(h) of the Act by assisting in the development and diversification of the economy of the State of Texas and the Town, by eliminating unemployment or underemployment in the State of Texas, and the Town, and by the development or expansion of commerce within the State of Texas, and the Town; and

WHEREAS, the Board has determined that it is in the best interest of TIRZ # 3 to contract with Developer, in order to provide for the efficient and effective implementation of certain aspects of the TIRZ # 3's Project and Financing Plan; and

WHEREAS, TIRZ # 3 desires to reimburse Developer for certain project costs in the amount of **One Hundred Twenty-Five Thousand and No/100 Dollars ($125,000.00)** on a reimbursement basis consistent with this Agreement (hereinafter defined as the "Grant Amount").

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TIRZ # 3 and the Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this TIRZ Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This TIRZ Agreement shall be effective as of the Effective Date, and shall continue thereafter until **December 31, 2024**, unless terminated sooner under the provisions hereof. This TIRZ Agreement shall be continued in effect for the purposes of paying Developer any monies from the TIRZ # 3 Tax Increment Fund due and payable by **December 31, 2024**.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this TIRZ Agreement.

(a) **Act.** The word "Act" means the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended.

(b) **Board.** The word "Board" means the Board of Directors of TIRZ # 3 authorized by Section 311.009 of the Act. For the purposes of this TIRZ Agreement, Board's address is 100 W. Eldorado Parkway, Little Elm, Texas 75068.

(c) **Developer.** The word "Developer" means the TFC Eldorado 2, LLC, a Texas limited

liability company, its successors and assigns, whose corporate address for the purposes of this TIRZ Agreement is 224 W Pecan, Celina, Texas 75009.

(d) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this TIRZ Agreement by and between TIRZ # 3 and Developer.

(e) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(f) **Grant Amount.** The words "Grant Amount" mean the aggregate total not to exceed **One Hundred Twenty-Five Thousand and No/100 Dollars ($125,000.00).**

(g) **Property.** The word "Property" means 100 Hardwicke, Suite 100 and Suite 120, Little Elm, Texas 75068.

(h) **Qualified Expenditures.** The words "Qualified Expenditures" mean those expenditures consisting of the construction and installation of improvements, consisting of a minimum 5,935 square foot Tender Smokehouse Barbecue Restaurant located on the Property, as attached hereto as ***Exhibit A***, and those other expenses which otherwise meet the definition of "project costs" as that term is defined by Section 311.002(1) of the Act.

(i) **Term.** The word "Term" means the term of this TIRZ Agreement as specified in Section 2 of this TIRZ Agreement.

(j) **TIRZ Agreement.** The term "TIRZ Agreement" means this Reimbursement Agreement, together with all exhibits and schedules attached to this TIRZ Agreement from time to time, if any, authorized pursuant to Section 311.010 of the Act.

(k) **TIRZ # 3.** The term "TIRZ # 3" means the tax increment financing reinvestment zone named Tax Increment Reinvestment Zone Number Three, Town of Little Elm, Texas, created by Town Ordinance No. 1175, approved by the Town Council of the Town on October 15, 2013, as amended, and as authorized by the Act.

(l) **TIRZ # 3 Tax Increment Fund.** The term "TIRZ # 3 Tax Increment Fund" means the tax increment fund established pursuant to Section 311.014 of the Act, and Section 6 of Ordinance No. 1175, approved by the Town Council of the Town on October 15, 2013.

(m) **Town.** The word "Town" means the Town of Little Elm, Denton County, Texas, a Texas home-rule municipality. For the purposes of this TIRZ Agreement, Town's address is 100 W. Eldorado Parkway, Little Elm, Texas 75068.

SECTION 4. OBLIGATIONS OF DEVELOPER.

Developer covenants and agrees while this TIRZ Agreement is in effect the Developer shall comply with the following terms and conditions:

(a) **Qualified Expenditures.** Developer covenants and agrees to submit to the TIRZ # 3 upon request, invoices, receipts, or other documentation of the Qualified Expenditures made to the Property in a form acceptable to the TIRZ # 3 prior to any reimbursement by **December 31, 2024.**

(b) **Job Creation and Retention.** Developer covenants and agrees by the Effective Date and during the Term of this TIRZ Agreement to cause said business to employ and maintain a minimum of **twenty (20)** Full-Time Equivalent Employment Positions working at the Property.

(c) **Chamber Membership.** Developer covenants and agrees to maintain a membership with the Little Elm Chamber of Commerce at the Yacht level or higher for a five (5) year period through **September 30, 2028.**

(d) **Performance**. Developer agrees to perform and comply with all terms, conditions and provisions set forth in this TIRZ Agreement, and any other agreements by and between the TIRZ # 3 and Developer.

SECTION 5. OBLIGATIONS OF TIRZ # 3.

TIRZ # 3 covenants and agrees while this TIRZ Agreement is in effect TIRZ # 3 shall comply with the following terms and conditions:

(a) **Payment of Grant Amount.** In consideration of Developer's obligations and expenditures for the Qualified Expenditures, subject to the conditions contained in this TIRZ Agreement, TIRZ # 3 covenants and agrees to pay to Developer the Grant Amount from current funds in the TIRZ # 3 Tax Increment Fund, as such funds are on deposit in the TIRZ # 3 Tax Increment Fund; provided however, that notwithstanding any other provisions to the contrary, the obligation to make Grant Amount payments to Developer as described below shall be limited to the Grant Amount. Payments made under this TIRZ Agreement shall be made solely from the TIRZ # 3 Tax Increment Fund, subject to the limitation on payments provided in this TIRZ Agreement. Notwithstanding any other provision to the contrary, in no event shall the monies on deposit in the TIRZ # 3 Tax Increment Fund be used to pay Developer any Grant Amount calculated based on a principal amount that exceeds the actual expenditures of Developer or Developer's designee for the Qualified Expenditures under this TIRZ Agreement.

(b) **Performance**. TIRZ # 3 agrees to perform and comply with all terms, conditions and provisions set forth in this TIRZ Agreement, and any other agreements by and between

TIRZ # 3 and Developer.

SECTION 6. CESSATION OF ADVANCES.

If TIRZ # 3 has made any commitment to provide financial assistance to Developer, whether under this TIRZ Agreement or under any other agreement, TIRZ # 3 shall have no obligation to advance or disburse financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENT OF DEFAULT.

Each of the following shall constitute an Event of Default under this TIRZ Agreement:

(a) **General Event of Default.** Failure of Developer or TIRZ # 3 to comply with or to perform any other term, obligation, covenant or condition contained in this TIRZ Agreement, or failure of Developer or TIRZ # 3 to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and TIRZ # 3 is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to TIRZ # 3 by or on behalf of Developer under this TIRZ Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the Town of Little Elm, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from TIRZ # 3 and/or Denton County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this TIRZ Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this TIRZ Agreement. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by TIRZ # 3 to Developer pursuant to Section 5(a) of this TIRZ Agreement

shall become immediately due and payable by Developer to TIRZ # 3.

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this TIRZ Agreement:

(a) **Amendments.** This TIRZ Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this TIRZ Agreement. No alteration of or amendment to this TIRZ Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This TIRZ Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this TIRZ Agreement shall lie in the state district courts of Denton County, Texas.

(c) **Assignment.** This TIRZ Agreement may not be assigned without the express written consent of the other party.

(d) **Binding Obligation.** This TIRZ Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. TIRZ # 3 warrants and represents that the individual executing this TIRZ Agreement on behalf of TIRZ # 3 has full authority to execute this TIRZ Agreement and bind TIRZ # 3 to the same. Developer warrants and represents that the individual executing this TIRZ Agreement on Developer's behalf has full authority to execute this TIRZ Agreement and bind it to the same.

(e) **Caption Headings.** Caption headings in this TIRZ Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the TIRZ Agreement.

(f) **Counterparts.** This TIRZ Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Notices**. Any notice or other communication required or permitted by this TIRZ Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to TIRZ # 3: Tax Increment Reinvestment Zone Number Three,
Town of Little Elm, Texas
100 W. Eldorado Parkway

Little Elm, Texas 75068
Attn: Jennette Espinosa, Executive Director
Telephone: (214) 975-0455

if to Developer: TFC Eldorado 2, LLC
224 W Pecan
Celina, Texas 75009
Attn: Dante Ramirez
Telephone: (817) 907-2158

(h) **Severability.** The provisions of this TIRZ Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this TIRZ Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the TIRZ Agreement shall be enforced as if the invalid provision had never been included.

(i) **Time is of the Essence.** Time is of the essence in the performance of this TIRZ Agreement.

(j) **Undocumented Workers.** Developer certifies that the 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 TIRZ Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this TIRZ Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the TIRZ # 3 notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS TIRZ AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS TIRZ AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

TIRZ # 3:

TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, TOWN OF LITTLE ELM, TEXAS,

By: _____
Curtis Cornelious, Chairperson
Date Signed: _____

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Curtis J. Cornelious, President of the Tax Increment Reinvestment Zone, Number Three, Town of Little Elm, Texas, a tax increment reinvestment zone created by the Town of Little Elm, Texas, pursuant to Chapter 311 of the Texas Tax Code, on behalf of said Texas tax increment reinvestment zone.

_____
Notary Public, State of Texas

DEVELOPER:

TFC ELDORADO 2, LLC,
a Texas limited liability company,

By: _____
Dante Ramirez, Owner
Date Signed: 10-6-23

STATE OF TEXAS §
§
COUNTY OF Denton §

This instrument was acknowledged before me on the 6 day of October, 2023, by Dante Ramirez, Owner of TFC Eldorado 2, LLC, a Texas limited liability company, on behalf of said Texas company.

MARY JENNETTE ESPINOSA
Notary ID #129895531
My Commission Expires
October 18, 2026

Mary Jennette Espinosa
Notary Public, State of Texas

Exhibit A

[Qualified Expenditures]

Little Elm Tender Smokehouse Start up Budget

8/28/2023	
Remodeling Dallas Premier	$86,000.00
Fencing	$12,000.00
Outdoor Paint	$16,000.00
Outdoor Signage	$30,000.00
Booths and Tables	$51,000.00
Walk In Cooler	$10,000.00
Cake POS	$6,500.00
Kitchen Equipment	$75,000.00
Smallware Equipment	$12,000.00
AV Internet and TV/Sound	$28,000.00
Permits	$5,000.00
Electrician	$10,000.00
Inspections	
Landscaping	$5,000.00
Outdoor Furniture	$8,000.00
Indoor Décor	$10,000.00
Totals	$320,500.00

Date:	10/17/2023
Agenda Item #:	4. R.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve **Resolution No. 1017202301 to Authorize the Mayor to execute the Agreement for Construction and Funding of Authorized Improvements and Reimbursement of Advances in connection with the Spiritas Ranch Public Improvement District and Resolving Other Matters.**

DESCRIPTION:

Description:

The Town is entering into an agreement with the Developer of the Spiritas Ranch Public Improvement District to reimburse it for a portion of the costs the Developer anticipates incurring in connection with the construction of certain additional Major Improvements being constructed for the benefit of property within the Major Improvement Area of that PID. The obligation to become due under the agreement is contingent upon and will be paid solely from assessments collected from the property within the Major Improvement Area once such assessments are levied in the future. The future levy of the assessments against the property within the Major Improvement Area will create the source of funds to pay the obligation created under the agreement and until such assessments are levied, no amounts will be due to the Developer under the agreement.

Pursuant and subject of the Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances, and contingent upon the levy of assessments related to such improvements, the Town will pay the developer an amount not to exceed the actual costs of the construction of the additional major improvements. These amounts will be due only following the levy of assessments and upon the submission and approval of a request for reimbursement and proof related to the costs incurred in the construction of the projects. The amounts due will accrue interest only after the levy of related assessments and will accrue interest at a rate determined at the time such assessments are levied.

The Construction and Funding of Authorized Improvements and Reimbursement of Advances will terminate upon the issuance of bonds the proceed of which will be used to acquire the additional Major Improvements.

BUDGET IMPACT:

Budget Impact:

The obligations due under the terms of the Construction and Funding of Authorized Improvements and Reimbursement of Advances (i) will only be paid from the assessments and/or annual installments collected from property within the Major Improvement Area of the Spiritas Ranch Public Improvement District once such Assessments are levied, (ii) are contingent upon the Town levying such Assessments, and (iii) will not be due and owing unless and until the Town actually levies such Assessments. Any amounts owed under the agreement will be paid solely from the Assessment Revenue collected from such property and deposited into an Assessment Fund and no other Town funds, revenues, taxes or income of any kind shall be used to be pay the amount due to the developer, even if that amount has not been paid in full by the maturity date. The agreement shall not under any circumstance give rise to or create a charge against the general credit or taxing power of the Town or a debt or obligation of the Town payable from any source other than the Assessment Revenues received, collected, and deposited in accordance with the terms of the agreement.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution 1017202301 - Resolution Hanging Agreement with Spiritas

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 1017202301

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR THE CONSTRUCTION AND FUNDING OF AUTHORIZED IMPROVEMENTS AND REIMBURSEMENT OF ADVANCES FOR THE SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT; AND RESOLVING OTHER MATTERS RELATED THERETO.

RECITALS

WHEREAS, on February 2, 2021, the Town Council (the "Town Council") of the Town of Little Elm, Texas (the "Town") adopted Resolution No. 0202202101, creating the Spiritas Ranch Public Improvement District (the "District") in accordance with Chapter 372, Texas Local Government Code, as amended (the "Act"); and

WHEREAS, the Town desires to approve the "Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances" substantially in the form attached hereto as **Exhibit A** (the "Agreement to Reimburse"); and

WHEREAS, the Agreement to Reimburse satisfies the requirements of Section 372.023 of the Act and is an appropriate method of reimbursement for the Actual Costs (as defined in the Agreement to Reimburse) associated with the construction and development of the Assessed Property (as defined in the Agreement to Reimburse) within the District.

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

SECTION 1. THAT the findings and premises contained in the WHEREAS clauses above are hereby deemed to be true and correct and incorporated as a part of this Resolution for all purposes.

SECTION 2. THAT the Agreement to Reimburse attached hereto as **Exhibit A**, is approved and the Mayor is authorized to execute such Agreement to Reimburse on behalf of the Town.

SECTION 3. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of Page Intentionally Left Blank*]

PASSED AND APPROVED on this the 17th day of October, 2023.

TOWN OF LITTLE ELM, TEXAS

_____

ATTEST: Curtis J. Cornelious, Mayor

_____

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

_____

Robert Brown, Town Attorney

Exhibit A to Resolution

Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances

AGREEMENT FOR THE CONSTRUCTION AND FUNDING OF AUTHORIZED IMPROVEMENTS AND REIMBURSEMENT OF ADVANCES

This Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances (the "Agreement") is made and entered into as of October 17, 2023 by and between the Town of Little Elm a Texas (the "Town") and MM Little Elm 548, LLC, a limited liability company, and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the Developer, as the developer of certain real property located wholly within the corporate limits of the Town and within Denton County, Texas (the "Property"), desires to develop such Property;

WHEREAS, on February 2, 2021, the Town Council passed and approved Resolution No. 0202202101 authorizing the creation of the Spiritas Ranch Public Improvement District (the "PID") pursuant to Chapter 372, Texas Local Government Code, as amended (the "PID Act"); and

WHEREAS, the PID includes the Property; which Property comprises the Major Improvement Area ("Major Improvement Area") of the PID, as illustrated in the *Spiritas Ranch Public Improvement District Service and Assessment Plan*, dated July 18, 2023 (the "Current SAP") prepared and approved by Ordinance No. 1712 by the Town Council on July 18, 2023; and

WHEREAS, the Developer intends to make certain additional authorized improvements to the Major Improvement Area, which improvements include water and wastewater system improvements, drainage improvements, streets, roadway improvements, sidewalks, right-of-way acquisition, and other improvement projects, all of which are designated as "authorized improvements" under the PID Act (collectively, the "Authorized Improvements"); and

WHEREAS, the purpose of the PID is to finance the Authorized Improvements; and

WHEREAS, development within the PID is expected to be governed by the terms of the Development Agreement between the Town and Developer dated February 2, 2021 (as may be amended or otherwise modified, the "Development Agreement"); and

WHEREAS, an updated SAP (the "Updated SAP") shall be prepared and approved by the Town in accordance with the PID Act, and shall establish, among other matters, the projected cost of the Authorized Improvements, including the Actual Costs (as defined herein) as provided in the PID Act; and

WHEREAS, the Updated SAP shall allocate the Actual Costs to the benefitted Property within the PID; and

WHEREAS, additional assessments to be levied against lots within the Major Improvement Area ("PID Assessments") will be reflected on an assessment roll(s) to be approved by the Town Council; and

WHEREAS, the Town shall by ordinance approve the Updated SAP (including the assessment roll(s)), levy assessments, and establish the dates upon which interest on PID Assessments will begin to accrue and collection of PID Assessments will begin; and

WHEREAS, all Assessment Revenues (as defined herein) received and collected by the Town shall be deposited, as required by the PID Act, into an assessment fund that is segregated from all other funds of

the Town (the "Assessment Fund") or, in the event of the issuance of bonds to finance the Authorized Improvements ("PID Bonds"), into funds held under an indenture pursuant to which the PID Bonds are issued (the "PID Bond Indenture"); and

WHEREAS, Assessment Revenue deposited into the Assessment Fund or the PID Bond Reimbursement Fund (as defined herein) shall be used solely to reimburse Developer and its assigns for Actual Costs advanced by the Developer, plus interest and proceeds from PID Bonds, if issued, shall be used to pay the Actual Costs, including costs previously paid by the Developer, and for the purposes set forth in the PID Bond Indenture; and

WHEREAS, the Developer intends to make Developer Advances (as defined herein) for the permitting, design, and constriction of the Authorized Improvements and the Town intends to acquire and/or receive the Authorized Improvements constructed by the Developer or otherwise authorize the dedication of the Authorized Improvements to another authorized third-party and to reimburse the Developer for the Developer Advances; and

WHEREAS, the Town and the Developer desire to enter into this Agreement to memorialize the Town's intent to reimburse the Developer for the Developer Advances made for the construction and financing of the Authorized Improvements; and

WHEREAS, the Town's obligations to reimburse the Developer for Developer Advances paid related to the Authorized Improvements constructed for the benefit of the PID shall (i) only be paid from the PID Assessments and/or annual installments collected from property within the PID once such PID Assessments are levied, (ii) are contingent upon the Town levying such PID Assessments, and (iii) will not be due and owing unless and until the Town actually levies such PID Assessments;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Town and the Developer hereby contract and agree as follows:

DEFINITIONS

As used herein, the following terms have the following meanings:

"Assessment Ordinance" shall mean any ordinance adopted by the Town Council approving the Updated SAP and levying the PID Assessments.

"Closing Disbursement Request" means a request for payment of Actual Costs related to the Authorized Improvements from the proceeds of a series of PID Bonds in a form approved by the Town and the Developer.

"Developer Advances" mean advances made by the Developer to pay Actual Costs.

"Developer Improvement Account" means an account of the PID Project Fund which may be created and established under the PID Bond Indenture (and segregated from all other funds contained in the PID Project Fund) into which the Town deposits or directs the trustee to deposit any funds received from the Developer as required under such PID Bond Indenture.

"Maturity Date" is the date one year after the last Annual Installment is collected.

"PID Pledged Revenue Fund" means, collectively, the fund established by the Town under the PID Bond Indenture (and segregated from all other funds of the Town) into which the Town deposits

Assessment Revenue in accordance with the PID Bond Indenture related to a series of PID Bonds issued and still outstanding.

"PID Project Fund" means, collectively, the fund, including all accounts created within such fund, established by the Town under the PID Bond Indenture (and segregated from all other funds of the Town) into which the Town deposits PID Bond Proceeds in the amounts and as described in the PID Bond Indenture.

"PID Bond Reimbursement Fund" means a fund which may be established by the Town under the PID Bond Indenture (and segregated from all other funds of the Town) into which the Town transfers Assessment Revenues from the PID Pledged Revenue Fund for the purpose of paying amounts due to the Developer under this Agreement or a separate reimbursement agreement and/or Actual Costs of Authorized Improvements that are not paid from PID Bond Proceeds deposited in the applicable account of the PID Project Fund in accordance with the PID Bond Indenture related to a series of PID Bonds issued and still outstanding.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

ARTICLE I
Construction of the Authorized Improvements

1.01. Design of the Authorized Improvements. All physical facilities to be constructed or acquired as a part of the Authorized Improvements shall be approved by the governmental entity having authority.

1.02. Construction and Acquisition of Authorized Improvements.

(a) The Authorized Improvements shall be constructed and all easements, equipment, materials, and supplies required in connection therewith may be acquired in the name of the Town, the retail service provider, or the Developer; provided, however, all construction contracts, easements and other agreements shall contain provisions, in a form reasonably satisfactory to the Town's attorneys for improvements to be owned and maintained by the Town or an authorized third-party, to the effect that any contractor, materialman or other party to a construction contract, easement or other agreement awarded or entered into by the Developer on behalf of the Town shall look solely to the Developer for payment of all sums coming due thereunder and that the Town shall have no obligation whatsoever to any such party. Prior to or at the time of reimbursement of the Developer with funds from the Assessment Fund or PID Bonds, as applicable, the Developer shall convey the Authorized Improvements to the Town or third-party retail provider, as applicable, in accordance with Section 3.02 below.

(b) Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended. All plans and specifications for Authorized Improvements to be owned by the Town, but not construction contracts, shall be reviewed and approved, in writing, by the Town..

(c) The Authorized Improvements shall be constructed in a good and workmanlike manner and all material used in such construction shall be fit for their intended purpose. In performing this Agreement, the Developer is not the agent or employee of the Town.

(d) Upon completion of construction of Authorized Improvements to be owned by the Town or an authorized third-party constructed in the name of the Developer, the Developer shall provide the Town or such third-party with final "record" drawings of the Authorized Improvements approved by the Town's or such third-party's engineers.

(e) Upon completion of the Authorized Improvements, the Developer shall present to a representative of the Town ("Town Representative") invoices or other evidences of payment of costs of the Authorized Improvements for review and approval. The Town agrees, subject to the provisions of Sections 1.05 and 2.01 hereof, to pay the Developer, and the Developer shall be entitled to receive from the Town, the amount equal to the Actual Costs (as such term is defined herein) paid by the Developer for the Authorized Improvements, or overrun costs, allowed hereunder and as described in the Updated SAP, that were paid by the Developer, plus interest, as provided in Article II hereof.

(f) All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans, the Development Agreement, applicable Town ordinances and regulations, including regulations of a third-party receiving any of the Authorized Improvements, and this Agreement and any other agreement between the parties related to property in the PID and/or the Authorized Improvements. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all Authorized Improvements are constructed in accordance with the Development Agreement and in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the Town or authorized third-party from the Developer. If any Authorized Improvements are or will be on land owned by the Town, the Town hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable Town ordinances and regulations.

1.03. Cost of Authorized Improvements. To the extent that the Town has not issued PID Bonds, the Developer shall promptly pay the costs of the Authorized Improvements as the same become due pursuant to an approved Payment Request (as defined herein), including, without limitation, all costs of design, engineering, materials, labor, construction, and inspection arising in connection with the Authorized Improvements; all payments arising under any contracts entered into for the construction of the Authorized Improvements; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Authorized Improvements, including, without limitation, any on-site or off-site mitigation costs; and all expenses incurred in connection with the construction of the Authorized Improvements (the "Actual Costs"). The Town shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the Authorized Improvements, but shall only be obligated to acquire the Authorized Improvements designated in the Development Agreement as to be owned by the Town and/or reimburse the Developer in the manner and to the extent provided in Article II of this Agreement, and for the avoidance of any doubt, solely from Assessments or proceeds of PID Bonds ("PID Bond Proceeds"), if issued.

1.04 Timing of Authorized Improvements. Notwithstanding anything herein to the contrary, the Developer may advance funds and/or construct and install Authorized Improvements as Developer deems appropriate in its sole and absolute discretion, including the construction and installation of Authorized Improvements to serve portions of the Property and in different phases and sections over a period of time.

The Developer may exercise its sole discretion on all aspects of the phasing and timing of development and shall not be obligated to advance funds and/or construct and install the Authorized Improvements for the entire Property at one time.

1.05 Town's Obligation Limited. The Parties agree the Town's obligations to reimburse the Developer for costs paid related to the Authorized Improvements constructed for the benefit of the Major Improvement Area shall only be paid from (A) PID Bonds, if issued and/or (B) the PID Assessments and/or Annual Installments collected from the Major Improvement Area subject to the PID Assessments (the "Assessed Property") (such PID Assessments or Annual Installments thereof collected on such Assessed Property, the "Assessment Revenue"), and such obligation (i) is contingent upon the Town levying such Assessments or issuing PID Bonds related to the Authorized Improvements constructed for the benefit of the Major Improvement Area and (ii) will not be due and owing unless and until the Town actually levies such PID Assessments or issues such PID Bonds related to the Authorized Improvements constructed for the benefit of the Major Improvement Area. The Parties agree that the levying of the Assessments will create the fund out of which the Town will pay its obligation under this Agreement and until such time, this Agreement does not create an obligation of the Town.

ARTICLE II
Reimbursement for Funds Advanced; Funding of Authorized Improvements

2.01. Obligation to Reimburse; Obligations Limited. The Town and Developer agree that the Town shall levy Assessments and may, at the discretion of the Town issue and sell, from time to time, PID Bonds to fund the Actual Costs. It is the mutual intent and agreement of the Town and Developer to provide for future reimbursement of funds advanced for Actual Costs by the Developer through the levy of PID Assessments and/or issuance of PID Bonds and use of Assessment Revenues and/or PID Bond Proceeds. The Town is obligated, subject to the provisions of Section 1.05 hereof, to reimburse the Developer for all funds advanced by the Developer for the acquisition, construction, and management of any Actual Costs of the Authorized Improvements authorized under Chapter 372, Texas Local Government Code and in accordance with the provisions of the Updated SAP. If the Developer is in substantial compliance with its obligations under the Development Agreement and this Agreement, then following the inspection and approval of any portion of Authorized Improvements to be owned by the Town or an authorized third-party pursuant to the provisions of the PID Act for which Developer seeks reimbursement or payment of the Actual Costs by submission of a request for reimbursement or payment (a "Payment Request"), the obligations of the Town under this Agreement to pay from Assessment Revenue or the net PID Bond Proceeds, as applicable, disbursements (whether to the Developer or to any person designated by the Developer) identified in any approved Payment Request and to pay debt service on PID Bonds are unconditional and not subject to any defenses or rights of offset except as may be provided by law or in any PID Bond Indenture; provided, in no event shall the Town Representative be authorized to approve a Payment Request if the Town has not previously levied Assessments against Assessed Property within the development related to the Authorized Improvements for which such Payment Request has been submitted. To the extent that the Town does not issue PID Bonds, and subject to the provisions for Section 1.05, the Town agrees to reimburse the Developer from monies available in the Assessment Fund.

Upon the levy of the PID Assessments, the Actual Costs advanced by the Developer and approved pursuant to a Payment Request, but not reimbursed by the Town pursuant to the terms of this Agreement, shall bear simple interest per annum at the rates specified in the Updated SAP. The PID Assessments shall accrue interest in accordance with the Updated SAP. Interest shall continue on the unpaid principal amount of the PID Assessments for a lot for 30 years or until the PID Assessments are paid in full, unless otherwise provided in the Updated SAP and/or Assessment Ordinance.

For the avoidance of doubt, the Town's obligation to reimburse shall be solely from funds in the Assessment Fund and/or from the PID Bond Proceeds, the Developer agrees to look solely to such sources

for reimbursement. The obligations of the Town under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the Town or a debt or other obligation of the Town payable from any source other than the Assessment Fund, or the PID Bond Proceeds if applicable. The Parties further agree that the Town's obligation under this agreement with respect to the Actual Costs of Authorized Improvements within the Major Improvement Area shall be contingent upon the Town levying PID Assessments against the Major Improvement Area related to the Authorized Improvements which will benefit the Major Improvement Area. The levying of the PID Assessments against the Major Improvement Area will create the fund out of which the Town will pay its obligation and until such time, this Agreement does not create an obligation of the Town. Unless approved by the Town, no other Town funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Actual Costs of the Authorized Improvements; (2) amounts due and owing under this Agreement; or (3) debt service on any PID Bonds. None of the Town or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

2.03. Time and Amount of Reimbursement. The Town shall reimburse the Developer for payment of costs related to the Authorized Improvements of construction solely from (i) the proceeds of PID Bonds and/or (ii) Assessment Revenue collected pursuant to PID Assessments levied on the Major Improvement Area.

In regards to reimbursement from PID Bonds, the Town shall reimburse the Developer for those Actual Costs that have been paid or advanced by the Developer pursuant to Sections 1.03, 1.06, and 2.01 hereof and in accordance with the terms of the PID Bond Indenture.

Additionally, the Developer may request reimbursements directly from Assessment Revenue levied against property within the Major Improvement Area. The invoices included with the Payment Request shall identify the payee, the goods, services and/or materials provided by such payee and the total amount paid with respect to such goods, services and/or materials. If the Town timely disapproves of the Payment Request (for a reason other than for a failure to levy assessments from which the Payment Requested is to be paid, in accordance with the provisions hereof) by delivering a detailed notice to the Developer, then payment with respect to the disputed portion(s) of the Payment Request shall not be made until the Developer and the Town settle the dispute. The Parties agree to meet promptly and resolve any dispute within 60 days from the date of the initial submittal of the Payment Request for payment is authorized to be approved by a Town Representative.

With respect to any Payment Request by the Developer, in no event shall the Town Representative be authorized to approve such request if the Town has not previously levied Assessments against the Assessed Property.

2.05 Fund Deposits. Until PID Bonds payable from Assessment Revenues collected from the Major Improvement Area are issued, the Town shall bill, collect, and immediately deposit into the Assessment Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) any additional revenue collected from the payment of Annual Installments, as defined in the Updated SAP (excluding Annual Collection Costs and Delinquent Collection Costs, each as defined in the Updated SAP). Funds in the Assessment Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. Once PID Bonds payable from Assessment Revenue are issued, the Town shall bill, collect, and immediately deposit all Assessment Revenue securing such series of PID Bonds in the manner set forth in the PID Bond Indenture; and if applicable, the Town shall continue to deposit all Assessment Revenue or payments thereof not securing a series of PID Bonds into the

Assessment Fund.

Once PID Bonds payable from Assessment Revenue are issued, the Town shall also deposit PID Bond Proceeds and any other funds authorized or required by the PID Bond Indenture into the funds established by the PID Bond Indenture in the manner set forth in the PID Bond Indenture. Annual Installments shall be billed and collected by the Town (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as Town ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the PID Bond Indenture; provided that funds disbursed from the PID Project Fund shall be made first from PID Bond Proceeds held in the applicable accounts within such PID Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the PID Project Fund, if applicable. Funds in the PID Bond Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements not paid from the PID Project Fund in accordance with the PID Bond Indenture.

Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements shall be paid from: (1) the Assessment Revenue, or (2) net PID Bond Proceeds or other amounts deposited in an account of the PID Project Fund created under an PID Bond Indenture related to PID Bonds secured by the Assessment Revenue. The Town will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The Town shall determine or cause to be determined, no later than March 1 of each year after the levy of the Assessments whether any Annual Installment is delinquent. If delinquencies exist, then the Town will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the Town shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property or to use any Town funds, revenues, taxes, income, or property other than moneys collected from the Assessments. Once PID Bonds are issued, the PID Bond Indenture shall control in the event of any conflict with this Agreement.

2.06 Payment of Actual Costs. If PID Bonds are not issued (or prior to such issuance) to pay the Actual Costs, the Developer may elect to make Developer Advances to pay Actual Costs. If PID Bonds are issued, the PID Bond Proceeds shall be used in the manner provided in the PID Bond Indenture; and, except as may be required under the Development Agreement and/or an PID Bond Indenture, the Developer shall have no obligation to make Developer Advances for the related Authorized Improvements, unless the PID Bond Proceeds, together with any other funds in the PID Project Fund, are insufficient to pay the Actual Costs of such Authorized Improvements, in which case the Developer shall make Developer Advances to pay the deficit. If Developer Advances are required in connection with the issuance of a series of PID Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such PID Bonds that the Developer has previously paid if (i) the Developer submits to the Town all information related to such costs that would be required by a Closing Disbursement Request at least ten (10) days prior to the scheduled closing date of such PID Bonds, and (ii) the Town approves such Actual Costs in writing. The Developer shall also make Developer Advances to pay for cost overruns (after applying cost savings). The lack of PID Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of the Developer to pay Actual Costs of the Authorized Improvements.

2.07 Payment of Reimbursement Agreement Balance. The Town agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the Town (subject to the provisions of Sections

1.05 and 2.01 hereof), until the Maturity Date, for amounts shown on each approved Payment Request (which amounts include all Actual Costs paid by or at the direction of the Developer) plus simple interest on the unpaid principal balance at the rate identified in the Updated SAP approved at the time the Town levies the PID Assessments, together with accrued but unpaid interest, owed the Developer for all approved Payment Requests is referred to as the "Reimbursement Agreement Balance"); provided, however, upon the issuance of PID Bonds, the interest rate due and unpaid on amounts shown on each Payment Request to be paid to the Developer shall be the lower of: (1) the interest rate on the PID Bonds issued to finance the costs of the Authorized Improvements for which the Payment Request was filed, or (2) the interest rate approved by the Town Council of the Town in the Assessment Ordinance levying the Assessments from which such PID Bonds shall be paid. The interest rates set forth in this section have been approved by the Town Council and are authorized by the Act. The principal amount of each portion of the Reimbursement Agreement Balance to be paid under each Assessment Ordinance shall be set forth in the Updated SAP. The Town's obligations to pay the Reimbursement Agreement Balance related to the Authorized Improvements constructed for the benefit of the PID shall (i) only be paid from the PID Assessments and/or annual installments collected from property within the Major Improvement Area once such PID Assessments are levied, (ii) are contingent upon the Town levying such PID Assessments, and (iii) will not be due and owing unless and until the Town actually levies such PID Assessments. Interest will not accrue on Payment Requests until such time as they have been approved pursuant to the terms of this Agreement.

The Reimbursement Agreement Balance is payable solely from: (1) the Assessment Fund if no PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance, or (2) from PID Bond Proceeds and the PID Bond Reimbursement Fund, if applicable, if PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance. No other Town funds, revenues, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from PID Bond Proceeds deposited in the PID Project Fund and payments made from the PID Bond Reimbursement Fund, if applicable, shall be made in the manner set forth in the PID Bond Indenture.

So long as no PID Bonds are issued and the Town has received and approved a Payment Request, the Town shall make a payment to the Developer from the Assessment Fund for an amount of the Reimbursement Agreement Balance at least annually, and no later than 60 days after the date payment of the Annual Installments are due, not to exceed the Assessment Revenue collected by and payable to the Town. In the event that a Prepayment of an Assessment is made prior to the issuance of PID Bonds, the Town shall remit payment to the Developer of an amount of the Reimbursement Agreement Balance then due and payable not to exceed the Assessment Revenue related to such Prepayment from the Assessment Revenue deposited into the Assessment Fund within 60 days after the Prepayment is made. Payments made from the Assessment Fund toward any outstanding Reimbursement Agreement Balance, shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the Assessment Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment.

2.08 Disbursements and Transfers at and after Bond Closing. The Town and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the Town Representative, the Town will cause the trustee under the PID Bond Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible costs incurred by the Developer and the Town as of the time of the delivery of the PID Bonds as described in the Updated SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the Town no less than ten (10) days prior to the scheduled closing date for the PID Bonds for payment in accordance with the provisions of the PID Bond

Indenture. In order to receive additional disbursements from any applicable fund under a PID Bond Indenture, the Developer shall execute a Payment Request, no more frequently than monthly, to be delivered to the Town for payment in accordance with the provisions of the PID Bond Indenture**.** Upon receipt of a Payment Request (along with all accompanying documentation required by the Town) from the Developer, the Town shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such Payment Request. The Town shall also conduct such review as is required in its discretion to confirm the matters certified in the Payment Request. The Developer agrees to cooperate with the Town in conducting each such review and to provide the Town with such additional information and documentation as is reasonably necessary for the Town to conclude each such review. The Developer further agrees that if the Town provides to the Developer a sales tax exemption certificate then sales tax will not be approved for payment under a Payment Request. Within ten (10) days following receipt of any Payment Request after the issuance of the PID Bonds, the Town shall either: (1) approve the Payment Request and forward it to the trustee for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Payment Request, specifying the basis for any such disapproval. Any disputes shall be resolved as required herein. The Town shall deliver the approved or partially approved Payment Request to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter.

ARTICLE III
Acquisition of Authorized Improvements

3.01. Acquisition of Improvements. At or prior to the time of reimbursement of the Developer for the Actual Costs or a portion of the Actual Costs, the Town will acquire or cause to be acquired such Authorized Improvements that are to be owned by the Town, as set forth in the Development Agreement, from the Developer as have been constructed in the name of the Developer for the benefit of the Town, including off-site Authorized Improvements. At or prior to the time of reimbursement of the Developer for the Actual Costs or a portion of the Actual Costs related to Authorized Improvements to be owned by an authorized third-party pursuant to the provisions of the PID Act, such entity will acquire or cause to be acquired such Authorized Improvements from the Developer as have been constructed in the name of the Developer for the benefit of such entity, including off-site Authorized Improvements.

3.02. Conveyance Requirements. The Developer shall convey the Authorized Improvements to be owned by the Town to the Town by deed or other appropriate instrument of conveyance, with full warranties, free and clear of any liens, claims, encumbrance, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen, unless otherwise waived by the Town. The Developer may also convey the Authorized Improvements to be owned by the Town to the Town by plat or other instrument on behalf of or benefiting the Town. The Developer shall convey the Authorized Improvements to be owned by an authorized third-party pursuant to the provisions of the PID Act to such entity by deed or other appropriate instrument of conveyance, with full warranties, free and clear of any liens, claims, encumbrance, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen, unless otherwise waived by such entity. The Developer shall provide reasonable proof of title and proof of no liens, claims, or encumbrances. Conveyance of any Authorized Improvements to be owned by the Town at any time shall be subject to the reimbursement obligations created in this Agreement. Each conveyance shall include all easements within which the Authorized Improvements are located, unless such easements have been dedicated to the public, and all easements necessary to own, operate and maintain the Authorized Improvements. Each conveyance shall additionally include fee simple title to any and all plant sites, together with necessary rights of way where such site or sites are not directly accessible by a dedicated public street, and all licenses, franchises and permits for the

Authorized Improvements. The Developer shall also assign, in writing, all of its contractors' and materialmen's warranties relating to the Authorized Improvements to be owned by the Town. All documents or instruments of conveyance, transfer, or assignment hereunder of Authorized Improvements to be owned by the Town shall be in a form and content acceptable to the Town's attorneys. The Developer, at the time of reimbursement by the Town for Authorized Improvements to be owned by the Town, shall deliver to the Town a release of all liens upon the bonded Authorized Improvements securing the costs of construction of the bonded Authorized Improvements advanced by a third-party lender. Any conveyance of Authorized Improvements to the Town by plat shall not be considered effective until the Town has provided a letter of acceptance for such Authorized Improvements. Any conveyance of Authorized Improvements to the Town by deed or similar instrument shall not be considered effective until such deed or other instrument is recorded in the property records of Denton County.

Prior to completion and conveyance to the Town of any Authorized Improvements to be owned by the Town, the Developer shall cause to be provided to the Town a maintenance bond in the amount required by the Town's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance of the applicable Authorized Improvements. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that legal counsel for the Town has the right to reject any surety company regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to prohibit the Developer or the Town from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the Town with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the Town, in an amount reasonably determined by the Town, not to exceed 120 percent of the disputed amount.

3.03. Correction of Defects. Conveyance of any Authorized Improvements to the Town shall not relieve the Developer of liability for the correction of any existing engineering or construction defects then existing in the Authorized Improvements to be owned by the Town or for satisfaction of any unpaid claim for materials or labor. The Town shall be under no obligation to contest or challenge any claim for labor or materials; provided, however, that in the event the Developer fails to promptly correct any such defect or satisfy any such claim, the Town may elect to do so and, in such event, shall have full rights of subrogation. Subject to any applicable statutes of limitation, the Developer shall pay the Town for the Town's costs in correcting any defect or satisfying any claim including, but not limited to, construction costs, engineering fees, attorneys' fees, building or construction permits, filing fees or court costs.

3.04. Survival or Representations. All representations, warranties and agreements of the Town and the Developer hereunder shall survive the conveyance of the Authorized Improvements to the Town.

ARTICLE IV
Representations

4.01. Representations by the Developer. The Developer hereby represents to the Town that:

(a) The execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by the Developer;

(b) This Agreement, the representations and covenants contained herein, and the consummation of the transactions contemplated hereby shall not violate or constitute a breach of any contract or other agreement to which the Developer is a party;

(c) The Developer has made financial arrangements sufficient to assure its ability to perform its obligations hereunder; and

(d) The Developer will send a representative to all meetings of the Town Council of the Town at which such presence may be requested.

4.02. Representations by the Town. The Town hereby represents and covenants to the Developer that it shall use its good faith efforts:

(a) To, if decided by the Town, Issue PID Bonds pursuant to the PID Act and other applicable law; and

(b) To levy and collect the PID Assessments.

ARTICLE V
Remedies

5.01. Default by the Developer. In the event of uncured default by the Developer hereunder and after written notice from the Town and a reasonable opportunity to cure, which shall be no less than thirty (30) days, the Town shall have the right:

(a) To terminate this Agreement without thereby incurring any liability to the Developer whatsoever;

(b) To pursue all other legal or equitable remedies;

(c) To recover from the Developer all expenses incurred in pursuing its legal rights hereunder, including reasonable attorneys' fees.

If a default cannot reasonably be cured within 30 days and Developer has diligently pursued a cure within such 30-day period and has provided written notice to the Town that additional time is needed, then the cure period provided herein shall be extended for an additional 30 day period so long as the Developer is diligently pursuing a cure.

An event of default by the Developer does not release the Town from the obligation to reimburse the Developer for Actual Costs advanced or incurred by the Developer on behalf of the Town prior to the date of default by the Developer or to reimburse the Developer for Authorized Improvements previously acquired by or conveyed to the Town or applicable retail provider.

5.02. Default by Town. In the event of default by the Town hereunder, the Developer shall be entitled to seek a writ of mandamus from a court of competent jurisdiction compelling and requiring the Town and its officers to observe and perform the covenants, obligations and conditions hereof.

5.03. Future Performance. The failure of either party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants, and conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

ARTICLE VI
Miscellaneous

6.01. Severability. In case any one or more provision 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 any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.02. Modification. This Agreement may be modified or varied only by a written instrument subscribed by both of the parties hereto including a reimbursement agreement entered into for a phase of development or issuance of PID Bonds.

6.03 Assignability. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the Town, the Developer's right, title, or interest under this Agreement (any of the foregoing, a "Transfer"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer is received by the Town. Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made without prior written consent of the Town if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the issuance of municipal securities, and/or (2) the Town being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the Town being subjected to additional reporting or recordkeeping duties. Notwithstanding the foregoing, the Town hereby authorizes the Developer to grant a security interest in the Developers' rights hereunder and to all sums to be paid to the Developer by the Town pursuant to this Agreement to any bank or lending institution making a construction or development loan to the Developer for payment of Actual Costs without Town consent and to the extent permitted by State law.

6.04. Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or used as interpreting the meanings and provisions hereof.

6.05. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Texas and all obligations of the parties created hereunder are performable in Denton County, Texas.

6.06. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed to confer any benefit on any third party. This Agreement shall be binding upon each party, its successors and assigns.

6.08. Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of: (i) the issuance of PID Bonds for the Additional Major Improvements, as defined in the Current SAP, or (ii) the date on which the amounts due under this Agreement are paid in full. Upon the issuance of PID Bonds for the Additional Major Improvements, as defined in the Current SAP, which will be secured by Assessments levied against the Major Improvement Area located within the PID, this Agreement shall terminate without any further act of the Town or the Developer.

6.09. Force Majeure. If the Town or the Developer is rendered unable, in whole or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to remedy such inability and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. The term "force majeure", as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery; pipelines or canals; partial or

total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other inabilities of the party, whether similar to those enumerated or otherwise, which are not within the control of the party, which the party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of such party.

6.10 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

6.11 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the Town and the Developer any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

6.12 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

6.13 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the Town of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

6.14 No Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

6.15 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to enable to Town to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or Texas law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

6.16 No Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2276.002, Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2276.001(1), Texas Government Code by reference to Section 809.001, Texas Government Code, shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

6.17 No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Town to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions:

(a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer

of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

Affiliate. As used in Sections 4.19 through 4.23, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

6.18 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Developer, and the Town agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the Town nor its consultants have verified such information.

6.19 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (i) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (ii) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the Town:	Attn: Town Manager Town of Little Elm, Texas 100 W. Eldorado Parkway Little Elm, Texas 75068
With a copy to:	Attn: Robert Brown Brown & Hofmeister, LLP 740 E. Campbell Rd., Ste. 800 Richardson, Texas 75081

To the Developer:	Attn: Mehrdad Moayedi MM Little Elm 548, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: Travis Boghetich Boghetich Law, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of equal dignity, to be effective as of the date first written above.

TOWN:

TOWN OF LITTLE ELM

By: _____
Name: Curtis J. Cornelious
Title: Mayor

ATTEST:

By: _____
Name: Caitlan Biggs
Title: Town Secretary

APPROVED AS TO FORM:

_____
Attn: Robert Brown, Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ___ day of _____ 2023 by Curtis J. Cornelious, Mayor of the Town of Little Elm, Texas on behalf of the Town.

_____
Notary Public, State of Texas

DEVELOPER:

MM LITTLE ELM 548, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Little Elm 43, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

Date:	10/17/2023
Agenda Item #:	4. S.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve a **Local On-System Improvement Project Agreement with the Texas Department of Transportation regarding Pavement Striping Improvements at the Intersection of Eldorado Parkway and Oak Grove Parkway.**

DESCRIPTION:

The Town has received many resident concerns regarding traffic congestion and accidents that have occurred at the intersection of Eldorado Parkway and Oak Grove Parkway. Town staff have coordinated with traffic consultants, Texas Department of Transportation (TxDOT) staff, and the City of Frisco to identify effective solutions to these issues.

One of the key recommendations to improve traffic flow through the intersection involves the installation of striping and raised pavement markers. to better delineate lane separation for vehicles making a westbound right turn onto Oak Grove Parkway. Another recommendation is to install striping along the westbound direction to discourage vehicles from bypassing the right turn lane and attempting to merge closer to the intersection.

To expedite the installation of these recommended striping improvements, Town staff proposes to contract directly with the Town's pavement striping contractor. TxDOT requires a Local On-System Agreement approved by the Town Council prior to authorizing the contractor to perform the work within TxDOT's right-of-way.

BUDGET IMPACT:

The cost of the agreement is $30,660.71 and includes the estimated cost to install the striping (paid directly to the Town's contractor), as well as the direct and indirect State costs to administer the agreement. Funding is available in the operations budget of the Public Works Department.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed Agreement
Striping Plan

CSJ #	**18-4LOSA001**
District #	**18/DAL**
Code Chart 64 #	**24830**
Project Name	**Eldorado Pkwy at Oak Grove Pavement Marking and Sign Installation**

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **Town of Little Elm**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated , which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement**.**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

CSJ #	**18-4LOSA001**
District #	**18/DAL**
Code Chart 64 #	**24830**
Project Name	**Eldorado Pkwy at Oak Grove Pavement Marking and Sign Installation**

2. Scope of Work

The Project consists of pavement marking and sign installation on Eldorado Parkway at Oak Grove, as shown on Attachment A.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.

B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.

C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.

D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.

E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.

F. The Local Government will begin construction on the Project within 6 months after execution of the Agreement.

G. The Local Government will complete construction and receive the State's acceptance of the project within 18 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.

H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the

Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or

C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for

construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.

C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Town of Little Elm 303 Main Street Little Elm, TX 75068	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560

CSJ #	**18-4LOSA001**
District #	**18/DAL**
Code Chart 64 #	**24830**
Project Name	**Eldorado Pkwy at Oak Grove Pavement Marking and Sign Installation**

Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Kenneth Stewart Typed or Printed Name	Matt Mueller Typed or Printed Name
Director of Contract Services Typed or Printed Title	Town Manager Typed or Printed Title
Date	Date

CSJ #	**18-4LOSA001**
District #	**18/DAL**
Code Chart 64 #	**24830**
Project Name	**Eldorado Pkwy at Oak Grove Pavement Marking and Sign Installation**

ATTACHMENT A
PROJECT LOCATION MAP

CSJ #	**18-4LOSA001**
District #	**18/DAL**
Code Chart 64 #	**24830**
Project Name	**Eldorado Pkwy at Oak Grove Pavement Marking and Sign Installation**

ATTACHMENT B
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	$	
Right of Way	$	
Engineering	$	
Utility Work	$	
Construction	$27,940.68	$27,940.68
Subtotal for Project Phases		$27,940.68
DIRECT STATE COSTS:	**Paid By: ☒ Local Government ☐ State**	
Environmental	$	
Right of Way	$	
Engineering	$	
Utility Work	$	
Construction	$1,397.03	
Subtotal for Direct State Costs		$1,397.03
INDIRECT STATE COSTS:	**Paid By: ☒ Local Government ☐ State**	
Subtotal for Indirect State Costs		$1,323.00
TOTAL ESTIMATED COST OF PROJECT		$30,660.71

$2,720.03	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.

NOTES:

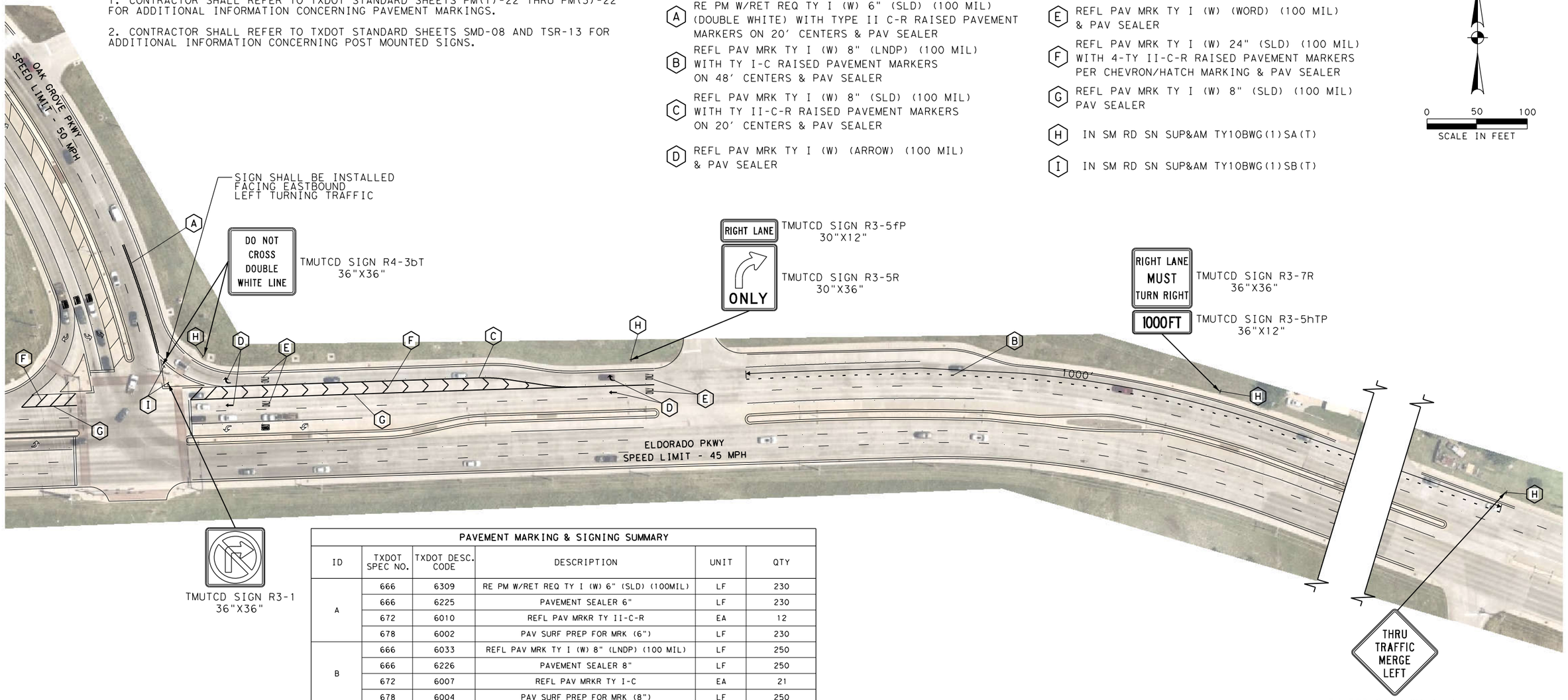
1. CONTRACTOR SHALL REFER TO TXDOT STANDARD SHEETS PM(1)-22 THRU PM(3)-22 FOR ADDITIONAL INFORMATION CONCERNING PAVEMENT MARKINGS.

2. CONTRACTOR SHALL REFER TO TXDOT STANDARD SHEETS SMD-08 AND TSR-13 FOR ADDITIONAL INFORMATION CONCERNING POST MOUNTED SIGNS.

PAVEMENT MARKINGS & POST MOUNTED SIGN LEGEND

- (A) RE PM W/RET REQ TY I (W) 6" (SLD) (100 MIL) (DOUBLE WHITE) WITH TYPE II C-R RAISED PAVEMENT MARKERS ON 20' CENTERS & PAV SEALER
- (B) REFL PAV MRK TY I (W) 8" (LNDP) (100 MIL) WITH TY I-C RAISED PAVEMENT MARKERS ON 48' CENTERS & PAV SEALER
- (C) REFL PAV MRK TY I (W) 8" (SLD) (100 MIL) WITH TY II-C-R RAISED PAVEMENT MARKERS ON 20' CENTERS & PAV SEALER
- (D) REFL PAV MRK TY I (W) (ARROW) (100 MIL) & PAV SEALER
- (E) REFL PAV MRK TY I (W) (WORD) (100 MIL) & PAV SEALER
- (F) REFL PAV MRK TY I (W) 24" (SLD) (100 MIL) WITH 4-TY II-C-R RAISED PAVEMENT MARKERS PER CHEVRON/HATCH MARKING & PAV SEALER
- (G) REFL PAV MRK TY I (W) 8" (SLD) (100 MIL) PAV SEALER
- (H) IN SM RD SN SUP&AM TY10BWG(1)SA(T)
- (I) IN SM RD SN SUP&AM TY10BWG(1)SB(T)

0 50 100
SCALE IN FEET



PAVEMENT MARKING & SIGNING SUMMARY

ID	TXDOT SPEC NO.	TXDOT DESC. CODE	DESCRIPTION	UNIT	QTY
A	666	6309	RE PM W/RET REQ TY I (W) 6" (SLD) (100MIL)	LF	230
	666	6225	PAVEMENT SEALER 6"	LF	230
	672	6010	REFL PAV MRKR TY II-C-R	EA	12
	678	6002	PAV SURF PREP FOR MRK (6")	LF	230
B	666	6033	REFL PAV MRK TY I (W) 8" (LNDP) (100 MIL)	LF	250
	666	6226	PAVEMENT SEALER 8"	LF	250
	672	6007	REFL PAV MRKR TY I-C	EA	21
	678	6004	PAV SURF PREP FOR MRK (8")	LF	250
C	666	6036	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	LF	430
	666	6226	PAVEMENT SEALER 8"	LF	430
	672	6010	REFL PAV MRKR TY II-C-R	EA	22
	678	6004	PAV SURF PREP FOR MRK (8")	LF	430
D	666	6054	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	EA	4
	666	6231	PAVEMENT SEALER (ARROW)	EA	4
	678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	4
E	666	6078	REFL PAV MRK TY I (W) (WORD) (100 MIL)	EA	4
	666	6232	PAVEMENT SEALER (WORD)	EA	4
	678	6016	PAV SURF PREP FOR MRK (WORD)	EA	4
F	666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	364
	666	6230	PAVEMENT SEALER 24"	LF	364
	672	6010	REFL PAV MRKR TY II-C-R	EA	88
	678	6008	PAV SURF PREP FOR MRK (24")	LF	364
G	666	6036	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	LF	440
	666	6226	PAVEMENT SEALER 8"	LF	440
	678	6004	PAV SURF PREP FOR MRK (8")	LF	440
H	644	6004	IN SM RD SN SUP & AM TY10BWG(1)SA(T)	EA	4
I	644	6012	IN SM RD SN SUP & AM TY10BWG(1)SB(T)	EA	2

90% REVIEW

PRELIMINARY - FOR REVIEW ONLY
LEE ENGINEERING, L.L.C.
REGISTRATION NO. F-450
CHRISTOPHER J. PIERCE, P.E. #92541
AUGUST 2023

LEE ENGINEERING

FM 720 (OAK GROVE PKWY) AT ELDORADO PKWY

PROPOSED PAVEMENT MARKINGS & SIGNAGE INSTALLATION

STATE	CITY	COUNTY	HIGHWAY NO.	SHEET NO.
TEXAS	LITTLE ELM	DENTON	FM 720	3

Date:	10/17/2023
Agenda Item #:	5. A.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present, Discuss and Consider Action on **Appointing Charter Review Committee Members.**

DESCRIPTION:

According to Section 15.02 of the Town's Charter, a Charter Review Committee shall be established and appointed by Town Council at least every two (2) years from the date that the prior Charter Review Committee concluded its operations. Additionally, this committee shall be composed of not fewer than seven (7) residents of the Town.

The following residents have been nominated for the committee:

- Jeremy Bolden, nominated by Council Member Andrew Evans
- Willette Watts, nominated by Mayor Curtis J. Cornelious
- Michael McClellan, nominated by Council Member Neil Blais
- Jeannie Beal, nominated by Council Member Lisa G. Norman
- Alfonso Rodriguez, nominated by Council Member Michel Hambrick
- Joselynn Passerelle, nominated by Mayor Pro Tem Jamell T. Johnson
- Jennifer Ward, nominated by Council Member Tony Singh

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Date:	10/17/2023
Agenda Item #:	5. B.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1733 Regarding a Request to Rezone Approximately 4.0 Acres of Land, Currently Zoned as Light Commercial (LC), Generally Located on the South Side of West University Drive, Approximately 1,500 Feet West of Paloma Creek Boulevard, within Little Elm's Town Limits, in Order to Allow for Construction of a New 6,400 Square-Foot Bar and Restaurant, with an Outdoor Patio.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1733:

DESCRIPTION:

Location.
Approximately located 1,500 feet west of the intersection of Paloma Creek Blvd. and U.S. Highway 380.

Background.
The subject property was annexed in 2006 through Ordinance No. 809 and zoned Light Commercial. In 2007, Ordinance No.863 established the 380 Overlay District, which added several land use restrictions and enhanced certain site development standards. The property is currently vacant and has primarily been used for agricultural purposes. The land to the east of the property is also vacant and zoned Light Commercial. The land to the west and south is owned by the U.S. Army Corp of Engineers (USACOE); there is a residential neighborhood roughly 200 feet further beyond the USACOE land. US Highway 380 runs along the northern boundary of the property. The Town's jurisdiction ends on the northern side of Highway 380.

In early March 2023, the Town received an official request for an SUP to allow for a bar at this location. This request differs from typical requests because it is not a complete site development nor is it a finish-out request for an already built site. Town Staff have worked with the applicant to

create an approvable proposal that will allow the bar to function independent of the rest of the site without restricting future site development.

Proposal.
The applicant is proposing a bar use that will also serve food. This SUP is limited to 6,280 square feet, inclusive of a 1,894 square-foot outdoor patio area. This building is on the far west end of the property, providing the greatest possible separation from residential uses. The proposed building and site development plans meet the Town's requirements for building material, articulation, landscaping, and parking, as it relates to the development of the proposed bar. The development of the rest of the site is still not determined, but the proposed bar will be able to operate as a stand-alone building, independent of the remaining site. The drive-thru shown in the overall concept plan is for reference only, and will still need a separate SUP approval to ensure compliance with the Town's drive-thru requirements.

Uses.
This SUP would allow for a bar not to exceed 6,280 square feet, as indicated on the plans.

Section 106.05.02.2 (e) Defines Bars as:
"*An establishment principally for the sale and consumption of alcoholic beverages on the premises that derives 75 percent or more of its gross revenue on a quarterly (three-month) basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, for on-premises consumption.*"

If this SUP is approved, in order to operate, the applicant is still required to obtain proper TABC license and permit. Any other uses on the site that require an SUP, or an expansion of this SUP, will need separate approval from the Town based on the Town Ordinance at the time of the request.

Fire, Engineering, Building.
Fire, Engineering, and Building have all approved the plans from a zoning perspective, but this approval is not an approval of plans for construction.

Comprehensive Plan.
Bar is listed under "Retail Use" the Town's Schedule of Uses, this aligns with the current and future zoning of Light Commercial.

Recommendation to Commission.
Staff requested the Commission evaluate the proposed SUP request and base their recommendation to the Town Council on the intent of the Future Land Use Plan and Comprehensive Plan as well as the Ordinance section that prescribes conditions for a bar SUP approval. Staff recommended that if the Commission considers approval of the request, it should be subject to the following conditions:

1. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a bar.
2. All alcohol-related activities must meet all standards found in Chapter 10, alcoholic beverages, of the Little Elm Code of Ordinances.

Commission Findings.
At their regular meeting on September 7, 2023, the Planning and Zoning Commission held a public hearing and discussed the proposed SUP request in the context of the existing areas, as well as the FLUP. The Commission debated the aspects of the site design and proposed use, and given the proposed bar location is around 500 feet from the nearest residential property, separated by a

thick forested area, recommended approval (5-1) subject to the conditions as presented by Staff.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

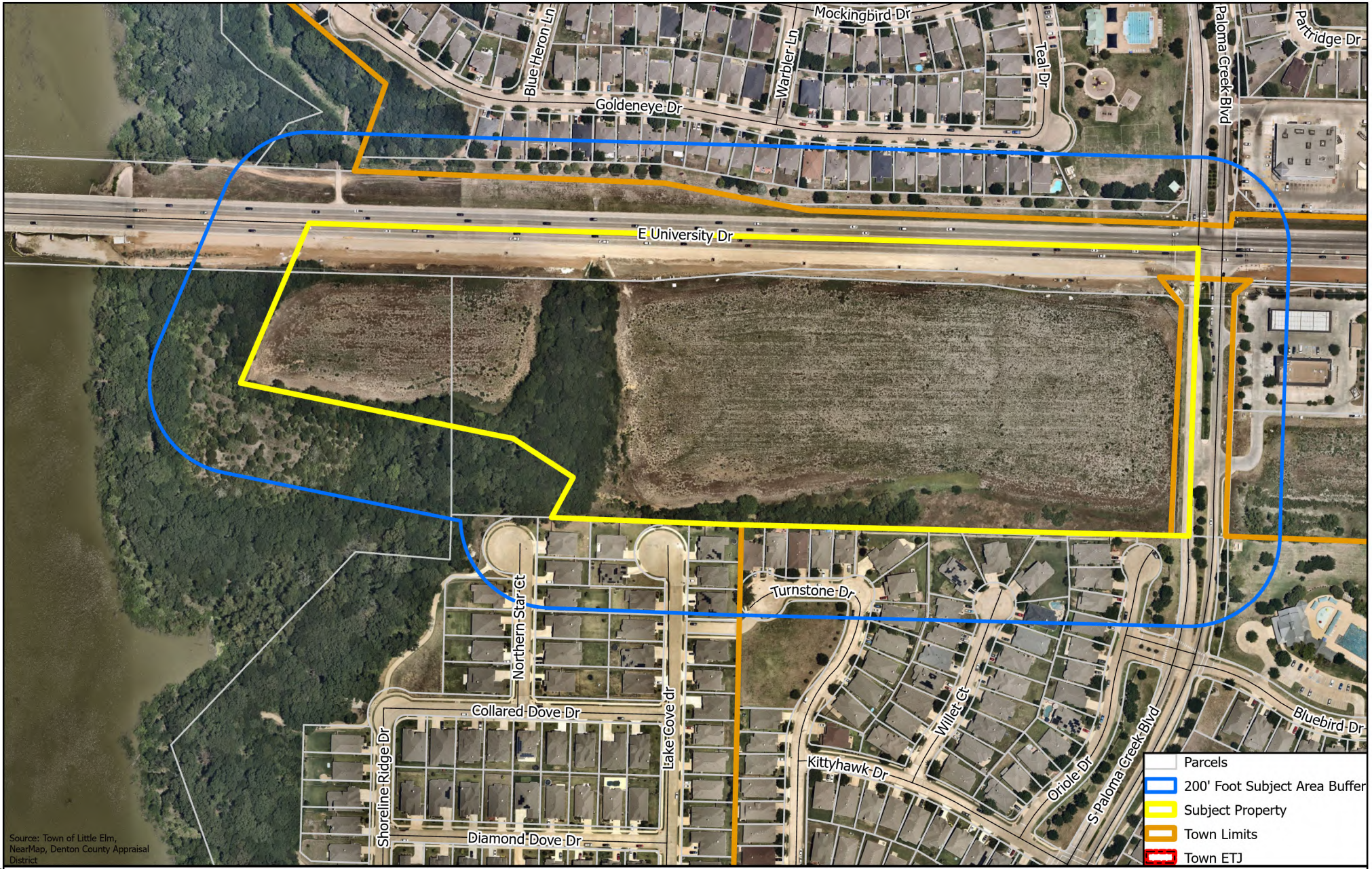
Planning and Zoning Commission recommends approval of the requested SUP subject to the following conditions:

1. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a bar.
2. All alcohol-related activities must meet all standards found in chapter 10, alcoholic beverages, of the Little Elm Code of Ordinances.

Attachments

Location Map

Ordinance No. 1733 - Paloma Creek Bar SUP



LITTLE ELM

Paloma Creek Bar
W UNIVERSITY DR, LITTLE ELM, TX 75068

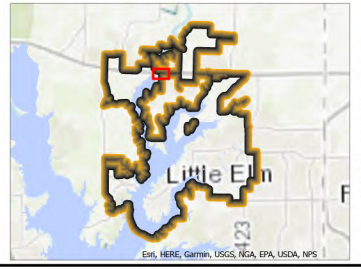
Town of Little Elm
Denton County, Tx

Date: 8/4/2023

N

0 150 300

US Feet



This product is to be used for graphical representation only. The accuracy is not to be taken/ used
as data produced for engineering purposes or by a Registered Professional Land Surveyor
for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed.
Town of Little Elm and its members assume no responsibility for the accuracy of said data.

Project Location: G:\GIS\For Town\Employee\DevServices\Jose\Location Map\

TOWN OF LITTLE ELM

ORDINANCE NO. 1733

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A NEW SPECIFIC USE PERMIT FOR A 6,400 SQUARE-FOOT BAR AND RESTAURANT, ON A 4.0 ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF WEST UNIVERSITY DRIVE, APPROXIMATELY 1,500 FEET WEST OF PALOMA CREEK BOULEVARD; PROVIDING A PENALTY; PROVIDING A 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, Chapter 106 (Zoning) of the Little Elm Code of Ordinances, requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with a bar while it is zoned Light Commercial (LC); and

WHEREAS, a request for a Specific Use Permit for a bar has been submitted by Ravi Kadiri, Paloma380 Properties LLC, on property located approximately 1,500 feet west of the intersection of Paloma Creek Blvd. and U.S. Highway 380; and

WHEREAS, Section 106.02.17 of the Little Elm Code of Ordinances provides that Town Council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

WHEREAS, 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 planned development amendment described herein; and

WHEREAS, at its regular meeting held on September 7, 2023 the Planning & Zoning Commission considered and made recommendations on a request grant a Specific Use Permit for a 6,400 square-foot bar and restaurant, with an outdoor patio (Case No. SUP-23-01041); 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 would be 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. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, as amended, is hereby amended by the following:

A. Granting a Specific Use Permit authorizing a bar on approximately 4.0 acres of land, generally located on the south side of West University Drive, approximately 1,500 feet west of Paloma Creek Boulevard, subject to the following conditions:

1. Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan and floor plan, which are attached hereto as Exhibit A and made a part hereof for all purposes.

2. The Specific Use Permit granted herein for a bar and restaurant shall be limited to that particular area designated on the approved site plan and floor plan, encompassing a total area not to exceed 6,400 square feet.

3. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a bar.

4. All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.

SECTION 3. SAVINGS. This Ordinance (which includes the New Zoning 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 in direct 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 4. 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 5. 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 New 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 this Ordinance (which includes the New Zoning Ordinance) without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this Ordinance are hereby repealed to the extent of that conflict.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption 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 17th day of October, 2023.

The Town of Little Elm, Texas

_____

Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

ATTACHMENT – EXHIBIT A

CONCEPT PLANS

FOR

KADIRI LLC

APPROX. 1,400 LF WEST OF PALOMA CREEK BLVD AND US-380
DENTON COUNTY PID: 38200
A0662A M. JONES, TR 19, 4.0 ACRES
OLD DCAD TR #33
LITTLE ELM, TX 75068

VICINITY MAP
SCALE: 1" = 500'

DEVELOPER
RAVI KADIRI
KADIRI LLC
1473 OVERLAND PARK LANCE
FRISCO, TX 75035
214-733-3726
RAVISKADIRI@GMAIL.COM

PREPARED BY

BOHLER

CONTACT: DEAN CARDWELL
DCARDWELL@BOHLERENG.COM
469-458-7300

ARCHITECT
HMS, ARCHITECTURE, PLLC
208 S. JOHNSON STREET, SUITE 211
MCKINNEY, TEXAS 75069
PHONE: 972-897-5861
CONTACT: MATT SPEER

OWNER
CONTACT: RAVI KADIRI
PHONE: 972-377-2828
PALOMA380 PROPERTIES LLC
7271 CLEMENTINE DR
IRVING, TX 75063

ENGINEER/SURVEYOR
BOHLER
2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
PHONE: 469-458-7300
CONTACT: DEAN CARDWELL

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABILITY CONSULTING
PERMITTING SERVICES
TRANSPORTATION SERVICES
THE DRAWINGS, DESIGN AND CONTENT OF THESE PLANS ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE, WITHOUT THE EXPRESS AUTHORIZATION FROM BOHLER. ONLY APPROVED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.
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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

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PROJECT No.:	TXA220012.00
DRAWN BY:	JJB
CHECKED BY:	DOC
DATE:	8/8/2023
CAD I.D.:	

PROJECT:

PALOMA CREEK RESTAURANT

FOR

KADIRI LLC

APPROX. 1,400 LF WEST OF PALOMA CREEK BLVD AND US-380

DENTON COUNTY PID: 38200
A0662A M. JONES, TR 19. 4 ACRES
OLD DCAD TR #13
LITTLE ELM, TX 75068

BOHLER
2600 NETWORK BLVD, STE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

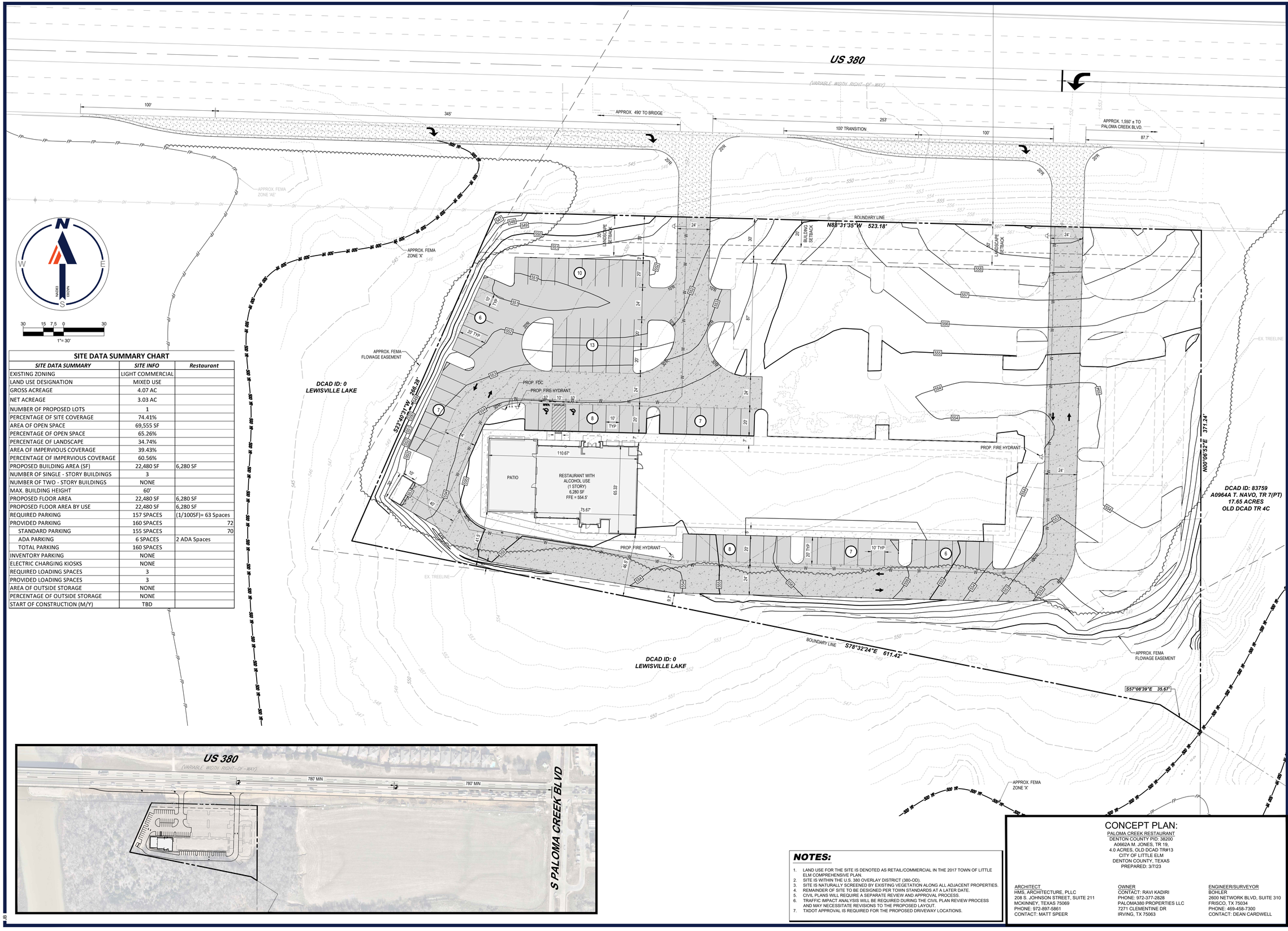
SHEET TITLE:

COVER SHEET

SHEET NUMBER:

C-101

Aug 08, 2023
H:\2022\TXA220012.00\ENGINEERING\DRAWINGS\CONCEPTS\PLAN SETS\TXA220012.00 - COVER.DWG — LAYOUT: C-101 COVER



SITE DATA SUMMARY CHART

SITE DATA SUMMARY	*SITE INFO*	*Restaurant*
EXISTING ZONING	LIGHT COMMERCIAL	
LAND USE DESIGNATION	MIXED USE	
GROSS ACREAGE	4.07 AC	
NET ACREAGE	3.03 AC	
NUMBER OF PROPOSED LOTS	1	
PERCENTAGE OF SITE COVERAGE	74.41%	
AREA OF OPEN SPACE	69,555 SF	
PERCENTAGE OF OPEN SPACE	65.26%	
PERCENTAGE OF LANDSCAPE	34.74%	
AREA OF IMPERVIOUS COVERAGE	39.43%	
PERCENTAGE OF IMPERVIOUS COVERAGE	60.56%	
PROPOSED BUILDING AREA (SF)	22,480 SF	6,280 SF
NUMBER OF SINGLE - STORY BUILDINGS	3	
NUMBER OF TWO - STORY BUILDINGS	NONE	
MAX. BUILDING HEIGHT	60'	
PROPOSED FLOOR AREA	22,480 SF	6,280 SF
PROPOSED FLOOR AREA BY USE	22,480 SF	6,280 SF
REQUIRED PARKING	157 SPACES	(1/100SF)= 63 Spaces
PROVIDED PARKING	160 SPACES	72
STANDARD PARKING	155 SPACES	70
ADA PARKING	6 SPACES	2 ADA Spaces
TOTAL PARKING	160 SPACES	
INVENTORY PARKING	NONE	
ELECTRIC CHARGING KIOSKS	NONE	
REQUIRED LOADING SPACES	3	
PROVIDED LOADING SPACES	3	
AREA OF OUTSIDE STORAGE	NONE	
PERCENTAGE OF OUTSIDE STORAGE	NONE	
START OF CONSTRUCTION (M/Y)	TBD	

NOTES:

1. LAND USE FOR THE SITE IS DENOTED AS RETAIL/COMMERCIAL IN THE 2017 TOWN OF LITTLE ELM COMPREHENSIVE PLAN.
2. SITE IS WITHIN THE U.S. 380 OVERLAY DISTRICT (380-OD).
3. SITE IS NATURALLY SCREENED BY EXISTING VEGETATION ALONG ALL ADJACENT PROPERTIES.
4. REMAINDER OF SITE TO BE DESIGNED PER TOWN STANDARDS AT A LATER DATE.
5. CIVIL PLANS WILL REQUIRE A SEPARATE REVIEW AND APPROVAL PROCESS.
6. TRAFFIC IMPACT ANALYSIS WILL BE REQUIRED DURING THE CIVIL PLAN REVIEW PROCESS AND MAY NECESSITATE REVISIONS TO THE PROPOSED LAYOUT.
7. TXDOT APPROVAL IS REQUIRED FOR THE PROPOSED DRIVEWAY LOCATIONS.

CONCEPT PLAN:

PALOMA CREEK RESTAURANT
DENTON COUNTY PID: 38200
A0662A M. JONES, TR 19,
4.0 ACRES, OLD DCAD TR#13
CITY OF LITTLE ELM
DENTON COUNTY, TEXAS
PREPARED: 3/7/23

ARCHITECT
HMS, ARCHITECTURE, PLLC
208 S. JOHNSON STREET, SUITE 211
MCKINNEY, TEXAS 75069
PHONE: 972-897-5861
CONTACT: MATT SPEER

OWNER
CONTACT: RAVI KADIRI
PHONE: 972-377-2828
PALOMA380 PROPERTIES LLC
7271 CLEMENTINE DR
IRVING, TX 75063

ENGINEER/SURVEYOR
BOHLER
2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
PHONE: 469-458-7300
CONTACT: DEAN CARDWELL

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
STRUCTURAL ENGINEERING
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

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PALOMA CREEK RESTAURANT

FOR

KADIRI LLC

APPROX. 1,400 LF WEST OF PALOMA CREEK BLVD AND US-380

DENTON COUNTY PID: 38200
A0662A M. JONES, TR 19. 4 ACRES
OLD DCAD TR #13
LITTLE ELM, TX 75068

BOHLER
2600 NETWORK BLVD, STE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

SHEET TITLE:

CONCEPT PLAN

SHEET NUMBER:

C-102

Aug 08, 2023
H:\2022\TXA220012.00\00\ENGINEERING\DRAWINGS\CONCEPT\PLAN SET\TXA220012.00 - CAB-----LAYOUT CONCEPT PLAN
JB

US HWY 380

ACCENT PAVING: RANDOM ASHLAR CUT SLATE FIELD W/ 24" WIDE BAND

11 FT. LANDSCAPE BUFFER

45 FT. BUILDING SETBACK

TREE GRATE (3) PLACES

ACCENT PAVING: RANDOM ASHLAR CUT SLATE FIELD W/ 24" WIDE BAND

RESTAURANT WITH ALCOHOL USE
(1 STORY)
6,280 SF
FFE = 554.5'

DUMPSTER ENCLOSURE REF. ARCH. DWG.

LANDSCAPE BUFFER VARIES 2.5 FT. TO 50 FT.

NOTE:
NO EXISTING TREE TO MITIGATE ON THIS SITE.

0' 10' 20' 40'
SCALE: 1"=20'-0"
North

CITY SUBMITTAL
LANDSCAPE PLAN

PROJECT NAME 380 RETAIL DEVELOPMENT
PROJECT NUMBER 21-021
REVISIONS
CITY COMMENTS 6/15/23
CITY COMMENTS 8/07/23

380 RETAIL DEVELOPMENT

U. S. HWY 380
LITTLE ELM, TEXAS

REGISTERED LANDSCAPE ARCHITECT
RICKY D. PETTY
7426
STATE OF TEXAS

4/14/23

PROJECT NAME
380 RETAIL DEVELOPMENT
U. S. HWY 380
LITTLE ELM, TEXAS

RICKY D. PETTY
LANDSCAPE ARCHITECT
7720 ALTO CARO DRIVE
DALLAS, TEXAS 75248
PHONE: (214) 543-5265
e-mail: ricky@rdpetty.com

TITLE	*LANDSCAPE*
DATE	*APRIL 14, 2023*
SCALE	*1" = 20'-0"*
SHEET	*L-1*

PLANT SCHEDULE

ABB	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	NOTES
Shade Trees					
BC	Taxodium distichum	Bald Cypress	13 EA.	#100, 4" cal. Min., 12' Ht. Min., 6' Spread Min.	Container., Single trunk, Well branched with Central Leader, 6' branching height
BO	Quercus macrocarpa	Bur Oak	2 EA.	#100, 4" cal. Min., 12' Ht. Min., 6' Spread Min.	Container., Single trunk, Well branched with Central Leader, 6' branching height
CE	Ulmus crassifolia	Cedar Elm	12 EA.	#100, 4" cal. Min., 12' Ht. Min., 6' Spread Min.	Container., Single trunk, Well branched with Central Leader, 6' branching height
LO	Quercus virginiana	Live Oak	8 EA.	#100, 4" cal. Min., 12' Ht. Min., 6' Spread Min.	Container., Single trunk, Well branched with Central Leader, 6' branching height
RO	Quercus shumardii	Shumard's Red Oak	5 EA.	#100, 4" cal. Min., 12' Ht. Min., 6' Spread Min.	Container., Single trunk, Well branched with Central Leader, 6' branching height
Ornamental Trees					
CM	Lagerstroemia indica 'Natchez'	Crapemyrtle - Natchez White	1 EA.	#60, 10' Ht. min, 5' Spread min.	Container, Multi-trunk, 3 to 5 1" cal. Cane min., 4' branching height
MP	Prunus mexicana	Mexican Plum	1 EA.	#60, 10' Ht. min, 5' Spread min.	Container, Single trunk, Well Branched with Central Leader, 4' branching height
RB	Cercis canadensis 'Forest Pansy	Redbud 'Forest Pansy'	4 EA.	#60, 10' Ht. min, 5' Spread min.	Container, Single trunk, Well Branched with Central Leader, 4' branching height
RBV	Viburnum rufidulum	Rusty Blackhaw Viburnum	1 EA.	#45, 10' Ht. min, 5' Spread min.	Container, Single trunk, Well Branched with Central Leader, 4' branching height
TY	Ilex vomitoria	Yaupon Holly Tree Form	6 EA.	#60, 10' Ht. min, 5' Spread min.	Container, Multi-trunk, 3 to 5 1" cal. Cane min., 4' branching height, Berried
VT	Vitex agnus-castus	Chaste Tree	5 EA.	#60, 10' Ht. min, 5' Spread min.	Container, Multi-trunk, 3 to 5 1" cal. Cane min., 4' branching height
Shrubs					
AEG	Abelia × grandiflora 'Edward Goucher'	Abelia - Edward Goucher	68 EA.	#5, 18" min. Ht., 15" min. spread	Container, Well branched full to ground, Plant 36" O.C.
ALL	Abelia × grandiflora 'Lemon-Lime'	Abelia - Lemon-Lime	9 EA.	#5, 18" min. Ht., 15" min. spread	Container, Well branched full to ground, Plant 36" O.C.
CL	Ternestromia gymnanthera	Cleyera	2 EA.	#5, 36" min. Ht., 24" min. Spread	Container, Well branched full to ground, Speciman
CN	Nandina domestica 'Compacta'	Compact Nandina	4 EA.	#5, 24" min. Ht., 18" min. Spread	Container, Well branched full to ground, Plant 36" O.C.
DBH	Ilex cornuata 'Burfordii Nana'	Dwarf Burford Holly	4 EA.	#5, 24" min. Ht., 18" min. spread	Container, Well branched full to ground, Plant 36" O.C.
DYH	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	8 EA.	#3, 12" min Ht., 12" min. spread	Container, Well branched full to ground, Plant 24" O.C.
KB	Buxus macrophylla 'Korean'	Boxwood - Korean	5 EA.	#5, 24" min. Ht., 18" min. Spread	Container, Well branched full to ground, Plant 30" O.C.
NPH	Ilex cornuta 'Needlepoint'	Needlepoint Holly	73 EA.	#7, 36" min. Ht., 24" min. spread	Container, Well branched full to ground, Plant 36" O.C.
NRS	Ilex x 'Nellie R. Stevens'	Nellie R. Stevens Holly	13 EA.	#15, 48" min. Ht., 30" min. spread	Container, Well branched full to ground, Plant 60" O.C.
RY	Hesperaloe parviflora	Red Yucca	32 EA.	#5, 36" min. Ht., 24" min. spread	Container, Well branched full to ground, Plant 60" O.C.
SLY	Yucca recurvifolia	Softleaf Yucca	24 EA.	#5, 36" min. Ht., 24" min. spread	Container, Well branched full to ground, Plant 60" O.C.
Ornamental Grasses					
CX	Carex texensis	Texas Sedge	165 EA.	#1	Container, Full, Plant 24" O.C.
LB	Pennisetum alopecuroides 'Little Bunny'	Little Bunny Dwarf Fountain Grass	13 EA.	#1	Container, Full, Plant 30" O.C.
MG-A	Miscanthus sinensis 'Adagio'	Adagio Maiden Grass	2 EA.	#5	Container, Full
Perennials					
AS	Salvia greggii	Autumn Sage	2 EA.	#1	Container, Full
MBS	Salvia farnacia	Mealy Blue Salvia	42 EA.	#1	Container, Full
Groundcover					
LM	Liriope muscari	Big Blue Lily Turf	60 EA.	#1	Container, Full, Plant 12" o.c.
Lawn Grasses					
BG	Cynodon dactylon	Bermuda Grass	19,775 Sq. Ft.	Solid Sod	Staggered tight joints, sand filled and rolled
Miscellaneous					
DG	Decomposed Granite		1,200 Sq. Ft.	4" deep	Install per detail
SE	Steel Edging		886 Ln. Ft.	1/8" x 4"	Install per detail with metal stakes. Color: Green
	Tree Grate	Neenah #8704-A	3 EA.	4 Ft. x 4 Ft.	Color: Black Install per Manfacturer's Specifications

Landscape Requirements

ITEM	REQUIRED	PROVIDED
Interior Area		
10% of Vehicular Use Area (48,910 Sq. Ft.)	4,891 Sq. Ft.	18,890 Sq. Ft.
One Canopy Tree per 400 Sq. Ft. of Required Area	13 Ea.	13 Ea.
Terminus Island with One Canopy Tree	Yes	Yes
Minimum Size 9 Ft. x 18 Ft.	Yes	Yes
12 Parking Spaces Max. Apart	Yes	Yes
Ornamental Tree Along Major Access	No	No
Enhanced Pavement at Access and Crosswalks	Yes	Yes
Perimeter Landscape		
Parking Lot Screening	Yes	Yes
Landscape Buffer Along Street	20 Ft.	30 Ft.
One Canopy Tree per 30 Ln. Ft. (147 Ln. Ft.)	5 Ea.	5 Ea.
One Ornamental Tree per 5 Canopy Trees	1 Ea.	6 Ea.
Adjacent Property Buffer	10 Ft.	Varies 10 Ft. to 40 Ft.
One Canopy Tree per 50 Ln. Ft.		
West Property Line (266.28 Ln. Ft.)	6 Ea.	6 Ea.
South Property Line (485 Ln. Ft.)	10 Ea.	10 Ea.
One Ornamental Tree per 5 Canopy Trees		
West Property Line	2 Ea.	3 Ea.
South Property Line	2 Ea.	3 Ea.

Landscape Points

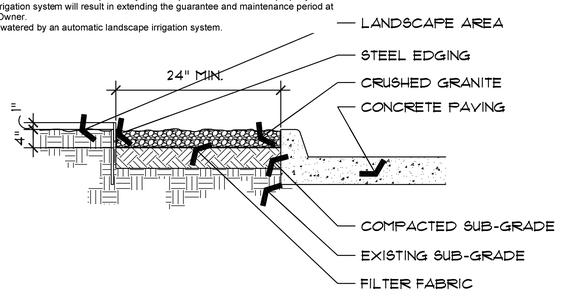
ITEM	POINTS	DESCRIPTION
Required Points	25	
Enhanced Hardscape	5	Stamped Concrete at parking entrance and building entrance
Enhanced Landscape	5	Landscape planting in all parking lot islands
Enhanced Buffer	5	Landscape buffer 5' more than what is required adjacent to street frontage and perimeter
Foundation Planting	5	Foundation shrub planting along front façade
Landscape Buffer Berm along Frontage	5	4 Ft. high berm between street and parking lot

LANDSCAPE NOTES:

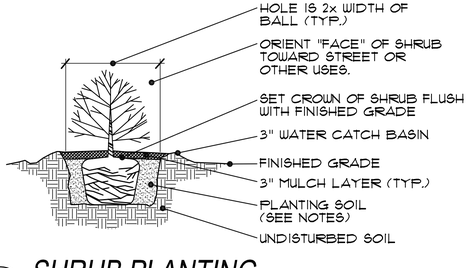
1. Plant material shall be measured and sized according to the latest edition of the Texas Association of Nursery (TAN) Standards.
2. Topsoil shall be a minimum of 8 inches in depth in planting areas. Soil shall be free of stones, roots, clods and any foreign material that is not beneficial for plant growth.
3. All plant beds shall be top-dressed with a minimum of 3 inches of hardwood or other mulch.
4. Trees shall be planted at least 4 feet from any utility line, curb, walk, and fire connection and outside all utility easements.
5. Tree overhanging walks and parking shall have a minimum clear trunk height of 7 feet. Trees overhanging public street pavement drive aisles and fire lanes shall have a minimum clear trunk height of 14 feet.
6. A visibility triangle must be provided at all intersections. Shrubs are not to exceed 30 inches in height. Trees shall have a minimum clear trunk height of 8 feet.
7. Trees planted on a slope shall have the soil stain at the average grade of slope.
8. No shrubs shall be permitted within areas less than 3 feet in width. All beds less than 3 feet in width shall be grass, groundcover, or some type of fixed paving.
9. The owner, tenant, and/or their agents, if any, shall be jointly and severally responsible for the maintenance, establishment and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering and other activities necessary for the maintenance of landscaped areas.
10. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days unless otherwise approved in writing by The Town of Little Elm.
11. Landscape and open areas shall be kept free of trash, litter and weeds.
12. An automatic irrigation system with Rain/Freeze Sensor shall be provided to irrigate all landscape areas. Overspray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system.
13. No plant material shall be allowed to encroach on right-of-ways, sidewalks, or easements to the extent that the vision or route of travel for vehicular, pedestrian, or bicycle traffic is impeded.
14. No tree or shrub shall be pruned in a manner which significantly disfigures the tree or which would reasonably lead to dearth of a tree.
15. No planting areas shall exceed 3:1 slope, 3' horizontal to 1' vertical.
16. All walkways shall meet A.D.A. and T.A.S. requirements.

PLANTING NOTES:

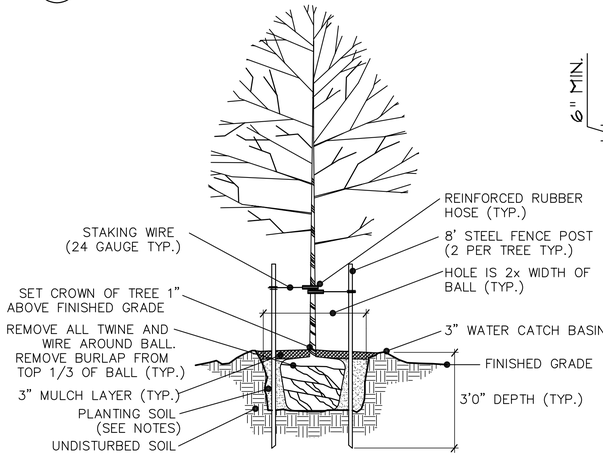
1. Submit a construction schedule of work to be approved by Landscape Architect and Owner. Failure to submit schedule may result in Landscape Architect stopping construction until submitted. No extensions of time will be considered for failure to prcmptly submit schedule.
2. Notify Landscape Architect 48 hours in advance of commencement of work to coordinate project inspection schedules.
3. Locate existing underground utilities and obstructions prior to commencing work. Repair damage to utilities resulting from the installation of the work at no additional cost to Owner.
4. Notify Landscape Architect immediately upon encountering any unknown obstructions, grade differences or conditions not indicated on drawings. Make necessary revisions as required to conform to plans and specifications due to failure to give such notification.
5. Coordinate with other trades and subcontractors as required to accomplish the planting operation.
6. Plant material shall be tagged or approved at site by Landscape Architect prior to installation. Install plant material free of pest and diseases. Guarantee plant material for a period of 365 calendar days from date of issuance of final acceptance by Landscape Architect.
7. Layout proposed planting beds and receive Landscape Architect's approval prior to installation. Notify Landscape Architect of layout conflicts. Failure to notify Landscape Architect will result in Contractor's liability to relocate materials at no additional expense to Owner.
8. Excavate bed areas to a depth of 4 inches, backfill with 4 inches of Acid Gro Complete mix as manufacture by Soil Building Systems and rototill to a depth of 12 inches producing a homogeneous mixture.
9. Final locations of plant material shall be subject to approval by Landscape Architect. Install groundcover 12 inches from the edge of shrubs and tree root balls and 4 inches from edge of paving, walls and other structures.
10. Backfill tree and shrub pits with one part compost as manufactured by Soil Building Systems and two parts existing soil.
11. Stake tree locations and acquire written approval from Landscape Architect prior to installation of irrigation system. Do not locate tree(s) within 10 feet of any irrigation rotary spray head. Install tree(s) in areas covered by irrigation system. Provide supplemental watering as required until final acceptance by Landscape Architect. Locate tree(s) 4 feet minimum from walls, headers, property lines and other trees within project. Notify Landscape Architect of location conflicts for resolution. Failure to notify Landscape Architect will result in Contractor's liability to relocate trees at no additional expense to Owner.
12. Stake tree(s) immediately upon installation and within same day as planted.
13. Mulch planting beds and tree pits with shredded hardwood mulch.
14. Provide full service maintenance of landscape within project scope for a period of four (4) months, 120 calendar days, from date of issuance o' final acceptance by Landscape Architect. Failure to properly maintain landscape and irrigation system will result in extending the guarantee and maintenance period at no additional expense to Owner.
15. All landscape areas to be watered by an automatic landscape irrigation system.



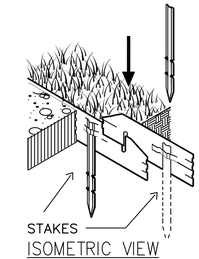
4 DECOMPOSED GRANITE
SCALE: NONE



5 SHRUB PLANTING
SCALE: NONE



3 TREE PLANTING
SCALE: NONE



ISOMETRIC VIEW

NTS

SIZE:

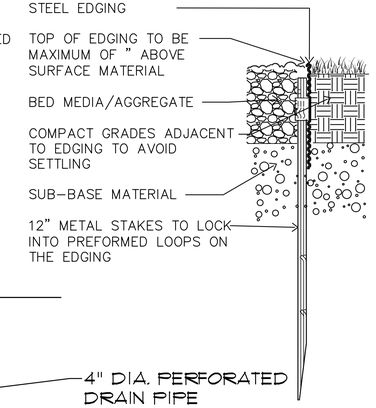
1/8" X 4" THICK

FINISH LEGEND:

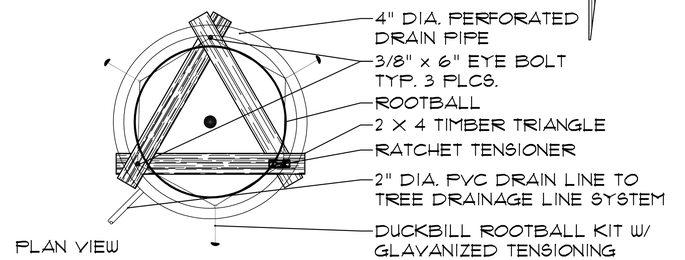
(GR) GREEN–ELECTROSTATICALLY APPLIED BAKED ON PAINT, MEETS AAMA 2603

NOTES:

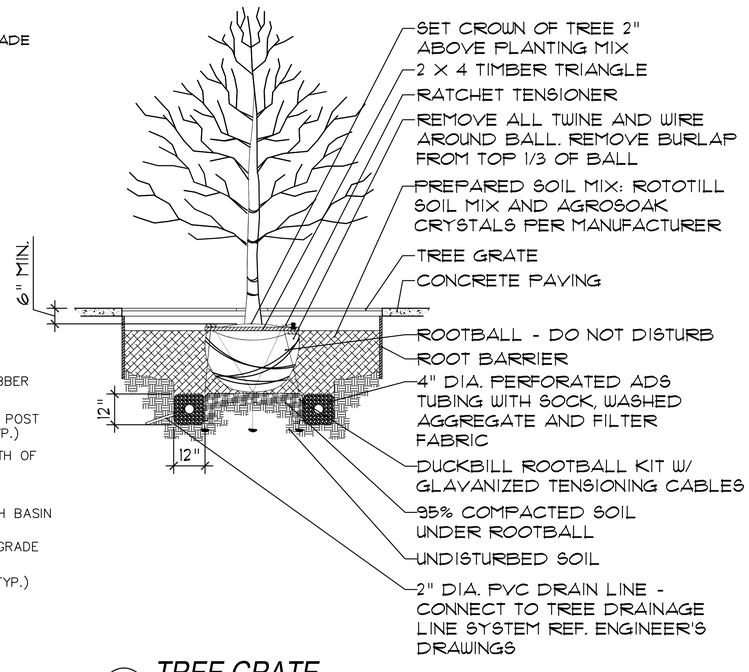
1. INSTALL PER MANUFACTURER'S INSTALLATION GUIDELINES
2. 8'–0" SECTIONS TO INCLUDE (3) 12" METAL STAKES.
3. 16'–0" SECTIONS TO INCLUDE (5) 12" METAL STAKES.
4. CORNERS – CUT BASE EDGING UP HALFWAY AND FORM A CONTINUOUS CORNER.



2 STEEL EDGING
SCALE: NONE



PLAN VIEW



1 TREE GRATE
SCALE: NONE

PROJECT NAME 380 RETAIL DEVELOPMENT
PROJECT NUMBER 21-021
REVISIONS
CITY COMMENTS 6/15/23
CITY COMMENTS 8/07/23

380 RETAIL DEVELOPMENT

U. S. HWY 380

LITTLE ELM, TEXAS

REGISTERED LANDSCAPE ARCHITECT RICKY D. PETTY 1426 STATE OF TEXAS

4/14/23

PROJECT NAME
380 RETAIL DEVELOPMENT
U. S. HWY 380
LITTLE ELM, TEXAS

RICKY D. PETTY
LANDSCAPE ARCHITECT
7720 ALTO CARO DRIVE
DALLAS, TEXAS 75248
PHONE: (214) 543-5265
e-mail: ricky@rdpetty.com

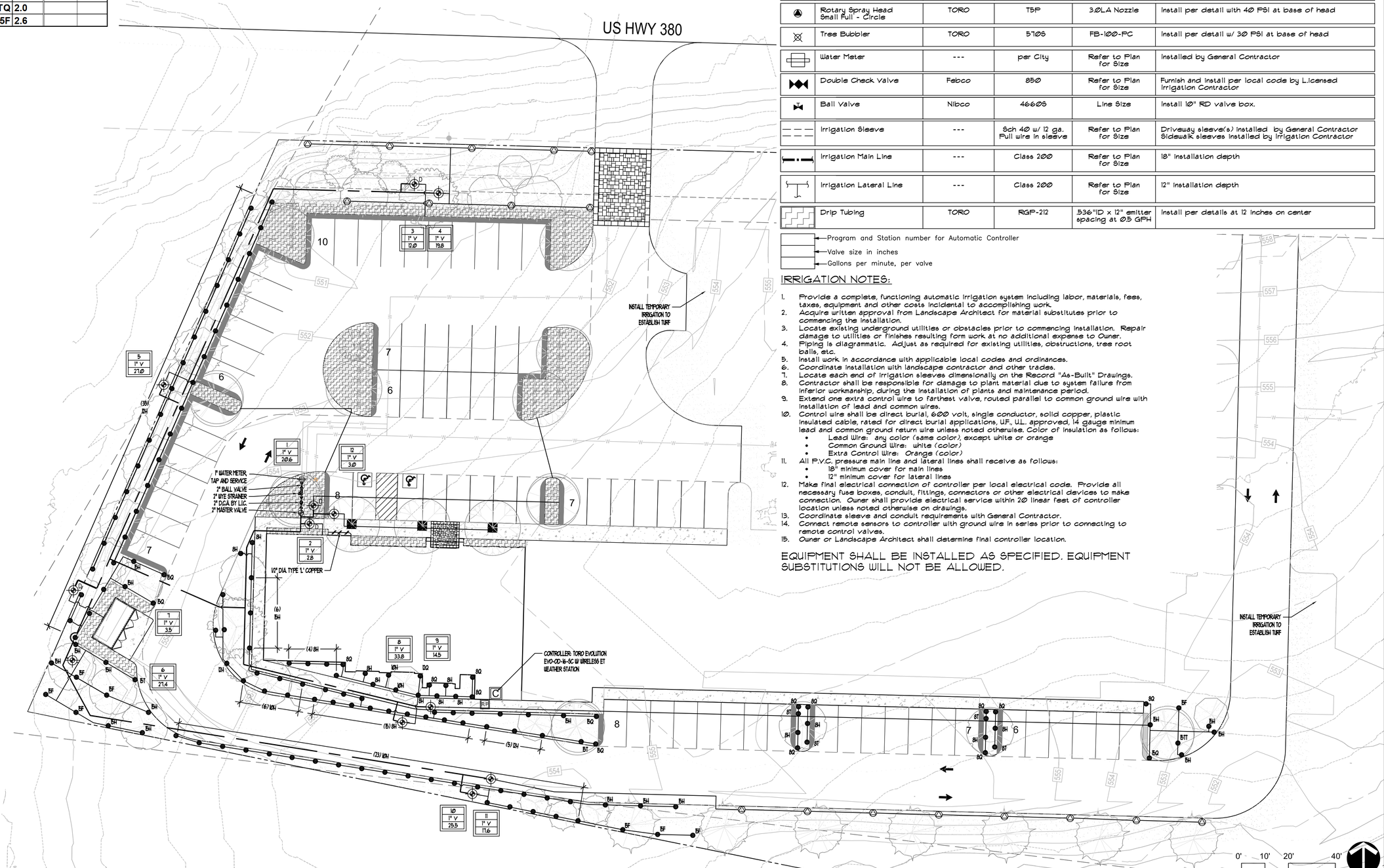
TITLE LANDSCAPE
DATE APRIL 14, 2023
SCALE NONE
SHEET L-2

TORO PRECISION					
NO.	GPM	NO.	GPM	NO.	GPM
5A	0.05	8A	0.15	10A	0.2
5Q	0.08	8Q	0.2	10Q	0.3
5T	0.12	8T	0.3	10T	0.4
5H	0.15	8H	0.4	10H	0.6
5TT	0.2	8TT	0.5	10TT	0.8
5TQ	0.25	8TQ	0.6	10TQ	0.9
5F	0.3	8F	0.8	10F	1.2
12A	0.3	15A	0.4	4EST	0.4
12Q	0.4	15Q	0.6	4CST	0.8
12T	0.6	15T	0.9		
12H	0.9	15H	1.3		
12TT	1.1	15TT	1.7		
12TQ	1.3	15TQ	2.0		
12F	1.7	15F	2.6		

Pipe	
SIZE	GPM
3/4"	0 - 9.9
1"	10.0 - 14.9
1 1/4"	15.0 - 24.9
1 1/2"	25.0 - 34.9
2"	35.0 - 59.9
2 1/2"	60.0 - 74.9
3"	75.0 - 119.9
4"	120.0-199.9

HYDRAULIC CALCULATIONS

ITEM	SIZE	PSI	NOTES
Maximum GPM Estimated - 300 GPM			Fitting Loss Accounted By Adding 10% To Flow Shown in Manuf. Nozzle Chart.
Service	1"	6.10	TYPE "K" COPPER 30 LN. FT.
Water Meter	1"	5.30	
Ball Valve	1"	0.20	
Wye Strainer	1"	0.20	
Backflow Preventer	1"	6.00	
Master Valve	1"	4.10	
Main Line	2"	1.80	300 LN. FT.
Station Valve	1"	4.10	
Zone		5.00	
Head		30.00	
Total Loss		63.40	Design Pressure
Assumed Static Pressure		65.00	
Pressure Differential		1.60	Residual Pressure



IRRIGATION LEGEND and SCHEDULE

SYM	DESCRIPTION	MANUFACTURER	MODEL	SIZE / NOZZLE	NOTES
C	Automatic Controller	TORO	Evolution Series	Refer to Plan for Size	Wall mount with Wireless ET Weather Station
	Master Valve (w/ Pressure Regulator)	TORO	P-220 W/ EZReg	Refer to Plan for Size	Install per detail in 12"x17" rectangular valve box w/ bolt down lid. Rout and paint valve number on lid.
	Remote Control Valve (w/ Pressure Regulator)	TORO	P-220 W/ EZReg	Refer to Plan for Size	Install per detail in 12"x17" rectangular valve box w/ bolt down lid. Rout and paint valve number on lid.
D	Drip Zone Valve Kit (w/ Pressure Regulator)	TORO	DZK-700	Refer to Plan for Size	Install per detail in 12"x17" rectangular valve box w/ bolt down lid. Rout and paint valve number on lid.
	Lawn Spray Head	TORO	570Z-4P-PRX W/ TORO Precision Series Nozzles	15Q, 15H OR 15F Nozzle U.N.O.	Install per detail w/ 30 PSI at base of head
	Rotary Spray Head Small Part - Circle	TORO	T5P	2.0LA Nozzle	Install per detail with 40 PSI at base of head
	Rotary Spray Head Small Full - Circle	TORO	T5P	3.0LA Nozzle	Install per detail with 40 PSI at base of head
	Tree Bubbler	TORO	5705	FB-100-PC	Install per detail w/ 30 PSI at base of head
	Water Meter	---	per City	Refer to Plan for Size	Installed by General Contractor
	Double Check Valve	Febco	850	Refer to Plan for Size	Furnish and install per local code by Licensed Irrigation Contractor
	Ball Valve	Nibco	4660S	Line Size	Install 10" RD valve box.
	Irrigation Sleeve	---	Sch 40 w/ 12 ga. Pull wire in sleeve	Refer to Plan for Size	Driveway sleeve(s) installed by General Contractor Sidewalk sleeves installed by Irrigation Contractor
	Irrigation Main Line	---	Class 200	Refer to Plan for Size	18" installation depth
	Irrigation Lateral Line	---	Class 200	Refer to Plan for Size	12" installation depth
	Drip Tubing	TORO	RGP-212	536"ID x 12" emitter spacing at 0.5 GPH	Install per details at 12 inches on center

Program and Station number for Automatic Controller
Valve size in inches
Gallons per minute, per valve

IRRIGATION NOTES:

1. Provide a complete, functioning automatic irrigation system including labor, materials, fees, taxes, equipment and other costs incidental to accomplishing work.
2. Acquire written approval from Landscape Architect for material substitutes prior to commencing the installation.
3. Locate existing underground utilities or obstacles prior to commencing installation. Repair damage to utilities or finishes resulting form work at no additional expense to Owner.
4. Piping is diagrammatic. Adjust as required for existing utilities, obstructions, tree root balls, etc.
5. Install work in accordance with applicable local codes and ordinances.
6. Coordinate installation with landscape contractor and other trades.
7. Locate each end of irrigation sleeves dimensionally on the Record "As-Built" Drawings.
8. Contractor shall be responsible for damage to plant material due to system failure from inferior workmanship, during the installation of plants and maintenance period.
9. Extend one extra control wire to farthest valve, routed parallel to common ground wire with installation of lead and common wires.
10. Control wire shall be direct burial, 600 volt, single conductor, solid copper, plastic insulated cable, rated for direct burial applications, U.F., U.L. approved, 14 gauge minimum lead and common ground return wire unless noted otherwise. Color of insulation as follows:
    - Lead Wire: any color (same color), except white or orange
    - Common Ground Wire: white (color)
    - Extra Control Wire: Orange (color)
11. All P.V.C. pressure main line and lateral lines shall receive as follows:
    - 18" minimum cover for main lines
    - 12" minimum cover for lateral lines
12. Make final electrical connection of controller per local electrical code. Provide all necessary fuse boxes, conduit, fittings, connectors or other electrical devices to make connection. Owner shall provide electrical service within 20 linear feet of controller location unless noted otherwise on drawings.
13. Coordinate sleeve and conduit requirements with General Contractor.
14. Connect remote sensors to controller with ground wire in series prior to connecting to remote control valves.
15. Owner or Landscape Architect shall determine final controller location.

EQUIPMENT SHALL BE INSTALLED AS SPECIFIED. EQUIPMENT SUBSTITUTIONS WILL NOT BE ALLOWED.

0' 10' 20' 40'
SCALE: 1"=20'-0"
North

IRRIGATION PLAN

PROJECT NAME
380 RETAIL DEVELOPMENT
PROJECT NUMBER 21-021
REVISIONS
CITY COMMENTS 6/15/23
CITY COMMENTS 8/07/23

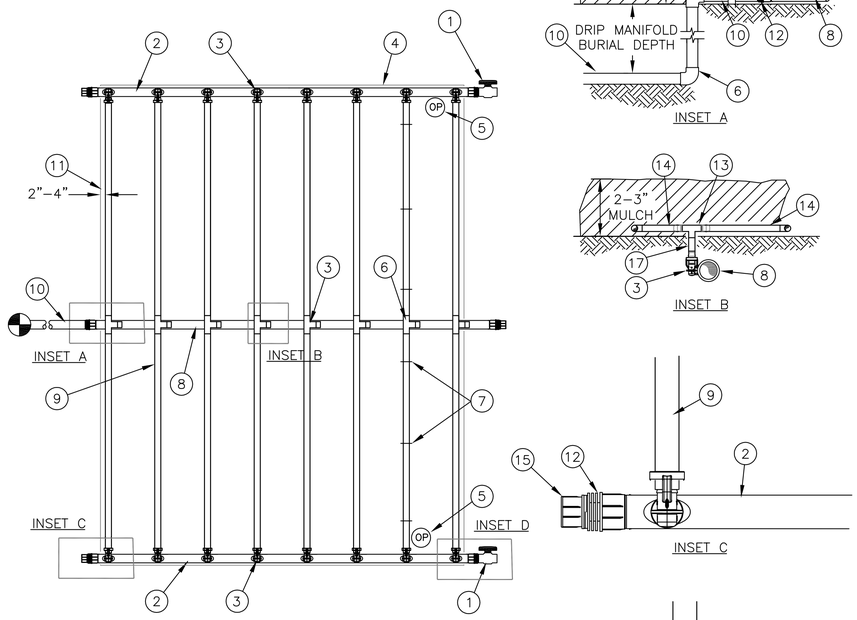
380 RETAIL DEVELOPMENT
U. S. HWY 380
LITTLE ELM, TEXAS

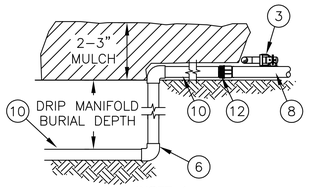
STATE OF TEXAS
RICKY D. PETTY
4265
LICENSED LANDSCAPE ARCHITECT
4/14/23

PROJECT NAME
380 RETAIL DEVELOPMENT
U. S. HWY 380
LITTLE ELM, TEXAS

RICKY D. PETTY
LANDSCAPE ARCHITECT
7720 ALTO CARO DRIVE
DALLAS, TEXAS 75248
PHONE: (214) 543-5265
e-mail: ricky@rdpetty.com

TITLE IRRIGATION
DATE APRIL 14, 2023
SCALE 1" = 20'-0"
SHEET L-3

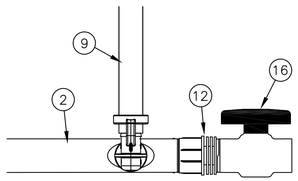




INSET A

INSET B

INSET C



INSET D

NOTES:
1. FOR ALL QF HEADER CONNECTIONS INSTALL TLF SERIES TWIST LOCK FITTINGS
2. DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION. SEE INSTALLATION SPECIFICATIONS ON HUNTER WEB SITE (WWW.HUNTERINDUSTRIES.COM) FOR SUGGESTED SPACING.
3. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM SPACING SHOWN IN THE ACCOMPANYING TABLE.

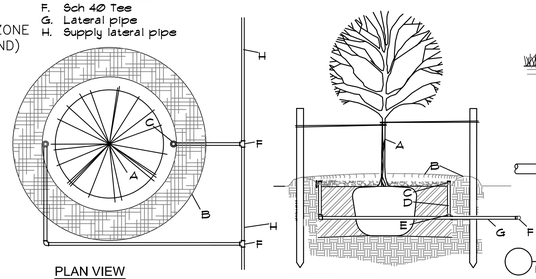
DL2000 SUB-SURFACE DRIPLINE
NOT TO SCALE

1. FLUSH POINT (TYPICAL) SEE TORO DETAIL "T-FCH-H"
2. QF EXHAUST HEADER
3. PRE-INSTALLED BARB FITTING
4. PERIMETER OF AREA
5. OPERATION INDICATOR RAINBIRD OPERIND
6. PVC SCH 40 ELL (TYPICAL)
7. TIE-DOWN STAKES REFER TO TORO DRIPLINE DESIGN GUIDE FOR PROPER SPACING
8. QF SUPPLY HEADER
9. SUB-SURFACE/ON-SURFACE DRIPLINE: TORO DL2000 DRIPLINE (TYPICAL) NON-POTABLE: TORO DL2000-E
10. PVC SUPPLY PIPE FROM TORO DRIP ZONE ZONE KIT (SIZED TO MEET LATERAL FLOW DEMAND)
11. PERIMETER DRIPLINE PIPE TO BE INSTALLED 2"–4" FROM PERIMETER OF AREA
12. TWIST LOCK FITTING : TLF-MPT
13. BARB X BARB INSERT TEE: TTL-T (TYPICAL)
14. TORO DL2000 SERIES DRIPLINE (TYPICAL)
15. TWIST LOCK CAP
16. PVC SCH 40 BALL VALVE
17. TORO HDL BLANK TUBING

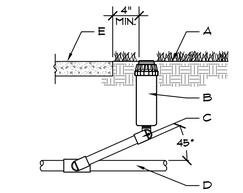
DL2000 Dripline Maximum Lateral Lengths (Feet)				
Inlet Pressure psi	12" Spacing		18" Spacing	
	Nominal Flow (gph)		Nominal Flow (gph)	
	0.5	1.0	0.5	1.0
20	360	160	475	395
30	400	260	565	375
40	460	400	650	430

GENERAL NOTES:
1. Keep all laterals and heads away from the root ball, and inside of the tree ring.
2. Install top of head flush with root flare.

CONSTRUCTION NOTES:
A. Tree
B. Tree ring
C. Bubbler Nozzle
D. Sch 80 Riser (Length as required)
E. Sch 40 5xT 90
F. Sch 40 Tee
G. Lateral pipe
H. Supply lateral pipe



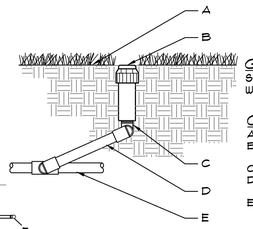
ISOLATED TREE PLANTING
NOT TO SCALE



GENERAL NOTES:
1. SET TOP OF HEAD FLUSH WITH FINISH GRADE
2. FLUSH PIPING PRIOR TO INSTALLING NOZZLE
3. SET HEAD OFFSET OF LATERAL AND MAINLINE PIPING

CONSTRUCTION NOTES:
A. FINISH GRADE
B. ROTARY SPRAY HEAD
C. 3/4" LASCO UNITIZED O-RING SWING JOINT ASSEMBLY
D. LATERAL PIPING
E. PAVING

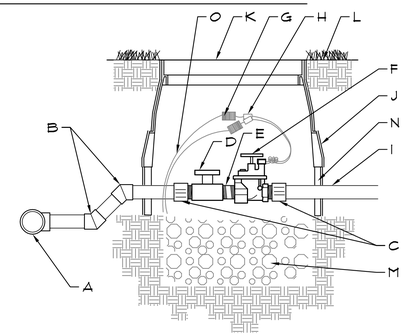
ROTARY SPRAY HEAD
NOT TO SCALE



GENERAL NOTES:
SET TOP OF HEAD FLUSH WITH FINISH GRADE.

CONSTRUCTION NOTES:
A. FINISH GRADE
B. SPRINKLER HEAD (SEE PLAN)
C. SCH. 40 NIPPLE
D. TORO SUPER FUNNY PIPE SWING JOINT SFFA-5125.
E. LATERAL PIPE.

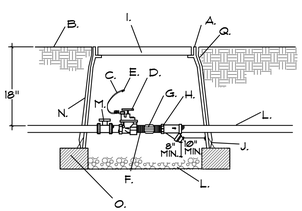
LAWN SPRAY HEAD
NOT TO SCALE



GENERAL NOTES:
1. INSTALL PEA GRAVEL FLUSH WITH BOTTOM OF PIPE AND VALVE.
2. MAINLINE SHALL HAVE A MINIMUM OF 18" COVER AND LATERAL LINE SHALL HAVE A MINIMUM OF 12" COVER.
3. PROVIDE A 24" WIRE EXPANSION COIL AT EACH DRY SPLICE WIRE CONNECTION.
4. CENTER VALVE ASSEMBLY IN VALVE BOX.

CONSTRUCTION NOTES:
A. PVC SERVICE TEE
B. SCH 40 45° BEND
C. SCH 40 MALE ADAPTER
D. SCH 40 BALL VALVE
E. GRAY SCH 80 SHORT NIPPLE (TBE)
F. AUTOMATIC VALVE
G. WIRE COIL
H. WATERPROOF WIRE CONNECTORS
I. LATERAL PIPE
J. Ø ML BLACK PLASTIC
K. ARMOR 12" STANDARD VALVE BOX WITH COVER AND PENTAGON LOCK. ROUT AND PAINT VALVE NUMBER ON TOP OF LID. SET ¼" ABOVE FINISH GRADE.
L. FINISH GRADE
M. WASHED PEA GRAVEL - 6" DEPTH MIN
N. 6" VALVE BOX EXTENSIONS AS REQUIRED
O. VALVE WIRING

ELECTRIC VALVE
NOT TO SCALE

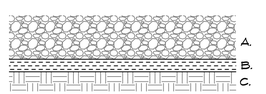


CONSTRUCTION NOTES:
A. 12" X 17" PLASTIC VALVE BOX WITH LOCKING LID.
B. FINISHED GRADE.
C. 24" WIRE LOOP.
D. AUTOMATIC VALVE, SEE IRRIGATION PART LIST .
E. WATER PROOF WIRE CONNECTOR.
F. SCH 80 NIPPLE.
G. PRESSURE REGULATOR.
H. WYE STRAINER. INSTALL TO PROVIDE ACCESS FOR MAINTENANCE AND REPLACEMENT OF FILTER.
I. LOCKING VALVE BOX COVER.
J. VALVE BOX EXTENSIONS IF NEEDED.
K. LATERAL LINE.
L. 4" LAYER OF 3/4" GRAVEL
M. TRUE UNION BALL VALVE.
N. 6MM BLACK POLYETHYLENE PLASTIC. TAPE TO ALL INLET AND OUTLET PIPE AND INSTALL FULL LENGTH OF VALVE BOX BOTTOM.
O. C.M.U. BLOCK

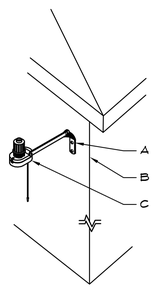
DRIP VALVE/FILTER ASSEMBLY
NOT TO SCALE

GENERAL NOTES:
CONTRACTOR SHALL PLACE DRIPLINE TO ASSURE ADEQUATE WATERING FOR PLANT GROWTH AND VIABILITY. DO NOT EXCEED DRIP LINE RUNS GREATER THAN 170 LN. FT.

CONSTRUCTION NOTES:
A. MULCH (REF. LANDSCAPE DRAWINGS)
B. DRIP LINE
C. BED PREP (REF. LANDSCAPE PLAN)



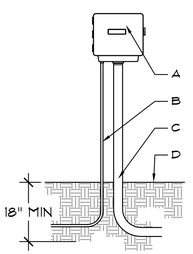
DRIP LINE / CRUSHER FINES
NOT TO SCALE



GENERAL NOTES:
1. LOCATE SENSOR ABOVE THE CONTROLLER AS APPROVED BY LANDSCAPE ARCHITECT
2. CONNECT SENSOR TO CONTROLLER PER MANUFACTURER'S SPECS.
3. MINIMUM 6' ABOVE GRADE

CONSTRUCTION NOTES:
A. ATTACH TO WALL PER MANUFACTURES SPECS
B. WALL
C. SENSOR - POSITION SO THERMOSTAT PORTION POINTS SOUTH

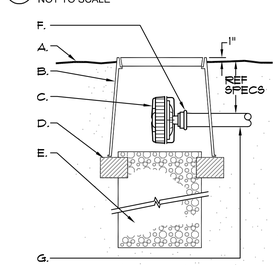
RAIN SENSOR
NOT TO SCALE



GENERAL NOTES:
1. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
2. INSTALL ELECTRICAL SERVICE PER LOCAL CODES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ELECTRICAL WORK RELATED TO IRRIGATION INSTALLATION.
4. ATTACH RAIN SENSOR WITH STAINLESS STEEL SCREWS 4'-0" MINIMUM ABOVE FINISH GRADE IN LOCATION APPROVED BY IRRIGATION CONSULTANT.
5. ATTACH TEMPERATURE SENSOR TO CONTROLLER WITH STAINLESS STEEL SCREWS IN LOCATION APPROVED BY IRRIGATION CONSULTANT.

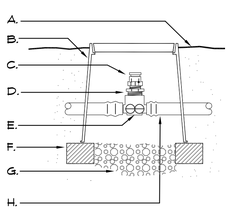
CONSTRUCTION NOTES:
A. WEATHERPROOF CONTROLLER, REFER TO PLAN FOR TYPE AND LOCATION. ATTACH TO WALL SECURELY WITH ANCHOR BOLTS.
B. ELECTRIC SERVICE 1/2" CONDUIT.
C. REMOTE ELECTRIC VALVE 2" CONDUIT.
D. FINISH GRADE

WALL MOUNTED CONTROLLER
NOT TO SCALE



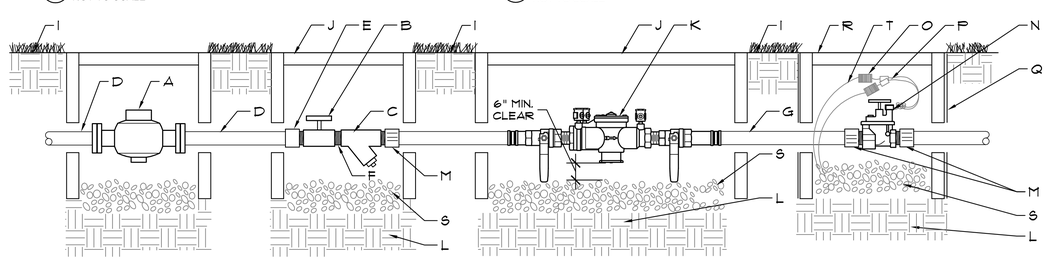
CONSTRUCTION NOTES:
A. FINISH GRADE
B. VALVE BOX
C. LINE FLUSHING VALVE
D. BRICK SUPPORTS (THREE)
E. WASHED AGGREGATE SUMP (1 CUBIC FOOT)
F. COMPRESSION RING
G. TECHLINE 17MM TUBING

TECHLINE LINE FLUSHING VALVE
NOT TO SCALE



CONSTRUCTION NOTES:
A. FINISH GRADE
B. 6" ROUND VALVE BOX
C. AIR / VACUUM RELIEF VALVE
D. 3/4"M X 1/2"F REDUCTION BUSHING
E. TECHLINE 180 2-WAY ADAPTER TEE
F. BRICK SUPPORTS (THREE)
G. WASHED AGGREGATE SUMP
H. TECHLINE TUBING

TECHLINE AIR/VACUUM RELIEF
NOT TO SCALE



GENERAL NOTES:
1. INSTALL WASHED PEA GRAVEL BELOW DCA TO ALLOW ACCESS TO TEST COCKS AND OPERATION OF BALL VALVES
2. INSTALL PEA GRAVEL FLUSH WITH ELECTRIC VALVE.
3. PROVIDE A 24" WIRE EXPANSION COIL AT EACH DRY SPLICE WIRE CONNECTION.
4. CENTER VALVE ASSEMBLY IN VALVE BOX.

CONSTRUCTION NOTES:
A. WATER METER (SIZE PER PLAN)
B. BALL VALVE (SIZE PER LINE)
C. WYE STRAINER (SIZE PER LINE)
D. TYPE "K" COPPER PIPE
E. COPPER 6xT COUPLING
F. TBE NIPPLE
G. PIPE PER CITY CODE
H. COUPLING
I. FINISH GRADE
J. JUMBO VALVE BOX. SET FLUSH WITH FINISH GRADE
K. DOUBLE CHECK VALVE ASSEMBLY
L. COMPACTED SUBGRADE
M. MALE ADAPTER
N. MASTER ELECTRIC VALVE
O. WIRE COIL
P. WATERPROOF WIRE CONNECTORS
Q. Ø ML BLACK PLASTIC
R. Ø" RD VALVE BOX. SET ¼" ABOVE FINISH GRADE.
S. WASHED PEA GRAVEL - 12" DEPTH MIN
T. VALVE WIRING

BACKFLOW PREVENTER CONNECTION
NOT TO SCALE

PROJECT 380 RETAIL DEVELOPMENT
PROJECT NUMBER 21-021
REVISIONS
CITY COMMENTS 6/15/23
CITY COMMENTS 8/07/23

380 RETAIL DEVELOPMENT
U. S. HWY 380
LITTLE ELM, TEXAS

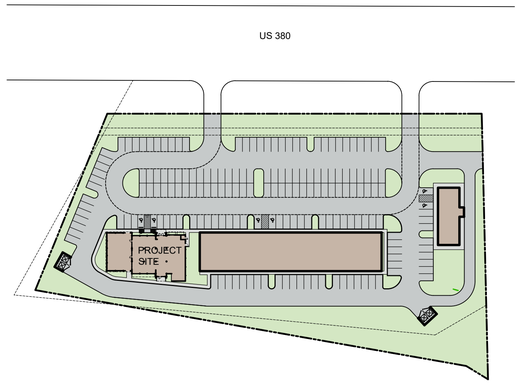
STATE OF TEXAS
RICKY D. PETTY
4265
LICENSED LANDSCAPE ARCHITECT
4/14/23

PROJECT NAME
380 RETAIL DEVELOPMENT
U. S. HWY 380
LITTLE ELM, TEXAS

RICKY D. PETTY
LANDSCAPE ARCHITECT
7720 ALTO CARO DRIVE
DALLAS, TEXAS 75248
PHONE: (214) 543-5265
e-mail: ricky@rdpetty.com

TITLE IRRIGATION
DATE APRIL 14, 2023
SCALE 1" = 20'-0"
SHEET L-4

H M S
ARCHITECTURE, PLLC
208 S. JOHNSON STREET, #316
McKINNEY, TEXAS 75069
(972) 897-5861
MATT@HMS-ARCH.COM



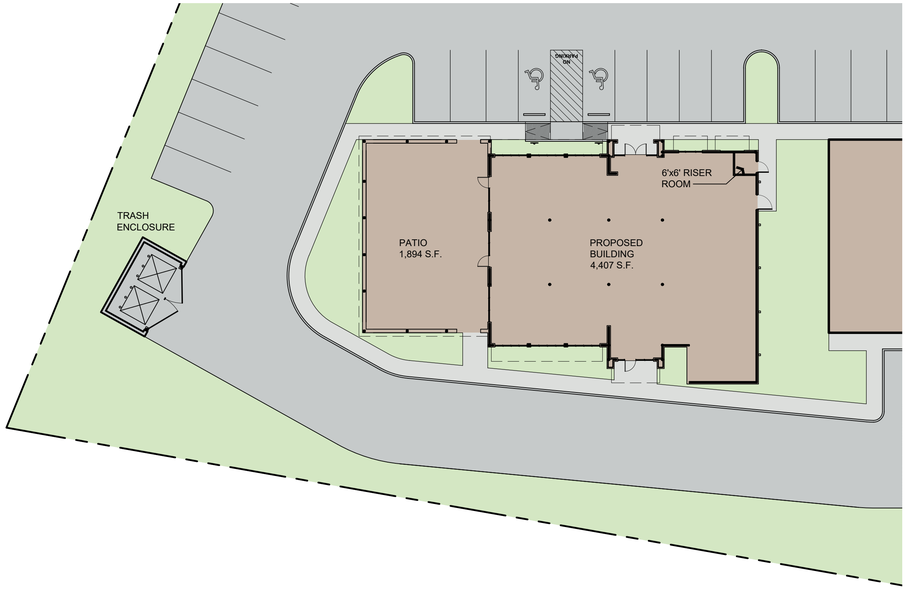
NORTH

02 OVERALL SITE PLAN

Scale: 1" = 100'-0"

50' 0 25' 50' 100' 200'

NOTE:
OVERALL SITE PLAN IS FOR REFERENCE ONLY. APPROVAL OF THIS SUP DOES NOT INCLUDE APPROVAL OF THIS SITE PLAN.

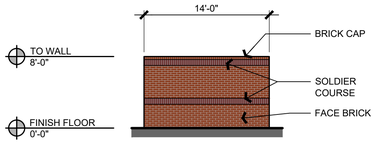


NORTH

01 PROJECT SITE PLAN

Scale: 1" = 20'-0"

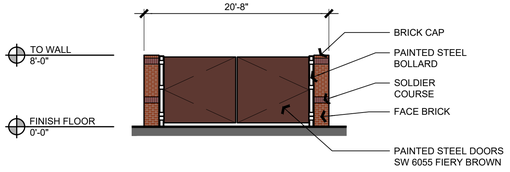
10' 0 5' 10' 20' 40'



04 TRASH ENCLOSURE SIDE ELEVATION

Scale: 1/8" = 1'-0"

5' 0 2' 4' 8' 16'



03 TRASH ENCLOSURE FRONT ELEVATION

Scale: 1/8" = 1'-0"

5' 0 2' 4' 8' 16'

PROJECT INFORMATION

SPEC RESTAURANT
DENTON COUNTY PID: 38200
A0662A M. JONES, TR 19. 4ACRES
OLD DCAD TR#13
LITTLE ELM, TEXAS 75068

ARCHITECT

HMS ARCHITECTURE, P.L.L.C.
208 S. JOHNSON STREET
SUITE 211
McKINNEY, TEXAS 75069
(972) 897-5861
CONTACT: MATT SPEER
matt@hms-arch.com
www.hms-arch.com

CIVIL

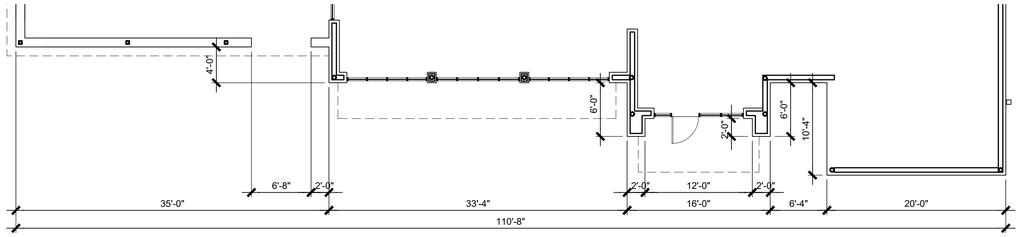
BOHLER ENGINEERING, INC.
2700 NETWORK BLVD.
SUITE 310
FRISCO, TEXAS 75034
(469) 458-7300
CONTACT: DEAN CARDWELL
dcardwell@bohlereng.com

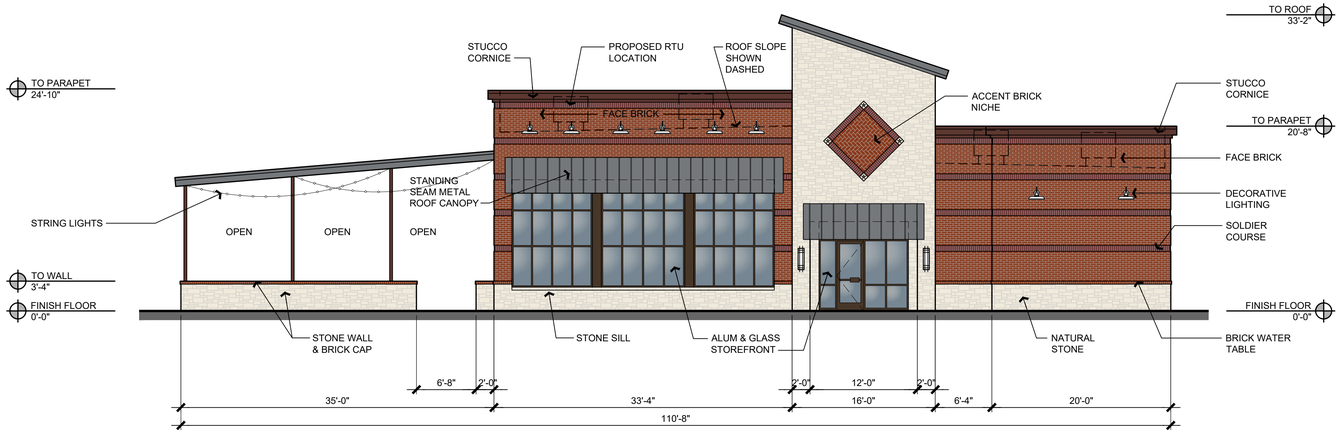
OWNER

KADIRI LLC
14773 OVERLAND PARK LANE
FRISCO, TEXAS 75035
(214) 733-3726
CONTACT: RAVI KADIRI
raviskadiri@gmail.com

HMS PROJECT NO.: 22-245
DATE: 08/02/2023

H M S
ARCHITECTURE, PLLC
208 S. JOHNSON STREET, #316
McKINNEY, TEXAS 75069
(972) 897-5861
MATT@HMS-ARCH.COM





NORTH

02 SOUTH FACADE (REAR) ELEVATION / PLAN

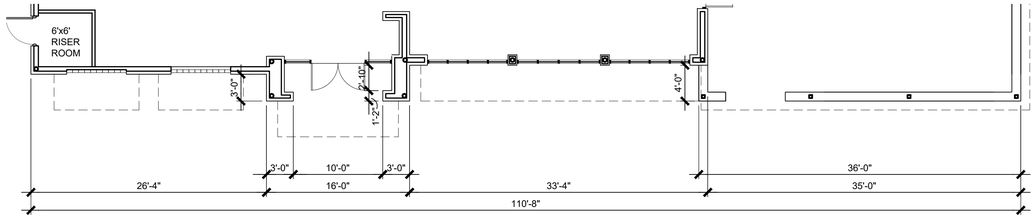
Scale: 1/8" = 1'-0"

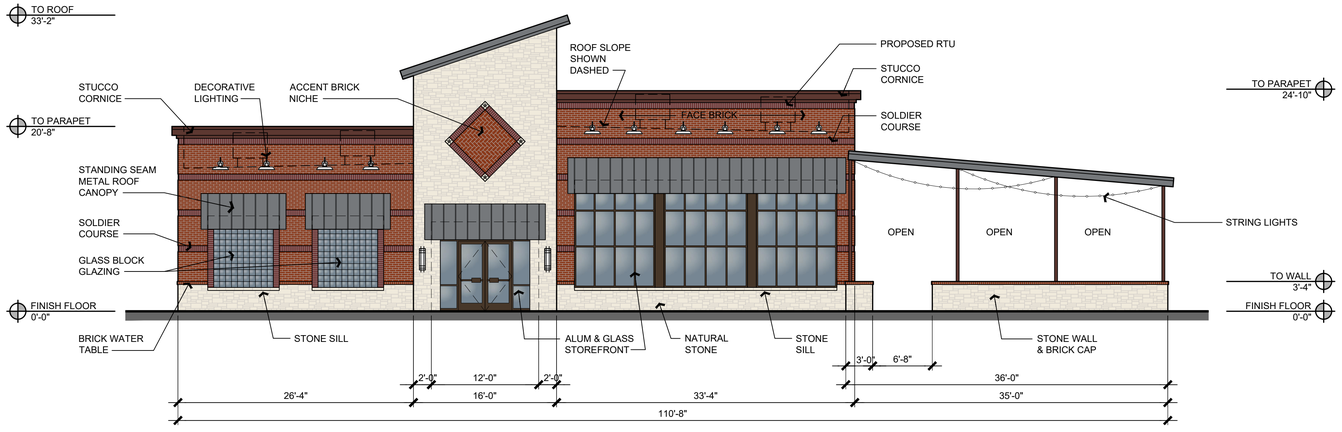
5' 0 2' 4' 8' 16'

MATERIAL KEY

MATERIAL	MANUFACTURER / PRODUCT	AREA / PERCENTAGE
STONE	WHITE REGULAR CHOP EAGLE STONE SUPPLY	533 S.F. 38.7%
BRICK	FRISCO BLEND BLACKSON BRICK	647 S.F. 46.9%
ACCENT BRICK	CHEROKEE BLEND BLACKSON BRICK	117 S.F. 8.5%
STUCCO	3 COAT STUCCO SYSTEM SW 6055 FIERY BROWN	81 S.F. 5.9%
GLAZING	DARK BRONZE ANODIZED STOREFRONT W/ PPG SOLARCOOL PACIFICA GLAZING	454 S.F. 24.8%
TOTALS		1,832 S.F. 100.0%

NOTE:
- CALCULATIONS ARE FOR BUILDING ONLY.
- PATIO WALL NOT INCLUDED.
- CANOPIES NOT INCLUDED.
- STANDING SEAM METAL ROOF NOT INCLUDED.





NORTH

01 NORTH FACADE (FRONT) ELEVATION / PLAN

Scale: 1/8" = 1'-0"

5' 0 2' 4' 8' 16'

MATERIAL KEY

MATERIAL	MANUFACTURER / PRODUCT	AREA / PERCENTAGE
STONE	WHITE REGULAR CHOP EAGLE STONE SUPPLY	491 S.F. 39.2%
BRICK	FRISCO BLEND BLACKSON BRICK	516 S.F. 41.2%
ACCENT BRICK	CHEROKEE BLEND BLACKSON BRICK	165 S.F. 13.1%
STUCCO	3 COAT STUCCO SYSTEM SW 6055 FIERY BROWN	81 S.F. 6.5%
GLAZING	DARK BRONZE ANODIZED STOREFRONT W/ PPG SOLARCOOL PACIFICA GLAZING	579 S.F. 31.6%
TOTALS		1,832 S.F. 100.0%

NOTE:
- CALCULATIONS ARE FOR BUILDING ONLY.
- PATIO WALL NOT INCLUDED.
- CANOPIES NOT INCLUDED.
- STANDING SEAM METAL ROOF NOT INCLUDED.

PROJECT INFORMATION

SPEC RESTAURANT
DENTON COUNTY PID: 38200
A0662A M. JONES, TR 19. 4ACRES
OLD DCAD TR#13
LITTLE ELM, TEXAS 75068

ARCHITECT

HMS ARCHITECTURE, P.L.L.C.
208 S. JOHNSON STREET
SUITE 211
McKINNEY, TEXAS 75069
(972) 897-5861
CONTACT: MATT SPEER
matt@hms-arch.com
www.hms-arch.com

CIVIL

BOHLER ENGINEERING, INC.
2700 NETWORK BLVD.
SUITE 310
FRISCO, TEXAS 75034
(469) 458-7300
CONTACT: DEAN CARDWELL
dcardwell@bohlereng.com

OWNER

KADIRI LLC
14773 OVERLAND PARK LANE
FRISCO, TEXAS 75035
(214) 733-3726
CONTACT: RAVI KADIRI
raviskadiri@gmail.com

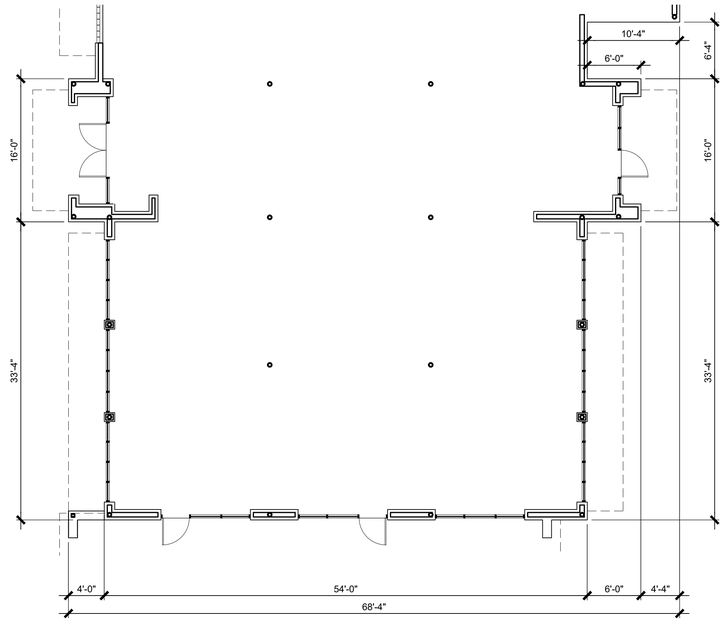
HMS PROJECT NO.: 22-245
DATE: 08/02/2023

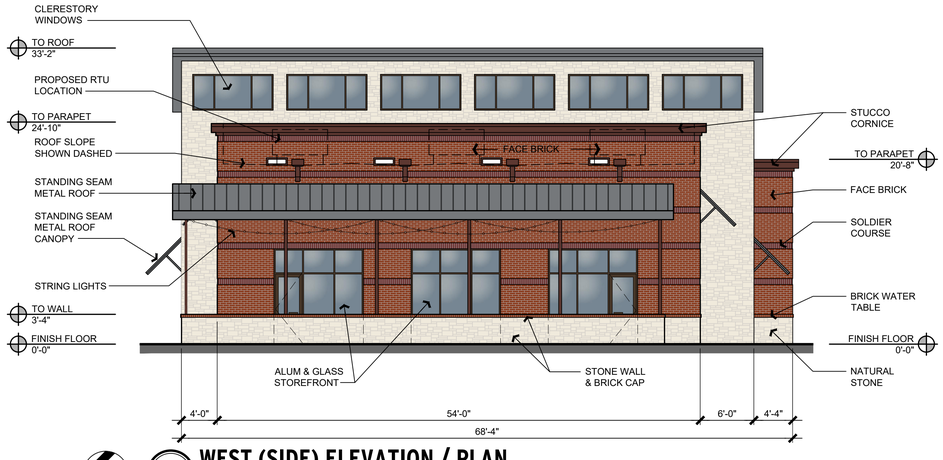
H M S
ARCHITECTURE, PLLC
208 S. JOHNSON STREET, #316
McKINNEY, TEXAS 75069
(972) 897-5861
MATT@HMS-ARCH.COM

MATERIAL KEY

MATERIAL	MANUFACTURER / PRODUCT	AREA / PERCENTAGE
STONE	WHITE REGULAR CHOP EAGLE STONE SUPPLY	560 S.F. 35.0%
BRICK	FRISCO BLEND BLACKSON BRICK	770 S.F. 48.1%
ACCENT BRICK	CHEROKEE BLEND BLACKSON BRICK	191 S.F. 11.9%
STUCCO	3 COAT STUCCO SYSTEM SW 6055 FIERY BROWN	80 S.F. 5.0%
GLAZING	DARK BRONZE ANODIZED STOREFRONT W/ PPG SOLARCOOL PACIFICA GLAZING	516 S.F. 24.4%
TOTALS		2,117 S.F. 100.0%

NOTE:
- CALCULATIONS ARE FOR BUILDING ONLY.
- PATIO WALL NOT INCLUDED.
- CANOPIES NOT INCLUDED.
- STANDING SEAM METAL ROOF NOT INCLUDED.





NORTH

01 WEST (SIDE) ELEVATION / PLAN

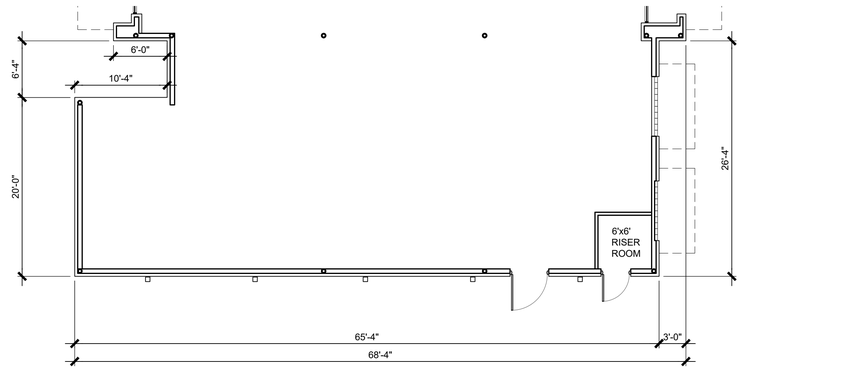
Scale: 1/8" = 1'-0"

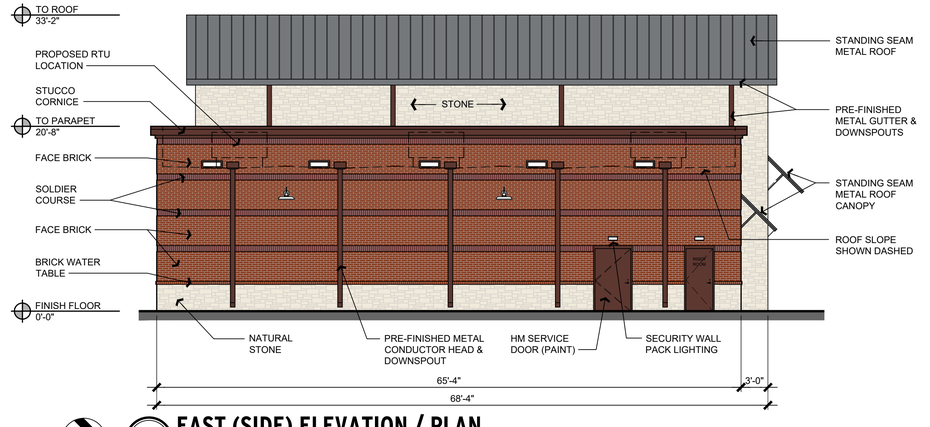
5' 0 2' 4' 8' 16'

MATERIAL KEY

MATERIAL	MANUFACTURER / PRODUCT	AREA / PERCENTAGE
STONE	WHITE REGULAR CHOP EAGLE STONE SUPPLY	543 S.F. 31.8%
BRICK	FRISCO BLEND BLACKSON BRICK	847 S.F. 49.6%
ACCENT BRICK	CHEROKEE BLEND BLACKSON BRICK	173 S.F. 10.1%
STUCCO	3 COAT STUCCO SYSTEM SW 6055 FIERY BROWN	89 S.F. 5.2%
HM DOOR	SW 6055 FIERY BROWN	56 S.F. 3.3%
TOTALS		1,708 S.F. 100.0%

NOTE:
- CALCULATIONS ARE FOR BUILDING ONLY.
- PATIO WALL NOT INCLUDED.
- CANOPIES NOT INCLUDED.
- STANDING SEAM METAL ROOF NOT INCLUDED.





NORTH

02 EAST (SIDE) ELEVATION / PLAN

Scale: 1/8" = 1'-0"

5' 0 2' 4' 8' 16'

PROJECT INFORMATION

SPEC RESTAURANT
DENTON COUNTY PID: 38200
A0662A M. JONES, TR 19. 4ACRES
OLD DCAD TR#13
LITTLE ELM, TEXAS 75068

ARCHITECT

HMS ARCHITECTURE, P.L.L.C.
208 S. JOHNSON STREET
SUITE 211
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(972) 897-5861
CONTACT: MATT SPEER
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HMS PROJECT NO.: 22-245
DATE: 08/02/2023

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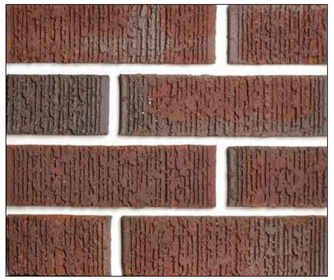
McKINNEY, TEXAS 75069
(972) 897-5861
MATT@HMS-ARCH.COM

06 MATERIAL - GLAZING

Scale: NTS

PPG SOLARCOOL PACIFICA
APPROXIMATE COLOR



03 MATERIAL - ACCENT BRICK

Scale: NTS

CHEROKEE BLEND
BLACKSON BRICK

05 MATERIAL - PAINT STUCCO & HM DOOR

Scale: NTS

SHERWIN WILLIAMS
6055 FIERY BROWN

KAWNEER

Building Legacies

KAWNEER ANODIZED FINISHES

Kawneer gives you a wide variety of anodized finishes with attractive alternatives. The benefit of a durable, anodized finish is married to the beauty of some very dynamic and exciting colors.

At the start of every design, there's a choice of how you want to finish. Contact your Kawneer sales rep for the information on these and other finishes available from Kawneer.

	KAWNEER FINISH NO.	COLOR	ALUMINUM ASSOCIATION SPECIFICATION	OTHER COMMENTS
	#14	CLEAR	AA-M10C21A41	Architectural Class I (0.7 mils minimum)
	#17	CLEAR	AA-M10C21A31	Architectural Class II (0.4 mils minimum)
	#40	DARK BRONZE	AA-M10C21A44	Architectural Class I (0.7 mils minimum)
	#29	BLACK	AA-M10C21A44	Architectural Class I (0.7 mils minimum)

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Form No. 22-2354

Technology Park/Atlanta
555 Guthridge Court
Norcross, GA 30092

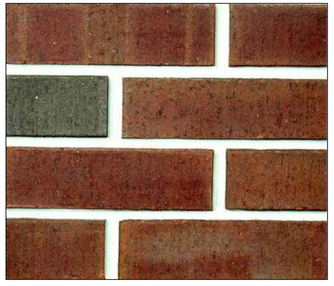
770.449.5555 TEL

www.kawneer.com

08 MATERIAL - STOREFRONT

Scale: NTS

KAWNEER TRIFAB 451
DARK BRONZE ANODIZED



02 MATERIAL - BRICK

Scale: NTS

FRISCO BLEND
BLACKSON BRICK

BERRIDGE MANUFACTURING COMPANY

(800) 669-0009
www.Berridge.com

Standard Colors

Shasta White	Parchment	Almond	Sierra Tan	Buckskin
Medium Bronze	Aged Bronze	Copper Brown	Dark Bronze	Terra-Cotta
Deep Red	Colonial Red	Burgundy	Bristol Blue	Royal Blue
Patina Green	Hemlock Green	Teal Green	Forest Green	Evergreen
Hartford Green	Cityscape	Zinc Grey	Charcoal Grey	Matte Black

Premium Colors

Premium colors require a nominal surcharge.

Natural White | Award Blue

Metallic Colors

Metallic colors are premium finishes which require a nominal surcharge.

Champagne | Copper-Cote™ | Antique Copper-Cote

Natural Metal Finish

Acrylic-Coated Galvalume® is a coated sheet product that combines the corrosion resistance of Galvalume® steel sheet with a clear, organic resin applied to the top side and bottom side of Galvalume® substrate.

Acrylic-Coated Galvalume®

Zinc-Cote™ | Lead-Cote™ | Preweathered Galvalume®

Print Pattern Finishes

Consult BMC on print pattern pricing and availability.

COR-TEN AZP® Raw | Walnut | Honey Walnut | Rosewood | Boston Cherry

Please consult the BMC Technical department at Technical@Berridge.com for LEED compliance information.
Due to limitations in the printing process, please request actual color chips for accurate color viewing.

01 MATERIAL - STONE

Scale: NTS

WHITE REGULAR CHOP
EAGLE STONE SUPPLY

BERRIDGE MANUFACTURING COMPANY

(800) 669-0009
www.Berridge.com

Standard Colors

Shasta White	Parchment	Almond	Sierra Tan	Buckskin
Medium Bronze	Aged Bronze	Copper Brown	Dark Bronze	Terra-Cotta
Deep Red	Colonial Red	Burgundy	Bristol Blue	Royal Blue
Patina Green	Hemlock Green	Teal Green	Forest Green	Evergreen
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Print Pattern Finishes

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Please consult the BMC Technical department at Technical@Berridge.com for LEED compliance information.
Due to limitations in the printing process, please request actual color chips for accurate color viewing.

04 MATERIAL - METAL DOWNSPOUTS

Scale: NTS

BERRIDGE METALS
AGED BRONZE

BERRIDGE MANUFACTURING COMPANY

(800) 669-0009
www.Berridge.com

Standard Colors

Shasta White	Parchment	Almond	Sierra Tan	Buckskin
Medium Bronze	Aged Bronze	Copper Brown	Dark Bronze	Terra-Cotta
Deep Red	Colonial Red	Burgundy	Bristol Blue	Royal Blue
Patina Green	Hemlock Green	Teal Green	Forest Green	Evergreen
Hartford Green	Cityscape	Zinc Grey	Charcoal Grey	Matte Black

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Print Pattern Finishes

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Please consult the BMC Technical department at Technical@Berridge.com for LEED compliance information.
Due to limitations in the printing process, please request actual color chips for accurate color viewing.

07 MATERIAL - METAL CANOPIES

Scale: NTS

BERRIDGE METALS
CHARCOAL GREY

PROJECT INFORMATION

SPEC RESTAURANT
DENTON COUNTY PID: 38200
A0662A M. JONES, TR 19. 4ACRES
OLD DCAD TR#13
LITTLE ELM, TEXAS 75068

ARCHITECT

HMS ARCHITECTURE, P.L.L.C.
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SUITE 211
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OWNER

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FRISCO, TEXAS 75035
(214) 733-3726
CONTACT: RAVI KADIRI
ravikadiri@gmail.com

HMS PROJECT NO.: 22-245
DATE: 08/02/2023

Date:	10/17/2023
Agenda Item #:	5. C.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1734 Regarding an Amendment Request to an Existing Specific Use Permit (SUP) for a Liquor Store Use (Ordinance No. 1667), Located at 1951 FM 423, Currently Zoned Planned Development - Light Commercial (LC), Through Ordinance No. 1457, as Amended by Ordinance No. 1474, in Order to Allow for the Sale of Smoking Products.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1734:

DESCRIPTION:

Location.
Located at 1951 FM 423, on the southeast corner of Smotherman Road and FM 423, within Little Elm town limits.

Background.
Subject property is currently zoned Planned Development - Light Commercial (PD-LC), through Ordinance No.1457, as amended by Ordinance No. 1474. This PD covers multiple parcels and contains a three building multi-tenant shopping center known as Siri's Crossing, with a mix of retail, office, and restaurant tenants. The subject property currently houses newly constructed, single-story, strip retail buildings with space for several new, and pending, neighborhood retail type businesses. The proposed liquor store would occupy two end-cap suites on the north side of Building 2, totaling 3,916 square-feet, opposite of BrassTap.

In July 2022, Town Council approved an SUP request for a Liquor Store through Ordnance No. 1667 and in September the applicant applied for their New Commercial Finish-out permit, ultimately obtaining a Certificate of Occupancy for "Liquor King" in February 2023.

In July 2023 Town Staff became aware that the store owner had also constructed a walk-in humidor and was selling Cigars without Town approval of an SUP for the sale of smoking products. Per Town Ordinance, a business that sells smoking products and devices is classified as a Smoking Establishment, which requires approval of an SUP. Once notified, the store owner began the request process for an SUP amendment in order to allow for the sale of smoking products.

Proposal.
The applicant is proposing to amend the existing SUP to also allow for the sale of smoking products, limited to cigars and cigarettes (Both defined in Chapter 70-206 of Little Elm's Code of Ordinances), limited only to the area outlined on the floor plan, for off-site consumption only.

Uses.
The use would change to allow for sale of tobacco products, limited to cigars and cigarettes, for off-site consumption only, in addition to the existing liquor sales.

Fire, Engineering, Building.
The Fire, Engineering, and Building Departments have given approval for the change in zoning. The Fire Marshall will need more details on the humidor to determine if changes need to be made to the fire suppression system.

Comprehensive Plan.
The use remains a retail commercial use, which is within the Town's vision for the area.

Recommendation to the Commission.
The purpose of an SUP is to add or modify specific land use rights to those already granted within a zoning district. Section 106.02.17 provides that each request considers the intensity of the proposed use within the context of the proposed location based on compatibility and suitability, and in evaluating the compatibility of the proposed use within the existing area context, "the town council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions."

Given the purpose of a Specific Use Permit, Staff believes that conditions could be placed on this SUP request to help make it more appropriate within the context of the existing shopping center, as well as its proximity to other uses. If the Planning and Zoning Commission considers approval of this request, it should be conditioned on the following:

1. Obtain Fire Marshall approval on humidor location, size, and fire suppression capability.

Previous conditions of the existing SUP will remain the same.

Commission Findings.
At their regular meeting on September 7, 2023, the Planning and Zoning Commission held a public hearing and discussed the proximity of similar uses and the timeliness of the applicant applying for this SUP proposal. The Commission unanimously (6-0) approved the request with the condition as presented by Staff.

BUDGET IMPACT:
This item has no budget impact.

RECOMMENDED ACTION:

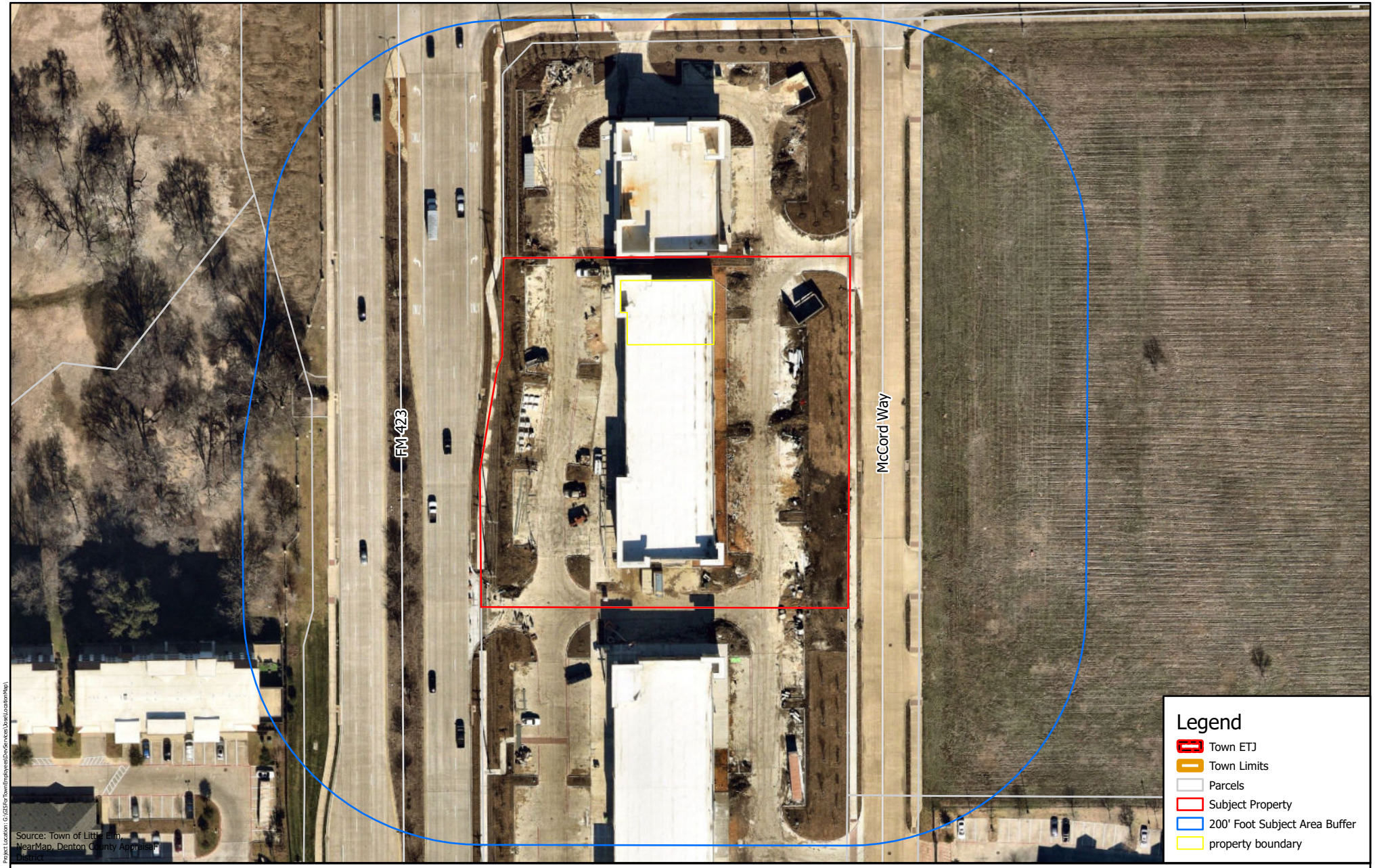
Planning and Zoning Commission recommends approval of the requested SUP amendment subject to the following condition:

- Obtain Fire Marshall approval on humidor location, size, and fire suppression capability.

Attachments

Location Map

Ordinance No. 1734 - Liquor King SUP Amendment



Project Location: G:\GIS\For Town Employees\DevServices\Use\Location Map\

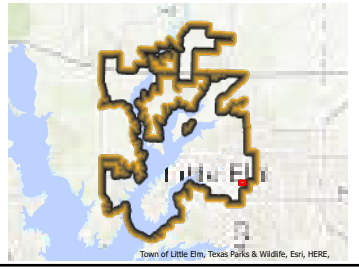
LITTLE ELM

SUP 1951 FM 423 Suite opposite of Brass Tap

0 0.01 0.02 0.04 Miles

N

Town of Little Elm
Denton County, Tx
Date: 5/20/2022



This product is to be used for graphical representation only. The accuracy is not to be taken/ used
as data produced for engineering purposes or by a Registered Professional Land Surveyor
for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed.
Town of Little Elm and its members assume no responsibility for the accuracy of said data.

TOWN OF LITTLE ELM

ORDINANCE NO. 1734

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, AMENDING AN EXISTING SPECIFIC USE PERMIT ORDINANCE NO. 1667 FOR A LIQUOR STORE USE, IN ORDER TO ALLOW FOR THE SALE OF SMOKING PRODUCTS, FOR OFF PREMISES CONSUMPION ONLY, ON PROPERTY LOCATED AT 1951 FM 423; PROVIDING A PENALTY; PROVIDING A 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, Chapter 106 (Zoning) of the Little Elm Code of Ordinances, requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with a liquor store use while it is zoned Light Commercial (LC); and

WHEREAS, a request for a Specific Use Permit for the sale of smoking products, for off premise consumption only, has been submitted by Mihir Varia, Liquor King DFW, on property located at 1951 FM 423; and

WHEREAS, Section 106.02.17 of the Little Elm Code of Ordinances provides that Town Council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

WHEREAS, 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 planned development amendment described herein; and

WHEREAS, at its regular meeting held on September 7, 2023 the Planning & Zoning Commission considered and made recommendations on a request to amend the existing Specific Use Permit within end-cap suite on the north side of Building 2 of the subject property, totaling 3,916 square-feet (Case No. SUP-23-03292); 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 would be 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. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, as amended, is hereby amended by the following:

A. Granting a Specific Use Permit authorizing a liquor store, with allowance for the sale of smoking products for off premises consumption only, on the property located at 1951 FM 423, subject to the following conditions:

1. Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan and floor plan, which are attached hereto as Exhibit A and made a part hereof for all purposes.

2. Sale of smoking products is restricted to the humidor area shown on the floor plan in Exhibit A.

3. The Specific Use Permit granted herein for a liquor store shall be limited to that particular area designated on the approved site plan, end-cap suite on the north side of Building 2, as encompassing a total area not to exceed 3,916 square feet.

4. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a liquor store.

5. All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.

6. No shelving shall be located in front of the storefront glazing and there shall only be limited window sign coverage, or none at all.

7. Obtain Fire Marshall approval on humidor location, size, and fire suppression capability.

SECTION 3. SAVINGS. This Ordinance (which includes the New Zoning 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 in direct 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 4. 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 5. 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 New 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 this Ordinance (which includes the New Zoning Ordinance) without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this Ordinance are hereby repealed to the extent of that conflict.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption 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 17th day of October, 2023.

The Town of Little Elm, Texas

_____

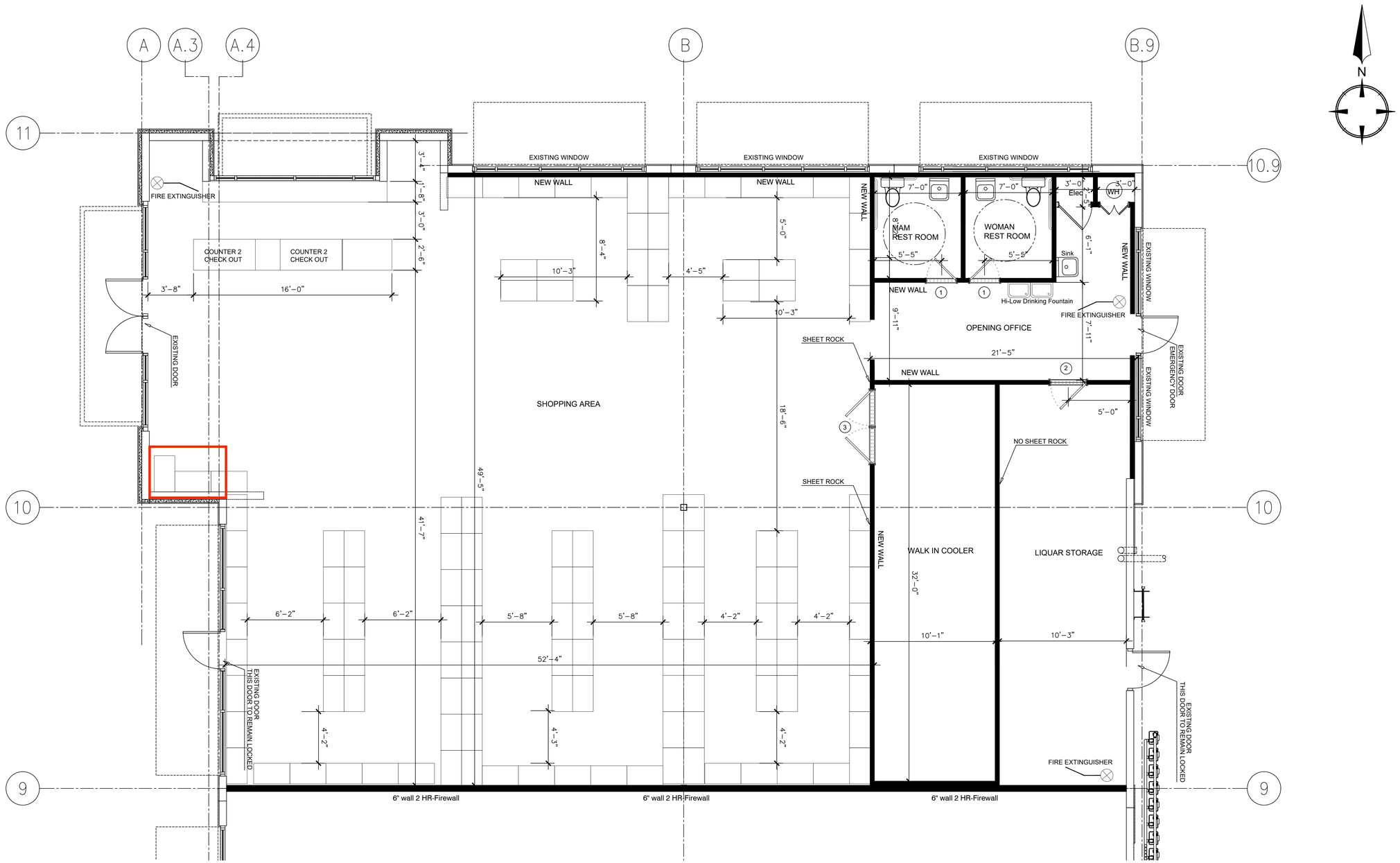
Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

ATTACHMENT – EXHIBIT A



PROPOSED FLOOR PLAN

SCALE : 1/4"=1'-0"

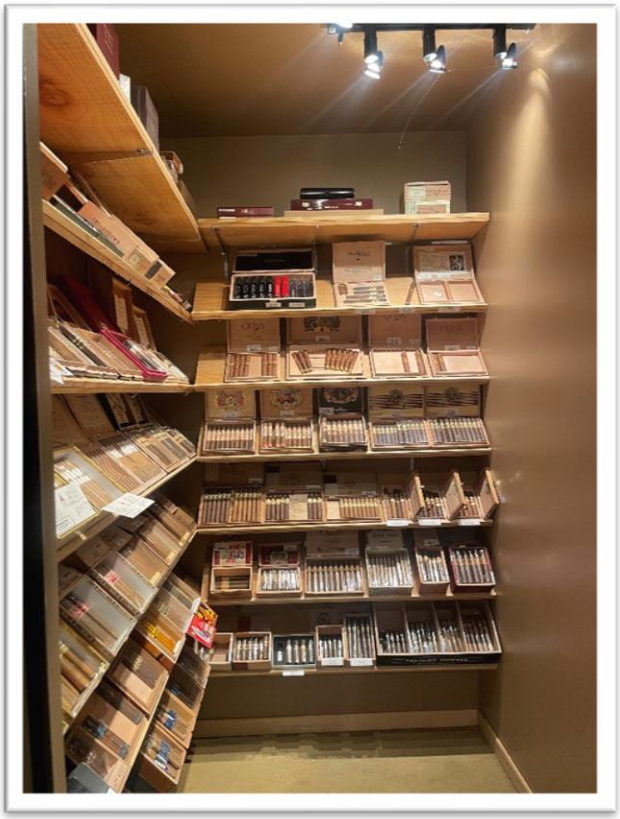
DDR CONSULTING ENGINEERING
952 Windy Meadow Dr.
Plano TX 75023-4953
Registration Number F-13518

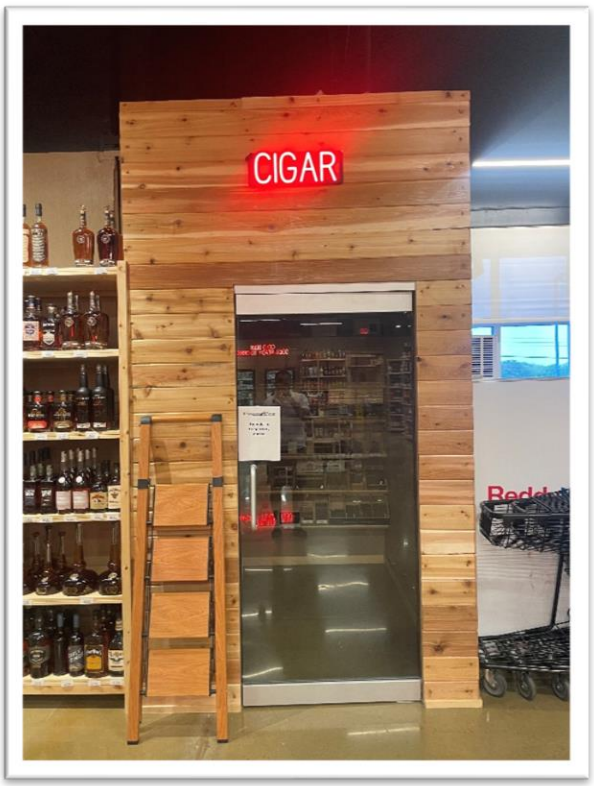
1951 FM 423, Little Elm,
TX 75078

Project Number:
Drawn By:SN
Checked By:RK
Date Issued:03/11/22

SHEET NUMBER

A1.0




CIGAR

ReddyIce
Reddy

"The best liquor connoisseurs in the metroplex."

Dt: 01/31/2022

Liquor King will be a neighborhood liquor store that will be located in centralized area between a residential neighborhood and a busy business district in little elm, Texas at 1931 F.M. 423

We are in the liquor store business to make profits at the same to give our customers value for their money and time; we want to give people who patronize our liquor store the opportunity to choose not only from a wide range of both locally and imported liquors but also from a wide range of beers and other alcoholic drinks that are manufactured in the United States of America. We know that our customers are the reason why we are in business which is why we will go the extra mile to get them satisfied when they visit our liquor store and also to become our loyal customers and ambassadors. Liquor King will ensure that all our customers are given first class treatment whenever they visit our store.

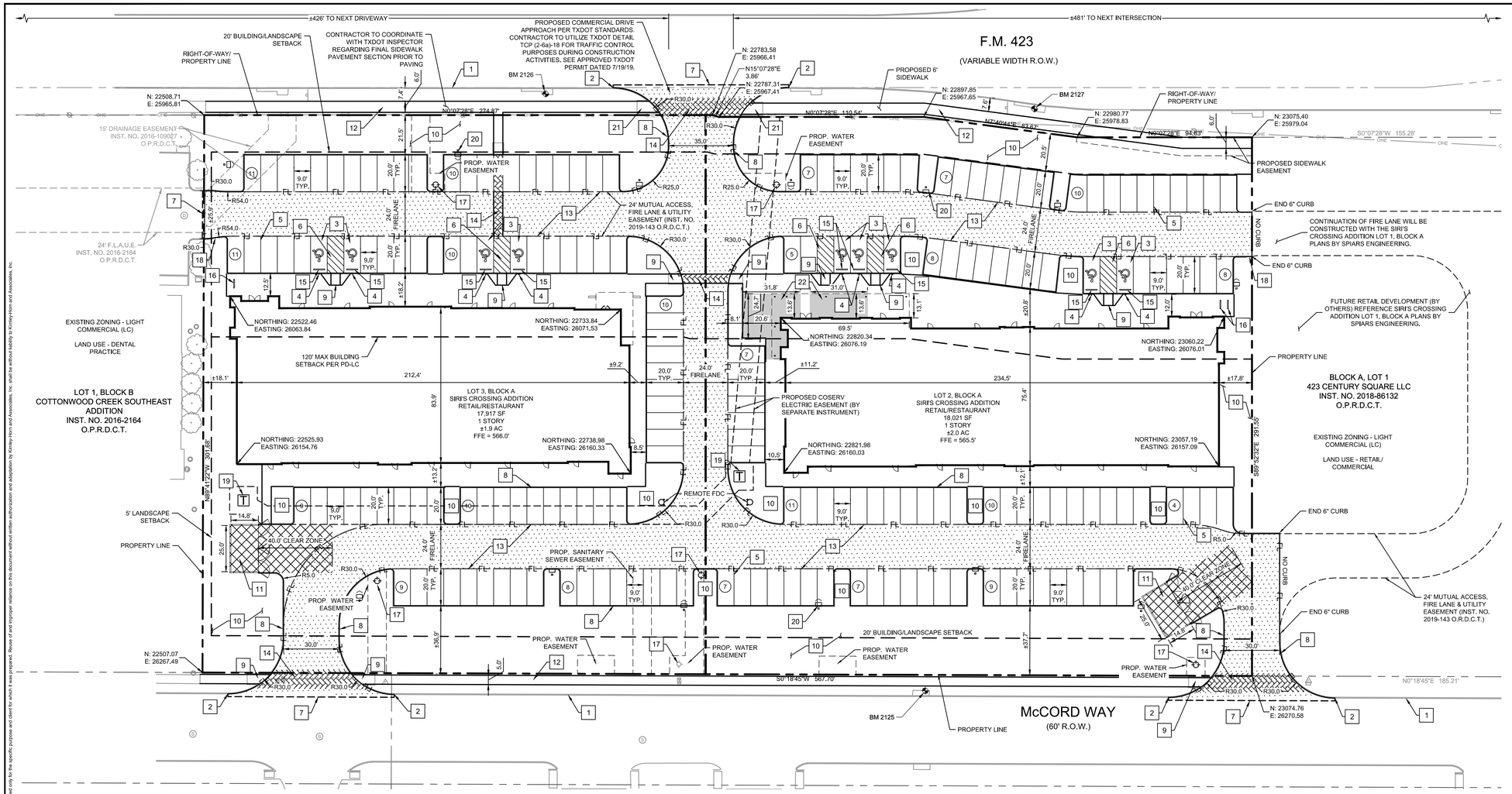
Liquor King is owned by Mr. Mihir Varia who has successfully managed and owned 4 locations within the DFW metroplex. It is a family business that will be managed alongside his immediate family member.

Liquor King is going to operate a standard and licensed neighborhood liquor store that will retail a wide range of liquors, beers and fine wines just like any other licensed and standard liquor store in the state of Texas.

Liquor King does not intend to start a liquor retailing business like the usual mom and pop business around the street corner; our intention of starting a liquor retail business is to build a high end finish liquor store that will be a one – stop shop for liquors, craft beers and fine wines which is why we will ensure that we put the right structure in place that will support the kind of growth that we have in mind while setting up the business.

Sincerely,

Mihir Varia



KEY NOTES

1	EXISTING 6" CURB.
2	CONNECT TO EXISTING CURB.
3	PROPOSED ACCESSIBLE HANDICAPPED PARKING STALLS. SEE PAVEMENT DETAILS, SHEET C-501, AND TOWN DETAILS, SHEET C-507.
4	PROPOSED HANDICAPPED PARKING SIGNS. SEE PAVEMENT DETAILS, SHEET C-501, AND TOWN DETAILS, SHEET C-507.
5	PROPOSED 4" WHITE PAINTED PARKING STALL STRIPING.
6	PROPOSED 4" WHITE PAINTED TRAFFIC STRIPES @ 45° SPACED AT 2.0' O.C. SEE TOWN DETAILS, SHEET C-507.
7	SAWCUT 1.5'. REMOVE EXISTING CURB AND CONNECT TO EXISTING CONCRETE PAVEMENT WITH LONGITUDINAL BUTT JOINT (SEE PAVEMENT DETAILS, SHEET C-501). MATCH EXISTING PAVEMENT ELEVATION.
8	PROPOSED 6" CURB. SEE TOWN DETAILS, SEE SHEET C-503.
9	PROPOSED BARRIER FREE RAMP. SEE BARRIER FREE RAMP STANDARD DETAILS, SHEET C-505.
10	PROPOSED LANDSCAPE AREA. SEE LANDSCAPE PLANS FOR SPECIFICATIONS.
11	PROPOSED 8' DUMPSTER ENCLOSURE. SEE BUILDING ELEVATIONS AND BUILDING PLANS.
12	PROPOSED 6' SIDEWALK OR WIDTH PER PLAN. SEE TOWN OF LITTLE ELM MEDIAN AND SIDEWALK STAMPED CONCRETE DETAILS, SHEET C-506.
13	PROPOSED FIRE LANE STRIPING (TYP.). SEE TOWN DETAILS, SHEET C-507.
14	PROPOSED STAMPED/STAINED CONCRETE. SEE TOWN DETAILS, SHEET C-506.
15	PROPOSED WHEEL STOP. SEE PAVEMENT DETAILS, SHEET C-501.
16	PROPOSED BIKE RACK. SEE TOWN DETAILS, SHEET C-517.
17	FIRE HYDRANT
18	CURB CUT: 3' CURB OPENING. SEE DETAIL, SHEET C-201.
19	PROPOSED TRANSFORMER LOCATION. SEE MEP PLANS.
20	PROPOSED LIGHT POLE LOCATION (TYP.). SEE MEP PLANS.
21	PROPOSED BARRIER FREE RAMP IN TXDOT ROW. SEE TXDOT STANDARD DETAIL PED-18.
22	PROPOSED PATIO. SEE ARCH. PLANS.

NOTES

1. ALL SIGNAGE IS APPROVED VIA A SEPARATE PERMITTING PROCESS.
2. ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC. SHALL BE SCREENED IN COMPLIANCE WITH THE ZONING ORDINANCE.
3. ALL LIGHT SOURCES, INCLUDING WALL PACKS, LIGHT POLES, AND LIGHTS UNDERNEATH CANOPIES, SHALL BE RECESSED (I.E. FULL CUTOFFS) WITH NO DROP DOWN BULBS SO THAT ALL LIGHT SOURCES ARE SHIELDED AND NO LIGHT SOURCE IS OTHERWISE VISIBLE. EXTERIOR LIGHTING WILL COMPLY WITH TOWN STANDARDS.
4. ENHANCED PAVING APPLIES TO THIS SITE. PLEASE CONTACT STAFF IF THE PAVING PLAN IS UNCLEAR.
5. ANY ALTERATION TO THE SITE PLAN, INCLUDING BUILDING ELEVATION AND LANDSCAPE SUBSTITUTIONS, REQUIRE TOWN APPROVAL THROUGH A REVISED PLAN.
6. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING FOOTPRINT DIMENSIONS.
7. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND FINAL GEOTECH REPORT FOR BUILDING SUBGRADE PREPARATION REQUIREMENTS.
8. ALL DIMENSIONS ARE FROM THE FACE OF CURB, FACE OF BUILDING, OR PROPERTY LINE UNLESS NOTED OTHERWISE.
9. ALL CURB RADII ARE 2' UNLESS NOTED OTHERWISE.
10. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR DUMPSTER ENCLOSURE CONSTRUCTION SPECIFICATIONS.
11. CONTRACTOR SHALL REFER TO M.E.P. PLANS AND LANDSCAPE PLANS FOR CONDUIT PLACEMENT PRIOR TO PAVING.
12. ALL TRAVEL PATHS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA/TAS DESIGN STANDARDS (2% MAXIMUM CROSS SLOPE, DIRECTIONAL GRADES LESS THAN 5%, ETC.) AND ALL HANDICAP PARKING AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA/TAS DESIGN STANDARDS (2% MAX SLOPE ANY DIRECTION).
13. CONTRACTOR SHALL NOT BLOCK BOTH FRONT FIRE LANE AND BACK FIRE LANE AT THE SAME TIME.

LEGEND

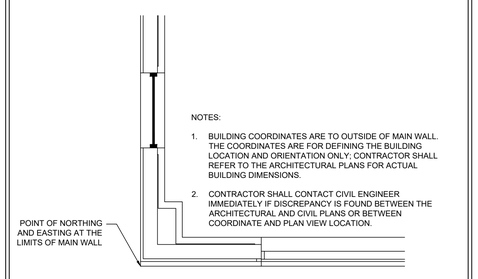
PROPERTY LINE	
SAWCUT LINE	
FIRE LANE	FL FL
EASEMENT	

SITE DATA SUMMARY

LOT	LOT 3	LOT 2
EXISTING ZONING	PD-LC	PD-LC
PROPOSED USE	RETAIL/RESTAURANT	RETAIL/RESTAURANT
HEIGHT	1 STORY - 32'	1 STORY - 31' 8"
LOT AREA	82,084.28 SF (1.9 AC.)	87,773.68 SF (2.0 AC.)
PROP. BUILDING GROSS AREA	17,917 SF	18,021 SF
FLOOR AREA RATIO	0.22	0.21
PARKING REQUIRED (ACCESSIBLE) (1 SPACE PER 200 SF OF FLOOR AREA)	90 SPACES (4 ADA)	91 SPACES (4 ADA)
PARKING PROVIDED (ACCESSIBLE)	*88 SPACES (4 ADA)	100 SPACES (5 ADA)
BIKE RACK PROVIDED (REQUIRED)	1 BIKE RACK (1 REQUIRED)	2 BIKE RACKS (2 REQUIRED)

* BASED ON THE TOWN OF LITTLE ELM'S ZONING ORDINANCE, SECTION 106.06.45, AN OVERALL 15 PERCENT PARKING REDUCTION IS GRANTED FOR LOT 3.

TYPICAL BUILDING CORNER (N.T.S.)



NOTES:

1. BUILDING COORDINATES ARE TO OUTSIDE OF MAIN WALL. THE COORDINATES ARE FOR DEFINING THE BUILDING LOCATION AND ORIENTATION ONLY; CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR ACTUAL BUILDING DIMENSIONS.
2. CONTRACTOR SHALL CONTACT CIVIL ENGINEER IMMEDIATELY IF DISCREPANCY IS FOUND BETWEEN THE ARCHITECTURAL AND CIVIL PLANS OR BETWEEN COORDINATE AND PLAN VIEW LOCATION.

BENCHMARK LIST

VERTICAL DATUM BASED ON TOWN OF LITTLE ELM GEODETIC CONTROL MONUMENTS.

BM #2125 " ☒ " CUT ON THE NORTHWEST CORNER OF A CONCRETE CURB INLET LOCATED ON THE WEST SIDE OF MCCORD WAY APPROXIMATELY 400 FEET SOUTH OF SMOTHERMAN ROAD.
ELEV. = 564.98

BM #2126 " ☒ " ON THE SOUTHEAST CORNER OF A CONCRETE CURB INLET LOCATED ON THE EAST SIDE OF F.M. 423, APPROXIMATELY 600 FEET SOUTH OF SMOTHERMAN ROAD.
ELEV. = 561.52

BM #2127 " ☒ " ON THE SOUTHEAST CORNER OF A CONCRETE CURB INLET LOCATED ON THE EAST SIDE OF F.M. 423, APPROXIMATELY 335 FEET SOUTH OF SMOTHERMAN ROAD.
ELEV. = 558.06

REVISED SITE PLAN
SIRI'S CROSSING ADDITION
LOTS 2 & 3, BLOCK A
Being 5.1107 Acres Out Of The
THE CHRISTIAN BORHMANN SURVEY
ABSTRACT NO. 86
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS
Submitted January 15, 2019
Resubmitted February 22, 2019

Owner:
(Lot 2 and 3)
Thani Properties, LLC
1051 Cimarron Rd
Frisco, TX 75034
Contact: Raja Panchumarthi
Phone: (510) 891-1490

Applicant/Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
Contact: Tory Freed, P.E.
Phone: (972)770-1300

WARNING: CONTRACTOR TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

811 Know what's **below.** **Call** before you dig.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
XREFS
PLOT STYLE TABLE
PLOTTED BY
DATE PLOTTED
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dBM-64526600 xVT-64526600 xxA-64526600 xxF-64526600 xxX-64526600 xxY-64526600

KHA PROJECT	64526600
DATE	AUGUST 2021
SCALE	AS SHOWN
DESIGNED BY	TCF
DRAWN BY	SAL
CHECKED BY	JWD

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
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08/04/2021

SIRI'S CROSSING
PREPARED FOR
THANI PROPERTIES, LLC
LITTLE ELM TX

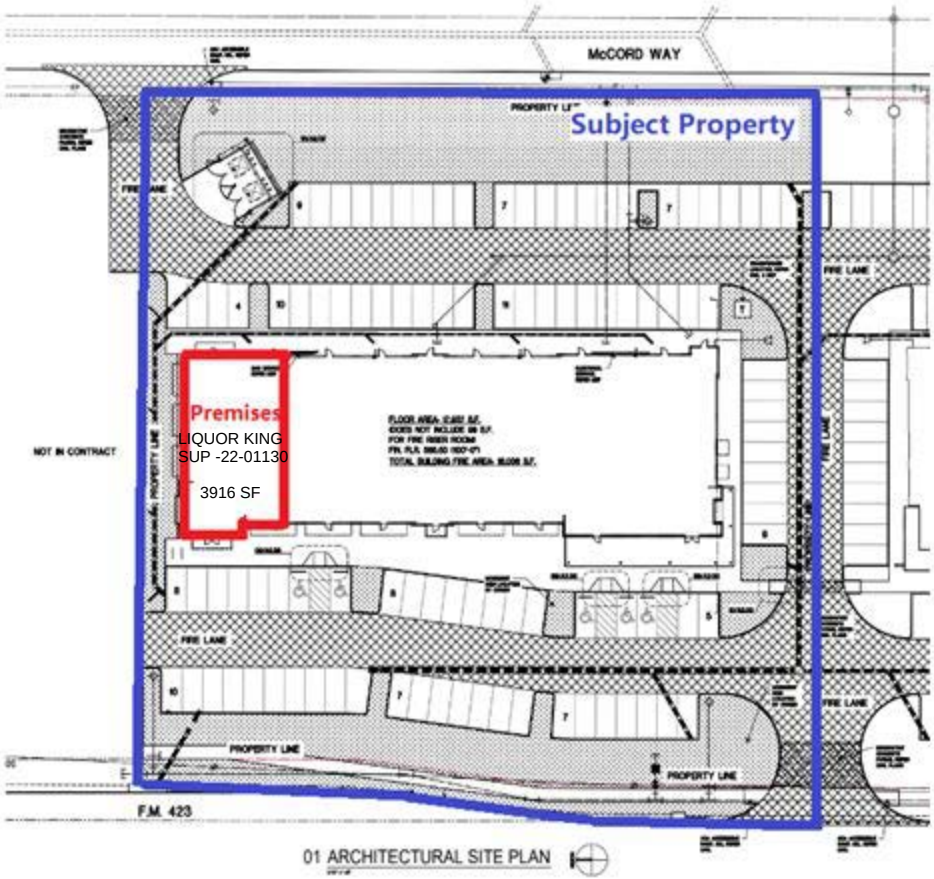
SITE AND DIMENSIONAL CONTROL PLAN

SHEET NUMBER
C-101

EXHIBIT A

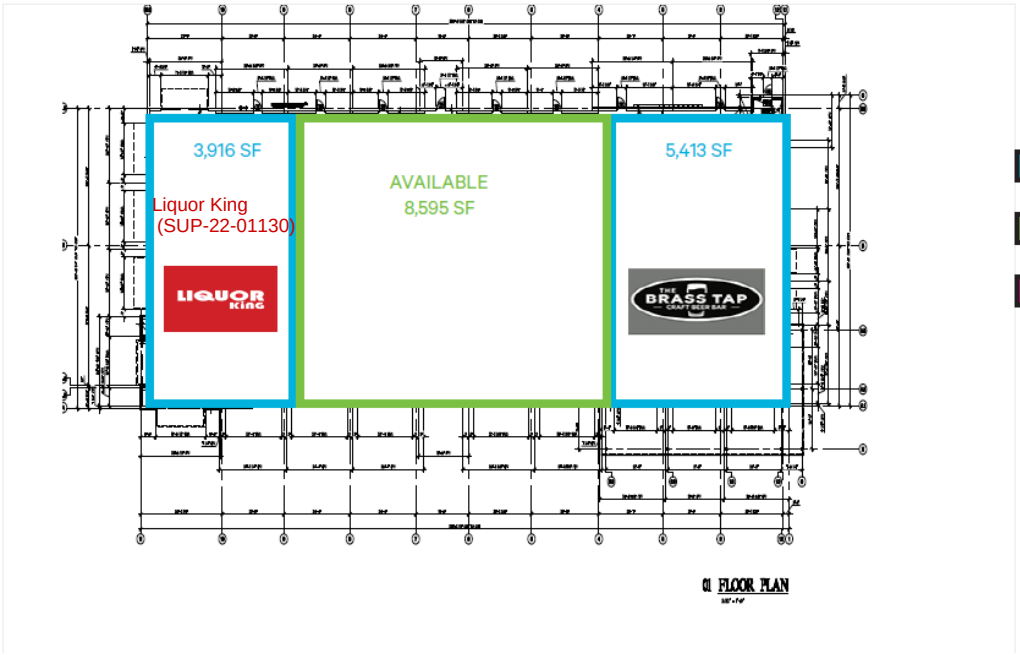
OUTLINE OF PREMISES

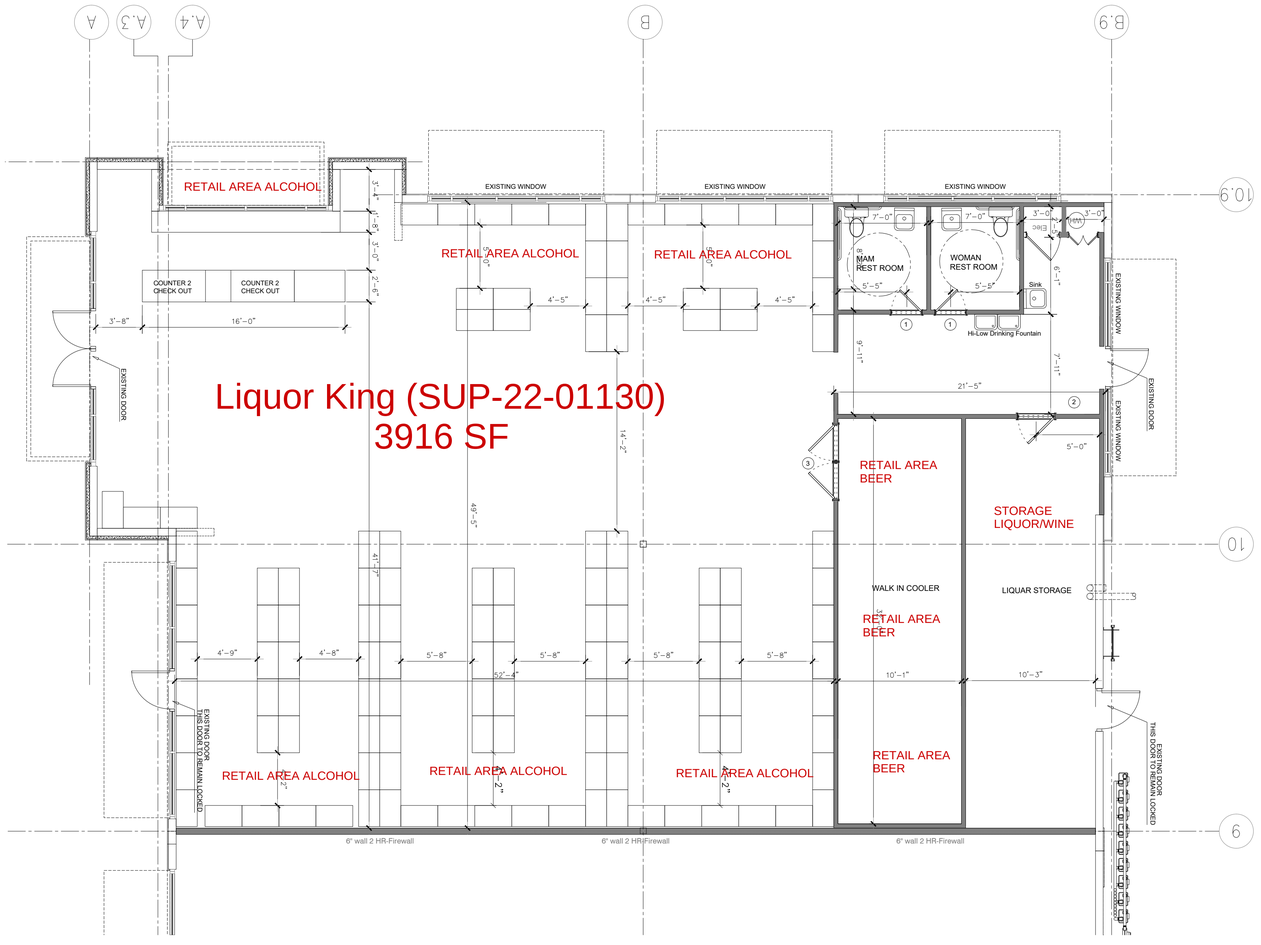
This Exhibit is attached to this Lease solely for the purpose of locating the Premises within the Center and depicting the general layout of the Center and shall not be deemed to be a representation, warranty or agreement by Landlord as to any information shown hereon or that the Center or stores be exactly as indicated hereon.



01 ARCHITECTURAL SITE PLAN

PREMISES


3,916 SF
Liquor King
(SUP-22-01130)
LIQUOR King
AVAILABLE
8,595 SF
5,413 SF
THE BRASS TAP
CRAFT BEER BAR
01 FLOOR PLAN
LEASED
AVAILABLE
AT LEASE



PROPOSED FLOOR PLAN

SCALE : 3/16"=1'-0"

DDR CONSULTING ENGINEERING
952 Windy Meadow Dr.
Plano TX 75023-4953
Registration Number F-13518

1931 FM 423, Little Elm, TX 75078

Project Number:
Drawn By:SN
Checked By:RK
Date Issued:03/11/22

SHEET NUMBER

A1.0

01 (FRONT) WEST ELEVATION

02 (SIDE) NORTH ELEVATION

1/16" = 1'-0"

03 (SIDE) SOUTH ELEVATION

1/16" = 1'-0"

04 (REAR) EAST ELEVATION

1/16" = 1'-0"

GSO ARCHITECTS
DALLAS, TX 972.385.9651
www.GSOarchitects.com

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PRELIMINARY PLAN
NOT FOR CONSTRUCTION

COTTONWOOD CROSSING 2

LITTLE ELM, TEXAS
TEXAS PROPERTIES

EL01

JOB NO: -----
ISSUE DATE: --/--/--
SCALE: AS NOTED

WINES
CORDIALS
AGAVE
SUGAR CANE
VODKA
GIN
BRANDY
MINI
OPTIONS!!!
Sale

OLD ELK
WANTED
OLD ELK

CANE

LIQUOR KING
SPIRITS • WINE • CRAFT BEER
NOW OPEN
915
OPEN
NOW OPEN

LIQUOR KING
SPIRITS • WINE • CRAFT BEER
NOW OPEN

Date:	10/17/2023
Agenda Item #:	5. D.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1735 Regarding an Amendment Request to an Existing Planned Development District (Ordinance No. 1641), Encompassing Approximately 544.1 Acres of Land, Generally Bound by FM 720 to the West, Lewisville Lake to the East, and US 380 to the North, Within Little Elm's Town Limits, in Order to Provide Development Plans for a School, with Modified Development Standards.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1735:

DESCRIPTION:

Location

Generally bound by FM 720 to the west, Lewisville Lake to the east, and US 380 to the north, within Little Elm's town limits.

Background. The Spiritas Ranch property includes approximately 545 acres located on the southeast corner of FM 720 and US Hwy 380, generally bound by FM 720 to the west, Lake Lewisville to the east, and US Hwy 380 to the north. In 2007, the Town and the owners of Spiritas Ranch executed a development agreement that included this property and the property to the east, also known as the Navo tract. The agreement included annexation of Light Commercial (LC) frontage along US Hwy 380, and established subdivision and other development standards. In 2014, the agreement included the annexation of the large tract known as Spiritas West that carried the same regulations as part of the Lincoln Park ETJ portion. In February 2021, a new development agreement was approved, inclusive of the entire 545 acres, voluntary annexation, establishment of an overall concept plan, and development standards.

In October 2021, Council approved a new Planned Development PD district, in order to allow for

the development of the Spiritas Ranch community, consisting of approximately 2,135 single-family dwelling units, a future Denton ISD school, Fire Station/EMS Center, two amenity centers, and open space. The PD utilized Single Family 4 (SF4) as the base zoning district to create three types of residential sub-districts, and indicated that non-residential development would follow the Light Commercial site development standards (inclusive of architectural design, area, height, and building setbacks, and landscape requirements).

Last year, the 13.492-acre site designated for the school, located in Phase 2H, was sold to the Denton Independent School District for the purposes of constructing a new elementary school. As witnessed in recent cases, school development is not always able to fully meet the stringent requirements of a truly commercial development. Therefore, Staff and the School District have negotiated a list of modified development standards and associated exhibits, based on the Light Commercial LC district with modifications to certain architectural and site development requirements. The established development standards would be applicable specifically to the property on which the school is to be constructed, and are comparable to those of the residential component, which should allow the school site to fit cohesively into the neighborhood.

However, since the land had an existing Planned Development district and Development Agreement, such deviations require approval from the Town Council through amendments to both documents. In May 2023, Town Council approved amendments to the Development Agreement, establishing the negotiated standards and development plans for the school site.

Proposal.
At this time, the applicant is bringing forward the request to amend the existing PD in order to incorporate the development plans and modified standards, previously approved as part of the Development Agreement.

Standards.
The amendment outlines general restrictions under which the subject property is to be developed, and provides for concept plan and landscape plan adoption, generally laying-out the site, structures, and landscaping to the agreed upon standards. The amendment also includes exhibits providing further detail with regard to building design and commitment to utilizing certain materials. The exhibits are not, however, intended to serve as approved plans for construction.

> **Zoning**. No dimensional zoning changes are being proposed; proposed development meets the LC district area, height, and setback requirements. The conceptual site plan depicts the minimum standards for site layout, parking lot detail, and general circulation, identifying setbacks, area, height, and lot coverage, to enable the non-residential site to co-exist harmoniously within the residential neighborhood.
>
> **Building Design**. The proposed building design utilizes the minimum base requirements of commercial property architectural standards, providing the minimum acceptable articulation, tripartite design, but deviations from typical material standards. The proposed design standards for a school in Chapter 106.06.05 apply commercial design standards to the construction of schools. The standards in the Town's Ordinance include 30% glazing of the total facade, and 80% class A (brick and masonry) of building materials (excluding glazing area) per facade. This totals 86% of the facade being either glazing or Class A materials. This PD amendment requests the following building materials' percentage on each facade:

Facade	Class A and Glazing Percentage	Class B Percentage

East	57%	43%
West	86%	14%
South	72%	28%
North	76%	24%

The above amended standards are set in the PD narrative and the building exhibits. Recently, the Planning Commission and Town Council approved a Planned Development request for North Texas Collegiate Academy (PD-22-12898) that allowed the classroom building to have the following design standards:

Facade	Class A and Glazing Percentage	Class B Percentage
East	65%	35%
West	63%	37%
South	66%	34%
North	66%	34%

The included facade plans represent the minimum standard for design and materials.

Landscape Standards.
The Landscaping standards for the site are set in the landscape plans and include perimeter plantings around the entire site, foundation plantings, and vehicular use area plantings. The landscape exhibit provides a visual representation of the proposed minimum landscaping, generally identifying tree and shrub locations, quantities, and minimum of 4 caliper inches for shade trees; all comparable to those of the residential neighborhood. These exhibits identify how the proposed tree planting is intended to serve as the living screen between the school and neighboring homes, as well as the right-of-way frontages.Landscaping standards set in the narrative of the PD include:

- The site shall be fully irrigated.
- The site shall be fully sodded.
- 4" caliper trees along residential lot lines per Landscape exhibit, staggering allowed.
- Provide 4" caliper trees along street frontage
- Shrubs utilized for vehicular areas and other screening shall be at least 36" tall at time of planting and be evergreen species.
- Residential wood fencing shall fulfill the screening wall requirements.

Parking. Parking is assessed at 1 spot per classroom plus 1 spot per 4 seats in any auditorium. The PD site plan shows 127 parking spots being provided which is enough to meet the parking requirement set in the ordinance. The parking spaces are being provided at 9 feet by 20 feet.

Fire, Engineering, and Comprehensive Plan. Fire and Engineering Departments have give approval for zoning purposes. The applicant will still need to receive to approval of specific Site Development Permits before construction is authorized. This PD request aligns with the Town's vision for the area.

Commission Findings.
At their regular meeting on September 7, 2023, the Planning and Zoning Commission discussed the proposed amendment and unanimously (6-0) approved the request as presented.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

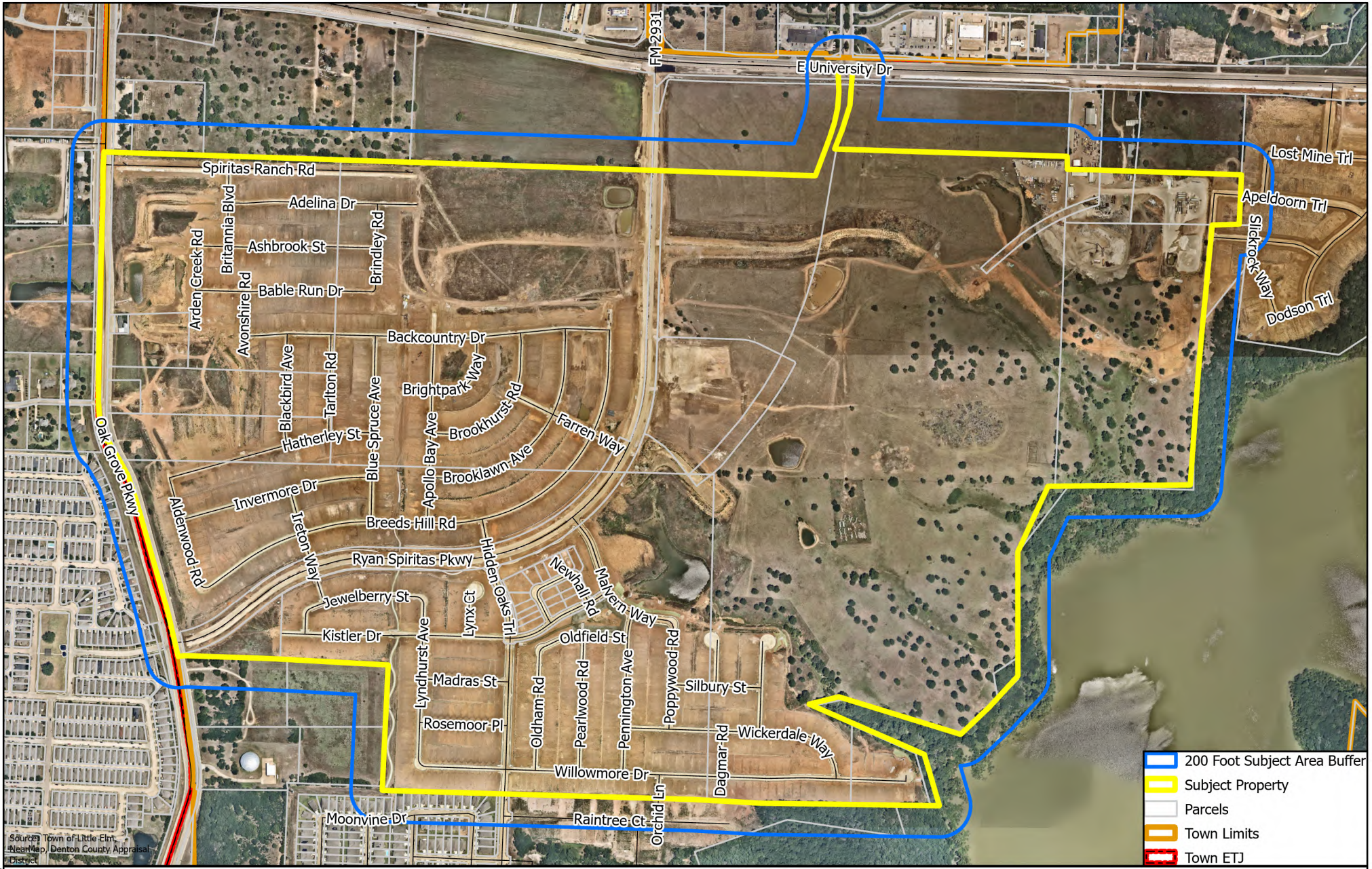
Planning and Zoning Commission recommends approval of the Planned Development amendment as presented.

Attachments

Location Map

Ordinance No. 1735

Development Agreement - Spiritas Ranch Amendment - Denton ISD Property



LITTLE ELM

Spiritas Planned Development Amendment
Little Elm, TX 75068

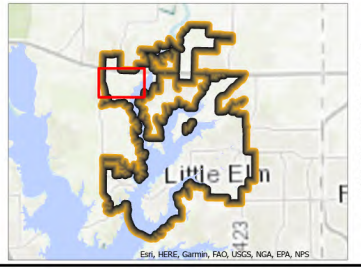
Town of Little Elm
Denton County, Tx

Date: 8/28/2023

N

0 460 920

US Feet



This product is to be used for graphical representation only. The accuracy is not to be taken/ used
as data produced for engineering purposes or by a Registered Professional Land Surveyor
for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed.
Town of Little Elm and its members assume no responsibility for the accuracy of said data.

Project Location: G:\GIS\For Town\Employees\DevServices\Josa\Location Map\

TOWN OF LITTLE ELM

ORDINANCE NO. 1735

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING SPIRITAS RANCH PLANNED DEVELOPMENT, THROUGH ORDINANCE NO. 1641, TO INCORPORATE DEVELOPMENT PLANS AND MODIFIED DEVELOPMENT STANDARDS FOR A SCHOOL ON APPROXIMATELY 13.492 ACRES, WITHIN PHASE 2 OF THE PLANNED DEVELOPMENT; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A 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 an amendment to existing Spiritas Ranch Planned Development through Ordinance No. 1641, with modified development standards on approximately 13.492 acres designated for a DISD School, adopting new site plan and development plans specific to the DISD School property, more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is 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 planned development amendment described herein; and

WHEREAS, at its regular meeting held on September 7, 2023 the Planning & Zoning

Commission considered and made recommendations on a request to amend the subject Planned Development, (Case No. PD-23-03535); 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 amending existing Spiritas Ranch Planned Development through Ordinance No. 1641, adopting development plans and modified development standards specific to 13.492 acres of land designated for the development of a DISD School, within Phase 2 of the Spiritas Ranch Planned Development, within Little Elm Town limits, 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 for the DISD School property shall be in accordance with the Light Commercial (LC) District and all applicable provisions of Chapter 106 – Zoning Ordinance in general, with the exception of the following requirements, which are otherwise captured within the development plans, as depicted within **Exhibit B** attached hereto:

a) The Concept Plan attached hereto and incorporated herein by reference, demonstrates locations of the proposed structures and improvements within the property. Amendments to the Concept Plan must be approved by Council action, except that the Director of Development Services may approve minor revisions which do not significantly alter the basic relationship or intent of the proposed development.

b) A two-story elementary school shall be designed for this site consisting of an exterior skin being approximately 57% masonry and aluminum framed glass windows on the East Façade, 86% West Façade, 72% South Façade, 76% North

Facade. Metal panels shall make up no more than 43% of the exterior skin on the East Façade, 14% West Façade, 28% South Façade, 24% North Facade.

c) Maximum lot coverage: 25%

d) Minimum 1st floor area of the school building is approximately 79,420 square feet.

e) Landscaping regulations: It shall be the DISD's responsibility to ensure that the site shall contain the following:

I. The site shall be fully irrigated

II. The site shall be fully sodded

III. Provide 4" caliper shade trees along residential lot lines per Landscape

IV. Exhibit, staggering allowed

V. Provide one 4" caliper trees along street frontage per Landscape Exhibit. Shrubs utilized for vehicular areas, and all other screening, shall be at least 36" in height at time of planting, evergreen species that form a hedge. Residential wood fencing shall fulfill the screening wall requirements.

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

a) The property owner must obtain an access easement and maintenance agreement from the Town, and an access easement agreement from the property to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site property for cross-access. Fully executed agreements must be presented with the plat submittal.

b) 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.

c) 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.

d) 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 17th day of October, 2023.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

EXHIBIT A

Legal Description of the Land

WHEREAS, the Denton Independent School District is the owner of a a tract of land situated in the M. Jones Survey, Abstract No. 662, Town of Little Elm, Denton County, Texas, being all of a called 13.166 acre tract of land conveyed to the Denton Independent School District as recorded in County Clerk No. 2022-91186 of the Official Records of Denton County, Texas, and being more particularly described in metes and bounds as follows:

BEGINNING at a 1 /2" iron rod with plastic cap stamped "4613" set for the westernmost southwest corner of the called 13.166 acre tract of land at the beginning of a non-tangent curve to the left and said the left and said iron rod being in the east line of a called 13.492 acre tract of land conveyed to the Town of Little Elm for future public Right-of-Way as recorded in County Clerk No. 2021-95337 of the Official Records of Denton County, Texas;

THENCE with the east line of the called 13.492 acre tract of land, the west line of the called 13.166 acres tract of land, and with said non-tangent curve to the left, with an arc length of 412.78 feet, a a radius of 1320.00 feet, and a chord bearing N10"42'56"E, 411.10 feet to a 1 /2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N01 "45' 42"E, continuing along the mutual line of the called 13.492 acre tract of land and the called 13.166 acre tract of land, a distance of 185.81 feet to a 1/2" iron rod with plastic cap stamped "4613" set for the corner;

THENCE departing the said mutual line of the called 13.492 acre tract of land and the called 13.166 acre tract of land and continuing with the next thirteen (13) calls along the mutual line of the called 13.166 acre tract of land and the remainder of a called 523.172 acre tract of land conveyed to MM Little Elm 548, LLC as recorded in County Clerk No. 2020-123025 of the Official Records of Denton County, Texas, from which the called 13.166 acres tract of land was originally a part of;

THENCE N46"51 '55"E, a distance of 42.45 feet to a 1 /2" iron rod with plastic cap stamped "4613" set for the corner;

THENCE S88"13'57"E, a distance of 496.98 feet to a capped iron rod with plastic cap stamped "BCG" found for corner at the beginning of a curve to the right;

THENCE with said curve to the right, with an arc length of 136.90 feet, a radius of 320.00 feet, and a chord bearing S75"56'45"E, 136.86 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE S63"41'36"E, a distance of 245.34 feet to a capped iron rod with plastic cap stamped "BCG" found for the northern most north-east corner of the called 13.166 acre tract of land;

THENCE S18"35'16"E, a distance of 13. 90 feet to a capped iron rod with plastic cap stamped "BCG" found for corner at the beginning of a non-tangent curve to the right;

THENCE with said non-tangent curve to the right, with an arc length of 444.69 feet, a radius of 2170.00', and a chord bearing S33"13'34"W, 443.91 feet a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE S39"05'55"W, a distance of 343.51 feet to a capped iron rod with plastic cap stamped "BCG" found for corner at the beginning of a curve to the right;

THENCE with said curve to the right, with an arc length of 73.00 feet, a radius of 320. 77 feet, and a chord bearing S45"37'05"W, 72.84 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE S52"06'55"W, a distance of 152.33 feet to a capped iron rod with plastic cap stamped "BCG" found for corner at the southern-most southeast corner of the called 13.166 acre tract of land;

THENCE N37"55'28"W, a distance of 210.02 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE N38"05'18"W, a distance of 55.09 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE N44"18'58"W, a distance of 62. 79 to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE N54"41'08"W, a distance of 121.01 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE N70"22'1 O"W, a distance of 29.93 feet to the POINT OF BEGINNING and CONTAINING 573,513 square feet or 13.166 acres of land.

Baxley Street

Classic Ave.

Colette Road

Ryan Spiritas Parkway

Bristle Pine Avenue

Farren Way

Carlyle Park Lane

N46°51'55"E
42.45'

S88°13'57"E 496.98'

543'

178'

N01°45'42"E 185.81'

412'

S63°41'36"E 245.34'

299'

S18°35'16"E
13.90'

A=24°30'44"
R=320.00'
T=69.51'
L=136.90'

A=11°44'29"
R=2170.00'
T=223.12'
L=444.69'

A=17°55'01"
R=1320.00'
T=208.09'
L=412.78'

A=13°04'13"
R=320.00'
T=36.66'
L=73.00'

S46°33'53"W
29.93'

N54°41'05"W
121.01'

N44°18'59"W
62.79'

N38°05'18"W
55.09'

N37°55'29"W
210.02'

S52°06'55"W 152.33'

S39°05'56"W 343.51'

681'

473'

525'

Lot 1, Block A
573,513 Sq. Ft.
13.166 Acres

26' Fire Lane, Access, & Utility Easement

Drop Off Lane

5' Sidewalk

6' Sidewalk

30' Bldg. Line

20' Bldg. Line

35' Bldg. Line

8 Spa. @ 9'=72'

6 Spa. @ 9'=81'

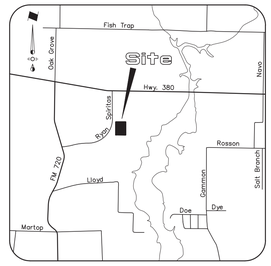
9 Spa. @ 9'=81'
1 Spa. @ 11'=111'

Water Well For Irrigation

Dumpsters With 8' Masonry Screen Wall

FH

0 50 100
GRAPHIC SCALE
1"=50'



VICINITY MAP
NTS

SITE DATA SUMMARY CHART (by phase and in total) to include the following items:		
Site Data Summary	*Existing*	*Proposed*
Existing Zoning	ETJ	ETJ
Front Setback		30'
Side Setback		20'
Rear Setback		36'
Land Use Designation		School
Gross Acreage		13.166
Net Acreage		13.166
Number of Proposed Lots		1
Percentage of Site Coverage		12.8
Area of Impervious Coverage		225,300 sf
Percentage of Impervious Coverage		39.3
Proposed Building Area *(square footage footprint)*		73,365 sf
Number of Single-Story Buildings		0
Number of Two-Story Buildings		1
Maximum Building Height		34'-4"
Proposed Floor Area		114,620 sf
Proposed Floor Area by Use (school)		114,620 sf
Required Parking		125
Provided Parking		126
Standard		119
Handicap		7
Total		126
Inventory Parking		NA
Electric Vehicle Charging Infrastructure		NA
Bicycle Racks		3
Required Loading Spaces		3

Water Meter Schedule				
I.D.	Type	Size	No.	Sewer
①	Domestic	2"	2	6"
②	Irrigation	2"	1	–

SITE PLAN

SPIRITAS RANCH ELEMENTARY SCHOOL

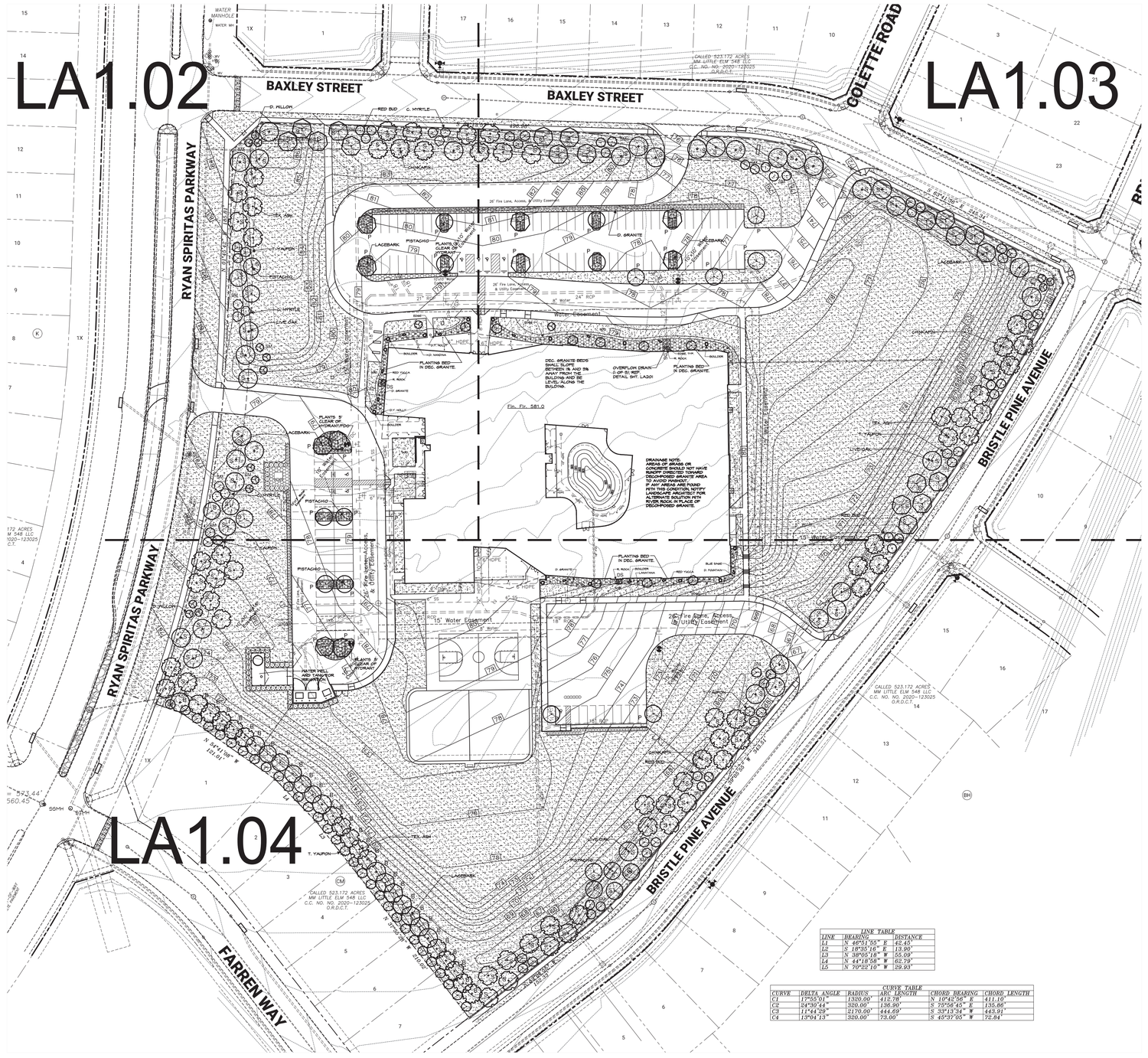
Lot 1, Block A

13.166 Acres Situated In The
M. JONES SURVEY ~ ABST. 662
LITTLE ELM, DENTON COUNTY, TEXAS

Owner
Denton Independent School District
1307 North Locust Street
Denton, TX 76201
Telephone 940 369-0000
bboyter@dentonisd.org

Engineer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Seth@rlkengineering.com
Telephone 972 359-1733

April 18, 2023



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 46°51'55" E	42.45'
L2	S 18°35'16" E	13.90'
L3	N 38°05'16" W	155.09'
L4	N 44°18'58" W	62.79'
L5	N 70°22'10" W	29.93'

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	17°58'01"	1320.00'	413.78'	N 10°45'56" E	411.10'
C2	24°30'44"	320.00'	136.90'	S 75°56'45" E	135.86'
C3	11°44'29"	2170.00'	444.69'	S 33°13'34" W	443.91'
C4	13°04'15"	320.00'	73.00'	S 45°37'05" W	72.84'

NORTH

0 50 100

SCALE: 1" = 50'-0"

Owner
Denton Independent School District
1307 North Locust
Denton, TX 76201
Telephone 940-387-6151

Preparer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

RAMSEY LANDSCAPE ARCHITECTS, LLC
11914 WISHING WELL CT.
FRISCO, TEXAS 75035
PHONE (469) 362-5433
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

NEW DENTON ELEMENTARY SCHOOL
SPIRITAS RANCH SITE

OVERALL LANDSCAPE PLAN

STATE OF TEXAS
MICHAEL W. RAMSEY
1901
REGISTERED LANDSCAPE ARCHITECT
4-3-23

ISSUES/
REVISIONS

DATE: 04/03/2023
SCALE: 1"=50'

SHEET No.
LA1.01

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave., Suite 130
Dallas, Texas 75202
pflugerarchitects.com

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

NEW DENTON ELEMENTARY SCHOOL
SPIRITAS RANCH SITE

PROJECT NO. 22-023
DATE: 04/03/2023
DRAWN BY: RLA CHECKED BY: RLA
REVISIONS:

No.	Date	Description

BIDDING AND
PERMITTING SET
LA1.01
OVERALL
LANDSCAPE PLAN

ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4

EXTERIOR FACADE MATERIAL BREAKDOWN

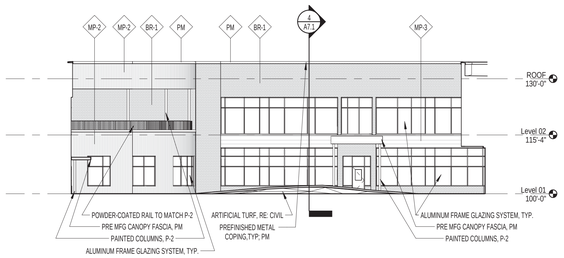
ELEVATION	BRICK/GLAZING (SF)		METAL PANEL (SF)		TOTAL AREA (SF)	
WEST	7371	**86.7%**	1126	**13.3%**	8497	100%
SOUTH	8439	**72.1%**	3271	**27.9%**	11,710	100%
NORTH	8806	**76.1%**	2771	**23.9%**	11,577	100%
EAST	4597	**57.2%**	3438	**42.8%**	8035	100%

EXTERIOR FINISH SCHEDULE - BASIS OF DESIGN - S

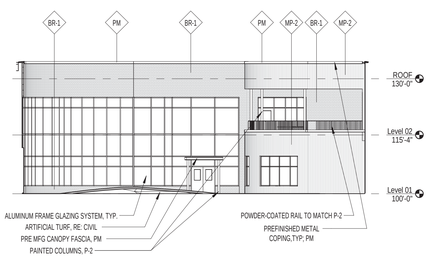
SYM.	TAG	MATERIAL	MANUFACTURER	STYLE	COLOR	COMMENTS
	BR-1	THIN BRICK VENEER	METRO	MODULAR	SCHOOL HOUSE RED IRON SPOT	HORIZONTAL RUNNING BOND
	BR-1A	THIN BRICK VENEER	KING KLINKER	AMERICAN IMPERIAL	KING CRIMSON	VERTICAL RUNNING THIRD BOND (ADD ALTERNATE #1)
	BR-2	MODULAR BRICK	ACME	MODULAR	ROXBURY	VELOUR FINISH, AT DUMPSTER WALL AND MARQUEE SIGN ONLY
	BR-3	THIN BRICK VENEER	METRO	MODULAR	CHARCOAL IRON SPOT	HORIZONTAL RUNNING BOND (AT WATER TABLE)
	CFL-1	CONCRETE FORM LINER	FITZGERALD FORMLINERS	14385-PORTLAND RIB	-	14385 PORTLAND RIB, 1.5" DEEP RANDOM RIBS, REPEATS ON 24" CENTERS (SPIRITAS SITE ONLY)
	MP-1	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	CUPRAL	FLAT (AT WINDOWS)
	MP-2	CORRUGATED METAL PANEL	PAC-CLAD	BOX RIB	COPPER PENNY	VERTICAL CORRUGATION; RANDOMIZED PATTERN: 25% EACH OF PROFILES 1, 2, 3, 4
	MP-3	FLUSH METAL PANEL	PAC-CLAD	FLUSH	MANSARD BROWN	12" WIDE & (2) PENCIL RIBS PROFILE, RUN HORIZONTALLY
	MP-4	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	STATUARY BRONZE	FLAT (AT METAL PANEL WALL BUMP-OUTS/CORNICE/COPING)
	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	FLUSH	TERRA COTTA	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	FLUSH	COPPER PENNY	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	GL1	INSULATED GLAZING UNITS	VITRO	SOLARBAN 90	CLEAR ON CLEAR	-
	AL	ANODIZED ALUMINUM	-	-	DARK BRONZE	-
	HM	HOLLOW METAL FINISH	-	-	FINISH TO MATCH P-2	-
	PM	PRE-FINISHED METAL	-	-	FINISH TO MATCH P-2	FASCIAS, COPING, DOWNSPOUTS, ETC
	PC	POWDER COAT FINISH	-	-	FINISH TO MATCH P-2	RAILING BALLUSTERS, REF TYP. RAILING ELEVATIONS.
	P-2	PAINT	SHERWIN WILLIAMS	REF. SPECS	SW7048 URBANE BRONZE	COLUMNS, HOLLOW METAL FRAME/DOOR TRIM
	EPT	EXTERIOR PAVER TILE	WAUSAU	RIVERSIDE 24"x24"x2"	HRS-60	FOR USE ON PEDESTAL SUPPORTED DECK SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG		-	-	-

ELEVATION GENERAL NOTES

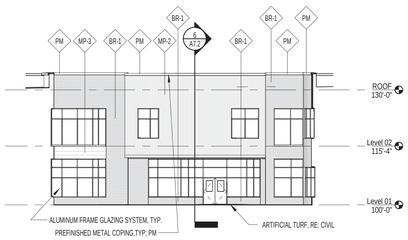
1. MEJ LOCATIONS AT VENEER MASONRY INSTALLED ON PRE-FABRICATED WALLS:
   A. MEJ'S OCCUR AT PANEL BREAKS, PROVIDE BACKER ROD AND SEALANT AT EACH PANEL JOINT. ADDITIONAL CONTROL JOINTS AT DOOR OPENINGS AS CALLED OUT ON ELARGED PANEL ELEVATIONS.
2. MEJ LOCATIONS AT CONVENTIONALLY INSTALLED VENEER MASONRY:
   A. NO LESS THAN 3'-4" FROM OUTSIDE CORNERS AT CMU BACKED WALLS, U.N.O.
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
   C. VERTICAL MEJ REQUIRED AT EVERY EXTERIOR OPENING
3. CJ LOCATIONS IN NON- MASONRY VENEERS:
   A. ALIGN WITH MAS CJS BEHIND
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
4. REFER TO ROOF PLAN DRAWINGS FOR DOWNSPOUT, GUTTER, EJ, SCUPPER, AND ROOF LADDER LOCATIONS
5. REFER TO SHEET A9.00 FOR ADDITIONAL EXTERIOR FINISHES AND FINISH NOTES
6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
7. PRE-FINISHED METAL COPING AND DOWNSPOUTS (PM) TO MATCH COLOR OF AL
8. CONTINUE MASONRY ACCENT SCHEME AT ALL EXT. WALLS, INCLUDING AT ENTRIES, COLUMNS, AND WALLS NOT SHOWN ON ELEVATIONS.
9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA 501.2.03
10. REFER TO CLOAK FLASHING DETAILS FOR TYPICAL FLASHING CONFIGURATIONS
11. ALL SEALANT OF JOINTS AT BRICK TO MATCH BR-1
12. ALL SEALANT OF JOINTS AT ALUMINUM COMPOSITE METAL PANEL TO MATCH MP-1
13. FOR DOOR AND WINDOW TYPES AT EXTERIOR PRE-FABRICATED PANEL, ICF, AND CONVENTIONAL CONSTRUCTION ELEVATIONS, RE: A6.2-A6.4



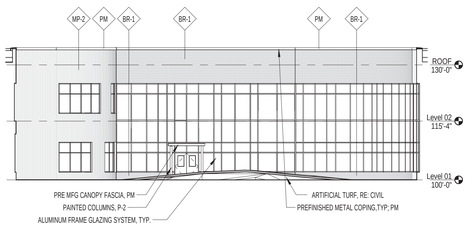
COURTYARD - WEST ELEVATION 8
SCALE: 1/16" = 1'-0"



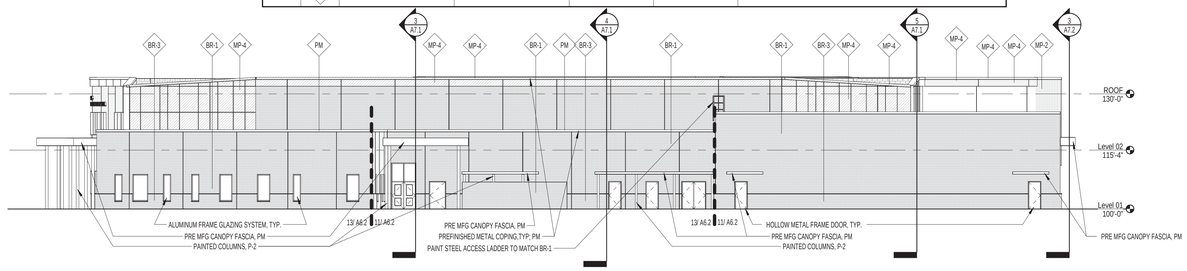
COURTYARD - SOUTH ELEVATION 7
SCALE: 1/16" = 1'-0"



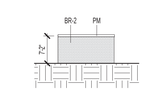
COURTYARD - NORTH ELEVATION 6
SCALE: 1/16" = 1'-0"



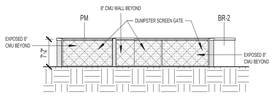
COURTYARD - EAST ELEVATION 5
SCALE: 1/16" = 1'-0"



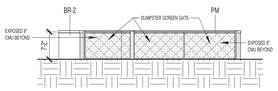
WEST ELEVATION 4
SCALE: 1/16" = 1'-0"



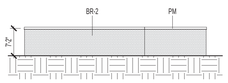
DUMPSTER SCREEN - WEST 14
SCALE: 1/16" = 1'-0"



DUMPSTER SCREEN - NORTH 2 13
SCALE: 1/16" = 1'-0"



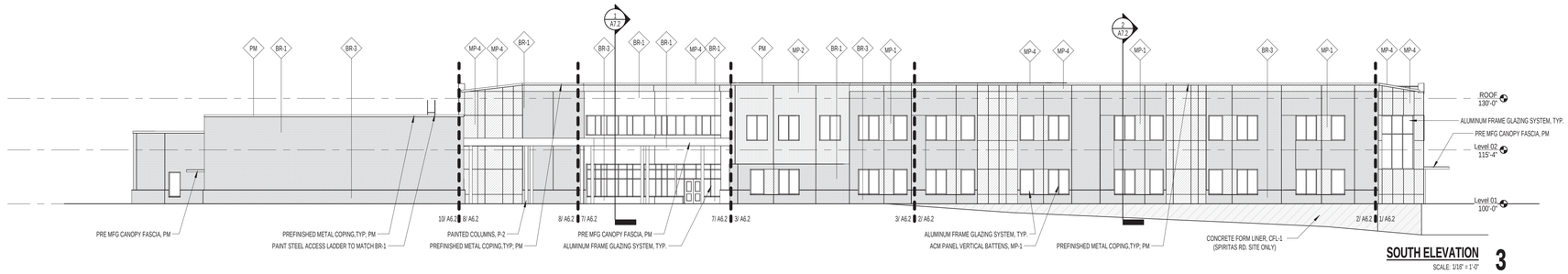
DUMPSTER SCREEN - NORTH 1 12
SCALE: 1/16" = 1'-0"



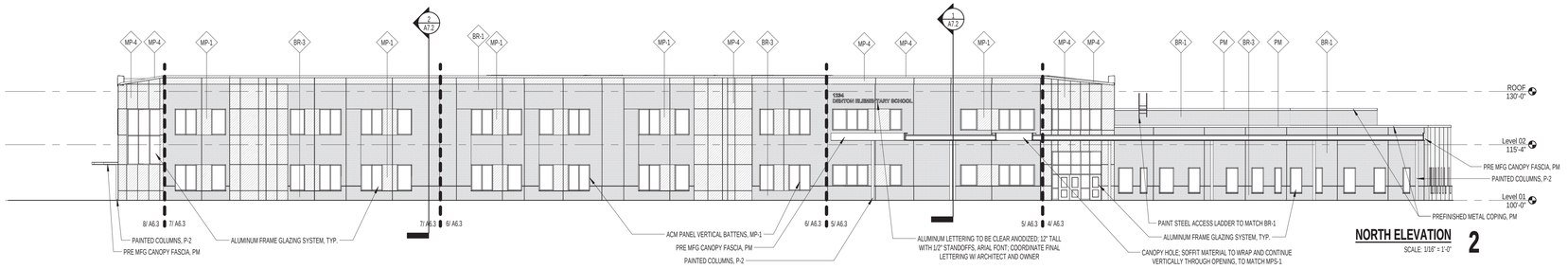
DUMPSTER SCREEN - SOUTH 2 11
SCALE: 1/16" = 1'-0"

DUMPSTER SCREEN - SOUTH 1 10
SCALE: 1/16" = 1'-0"

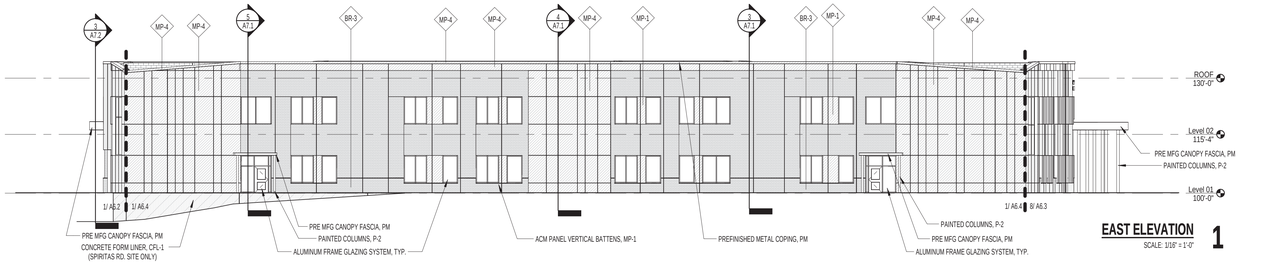
DUMPSTER SCREEN - EAST 9
SCALE: 1/16" = 1'-0"



SOUTH ELEVATION 3
SCALE: 1/16" = 1'-0"



NORTH ELEVATION 2
SCALE: 1/16" = 1'-0"



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

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
SPIRITAS RANCH SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

REGISTERED ARCHITECT
CHRISTOPHER R. MARTIN
STATE OF TEXAS
19685
DATE: 04/03/2023

PROJECT NO. 22-022
DATE: 04/03/2023
DRAWN BY: DRW CHECKED BY: CMM
REVISIONS:

No.	Date	Description
1	04/14/2023	ADDENDUM 1

BIDDING AND PERMITTING SET

A6.1
EXTERIOR ELEVATIONS

4/25/2023 9:48:49 AM Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-022_ARCH_Denton_ES Prototype_R23.rvt

ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4

EXTERIOR FACADE MATERIAL BREAKDOWN

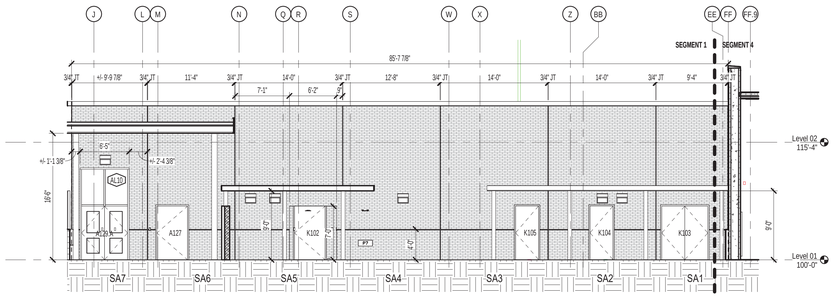
ELEVATION	BRICK/GLAZING (SF)		METAL PANEL (SF)		TOTAL AREA (SF)	
WEST	7371	**86.7%**	1126	**13.3%**	8497	100%
SOUTH	8439	**72.1%**	3271	**27.9%**	11,710	100%
NORTH	8806	**76.1%**	2771	**23.9%**	11,577	100%
EAST	4597	**57.2%**	3438	**42.8%**	8035	100%

EXTERIOR FINISH SCHEDULE - BASIS OF DESIGN - S

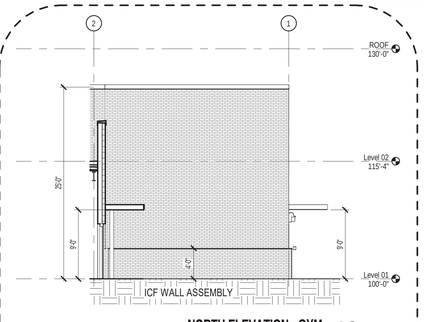
SYM.	TAG	MATERIAL	MANUFACTURER	STYLE	COLOR	COMMENTS
	BR-1	THIN BRICK VENEER	METRO	MODULAR	SCHOOL HOUSE RED IRON SPOT	HORIZONTAL RUNNING BOND
	BR-1A	THIN BRICK VENEER	KING KLINKER	AMERICAN IMPERIAL	KING CRIMSON	VERTICAL RUNNING THIRD BOND (ADD ALTERNATE #1)
	BR-2	MODULAR BRICK	ACME	MODULAR	ROXBURY	VELOUR FINISH, AT DUMPSTER WALL AND MARQUEE SIGN ONLY
	BR-3	THIN BRICK VENEER	METRO	MODULAR	CHARCOAL IRON SPOT	HORIZONTAL RUNNING BOND (AT WATER TABLE)
	CFL-1	CONCRETE FORM LINER	FITZGERALD FORMLINERS	14385 PORTLAND RIB	-	14385 PORTLAND RIB, 1.5" DEEP RANDOM RIBS, REPEATS ON 24" CENTERS (SPIRITAS SITE ONLY)
	MP-1	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	CUPRAL	FLAT (AT WINDOWS)
	MP-2	CORRUGATED METAL PANEL	PAC-CLAD	BOX RIB	COPPER PENNY	VERTICAL CORRUGATION; RANDOMIZED PATTERN: 25% EACH OF PROFILES 1, 2, 3, 4
	MP-3	FLUSH METAL PANEL	PAC-CLAD	FLUSH	MANSARD BROWN	12" WIDE & (2) PENCIL RIBS PROFILE, RUN HORIZONTALLY
	MP-4	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	STATUARY BRONZE	FLAT (AT METAL PANEL WALL BUMP-OUTS/CORNICE/COPING)
	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	FLUSH	TERRA COTTA	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	FLUSH	COPPER PENNY	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	GL1	INSULATED GLAZING UNITS	VITRO	SOLARBAN 90	CLEAR ON CLEAR	-
	AL	ANODIZED ALUMINUM	-	-	DARK BRONZE	-
	HM	HOLLOW METAL FINISH	-	-	FINISH TO MATCH P-2	-
	PM	PRE-FINISHED METAL	-	-	FINISH TO MATCH P-2	FASCIAS, COPING, DOWNSPOUTS, ETC
	PC	POWDER COAT FINISH	-	-	FINISH TO MATCH P-2	RAILING BALLUSTERS, REF TYP. RAILING ELEVATIONS.
	P-2	PAINT	SHERWIN WILLIAMS	REF. SPECS	SW7048 URBANE BRONZE	COLUMNS, HOLLOW METAL FRAMED/DOOR TRIM
	EPT	EXTERIOR PAVER TILE	WAUSAU	RIVERSIDE 24"x24"x2"	HRS-60	FOR USE ON PEDESTAL SUPPORTED DECK SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG		-	-	-

ELEVATION GENERAL NOTES

1. MEJ LOCATIONS AT VENEER MASONRY INSTALLED ON PRE-FABRICATED WALLS:
   A. MEJ'S OCCUR AT PANEL BREAKS, PROVIDE BACKER ROD AND SEALANT AT EACH PANEL JOINT. ADDITIONAL CONTROL JOINTS AT DOOR OPENINGS AS CALLED OUT ON ELARGED PANEL ELEVATIONS.
2. MEJ LOCATIONS AT CONVENTIONALLY INSTALLED VENEER MASONRY:
   A. NO LESS THAN 2'-4" FROM OUTSIDE CORNERS AT CMU BACKED WALLS, U.N.O.
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
   C. VERTICAL MEJ REQUIRED AT EVERY EXTERIOR OPENING
3. CJ LOCATIONS IN NON- MASONRY VENEERS:
   A. ALIGN WITH MAS CJS BEHIND
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
4. REFER TO ROOF PLAN DRAWINGS FOR DOWNSPOUT, GUTTER, EJ, SCUPPER, AND ROOF LADDER LOCATIONS
5. REFER TO SHEET A9.00 FOR ADDITIONAL EXTERIOR FINISHES AND FINISH NOTES
6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
7. PRE-FINISHED METAL COPING AND DOWNSPOUTS (PM) TO MATCH COLOR OF AL
8. CONTINUE MASONRY ACCENT SCHEME AT ALL EXT. WALLS, INCLUDING AT ENTRIES, COLUMNS, AND WALLS NOT SHOWN ON ELEVATIONS.
9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA 501.2.03
10. REFER TO CLOAK FLASHING DETAILS FOR TYPICAL FLASHING CONFIGURATIONS
11. ALL SEALANT OF JOINTS AT BRICK TO MATCH BR-1
12. ALL SEALANT OF JOINTS AT ALUMINUM COMPOSITE METAL PANEL TO MATCH MP-1
13. FOR DOOR AND WINDOW TYPES AT EXTERIOR PRE-FABRICATED PANEL, ICF, AND CONVENTIONAL CONSTRUCTION ELEVATIONS, RE: A6.2-A6.4

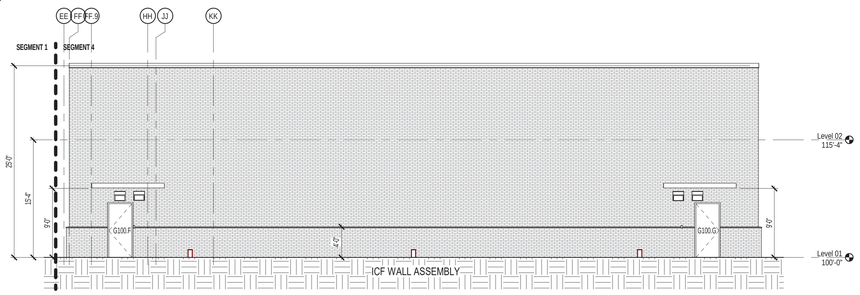


WEST ELEVATION - WALL PANELIZATION 13
SCALE: 1/8" = 1'-0"

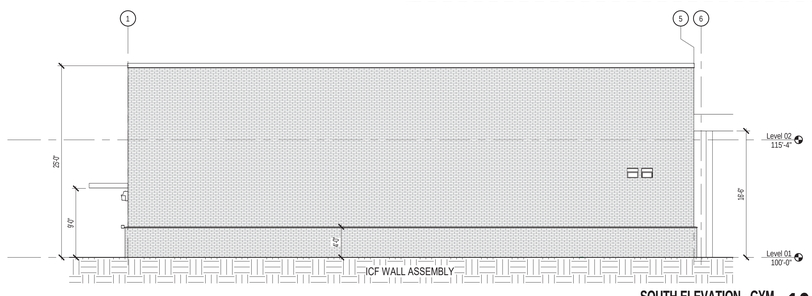


NORTH ELEVATION - GYM 12
SCALE: 1/8" = 1'-0"

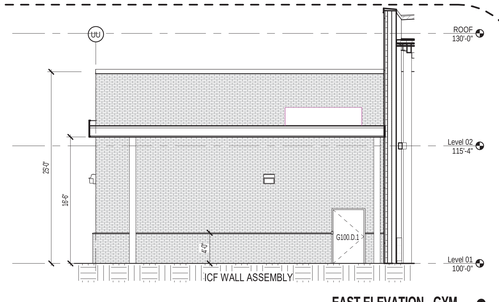
ICF WALL ASSEMBLY: SHOWN FOR CONTEXT



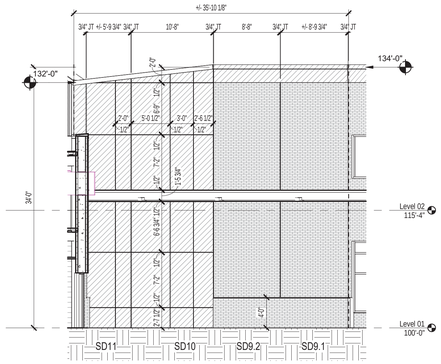
WEST ELEVATION - GYM 11
SCALE: 1/8" = 1'-0"



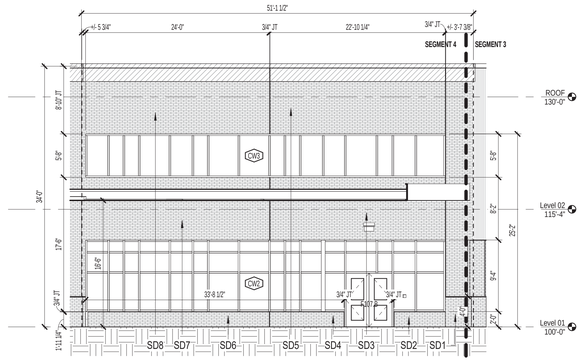
SOUTH ELEVATION - GYM 10
SCALE: 1/8" = 1'-0"



EAST ELEVATION - GYM 9
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION - WALL PANELIZATION 8
SCALE: 1/8" = 1'-0"



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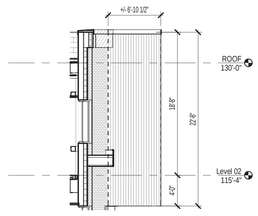

SOUTH ELEVATION - WALL PANELIZATION 6
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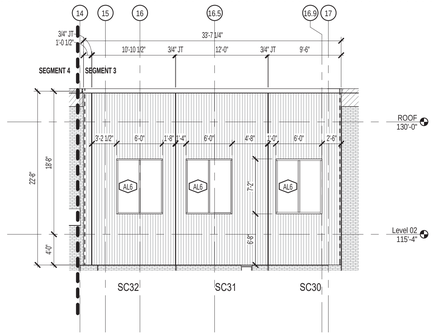

SOUTH ELEVATION - WALL PANELIZATION 5
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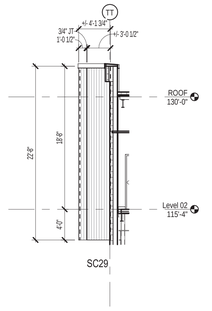

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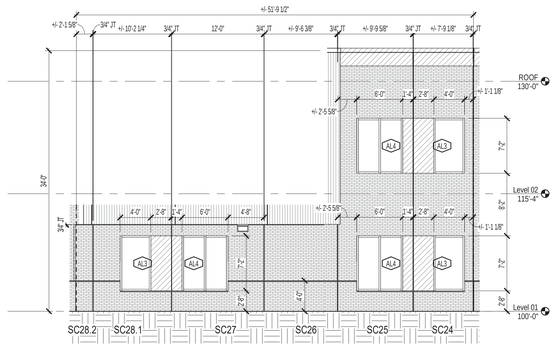

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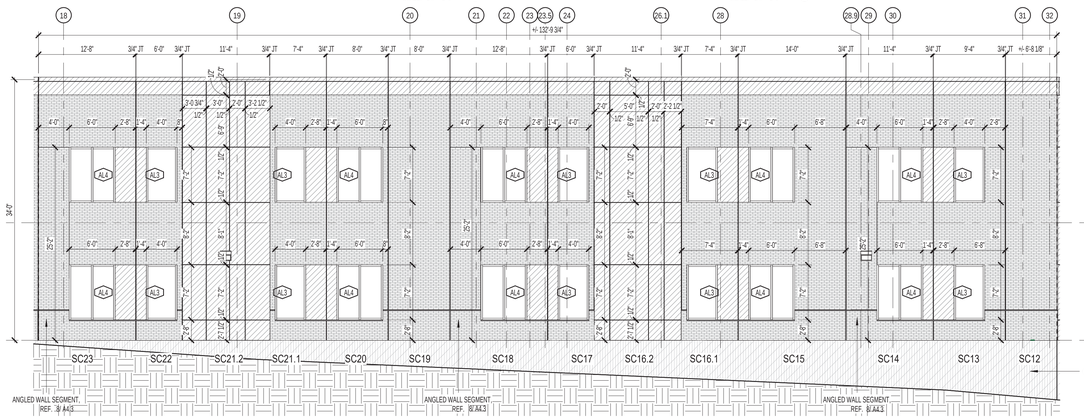
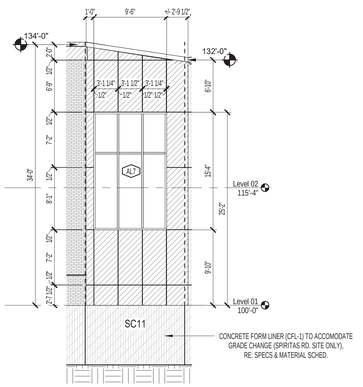


SOUTH ELEVATION - WALL PANELIZATION 2
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION - WALL PANELIZATION 1
SCALE: 1/8" = 1'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
Dallas, Texas 75202
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NEW DENTON ISD ELEMENTARY SCHOOL
SPIRITAS RANCH SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

REGISTERED ARCHITECT
TEXAS
DATE: 04/03/2023

PROJECT NO. 22-022
DATE: 04/03/2023
DRAWN BY: DRW CHECKED BY: CMM
REVISIONS:

Δ	Date	Description
1	04/14/2023	ADDENDUM 1
3	00/00/0000	ADDENDUM 3 - POST BID

BIDDING AND PERMITTING SET

A6.2
EXTERIOR PANEL ELEVATIONS

Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-022_ARCH_Denton_ES Prototype_R23.rvt
4/25/2023 9:48:51 AM

ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4

EXTERIOR FACADE MATERIAL BREAKDOWN

ELEVATION	BRICK/GLAZING (SF)		METAL PANEL (SF)		TOTAL AREA (SF)	
WEST	7371	**86.7%**	1126	**13.3%**	8497	100%
SOUTH	8439	**72.1%**	3271	**27.9%**	11,710	100%
NORTH	8806	**76.1%**	2771	**23.9%**	11,577	100%
EAST	4597	**57.2%**	3438	**42.8%**	8035	100%

EXTERIOR FINISH SCHEDULE - BASIS OF DESIGN - S

SYM.	TAG	MATERIAL	MANUFACTURER	STYLE	COLOR	COMMENTS
	BR-1	THIN BRICK VENEER	METRO	MODULAR	SCHOOL HOUSE RED IRON SPOT	HORIZONTAL RUNNING BOND
	BR-1A	THIN BRICK VENEER	KING KLINKER	AMERICAN IMPERIAL	KING CRIMSON	VERTICAL RUNNING THIRD BOND (ADD ALTERNATE #1)
	BR-2	MODULAR BRICK	ACME	MODULAR	ROXBURY	VELOUR FINISH, AT DUMPSTER WALL AND MARQUEE SIGN ONLY
	BR-3	THIN BRICK VENEER	METRO	MODULAR	CHARCOAL IRON SPOT	HORIZONTAL RUNNING BOND (AT WATER TABLE)
	CFL-1	CONCRETE FORM LINER	FITZGERALD FORMLINERS	14385-PORTLAND RIB	-	14385 PORTLAND RIB, 1.5" DEEP RANDOM RIBS, REPEATS ON 24" CENTERS (SPIRITAS SITE ONLY)
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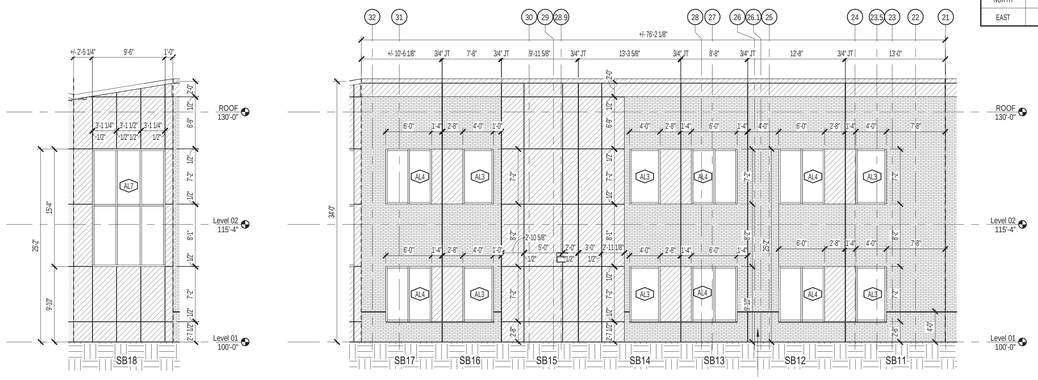
	MP-3	FLUSH METAL PANEL	PAC-CLAD	FLUSH	MANSARD BROWN	12" WIDE & (2) PENCIL RIBS PROFILE, RUN HORIZONTALLY
	MP-4	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	STATUARY BRONZE	FLAT (AT METAL PANEL WALL BUMP-OUTS/CORNICE/COPING)
	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	FLUSH	TERRA COTTA	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	FLUSH	COPPER PENNY	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	GL1	INSULATED GLAZING UNITS	VITRO	SOLARBAN 90	CLEAR ON CLEAR	-
	AL	ANODIZED ALUMINUM	-	-	DARK BRONZE	-
	HM	HOLLOW METAL FINISH	-	-	FINISH TO MATCH P-2	-
	PM	PRE-FINISHED METAL	-	-	FINISH TO MATCH P-2	FASCIAS, COPING, DOWNSPOUTS, ETC
	PC	POWDER COAT FINISH	-	-	FINISH TO MATCH P-2	RAILING BALLUSTERS, REF TYP. RAILING ELEVATIONS.
	P-2	PAINT	SHERWIN WILLIAMS	REF. SPECS	SW7048 URBANE BRONZE	COLUMNS, HOLLOW METAL FRAME/DOOR TRIM
	EPT	EXTERIOR PAVER TILE	WAUSAU	RIVERSIDE 24"x24"x2"	HRS-60	FOR USE ON PEDESTAL SUPPORTED DECK SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG		-	-	-

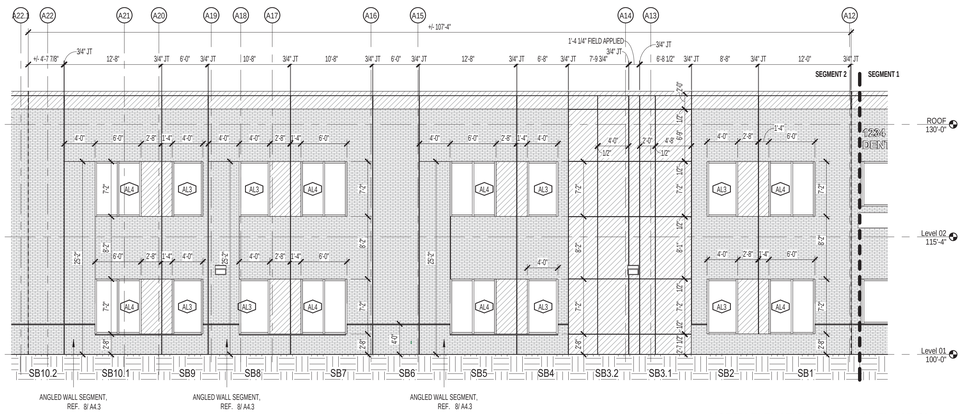
ELEVATION GENERAL NOTES

1. MEJ LOCATIONS AT VENEER MASONRY INSTALLED ON PRE-FABRICATED WALLS:
   A. MEJ'S OCCUR AT PANEL BREAKS, PROVIDE BACKER ROD AND SEALANT AT EACH PANEL JOINT. ADDITIONAL CONTROL JOINTS AT DOOR OPENINGS AS CALLED OUT ON ELARGED PANEL ELEVATIONS.
2. MEJ LOCATIONS AT CONVENTIONALLY INSTALLED VENEER MASONRY:
   A. NO LESS THAN 2'-4" FROM OUTSIDE CORNERS AT CMU BACKED WALLS, U.N.O.
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
   C. VERTICAL MEJ REQUIRED AT EVERY EXTERIOR OPENING
3. CJ LOCATIONS IN NON- MASONRY VENEERS:
   A. ALIGN WITH MAS CJS BEHIND
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
4. REFER TO ROOF PLAN DRAWINGS FOR DOWNSPOUT, GUTTER, EJ, SCUPPER, AND ROOF LADDER LOCATIONS
5. REFER TO SHEET A9.00 FOR ADDITIONAL EXTERIOR FINISHES AND FINISH NOTES
6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
7. PRE-FINISHED METAL COPING AND DOWNSPOUTS (PM) TO MATCH COLOR OF AL
8. CONTINUE MASONRY ACCENT SCHEME AT ALL EXT. WALLS, INCLUDING AT ENTRIES, COLUMNS, AND WALLS NOT SHOWN ON ELEVATIONS.
9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA 501.2.03
10. REFER TO CLOAK FLASHING DETAILS FOR TYPICAL FLASHING CONFIGURATIONS
11. ALL SEALANT OF JOINTS AT BRICK TO MATCH BR-1
12. ALL SEALANT OF JOINTS AT ALUMINUM COMPOSITE METAL PANEL TO MATCH MP-1
13. FOR DOOR AND WINDOW TYPES AT EXTERIOR PRE-FABRICATED PANEL, ICF, AND CONVENTIONAL CONSTRUCTION ELEVATIONS, RE: A6.2-A6.4

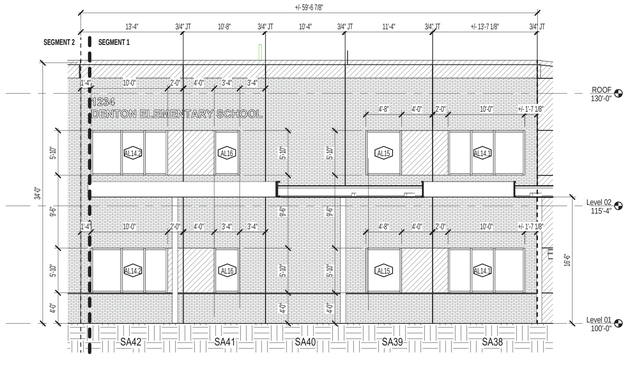


NORTH ELEVATION - WALL PANELIZATION 8
SCALE: 1/8" = 1'-0"

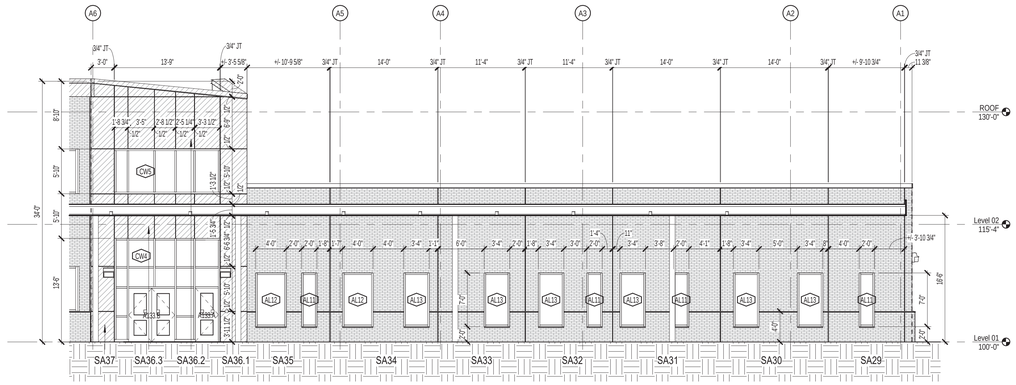
NORTH ELEVATION - WALL PANELIZATION 7
SCALE: 1/8" = 1'-0"



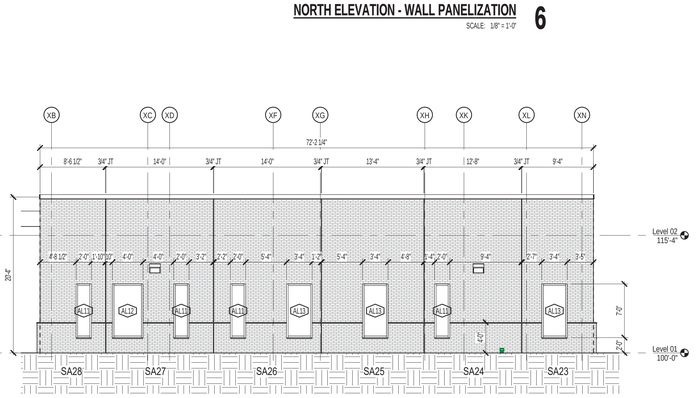
NORTH ELEVATION - WALL PANELIZATION 6
SCALE: 1/8" = 1'-0"



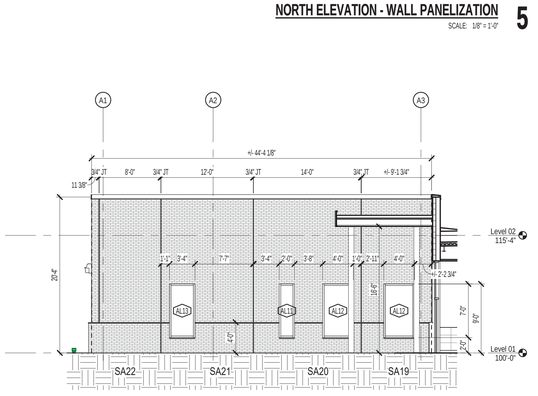
NORTH ELEVATION - WALL PANELIZATION 5
SCALE: 1/8" = 1'-0"



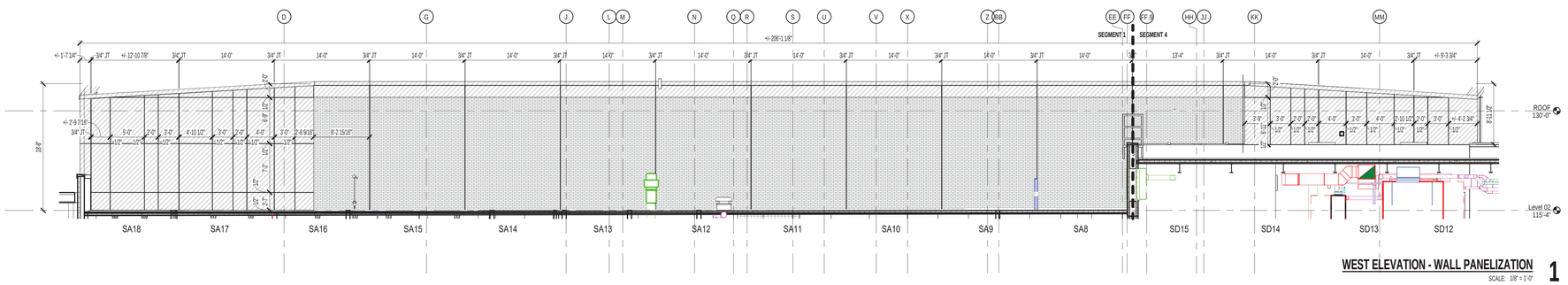
NORTH ELEVATION - WALL PANELIZATION 4
SCALE: 1/8" = 1'-0"



WEST ELEVATION - WALL PANELIZATION 3
SCALE: 1/8" = 1'-0"



WEST ELEVATION - WALL PANELIZATION 2
SCALE: 1/8" = 1'-0"



WEST ELEVATION - WALL PANELIZATION 1
SCALE: 1/8" = 1'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
SPIRITAS RANCH SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

REGISTERED ARCHITECT
CHAD RICHARD MILLER
STATE OF TEXAS
DATE: 04/03/2023

PROJECT NO. 22-022
DATE: 04/03/2023
DRAWN BY: DRW CHECKED BY: CMM
REVISIONS:

Δ	Date	Description
1	04/14/2023	ADDENDUM 1
3	00/00/0000	ADDENDUM 3 - POST BID

BIDDING AND PERMITTING SET

A6.3
EXTERIOR PANEL ELEVATIONS

4/25/2023 9:48:53 AM Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-022_ARCH_Denton_ES Prototype_R23.rvt

ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4

EXTERIOR FACADE MATERIAL BREAKDOWN

ELEVATION	BRICK/GLAZING (SF)		METAL PANEL (SF)		TOTAL AREA (SF)	
WEST	7371	**86.7%**	1126	**13.3%**	8497	100%
SOUTH	8439	**72.1%**	3271	**27.9%**	11,710	100%
NORTH	8806	**76.1%**	2771	**23.9%**	11,577	100%
EAST	4597	**57.2%**	3438	**42.8%**	8035	100%

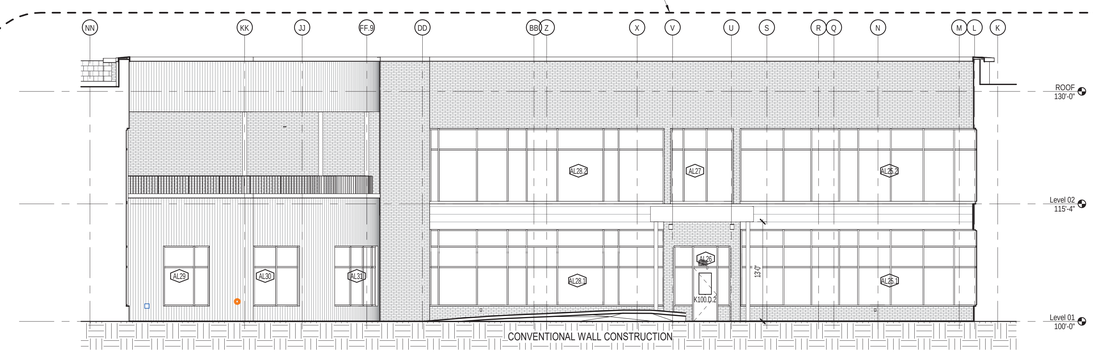
EXTERIOR FINISH SCHEDULE - BASIS OF DESIGN - S

SYM.	TAG	MATERIAL	MANUFACTURER	STYLE	COLOR	COMMENTS
	BR-1	THIN BRICK VENEER	METRO	MODULAR	SCHOOL HOUSE RED IRON SPOT	HORIZONTAL RUNNING BOND
	BR-1A	THIN BRICK VENEER	KING KLINKER	AMERICAN IMPERIAL	KING CRIMSON	VERTICAL RUNNING THIRD BOND (ADD ALTERNATE #1)
	BR-2	MODULAR BRICK	ACME	MODULAR	ROXBURY	VELOUR FINISH, AT DUMPSTER WALL AND MARQUEE SIGN ONLY
	BR-3	THIN BRICK VENEER	METRO	MODULAR	CHARCOAL IRON SPOT	HORIZONTAL RUNNING BOND (AT WATER TABLE)
	CFL-1	CONCRETE FORM LINER	FITZGERALD FORMLINERS	14385 PORTLAND RIB	-	14385 PORTLAND RIB, 1.5" DEEP RANDOM RIBS, REPEATS ON 24" CENTERS (SPIRITAS SITE ONLY)
	MP-1	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	CUPRAL	FLAT (AT WINDOWS)
	MP-2	CORRUGATED METAL PANEL	PAC-CLAD	BOX RIB	COPPER PENNY	VERTICAL CORRUGATION: RANDOMIZED PATTERN: 25% EACH OF PROFILES 1, 2, 3, 4
	MP-3	FLUSH METAL PANEL	PAC-CLAD	FLUSH	MANSARD BROWN	12" WIDE & (2) PENCIL RIBS PROFILE, RUN HORIZONTALLY
	MP-4	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	STATUARY BRONZE	FLAT (AT METAL PANEL WALL BUMP-OUTS/CORNICE/COPING)
	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	FLUSH	TERRA COTTA	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	FLUSH	COPPER PENNY	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	GL1	INSULATED GLAZING UNITS	VITRO	SOLARBAN 90	CLEAR ON CLEAR	-
	AL	ANODIZED ALUMINUM	-	-	DARK BRONZE	-
	HM	HOLLOW METAL FINISH	-	-	FINISH TO MATCH P-2	-
	PM	PRE-FINISHED METAL	-	-	FINISH TO MATCH P-2	FASCIAS, COPING, DOWNSPOUTS, ETC
	PC	POWDER COAT FINISH	-	-	FINISH TO MATCH P-2	RAILING BALLUSTERS, REF TYP. RAILING ELEVATIONS.
	P-2	PAINT	SHERWIN WILLIAMS	REF. SPECS	SW7048 URBANE BRONZE	COLUMNS, HOLLOW METAL FRAME/DOOR TRIM
	EPT	EXTERIOR PAVER TILE	WAUSAU	RIVERSIDE 24"x24"x2"	HRS-60	FOR USE ON PEDESTAL SUPPORTED DECK SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG		-	-	-

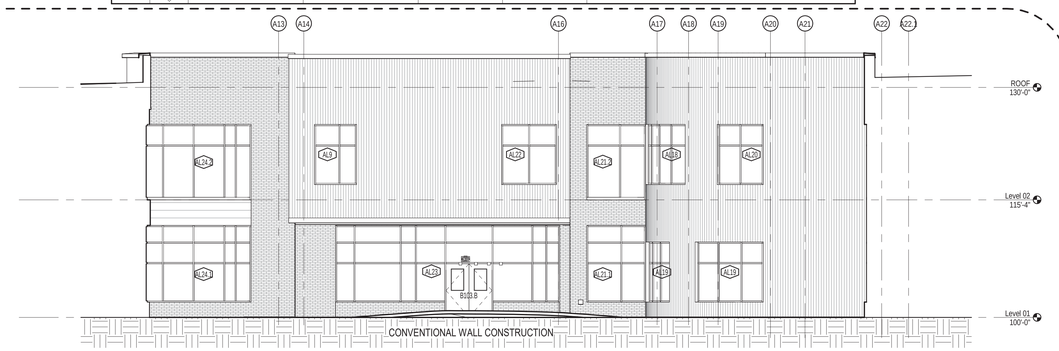
ELEVATION GENERAL NOTES

1. MEJ LOCATIONS AT VENEER MASONRY INSTALLED ON PRE-FABRICATED WALLS :
   A. MEJ'S OCCUR AT PANEL BREAKS, PROVIDE BACKER ROD AND SEALANT AT EACH PANEL JOINT. ADDITIONAL CONTROL JOINTS AT DOOR OPENINGS AS CALLED OUT ON ELARGED PANEL ELEVATIONS.
2. MEJ LOCATIONS AT CONVENTIONALLY INSTALLED VENEER MASONRY:
   A. NO LESS THAN 2'-4" FROM OUTSIDE CORNERS AT CMU BACKED WALLS, U.N.O.
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
   C. VERTICAL MEJ REQUIRED AT EVERY EXTERIOR OPENING
3. CJ LOCATIONS IN NON- MASONRY VENEERS:
   A. ALIGN WITH MAS CJS BEHIND
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
4. REFER TO ROOF PLAN DRAWINGS FOR DOWNSPOUT, GUTTER, EJ, SCUPPER, AND ROOF LADDER LOCATIONS
5. REFER TO SHEET A9.00 FOR ADDITIONAL EXTERIOR FINISHES AND FINISH NOTES
6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
7. PRE-FINISHED METAL COPING AND DOWNSPOUTS (PM) TO MATCH COLOR OF AL
8. CONTINUE MASONRY ACCENT SCHEME AT ALL EXT. WALLS, INCLUDING AT ENTRIES, COLUMNS, AND WALLS NOT SHOWN ON ELEVATIONS.
9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA 501.2.03
10. REFER TO CLOAK FLASHING DETAILS FOR TYPICAL FLASHING CONFIGURATIONS
11. ALL SEALANT OF JOINTS AT BRICK TO MATCH BR-1
12. ALL SEALANT OF JOINTS AT ALUMINUM COMPOSITE METAL PANEL TO MATCH MP-1
13. FOR DOOR AND WINDOW TYPES AT EXTERIOR PRE-FABRICATED PANEL, ICF, AND CONVENTIONAL CONSTRUCTION ELEVATIONS, RE: A6.2-A6.4

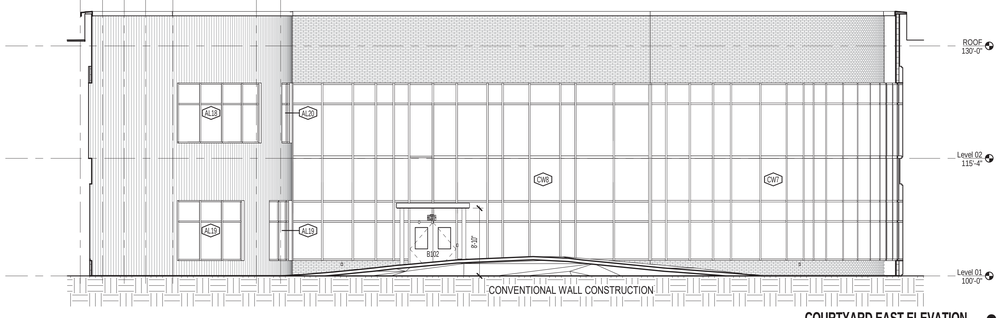
CONVENTIONAL CFMF CONSTRUCTION: SHOWN FOR CONTEXT



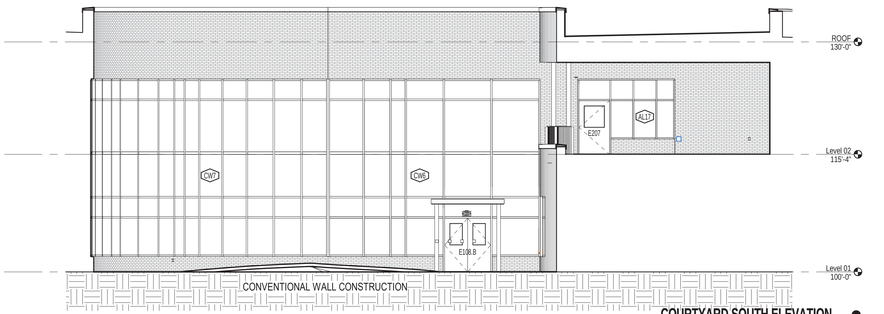
COURTYARD WEST ELEVATION 5
SCALE: 1/8" = 1'-0"



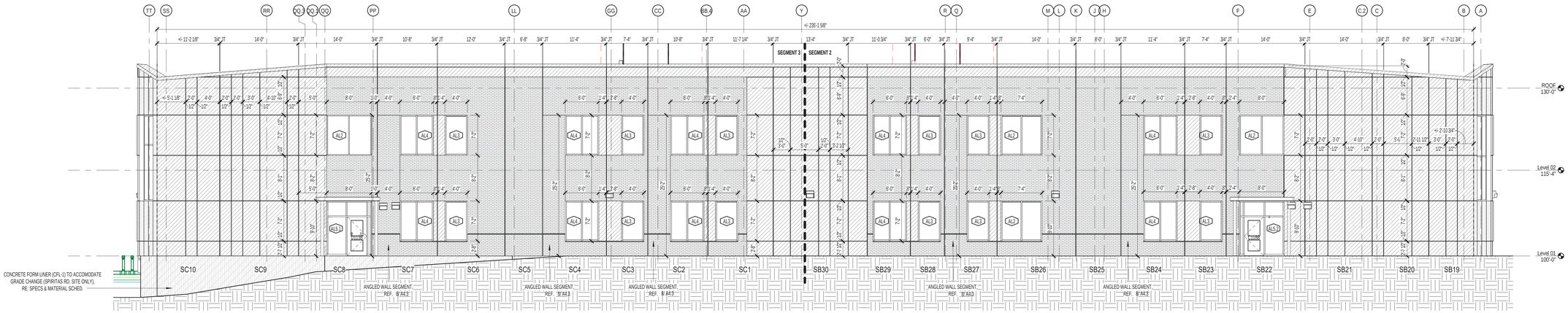
COURTYARD NORTH ELEVATION 4
SCALE: 1/8" = 1'-0"



COURTYARD EAST ELEVATION 3
SCALE: 1/8" = 1'-0"



COURTYARD SOUTH ELEVATION 2
SCALE: 1/8" = 1'-0"



EAST ELEVATION 1 - WALL PANELIZATION 1
SCALE: 1/8" = 1'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
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NEW DENTON ISD ELEMENTARY SCHOOL
SPIRITAS RANCH SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

REGISTERED ARCHITECT CHAD MACEK 19683 STATE OF TEXAS
DATE: 04/03/2023

PROJECT NO. 22-022
DATE: 04/03/2022
DRAWN BY: Author CHECKED BY: CMM
REVISIONS:

△	Date	Description
1	04/14/2023	ADDENDUM 1
3	00/00/0000	ADDENDUM 3 - POST BID

BIDDING AND PERMITTING SET

A6.4
EXTERIOR PANEL ELEVATIONS

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DENTON ELEMENTARY SCHOOL

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DENTON ELEMENTARY SCHOOL

TARY SCHOOL

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	
COUNTY OF DENTON	**§**	**FOR SPIRITAS RANCH AMENDMENT - DENTON ISD PROPERTY**

This Development Agreement, an Amendment to Spiritas Ranch, specifically with regard to the Denton Independent School District Property ("**Agreement**") is entered into between the developer, Denton Independent School District "**DISD**", whose address for purposes of this Agreement is 13607 N. Locust Street, Denton, Texas 76201 and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. DISD and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. DISD is the owner, and developer, of a 13.492-acre site located in Phase 2H of Spiritas Ranch Planned Development within the Town of Little Elm, Texas (the "**Property**"), which Property is more particularly described in **Exhibit A** attached hereto, and which Property DISD intends to develop as a two-story elementary school.

2. The development of the Property is currently governed by the Spiritas Ranch Development Agreement ("**SR Agreement**"), which was approved by the Town on February 2, 2021 and recorded in the Denton County Real Property Records on February 5, 2021, amended on April 5, 2022, and recorded on April 7, 2022, and by the Town's Planned Development Ordinance for the Spiritas Ranch Development, Town Ordinance No. 1641 enacted by the Town on October 19, 2021 (hereinafter referred to as the "**SR PD Ordinance**").

3. As DISD owns the Property, DISD has the lawful authority to enter into this Agreement regarding the development of the Property, which Agreement will amend the SR Agreement solely in regards to the Property but not as to any other property governed by the SR Agreement.

4. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

5. 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. Incorporation of Premises. 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 ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until the obligations required by this Agreement are satisfied by DISD ("**Term**").

Section 3. **Agreements.** The Parties agree as follows:

A. The Property will be developed consistent with the following restrictions, which restrictions shall be included in an amendment to SR PD Ordinance related solely to the Property, and incorporated exhibits herein:

1. The Concept Plan attached hereto and incorporated herein by reference, demonstrates locations of the proposed structures and improvements within the property. Amendments to the Concept Plan must be approved by Council action, except that the Director of Development Services may approve minor revisions which do not significantly alter the basic relationship or intent of the proposed development.

2. A two-story elementary school shall be designed for this site consisting of an exterior skin being approximately 57% masonry and aluminum framed glass windows on the East Façade, 86% West Façade, 72% South Façade, 76% North Facade. Metal panels shall make up no more than 43% of the exterior skin on the East Façade, 14% West Façade, 28% South Façade, 24% North Facade.

3. The following sheets are provided and incorporated as exhibits of this agreement:

Concept Site Plan
Architectural Site Plan
Architectural Façade Plans
Architectural Color Renderings
Landscape Plan

4. Maximum lot coverage: 25%.

5. Minimum 1st floor area of the school building is approximately 79,420 square feet.

6. Landscaping regulations: It shall be the DISD's responsibility to ensure that the site shall contain the following:

The site shall be fully irrigated
The site shall be fully sodded
Provide 4" caliper shade trees along residential lot lines per Landscape Exhibit, staggering allowed.

Provide one 4" caliper trees along street frontage per Landscape Exhibit.
Shrubs utilized for vehicular areas, and all other screening, shall be at least 36" in height at time of planting, evergreen species that form a hedge.
Residential wood fencing shall fulfill the screening wall requirements.

7. Building Codes: the 2018 International Building Code, the 2018 International Fire Code, the 2018 National Electrical Code, the 2018 International Mechanical Code, the 2018 International Plumbing Code, the 2018 International Gas Fuel Code, the 2018 International Energy Conservation Code, and the 2018 International Property Maintenance Code (including all Code Amendments or subsequent versions of such codes).

B. No new structure (as such term may be defined, from time to time, by the Town, but in any event, including every structure designed or intended for human occupancy and every accessory structure intended for human occupancy, and all other buildings or structures, a "**Structure**") shall be constructed, installed, or located within the Property unless a building permit has been issued by a Town inspector. All building permits shall be paid for by the builder performing the work (or by the owner of the property on which the work is being performed). Conformance of any structure or other buildings or improvements and plans therefore with the Building Codes is the sole responsibility of each builder, and nothing in this section is intended to create any liability of the Town for such conformance.

Section 4. Miscellaneous.

A. **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.

B. **Venue**. 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.

C. **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.

D. **Severability**. 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.

E. **Cumulative Rights and Remedies**. The rights and remedies provided by this 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.

F. **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

G. **Surviving Rights**. 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.

H. **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.

I. **Authority to Execute**. 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.

J. **Amendments**. This Agreement may be only amended or altered by written instrument signed by the Parties.

K. **Headings**. 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.

L. **Entire Agreement**. This Agreement contains 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.

M. **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 DISD and all of DISD'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.

N. **Assignment of Agreement**. DISD 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 DISD 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 DISD. Each assignment shall be in writing executed by DISD 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 owner 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 owner or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor owner, 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 DISD shall release DISD from any liability that resulted from an act or

omission by DISD that occurred prior to the effective date of the assignment. DISD shall maintain true and correct copies of all assignments made by DISD to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

O. **Waiver of Texas Government Code § 3000.001 et seq**. With respect to the improvements constructed on the Property pursuant to this Agreement, DISD hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

P. **No Israel Boycott**. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of DISD verifies by DISD's signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

DISD

Denton Independent School District

By: _____
J. Scott Niven
Deputy Superintendent

Date: 5-15-23

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Town Manager

Date: May 16, 2023

ATTEST:

By: _____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this 16th day of May, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

KATHERYN GRAHAM
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133029596

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this 15th day of May 2023, personally appeared J. Scott Niven, in his capacity as Deputy Superintendent of the Denton Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in his individual capacity.

[Seal]

MADISON CARTER
Notary Public, State of Texas
Comm. Expires 03-02-2027
Notary ID 134231865

By: _____
Notary Public, State of Texas

EXHIBIT A

Legal Description of the Land

WHEREAS, the Denton Independent School District is the owner of a a tract of land situated in the M. Jones Survey, Abstract No. 662, Town of Little Elm, Denton County, Texas, being all of a called 13.166 acre tract of land conveyed to the Denton Independent School District as recorded in County Clerk No. 2022-91186 of the Official Records of Denton County, Texas, and being more particularly described in metes and bounds as follows:

BEGINNING at a 1 /2" iron rod with plastic cap stamped "4613" set for the westernmost southwest corner of the called 13.166 acre tract of land at the beginning of a non-tangent curve to the left and said the left and said iron rod being in the east line of a called 13.492 acre tract of land conveyed to the Town of Little Elm for future public Right-of-Way as recorded in County Clerk No. 2021-95337 of the Official Records of Denton County, Texas;

THENCE with the east line of the called 13.492 acre tract of land, the west line of the called 13.166 acres tract of land, and with said non-tangent curve to the left, with an arc length of 412.78 feet, a a radius of 1320.00 feet, and a chord bearing N10"42'56"E, 411.10 feet to a 1 /2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N01 "45' 42"E, continuing along the mutual line of the called 13.492 acre tract of land and the called 13.166 acre tract of land, a distance of 185.81 feet to a 1/2" iron rod with plastic cap stamped "4613" set for the corner;

THENCE departing the said mutual line of the called 13.492 acre tract of land and the called 13.166 acre tract of land and continuing with the next thirteen (13) calls along the mutual line of the called 13.166 acre tract of land and the remainder of a called 523.172 acre tract of land conveyed to MM Little Elm 548, LLC as recorded in County Clerk No. 2020-123025 of the Official Records of Denton County, Texas, from which the called 13.166 acres tract of land was originally a part of;

THENCE N46"51 '55"E, a distance of 42.45 feet to a 1 /2" iron rod with plastic cap stamped "4613" set for the corner;

THENCE S88"13'57"E, a distance of 496.98 feet to a capped iron rod with plastic cap stamped "BCG" found for corner at the beginning of a curve to the right;

THENCE with said curve to the right, with an arc length of 136.90 feet, a radius of 320.00 feet, and a chord bearing S75"56'45"E, 136.86 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE S63"41'36"E, a distance of 245.34 feet to a capped iron rod with plastic cap stamped "BCG" found for the northern most north-east corner of the called 13.166 acre tract of land;

THENCE S18"35'16"E, a distance of 13. 90 feet to a capped iron rod with plastic cap stamped "BCG" found for corner at the beginning of a non-tangent curve to the right;

THENCE with said non-tangent curve to the right, with an arc length of 444.69 feet, a radius of 2170.00', and a chord bearing S33"13'34"W, 443.91 feet a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE S39"05'55"W, a distance of 343.51 feet to a capped iron rod with plastic cap stamped "BCG" found for corner at the beginning of a curve to the right;

THENCE with said curve to the right, with an arc length of 73.00 feet, a radius of 320. 77 feet, and a chord bearing S45"37'05"W, 72.84 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE S52"06'55"W, a distance of 152.33 feet to a capped iron rod with plastic cap stamped "BCG" found for corner at the southern-most southeast corner of the called 13.166 acre tract of land;

THENCE N37"55'28"W, a distance of 210.02 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE N38"05'18"W, a distance of 55.09 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE N44"18'58"W, a distance of 62. 79 to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE N54"41'08"W, a distance of 121.01 feet to a capped iron rod with plastic cap stamped "BCG" found for corner;

THENCE N70"22'1 O"W, a distance of 29.93 feet to the POINT OF BEGINNING and CONTAINING 573,513 square feet or 13.166 acres of land.

Baxley Street

Classic Ave.

Colette Road

Ryan Spiritas Parkway

Bristle Pine Avenue

Farren Way

Carlyle Park Lane

N46°51'55"E
42.45'

S88°13'57"E 496.98'

543'

178'

A=24°30'44"
R=320.00'
T=69.51'
L=136.90'

S63°41'36"E 245.34'

S18°35'16"E
13.90'

N01°45'42"E 185.81'

412'

473'

A=17°55'01"
R=1320.00'
T=208.09'
L=412.78'

N54°41'08"W
121.01'

N44°18'59"W
62.79'

N38°05'18"W
55.09'

N37°55'29"W
210.02'

S52°06'55"W 152.33'

A=13°04'13"
R=320.00'
T=36.66'
L=73.00'

S39°05'56"W 343.51'

A=11°44'29"
R=2170.00'
T=223.12'
L=444.69'

Lot 1, Block A
573,513 Sq. Ft.
13.166 Acres

26' Fire Lane, Access, & Utility Easement

Drop Off Lane

30' Bldg. Line

20' Bldg. Line

35' Bldg. Line

5' Sidewalk

6' Sidewalk

8 Spa. @ 9'=72'

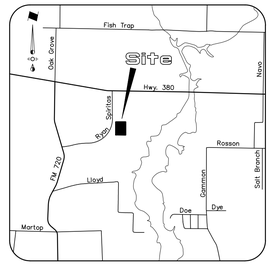
6 Spa. @ 9'=81'

9 Spa. @ 9'=81'
1 Spa. @ 11'=11'

Water Well For Irrigation

Dumpsters With 8' Masonry Screen Wall

0 50 100
GRAPHIC SCALE
1"=50'



VICINITY MAP
NTS

SITE DATA SUMMARY CHART (by phase and in total) to include the following items:		
Site Data Summary	*Existing*	*Proposed*
Existing Zoning	ETJ	ETJ
Front Setback		30'
Side Setback		20'
Rear Setback		35'
Land Use Designation		School
Gross Acreage		13.166
Net Acreage		13.166
Number of Proposed Lots		1
Percentage of Site Coverage		12.8
Area of Impervious Coverage		225,300 sf
Percentage of Impervious Coverage		39.3
Proposed Building Area *(square footage footprint)*		73,365 sf
Number of Single-Story Buildings		0
Number of Two-Story Buildings		1
Maximum Building Height		34'-4"
Proposed Floor Area		114,620 sf
Proposed Floor Area by Use (school)		114,620 sf
Required Parking		125
Provided Parking		126
Standard		119
Handicap		7
Total		126
Inventory Parking		NA
Electric Vehicle Charging Infrastructure		NA
Bicycle Racks		3
Required Loading Spaces		3

Water Meter Schedule				
I.D.	Type	Size	No.	Sewer
①	Domestic	2"	2	6"
②	Irrigation	2"	1	–

SITE PLAN

SPIRITAS RANCH ELEMENTARY SCHOOL

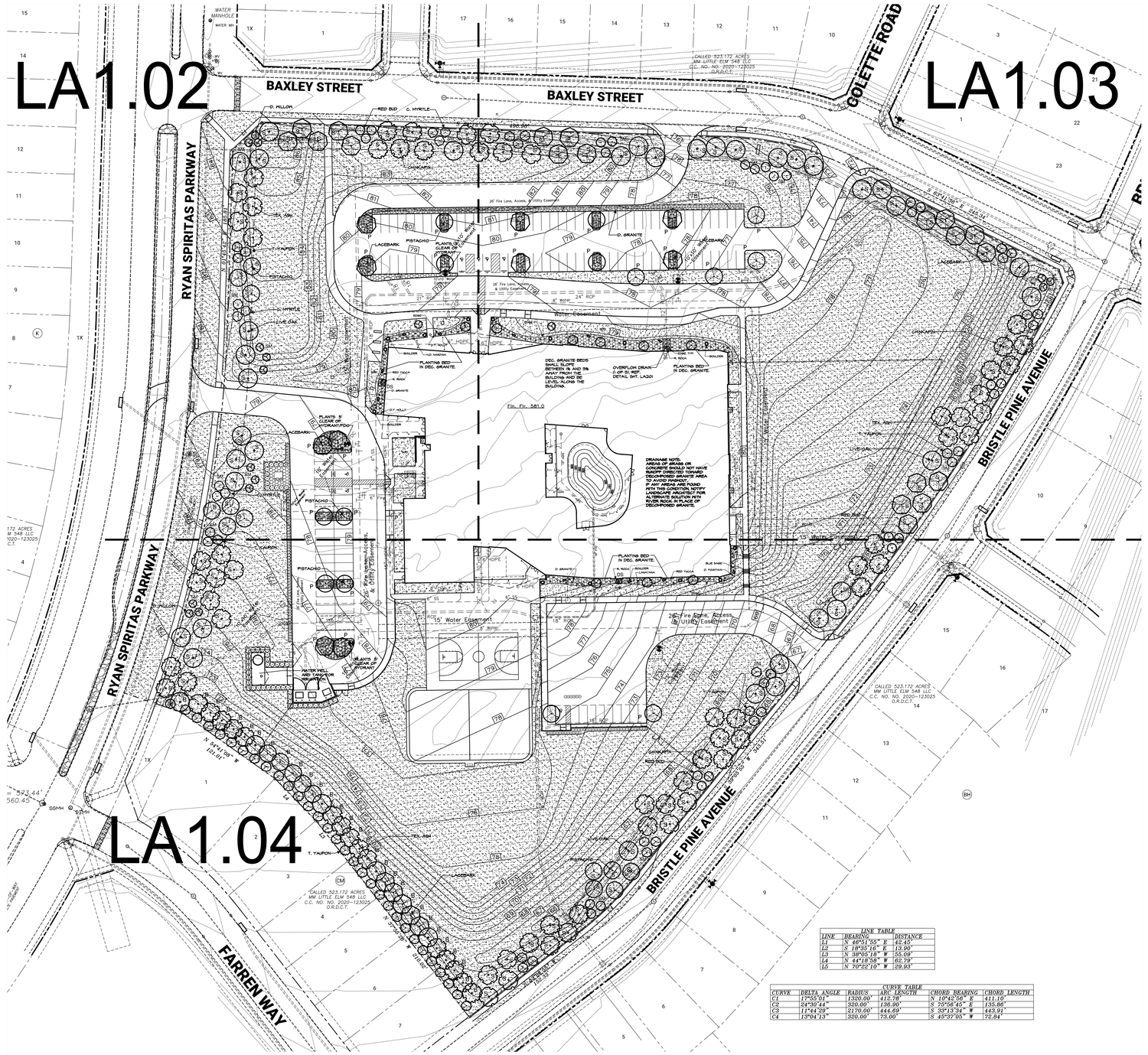
Lot 1, Block A

13.166 Acres Situated In The
M. JONES SURVEY ~ ABST. 662
LITTLE ELM, DENTON COUNTY, TEXAS

Owner
Denton Independent School District
1307 North Locust Street
Denton, TX 76201
Telephone 940 369-0000
bboyter@dentonisd.org

Engineer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Seth@rlkengineering.com
Telephone 972 359-1733

April 18, 2023


LA1.02
LA1.03
LA1.04
BAXLEY STREET
BAXLEY STREET
GOLETTE ROAD
RYAN SPIRITAS PARKWAY
BRISTLE PINE AVENUE
BRISTLE PINE AVENUE
FARREN WAY
CALLED 523.172 ACRES
MM LITTLE ELM 548 LLC
C.C. NO. NO. 2020-123025
O.R.D.C.T.
15' Water Easement
26' Fire Lane, Access & Utility Easement
24' ROP
Fin. Flr. 581.0
DRAINAGE NOTE:
AREAS OF BRASS OR
ALUMINUM EDGING MUST HAVE
CONCRETE BEHIND TO AVOID
DECOMPOSED GRANITE AREA
TO AVOID WASHOUT.
IF THIS CONDITION FOUND
IN THE FIELD, CONTACT NOTIFY
LANDSCAPE ARCHITECT FOR
ALTERNATE SOLUTION WITH
RIVER ROCK IN PLACE OF
DECOMPOSED GRANITE.
DECOMP. GRANITE BEDS
SHALL SLOPE
BETWEEN 1% AND 5%
AWAY FROM THE
BUILDING AND BE
LEVEL ALONG THE
BUILDING
OVERFLOW DRAIN
- SEE DETAIL SHT. LA301
PLANTING BED
IN DECOMP. GRANITE
PLANTING BED
IN DECOMP. GRANITE
PLANTING BED
IN DECOMP. GRANITE
WATER METER
AND CONDITOR
PLANTS 5'
CLEAR OF
HYDRANT
PLANTS 5'
CLEAR OF
HYDRANT
SSMH
SSMH
N 64°41'09" W
121.43'
S 64°41'09" E
560.45'
573.44'
N 64°41'09" W
121.43'
N 64°41'09" W
121.43'
S 64°41'09" E
560.45'
S 64°41'09" E
560.45'
N 25°18'51" W
320.00'
S 25°18'51" E
320.00'
S 64°41'09" E
560.45'
N 25°18'51" W
320.00'
S 25°18'51" E
320.00'
S 64°41'09" E
560.45'
N 64°41'09" W
121.43'
N 64°41'09" W
121.43'
S 64°41'09" E
560.45

ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4

EXTERIOR FACADE MATERIAL BREAKDOWN

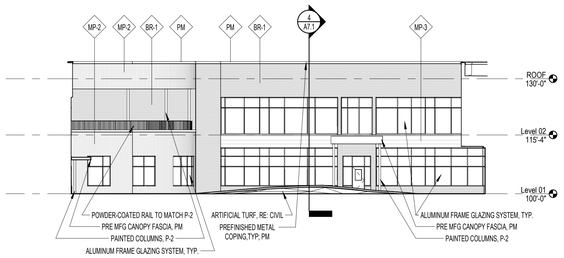
ELEVATION	BRICK/GLAZING (SF)		METAL PANEL (SF)		TOTAL AREA (SF)	
WEST	7371	**86.7%**	1126	**13.3%**	8497	100%
SOUTH	8439	**72.1%**	3271	**27.9%**	11,710	100%
NORTH	8806	**76.1%**	2771	**23.9%**	11,577	100%
EAST	4597	**57.2%**	3438	**42.8%**	8035	100%

EXTERIOR FINISH SCHEDULE - BASIS OF DESIGN - S

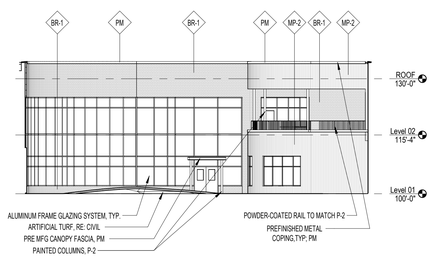
SYM.	TAG	MATERIAL	MANUFACTURER	STYLE	COLOR	COMMENTS
	BR-1	THIN BRICK VENEER	METRO	MODULAR	SCHOOL HOUSE RED IRON SPOT	HORIZONTAL RUNNING BOND
	BR-1A	THIN BRICK VENEER	KING KLINKER	AMERICAN IMPERIAL	KING CRIMSON	VERTICAL RUNNING THIRD BOND (ADD ALTERNATE #1)
	BR-2	MODULAR BRICK	ACME	MODULAR	ROXBURY	VELOUR FINISH, AT DUMPSTER WALL AND MARQUEE SIGN ONLY
	BR-3	THIN BRICK VENEER	METRO	MODULAR	CHARCOAL IRON SPOT	HORIZONTAL RUNNING BOND (AT WATER TABLE)
	CFL-1	CONCRETE FORM LINER	FITZGERALD FORMLINERS	14385-PORTLAND RIB	-	14385 PORTLAND RIB, 1.5" DEEP RANDOM RIBS, REPEATS ON 24" CENTERS (SPIRITAS SITE ONLY)
	MP-1	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	CUPRAL	FLAT (AT WINDOWS)
	MP-2	CORRUGATED METAL PANEL	PAC-CLAD	BOX RIB	COPPER PENNY	VERTICAL CORRUGATION; RANDOMIZED PATTERN: 25% EACH OF PROFILES 1, 2, 3, 4
	MP-3	FLUSH METAL PANEL	PAC-CLAD	FLUSH	MANSARD BROWN	12" WIDE & (2) PENCIL RIBS PROFILE, RUN HORIZONTALLY
	MP-4	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	STATUARY BRONZE	FLAT (AT METAL PANEL WALL BUMP-OUTS/CORNICE/COPING)
	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	FLUSH	TERRA COTTA	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	FLUSH	COPPER PENNY	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	GL1	INSULATED GLAZING UNITS	VITRO	SOLARBAN 90	CLEAR ON CLEAR	-
	AL	ANODIZED ALUMINUM	-	-	DARK BRONZE	-
	HM	HOLLOW METAL FINISH	-	-	FINISH TO MATCH P-2	-
	PM	PRE-FINISHED METAL	-	-	FINISH TO MATCH P-2	FASCIAS, COPING, DOWNSPOUTS, ETC
	PC	POWDER COAT FINISH	-	-	FINISH TO MATCH P-2	RAILING BALLUSTERS, REF TYP. RAILING ELEVATIONS.
	P-2	PAINT	SHERWIN WILLIAMS	REF. SPECS	SW7048 URBANE BRONZE	COLUMNS, HOLLOW METAL FRAME/DOOR TRIM
	EPT	EXTERIOR PAVER TILE	WAUSAU	RIVERSIDE 24"x24"x2"	HRS-60	FOR USE ON PEDESTAL SUPPORTED DECK SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG		-	-	-

ELEVATION GENERAL NOTES

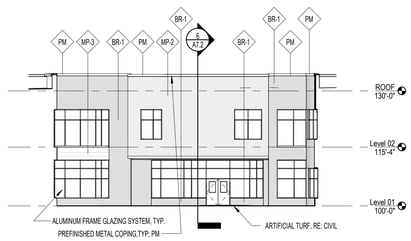
1. MEJ LOCATIONS AT VENEER MASONRY INSTALLED ON PRE-FABRICATED WALLS:
   A. MEJ'S OCCUR AT PANEL BREAKS, PROVIDE BACKER ROD AND SEALANT AT EACH PANEL JOINT. ADDITIONAL CONTROL JOINTS AT DOOR OPENINGS AS CALLED OUT ON ELARGED PANEL ELEVATIONS.
2. MEJ LOCATIONS AT CONVENTIONALLY INSTALLED VENEER MASONRY:
   A. NO LESS THAN 3'-4" FROM OUTSIDE CORNERS AT CMU BACKED WALLS, U.N.O.
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
   C. VERTICAL MEJ REQUIRED AT EVERY EXTERIOR OPENING
3. CJ LOCATIONS IN NON- MASONRY VENEERS:
   A. ALIGN WITH MAS CJS BEHIND
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
4. REFER TO ROOF PLAN DRAWINGS FOR DOWNSPOUT, GUTTER, EJ, SCUPPER, AND ROOF LADDER LOCATIONS
5. REFER TO SHEET A9.00 FOR ADDITIONAL EXTERIOR FINISHES AND FINISH NOTES
6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
7. PRE-FINISHED METAL COPING AND DOWNSPOUTS (PM) TO MATCH COLOR OF AL
8. CONTINUE MASONRY ACCENT SCHEME AT ALL EXT. WALLS, INCLUDING AT ENTRIES, COLUMNS, AND WALLS NOT SHOWN ON ELEVATIONS.
9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA SO1.2.03
10. REFER TO CLOAK FLASHING DETAILS FOR TYPICAL FLASHING CONFIGURATIONS
11. ALL SEALANT OF JOINTS AT BRICK TO MATCH BR-1
12. ALL SEALANT OF JOINTS AT ALUMINUM COMPOSITE METAL PANEL TO MATCH MP-1
13. FOR DOOR AND WINDOW TYPES AT EXTERIOR PRE-FABRICATED PANEL, ICF, AND CONVENTIONAL CONSTRUCTION ELEVATIONS, RE: A6.2-A6.4



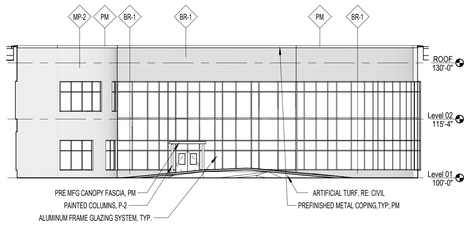
COURTYARD - WEST ELEVATION 8
SCALE: 1/16" = 1'-0"



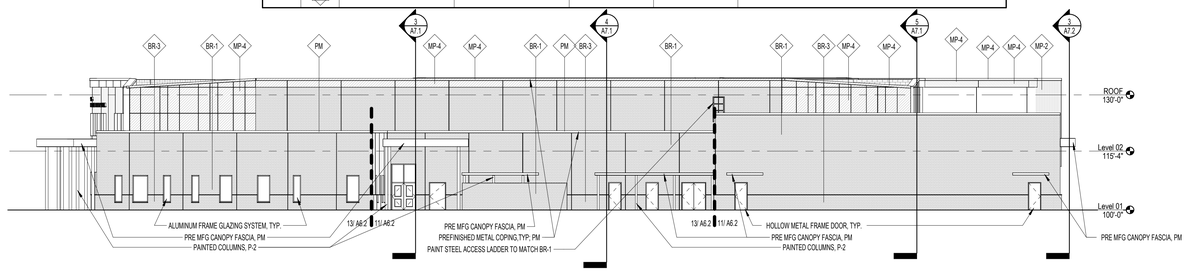
COURTYARD - SOUTH ELEVATION 7
SCALE: 1/16" = 1'-0"



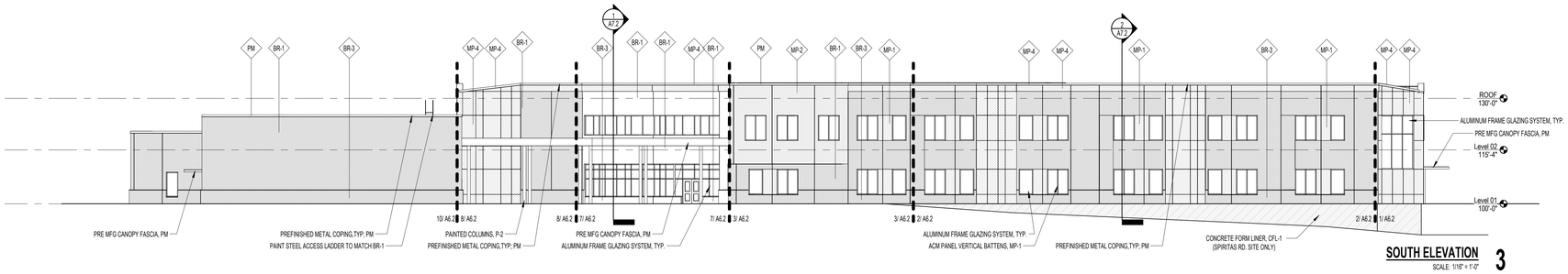
COURTYARD - NORTH ELEVATION 6
SCALE: 1/16" = 1'-0"



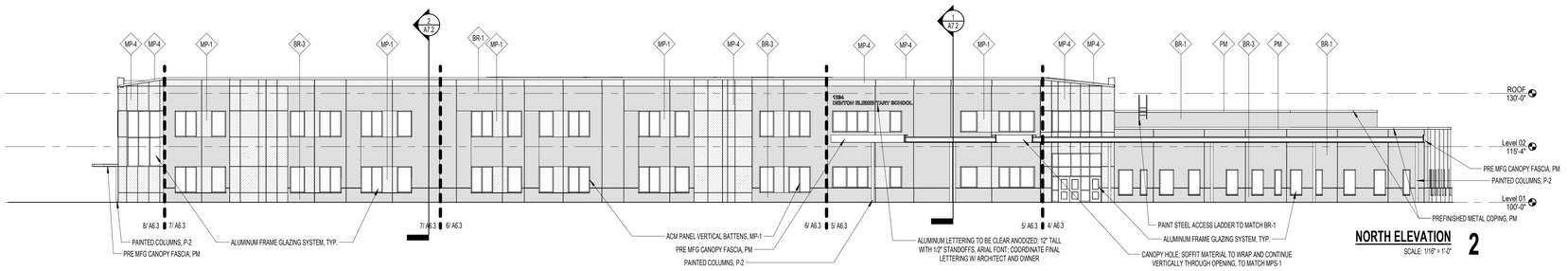
COURTYARD - EAST ELEVATION 5
SCALE: 1/16" = 1'-0"



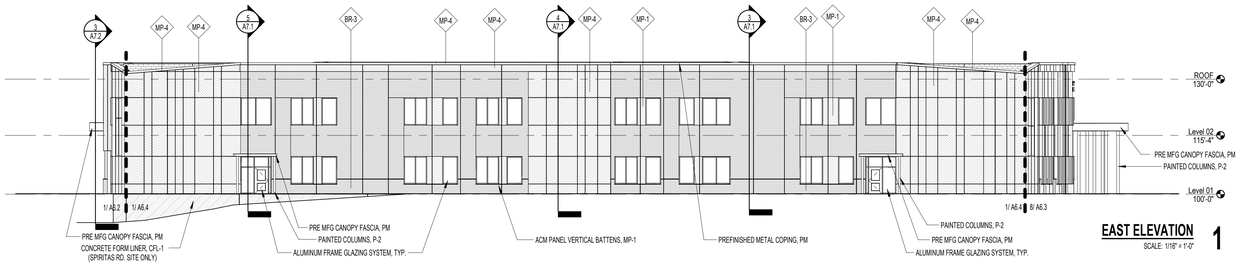
WEST ELEVATION 4
SCALE: 1/16" = 1'-0"



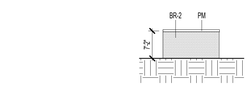
SOUTH ELEVATION 3
SCALE: 1/16" = 1'-0"



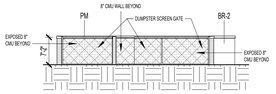
NORTH ELEVATION 2
SCALE: 1/16" = 1'-0"



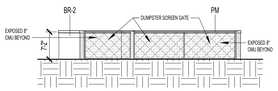
EAST ELEVATION 1
SCALE: 1/16" = 1'-0"



DUMPSTER SCREEN - WEST 14
SCALE: 1/16" = 1'-0"



DUMPSTER SCREEN - NORTH 2 13
SCALE: 1/16" = 1'-0"



DUMPSTER SCREEN - NORTH 1 12
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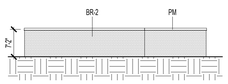

DUMPSTER SCREEN - SOUTH 2 11
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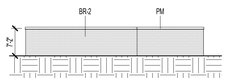
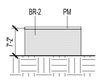


DUMPSTER SCREEN - SOUTH 1 10
SCALE: 1/16" = 1'-0"



DUMPSTER SCREEN - EAST 9
SCALE: 1/16" = 1'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
SPIRITAS RANCH SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

REGISTERED ARCHITECT
CHRISTOPHER D. MARTIN
STATE OF TEXAS
19685
DATE: 04/03/2023

PROJECT NO. 22-022
DATE: 04/03/2023
DRAWN BY: DRW CHECKED BY: CMM
REVISIONS:

No.	Date	Description
1	04/14/2023	ADDENDUM 1

BIDDING AND PERMITTING SET

A6.1
EXTERIOR ELEVATIONS

Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-022_ARCH_Denton_ES Prototype_R23.rvt
4/25/2023 9:48:49 AM

ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4

EXTERIOR FACADE MATERIAL BREAKDOWN

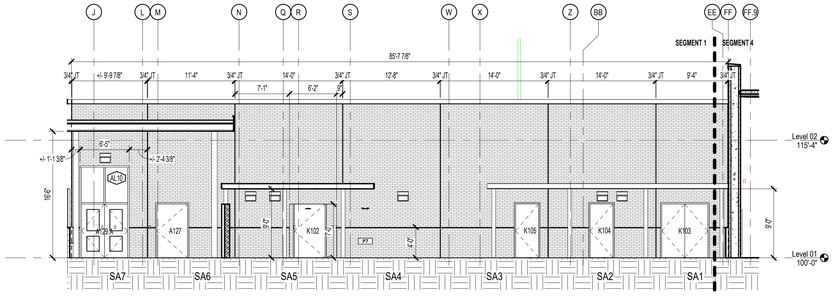
ELEVATION	BRICK/GLAZING (SF)		METAL PANEL (SF)		TOTAL AREA (SF)	
WEST	7371	**86.7%**	1126	**13.3%**	8497	100%
SOUTH	8439	**72.1%**	3271	**27.9%**	11,710	100%
NORTH	8806	**76.1%**	2771	**23.9%**	11,577	100%
EAST	4597	**57.2%**	3438	**42.8%**	8035	100%

EXTERIOR FINISH SCHEDULE - BASIS OF DESIGN - S

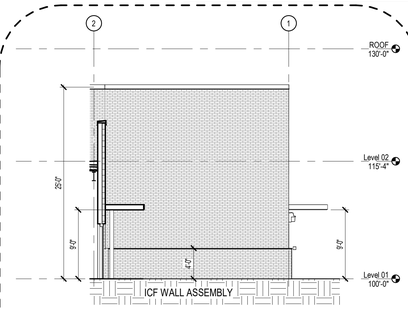
SYM.	TAG	MATERIAL	MANUFACTURER	STYLE	COLOR	COMMENTS
	BR-1	THIN BRICK VENEER	METRO	MODULAR	SCHOOL HOUSE RED IRON SPOT	HORIZONTAL RUNNING BOND
	BR-1A	THIN BRICK VENEER	KING KLINKER	AMERICAN IMPERIAL	KING CRIMSON	VERTICAL RUNNING THIRD BOND (ADD ALTERNATE #1)
	BR-2	MODULAR BRICK	ACME	MODULAR	ROXBURY	VELOUR FINISH, AT DUMPSTER WALL AND MARQUEE SIGN ONLY
	BR-3	THIN BRICK VENEER	METRO	MODULAR	CHARCOAL IRON SPOT	HORIZONTAL RUNNING BOND (AT WATER TABLE)
	CFL-1	CONCRETE FORM LINER	FITZGERALD FORMLINERS	14385-PORTLAND RIB	-	14385-PORTLAND RIB, 1.5" DEEP RANDOM RIBS, REPEATS ON 24" CENTERS (SPIRITAS SITE ONLY)
	MP-1	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	CUPRAL	FLAT (AT WINDOWS)
	MP-2	CORRUGATED METAL PANEL	PAC-CLAD	BOX RIB	COPPER PENNY	VERTICAL CORRUGATION; RANDOMIZED PATTERN: 25% EACH OF PROFILES 1, 2, 3, 4
	MP-3	FLUSH METAL PANEL	PAC-CLAD	FLUSH	MANSARD BROWN	12" WIDE & (2) PENCIL RIBS PROFILE, RUN HORIZONTALLY
	MP-4	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	STATUARY BRONZE	FLAT (AT METAL PANEL WALL BUMP-OUTS/CORNICE/COPING)
	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	FLUSH	TERRA COTTA	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	FLUSH	COPPER PENNY	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	GL1	INSULATED GLAZING UNITS	VITRO	SOLARBAN 90	CLEAR ON CLEAR	-
	AL	ANODIZED ALUMINUM	-	-	DARK BRONZE	-
	HM	HOLLOW METAL FINISH	-	-	FINISH TO MATCH P-2	-
	PM	PRE-FINISHED METAL	-	-	FINISH TO MATCH P-2	FASCIAS, COPING, DOWNSPOUTS, ETC
	PC	POWDER COAT FINISH	-	-	FINISH TO MATCH P-2	RAILING BALLUSTERS, REF TYP. RAILING ELEVATIONS.
	P-2	PAINT	SHERWIN WILLIAMS	REF. SPECS	SW7048 URBANE BRONZE	COLUMNS, HOLLOW METAL FRAME/DOOR TRIM
	EPT	EXTERIOR PAVER TILE	WAUSAU	RIVERSIDE 24"x24"x2"	HRS-60	FOR USE ON PEDESTAL SUPPORTED DECK SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG		-	-	-

ELEVATION GENERAL NOTES

1. MEJ LOCATIONS AT VENEER MASONRY INSTALLED ON PRE-FABRICATED WALLS:
   A. MEJ'S OCCUR AT PANEL BREAKS, PROVIDE BACKER ROD AND SEALANT AT EACH PANEL JOINT. ADDITIONAL CONTROL JOINTS AT DOOR OPENINGS AS CALLED OUT ON ELARGED PANEL ELEVATIONS.
2. MEJ LOCATIONS AT CONVENTIONALLY INSTALLED VENEER MASONRY:
   A. NO LESS THAN 3'-4" FROM OUTSIDE CORNERS AT CMU BACKED WALLS, U.N.O.
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
   C. VERTICAL MEJ REQUIRED AT EVERY EXTERIOR OPENING
3. CJ LOCATIONS IN NON- MASONRY VENEERS:
   A. ALIGN WITH MAS CJS BEHIND
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
4. REFER TO ROOF PLAN DRAWINGS FOR DOWNSPOUT, GUTTER, EJ, SCUPPER, AND ROOF LADDER LOCATIONS
5. REFER TO SHEET A9.00 FOR ADDITIONAL EXTERIOR FINISHES AND FINISH NOTES
6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
7. PRE-FINISHED METAL COPING AND DOWNSPOUTS (PM) TO MATCH COLOR OF AL
8. CONTINUE MASONRY ACCENT SCHEME AT ALL EXT. WALLS, INCLUDING AT ENTRIES, COLUMNS, AND WALLS NOT SHOWN ON ELEVATIONS.
9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA 501.2.03
10. REFER TO CLOAK FLASHING DETAILS FOR TYPICAL FLASHING CONFIGURATIONS
11. ALL SEALANT OF JOINTS AT BRICK TO MATCH BR-1
12. ALL SEALANT OF JOINTS AT ALUMINUM COMPOSITE METAL PANEL TO MATCH MP-1
13. FOR DOOR AND WINDOW TYPES AT EXTERIOR PRE-FABRICATED PANEL, ICF, AND CONVENTIONAL CONSTRUCTION ELEVATIONS, RE: A6.2-A6.4

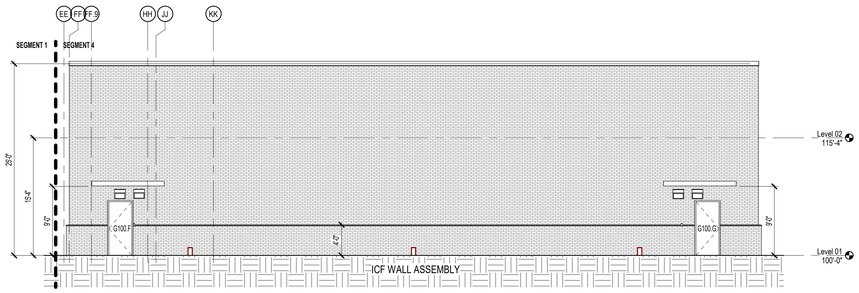


WEST ELEVATION - WALL PANELIZATION 13
SCALE: 1/8" = 1'-0"

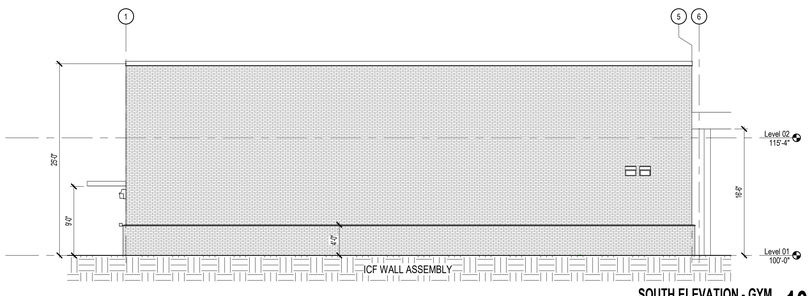


NORTH ELEVATION - GYM 12
SCALE: 1/8" = 1'-0"

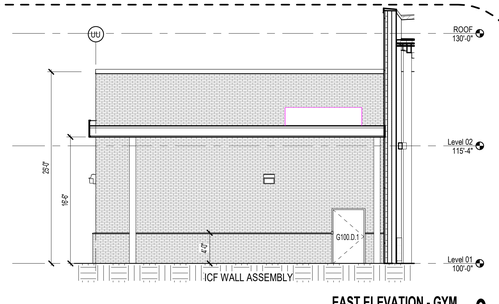
ICF WALL ASSEMBLY: SHOWN FOR CONTEXT



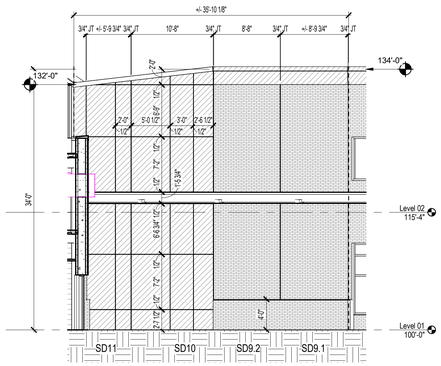
WEST ELEVATION - GYM 11
SCALE: 1/8" = 1'-0"



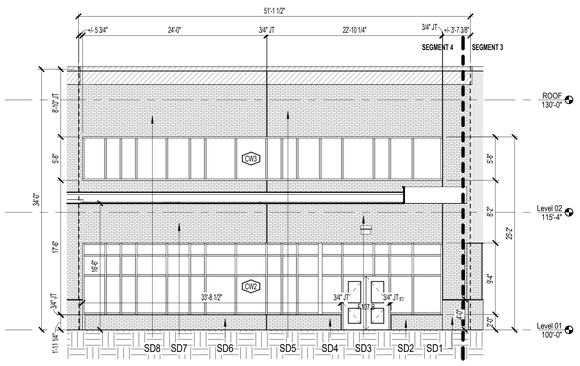
SOUTH ELEVATION - GYM 10
SCALE: 1/8" = 1'-0"



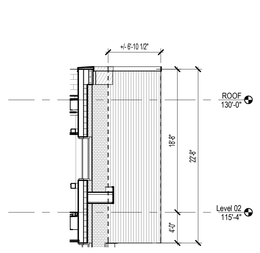
EAST ELEVATION - GYM 9
SCALE: 1/8" = 1'-0"



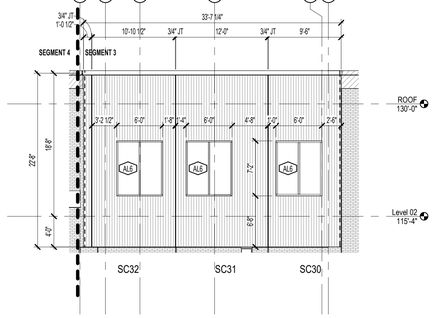
SOUTH ELEVATION - WALL PANELIZATION 8
SCALE: 1/8" = 1'-0"



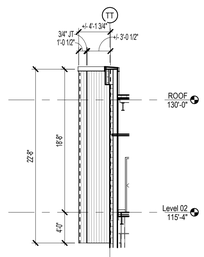
SOUTH ELEVATION - WALL PANELIZATION 7
SCALE: 1/8" = 1'-0"



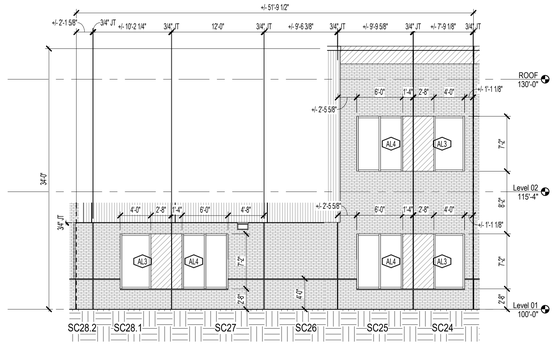
SOUTH ELEVATION - WALL PANELIZATION 6
SCALE: 1/8" = 1'-0"



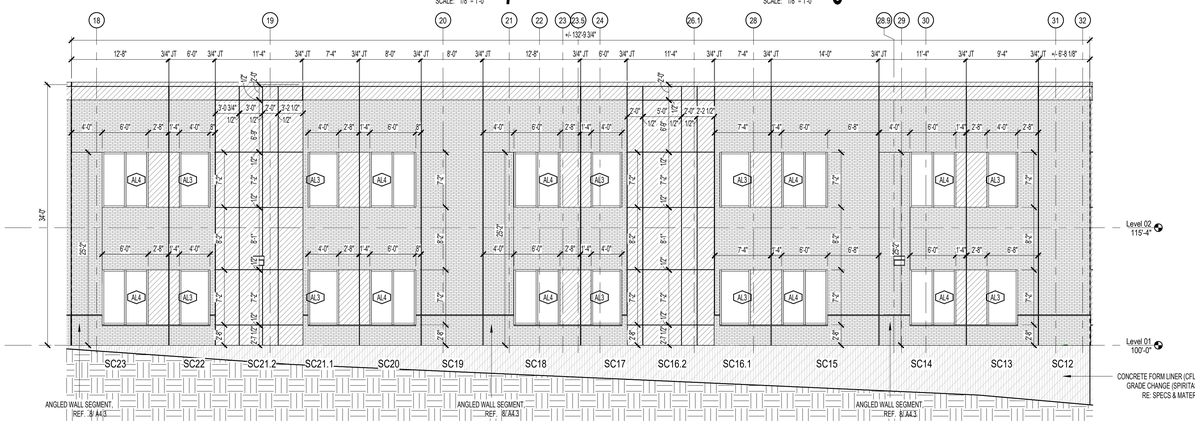
SOUTH ELEVATION - WALL PANELIZATION 5
SCALE: 1/8" = 1'-0"



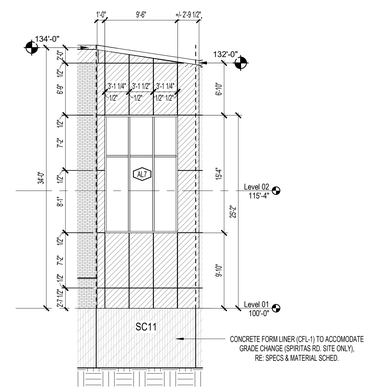
SOUTH ELEVATION - WALL PANELIZATION 4
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION - WALL PANELIZATION 3
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION - WALL PANELIZATION 2
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION - WALL PANELIZATION 1
SCALE: 1/8" = 1'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
SPIRITAS RANCH SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

REGISTERED ARCHITECT
CHRIS MCCARTY MARTIN
STATE OF TEXAS

DATE: 04/03/2023

PROJECT NO. 22-022
DATE: 04/03/2023
DRAWN BY: DRW CHECKED BY: CMM
REVISIONS:

	Date	Description
1	04/14/2023	ADDENDUM 1
3	00/00/0000	ADDENDUM 3 - POST BID

BIDDING AND PERMITTING SET

A6.2
EXTERIOR PANEL ELEVATIONS

4/25/2023 9:48:51 AM Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-022_ARCH_Denton_ES Prototype_R23.rvt

ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4

EXTERIOR FACADE MATERIAL BREAKDOWN

ELEVATION	BRICK/GLAZING (SF)		METAL PANEL (SF)		TOTAL AREA (SF)	
WEST	7371	**86.7%**	1126	**13.3%**	8497	100%
SOUTH	8439	**72.1%**	3271	**27.9%**	11,710	100%
NORTH	8806	**76.1%**	2771	**23.9%**	11,577	100%
EAST	4597	**57.2%**	3438	**42.8%**	8035	100%

EXTERIOR FINISH SCHEDULE - BASIS OF DESIGN - S

SYM.	TAG	MATERIAL	MANUFACTURER	STYLE	COLOR	COMMENTS
	BR-1	THIN BRICK VENEER	METRO	MODULAR	SCHOOL HOUSE RED IRON SPOT	HORIZONTAL RUNNING BOND
	BR-1A	THIN BRICK VENEER	KING KLINKER	AMERICAN IMPERIAL	KING CRIMSON	VERTICAL RUNNING THIRD BOND (ADD ALTERNATE #1)
	BR-2	MODULAR BRICK	ACME	MODULAR	ROXBURY	VELOUR FINISH, AT DUMPSTER WALL AND MARQUEE SIGN ONLY
	BR-3	THIN BRICK VENEER	METRO	MODULAR	CHARCOAL IRON SPOT	HORIZONTAL RUNNING BOND (AT WATER TABLE)
	CFL-1	CONCRETE FORM LINER	FITZGERALD FORMLINERS	14385-PORTLAND RIB	-	14385-PORTLAND RIB, 1.5" DEEP RANDOM RIBS, REPEATS ON 24" CENTERS (SPIRITAS SITE ONLY)
	MP-1	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	CUPRAL	FLAT (AT WINDOWS)
	MP-2	CORRUGATED METAL PANEL	PAC-CLAD	BOX RIB	COPPER PENNY	VERTICAL CORRUGATION; RANDOMIZED PATTERN: 25% EACH OF PROFILES 1, 2, 3, 4
	MP-3	FLUSH METAL PANEL	PAC-CLAD	FLUSH	MANSARD BROWN	12" WIDE & (2) PENCIL RIBS PROFILE, RUN HORIZONTALLY
	MP-4	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	STATUARY BRONZE	FLAT (AT METAL PANEL WALL BUMP-OUTS/CORNICE/COPING)
	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	FLUSH	TERRA COTTA	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	FLUSH	COPPER PENNY	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	GL1	INSULATED GLAZING UNITS	VITRO	SOLARBAN 90	CLEAR ON CLEAR	-
	AL	ANODIZED ALUMINUM	-	-	DARK BRONZE	-
	HM	HOLLOW METAL FINISH	-	-	FINISH TO MATCH P-2	-
	PM	PRE-FINISHED METAL	-	-	FINISH TO MATCH P-2	FASCIAS, COPING, DOWNSPOUTS, ETC
	PC	POWDER COAT FINISH	-	-	FINISH TO MATCH P-2	RAILING BALLUSTERS, REF TYP. RAILING ELEVATIONS.
	P-2	PAINT	SHERWIN WILLIAMS	REF. SPECS	SW7048 URBANE BRONZE	COLUMNS, HOLLOW METAL FRAME/DOOR TRIM
	EPT	EXTERIOR PAVER TILE	WAUSAU	RIVERSIDE 24"x24"x2"	HRS-60	FOR USE ON PEDESTAL SUPPORTED DECK SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG		-	-	-

ELEVATION GENERAL NOTES

1. MEJ LOCATIONS AT VENEER MASONRY INSTALLED ON PRE-FABRICATED WALLS:
   A. MEJ'S OCCUR AT PANEL BREAKS, PROVIDE BACKER ROD AND SEALANT AT EACH PANEL JOINT. ADDITIONAL CONTROL JOINTS AT DOOR OPENINGS AS CALLED OUT ON ELARGED PANEL ELEVATIONS.
2. MEJ LOCATIONS AT CONVENTIONALLY INSTALLED VENEER MASONRY:
   A. NO LESS THAN 3'-4" FROM OUTSIDE CORNERS AT CMU BACKED WALLS, U.N.O.
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
   C. VERTICAL MEJ REQUIRED AT EVERY EXTERIOR OPENING
3. CJ LOCATIONS IN NON- MASONRY VENEERS:
   A. ALIGN WITH MAS CJS BEHIND
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
4. REFER TO ROOF PLAN DRAWINGS FOR DOWNSPOUT, GUTTER, EJ, SCUPPER, AND ROOF LADDER LOCATIONS
5. REFER TO SHEET A9.00 FOR ADDITIONAL EXTERIOR FINISHES AND FINISH NOTES
6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
7. PRE-FINISHED METAL COPING AND DOWNSPOUTS (PM) TO MATCH COLOR OF AL
8. CONTINUE MASONRY ACCENT SCHEME AT ALL EXT. WALLS, INCLUDING AT ENTRIES, COLUMNS, AND WALLS NOT SHOWN ON ELEVATIONS.
9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA 501.2.03
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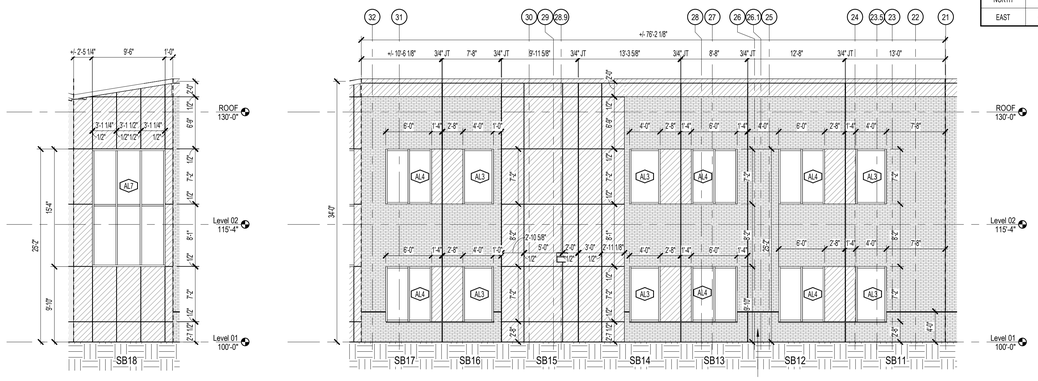
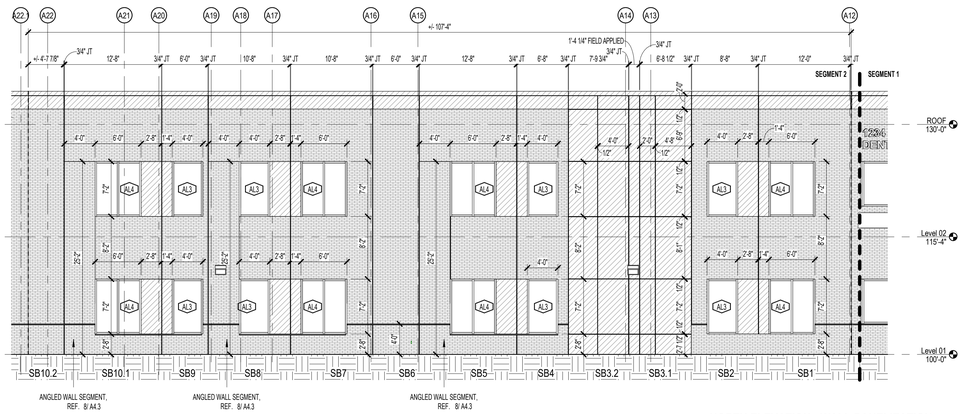
13. FOR DOOR AND WINDOW TYPES AT EXTERIOR PRE-FABRICATED PANEL, ICF, AND CONVENTIONAL CONSTRUCTION ELEVATIONS, RE: A6.2-A6.4

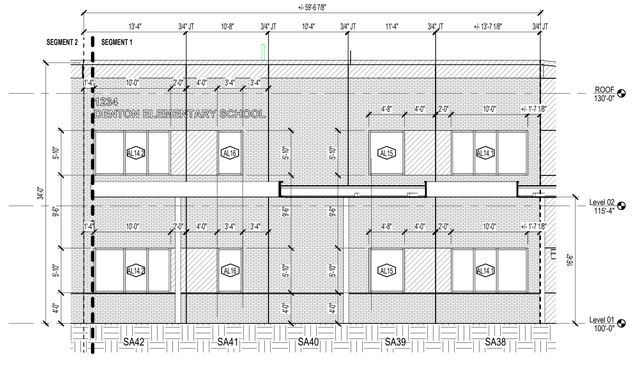


NORTH ELEVATION - WALL PANELIZATION 8
SCALE: 1/8" = 1'-0"

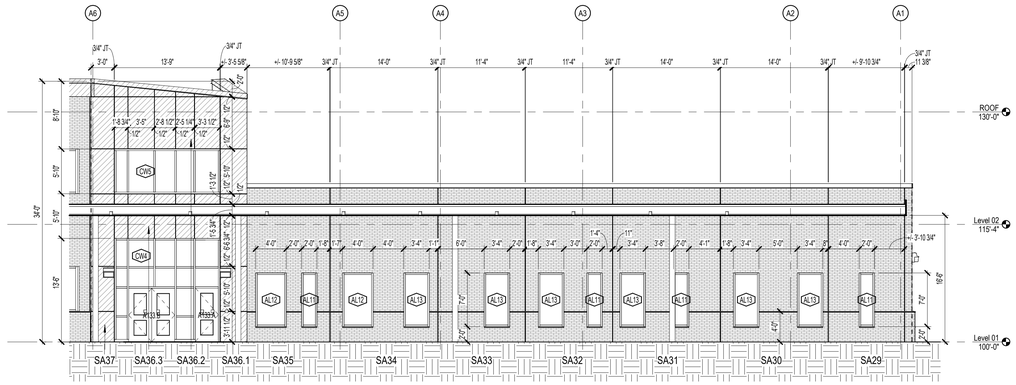
NORTH ELEVATION - WALL PANELIZATION 7
SCALE: 1/8" = 1'-0"



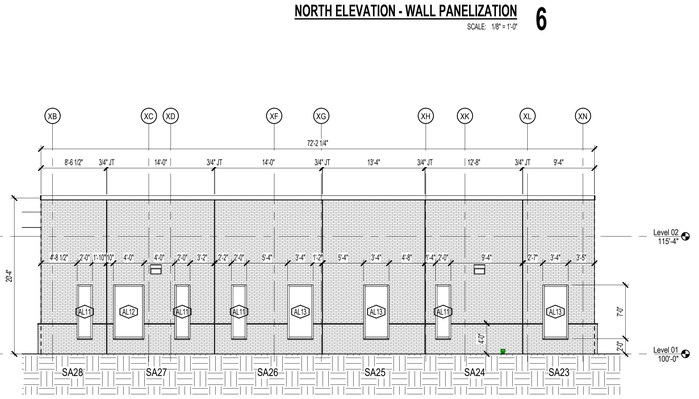
NORTH ELEVATION - WALL PANELIZATION 6
SCALE: 1/8" = 1'-0"



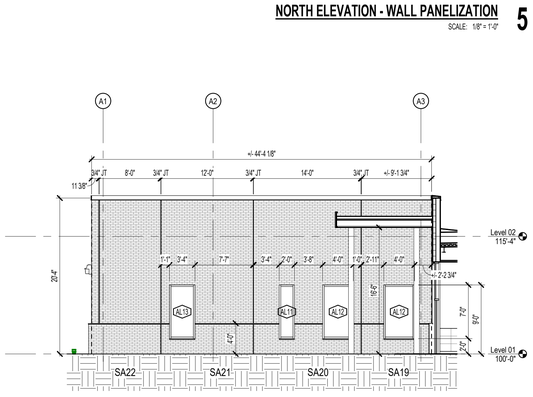
NORTH ELEVATION - WALL PANELIZATION 5
SCALE: 1/8" = 1'-0"



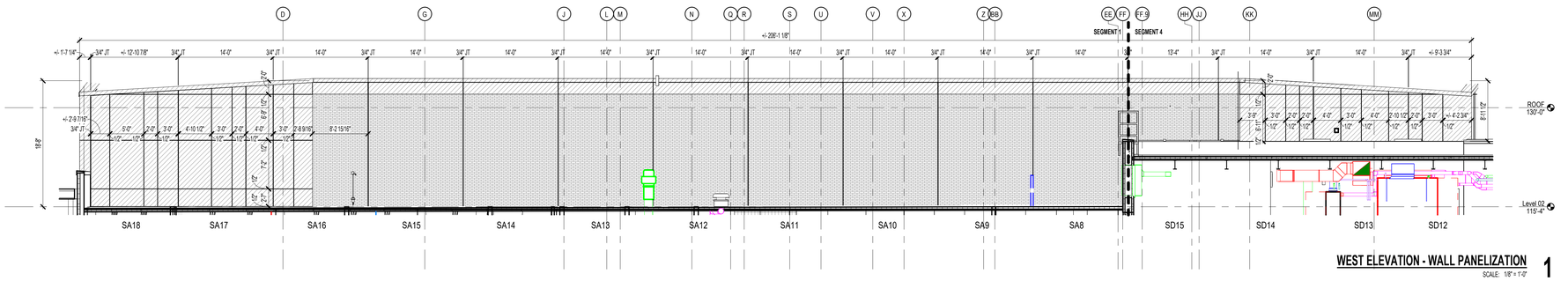
NORTH ELEVATION - WALL PANELIZATION 4
SCALE: 1/8" = 1'-0"



WEST ELEVATION - WALL PANELIZATION 3
SCALE: 1/8" = 1'-0"



WEST ELEVATION - WALL PANELIZATION 2
SCALE: 1/8" = 1'-0"



WEST ELEVATION - WALL PANELIZATION 1
SCALE: 1/8" = 1'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
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pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
SPIRITAS RANCH SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
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REGISTERED ARCHITECT
CHAD MCCARTY MILLER
STATE OF TEXAS

DATE: 04/03/2023

PROJECT NO. 22-022
DATE: 04/03/2023
DRAWN BY: DRW CHECKED BY: CMM
REVISIONS:

	Date	Description
1	04/14/2023	ADDENDUM 1
3	00/00/0000	ADDENDUM 3 - POST BID

BIDDING AND PERMITTING SET

A6.3
EXTERIOR PANEL ELEVATIONS

4/25/2023 9:48:53 AM Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-022_ARCH_Denton_ES Prototype_R23.rvt

ALL EXTERIOR BATTENS AT ALUMINUM FRAMES FALL UNDER THE SCOPE OF ADD ALTERNATE #4

EXTERIOR FACADE MATERIAL BREAKDOWN

ELEVATION	BRICK/GLAZING (SF)		METAL PANEL (SF)		TOTAL AREA (SF)	
WEST	7371	**86.7%**	1126	**13.3%**	8497	100%
SOUTH	8439	**72.1%**	3271	**27.9%**	11,710	100%
NORTH	8806	**76.1%**	2771	**23.9%**	11,577	100%
EAST	4597	**57.2%**	3438	**42.8%**	8035	100%

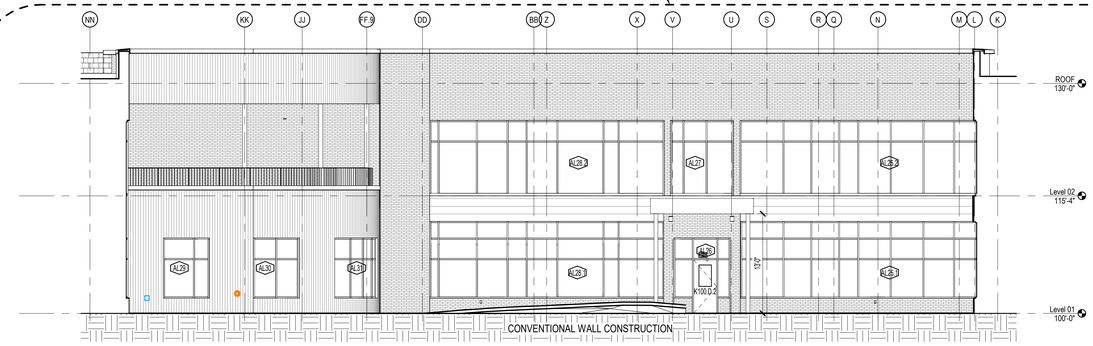
EXTERIOR FINISH SCHEDULE - BASIS OF DESIGN - S

SYM.	TAG	MATERIAL	MANUFACTURER	STYLE	COLOR	COMMENTS
	BR-1	THIN BRICK VENEER	METRO	MODULAR	SCHOOL HOUSE RED IRON SPOT	HORIZONTAL RUNNING BOND
	BR-1A	THIN BRICK VENEER	KING KLINKER	AMERICAN IMPERIAL	KING CRIMSON	VERTICAL RUNNING THIRD BOND (ADD ALTERNATE #1)
	BR-2	MODULAR BRICK	ACME	MODULAR	ROXBURY	VELOUR FINISH, AT DUMPSTER WALL AND MARQUEE SIGN ONLY
	BR-3	THIN BRICK VENEER	METRO	MODULAR	CHARCOAL IRON SPOT	HORIZONTAL RUNNING BOND (AT WATER TABLE)
	CFL-1	CONCRETE FORM LINER	FITZGERALD FORMLINERS	14385 PORTLAND RIB	-	14385 PORTLAND RIB, 1.5" DEEP RANDOM RIBS, REPEATS ON 24" CENTERS (SPIRITAS SITE ONLY)
	MP-1	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	CUPRAL	FLAT (AT WINDOWS)
	MP-2	CORRUGATED METAL PANEL	PAC-CLAD	BOX RIB	COPPER PENNY	VERTICAL CORRUGATION: RANDOMIZED PATTERN: 25% EACH OF PROFILES 1, 2, 3, 4
	MP-3	FLUSH METAL PANEL	PAC-CLAD	FLUSH	MANSARD BROWN	12" WIDE & (2) PENCIL RIBS PROFILE, RUN HORIZONTALLY
	MP-4	ALUMINUM COMPOSITE METAL PANEL	ALUCOBOND	FLAT	STATUARY BRONZE	FLAT (AT METAL PANEL WALL BUMP-OUTS/CORNICE/COPING)
	MPS-1	METAL PANEL SOFFIT (@ CANOPY)	PAC-CLAD	FLUSH	TERRA COTTA	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	MPS-2	METAL PANEL SOFFIT (@ CANTILEVERED BOX FORMS)	PAC-CLAD	FLUSH	COPPER PENNY	12" WIDE & (2) PENCIL RIBS PROFILE, REF. RCP FOR ORIENTATION, VENTED
	GL1	INSULATED GLAZING UNITS	VITRO	SOLARBAN 90	CLEAR ON CLEAR	-
	AL	ANODIZED ALUMINUM	-	-	DARK BRONZE	-
	HM	HOLLOW METAL FINISH	-	-	FINISH TO MATCH P-2	-
	PM	PRE-FINISHED METAL	-	-	FINISH TO MATCH P-2	FASCIAS, COPING, DOWNSPOUTS, ETC
	PC	POWDER COAT FINISH	-	-	FINISH TO MATCH P-2	RAILING BALLUSTERS, REF TYP. RAILING ELEVATIONS.
	P-2	PAINT	SHERWIN WILLIAMS	REF. SPECS	SW7048 URBANE BRONZE	COLUMNS, HOLLOW METAL FRAME/DOOR TRIM
	EPT	EXTERIOR PAVER TILE	WAUSAU	RIVERSIDE 24"x24"x2"	HRS-60	FOR USE ON PEDESTAL SUPPORTED DECK SYSTEM AT OUTDOOR LEARNING E207
	AA	EXTERIOR MATERIAL TAG		-	-	-

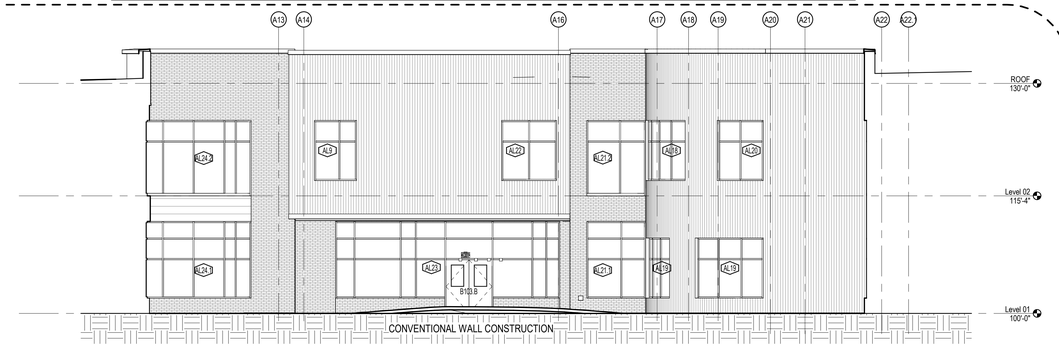
ELEVATION GENERAL NOTES

1. MEJ LOCATIONS AT VENEER MASONRY INSTALLED ON PRE-FABRICATED WALLS:
   A. MEJ'S OCCUR AT PANEL BREAKS, PROVIDE BACKER ROD AND SEALANT AT EACH PANEL JOINT. ADDITIONAL CONTROL JOINTS AT DOOR OPENINGS AS CALLED OUT ON ELARGED PANEL ELEVATIONS.
2. MEJ LOCATIONS AT CONVENTIONALLY INSTALLED VENEER MASONRY:
   A. NO LESS THAN 2'-4" FROM OUTSIDE CORNERS AT CMU BACKED WALLS, U.N.O.
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
   C. VERTICAL MEJ REQUIRED AT EVERY EXTERIOR OPENING
3. CJ LOCATIONS IN NON- MASONRY VENEERS:
   A. ALIGN WITH MAS CJS BEHIND
   B. EQUALLY SPACE ALL OTHERS ON MASONRY DIMENSIONS WITH SPANS NOT TO EXCEED 20'-0" O.C.
4. REFER TO ROOF PLAN DRAWINGS FOR DOWNSPOUT, GUTTER, EJ, SCUPPER, AND ROOF LADDER LOCATIONS
5. REFER TO SHEET A9.00 FOR ADDITIONAL EXTERIOR FINISHES AND FINISH NOTES
6. PAINT STEEL ACCESS LADDERS AND SCUPPERS TO MATCH COLOR OF BR-1
7. PRE-FINISHED METAL COPING AND DOWNSPOUTS (PM) TO MATCH COLOR OF AL
8. CONTINUE MASONRY ACCENT SCHEME AT ALL EXT. WALLS, INCLUDING AT ENTRIES, COLUMNS, AND WALLS NOT SHOWN ON ELEVATIONS.
9. BASIS OF DESIGN IS FOR ALL WINDOWS AND DOORS TO BE INSTALLED, FLASHED, AND WATER TESTED PRIOR TO VENEER INSTALLATION. WATER TEST SHALL COMPLY WITH AAMA 501.2.03
10. REFER TO CLOAK FLASHING DETAILS FOR TYPICAL FLASHING CONFIGURATIONS
11. ALL SEALANT OF JOINTS AT BRICK TO MATCH BR-1
12. ALL SEALANT OF JOINTS AT ALUMINUM COMPOSITE METAL PANEL TO MATCH MP-1
13. FOR DOOR AND WINDOW TYPES AT EXTERIOR PRE-FABRICATED PANEL, ICF, AND CONVENTIONAL CONSTRUCTION ELEVATIONS, RE: A6.2-A6.4

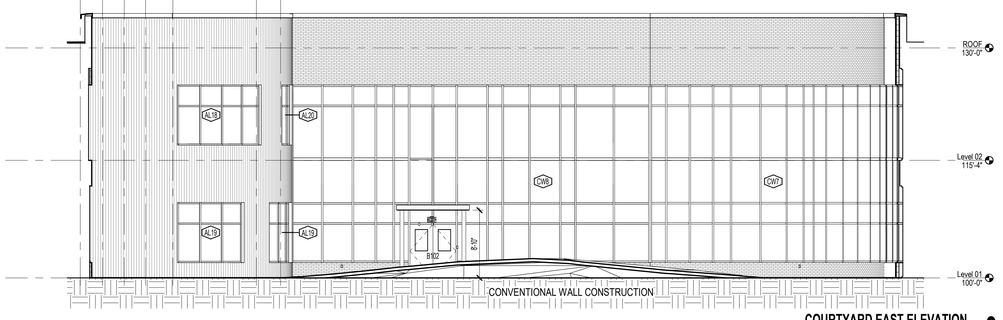
CONVENTIONAL CFMF CONSTRUCTION: SHOWN FOR CONTEXT



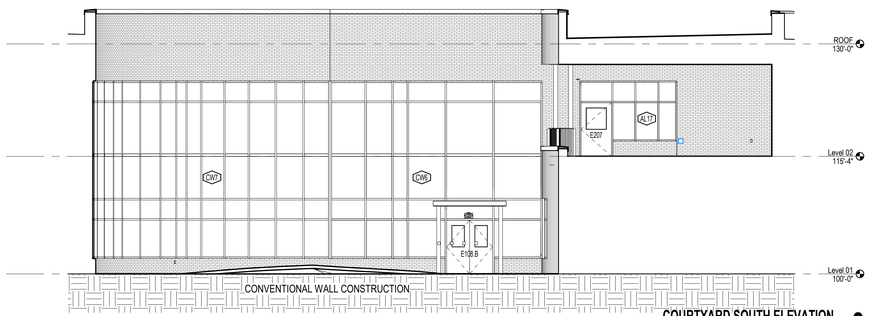
COURTYARD WEST ELEVATION 5
SCALE: 1/8" = 1'-0"



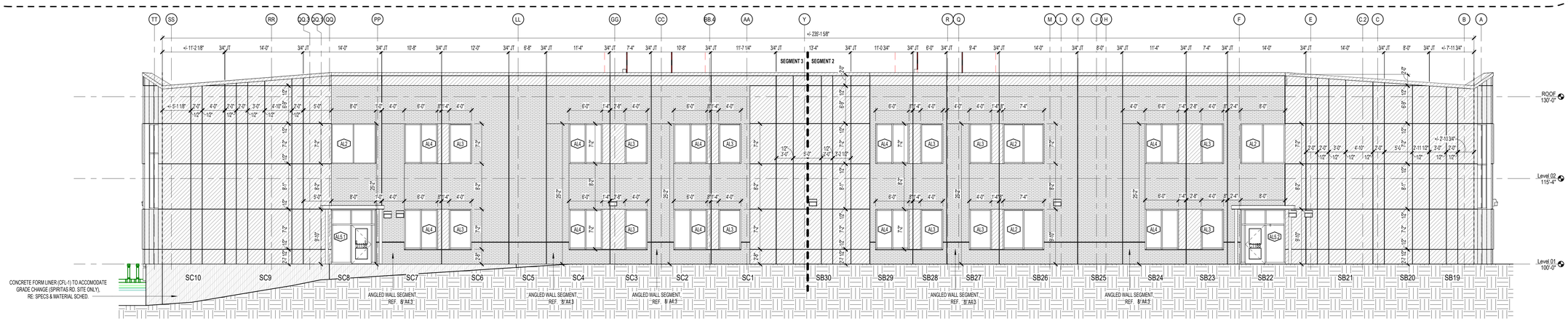
COURTYARD NORTH ELEVATION 4
SCALE: 1/8" = 1'-0"



COURTYARD EAST ELEVATION 3
SCALE: 1/8" = 1'-0"



COURTYARD SOUTH ELEVATION 2
SCALE: 1/8" = 1'-0"



EAST ELEVATION 1 - WALL PANELIZATION 1
SCALE: 1/8" = 1'-0"

pfluger
office: 469.333.2121 | fax: 469.333.2125
603 Munger Ave, Suite 130
Dallas, Texas 75202
pflugerarchitects.com

NEW DENTON ISD ELEMENTARY SCHOOL
SPIRITAS RANCH SITE

DENTON INDEPENDENT SCHOOL DISTRICT
1307 NORTH LOCUST STREET
DENTON, TEXAS 76201

REGISTERED ARCHITECT
CHRISTOPHER M. MOORE
STATE OF TEXAS
DATE: 04/03/2023

PROJECT NO. 22-022
DATE: 04/03/2023
DRAWN BY: Author CHECKED BY: CMM
REVISIONS:

No.	Date	Description
1	04/14/2023	ADDENDUM 1
3	00/00/0000	ADDENDUM 3 - POST BID

BIDDING AND PERMITTING SET

A6.4
EXTERIOR PANEL ELEVATIONS

Autodesk Docs://22-022 - Denton ISD New Elementary Schools 26-28/22-022_ARCH_Denton_ES Prototype_R23.rvt
4/25/2023 9:48:56 AM

1234
DENTON ELEMENTARY SCHOOL

1234
DENTON ELEMENTARY SCHOOL

TARY SCHOOL

Date:	10/17/2023
Agenda Item #:	5. E.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1736 Regarding a Request to Amend Existing Planned Development Ordinance No. 1696, by Incorporating an Additional 2.911 Acres Of Land, Currently Zoned as Light Commercial, Generally Located on the Northwest Corner of East Eldorado Parkway and Pecan Drive, within Little Elm's Town Limits, in Order to Establish a Site Plan and Modified Development Standards, for a New 28,579 Square Foot Commercial Retail Building.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1736:

DESCRIPTION:

Location.
Generally located on the northwest corner of East Eldorado Parkway and Pecan Drive, within Little Elm's town limits.

Background.
This proposal encompasses two properties, 1729 and 2091 E. Eldorado Parkway. The subject properties were annexed into the Town in 1966 through Ordinance No. 19. These properties are connected by Town-owned land, with a seasonal creek running through it. All three properties were originally zoned Light Commercial through Ordinance No. 388. The area is surrounded by Light Commercial uses to the east, northeast, and west, green space to the north, associated with a residential subdivision, and residential on the south side of Eldorado Parkway.

In 2021 the Town approved a Planned Development (PD) District for 1729 E. Eldorado Parkway (1729) through Ordinance No. 1643, which was later amended in 2022 via Ordinance No. 1696. The purpose of the amendment was to establish the possibility of allowing a mutual access easement through town property located between both sites, allowing a second point of access for the 1729

property.

In 2019, the applicant obtained approval of a Site Development Permit for the development of 2091 E. Eldorado Parkway (2091) by-right. Unfortunately, in 2022 this permit expired due to inactivity and upon conversations with Staff, it was discovered that the proposed development plans no longer met the most current zoning regulations. In February 2023, Staff, the Property owner, and their engineering team concluded the best course of action is to request an amendment to existing Ordinance No. 1696 in order to combine the two properties owned by the same developer into one cohesive PD document.

In April 2023 the applicant submitted a request to amend PD Ordinance No. 1696 in order to include the 2091 property, utilizing Light Commercial district standards with just a couple variations in order to accommodate the previously approved, now expired, commercial development, provide design and landscape enhancements, and allow both sites to be cohesively represented under one PD Ordinance.

The requested PD Ordinance would subsequently be followed by a Development Agreement to ensure all aspects of the proposed development plans are memorialized in perpetuity.

Proposal.
The property owner is proposing to amend the existing PD to include the property located at 2091 E. Eldorado Parkway within the PD boundary in order to establish modified development standards and allow the development of a 28,579 square-foot, single story, commercial building. The property owner is proposing to meet Light Commercial district requirements with the following requested modifications to the standards, specific to the 2091 property:

- Parking: Reduced parking space requirements of 9 feet by 20 feet.
- Foundation Planting: Requirement is met through provision of increased landscape area, the applicant is raising required landscape area from 10% of the vehicle use area to 15% of the vehicle use area, and inclusion of a pedestrian seating area within the site.

Uses.
The allowed uses will remain the same as are currently permitted under the Light Commercial district.

Design Standards.
The proposed building for 2091 embodies the Town's requirements for tripartite design, materials, articulation, and setback requirements, as well as provides various design details. Glazing on the primary façade is 33%, with 23% and 30% on the west and east facades, respectively. Class "A" building materials exceed the Town Standard of 80% with 90% on the front façade, and 96% percent on the sides. The rear is 21% class "A" building materials, which meets the Town's requirement of 20% for secondary facades.

The design of the building has been significantly elevated from what was previously approved through the Site Development Permit.

Landscaping Standards.
The proposed landscaping meets the Town's requirements for perimeter plantings, interior planting, planting species and size, and landscaping points. Additionally, the applicant is raising the minimum tree caliper from four inches to six inches. The applicant is proposing an alternative to the foundation planting requirements, by providing an increased landscape area, from 10% of vehicular area to 15%, with inclusion of pedestrian seating areas intentionally located within a

cluster of proposed trees adjacent to the building. The property's limited depth makes it challenging to fully meet Town requirements for foundation planting, landscape setbacks, parking depth, ADA required sidewalk width, and minimum fire lane depth, while maintaining a financially feasible commercial building size. The proposed alternative to foundation planting allows the applicant to adhere to almost all of these standards with the exception of the parking space size.

The 1729 property currently provides for a reduced front yard landscape buffer of six feet, reduced double row of trees adjacent to residential, and eliminates the masonry screening wall.

Parking.
Due to the building size, the parking ratio for the entire site would be 1 spot for every 200 square feet of building space. The proposed site plan accommodates the proposed building size and allows for a mix of typical commercial, retail, and restaurant uses. As previously stated, the applicant is requesting a waiver to reduce the parking size from 10 feet by 20 feet to 9 feet by 18 feet. This is partially due to that lack of site depth, and the fact that building was originally designed as part of the previously approved Site Development Package, so reducing the building size at this time has significant financial implications for the property owner. Maintaining the parking depth at the previously allowed 9 feet allows for the increased interior planting as shown on the plans.

The 1729 property currently provides for a reduced parking space size requirement of 9 feet by 20 feet, and the entire site is parked at a 1:200 ratio.

Subdivision.
The proposed development meets the Subdivision Regulations.

Signage.
This PD Ordinance does not include any deviations from Chapter 86 Sign Ordinance, so both properties will be required to comply with those standards.

Fire and Engineering.
Proposed development plans have been reviewed and generally approved for the purposes of the zoning request only; this is not an approval of the plans for actual construction and does not prevent additional necessary changes to the site plan as determined during the review of the Site Development Permit.

Comprehensive Plan.
Town's Comprehensive Plan and Future Land Use Plan envisions this property as commercial/retail, which aligns with the intent of the proposed development.

Recommendation to Commission.
This is an amendment to a previously approved PD Ordinance in order to allow the inclusion of an additional property, owned by the same developer. Unfortunately, due to the previous Site Development Permit expiration and subsequent amendments to Chapter 106 Zoning Ordinance, the previously approved site no longer met the most current zoning requirements. While the applicant has made significant efforts to meet almost all of the Town's current requirements, the fact that the building was originally designed as part of the previously approved Site Development Package, reducing the building size at this point has significant financial implications.

The applicant's request for consideration of reduced parking size and alternative foundation planting are not atypical from the most recently approved zoning cases.

The applicant has shown good effort to bring the site as much into compliance as possible, as well as to significantly enhance the building design and architectural detail, and to provide an enhanced tree size, which is not common among recent requests.

Staff requested the Commission review the request based on the impact and suitability of the proposed development within the context of the existing area, whether it meets the overall vision for this area and the Town overall, and whether the proposal fits the level of quality and design envisioned by the Town.

Commission Findings.
At their regular meeting on September 21, 2023, the Planning and Zoning Commission discussed the proposed amendment and unanimously (7-0) approved the request as presented.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Planning and Zoning Commission recommends approval of the requested Planned Development amendment as presented.

Attachments

Location Map

Ordinance No. 1736

LITTLE ELM

Planned Development:(23-02198) Zoning Change
Little Elm, TX 75068

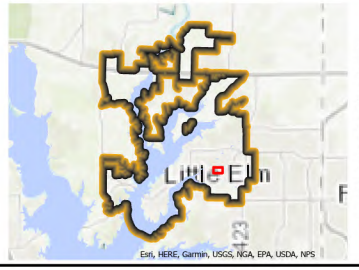
Town of Little Elm
Denton County, Tx

Date: 9/8/2023

N

0 90 180

US Feet



This product is to be used for graphical representation only. The accuracy is not to be taken/ used
as data produced for engineering purposes or by a Registered Professional Land Surveyor
for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed.
Town of Little Elm and its members assume no responsibility for the accuracy of said data.

Project Location: G:\GIS\For Town\Employee\DevServices\Josie\Location Map\

TOWN OF LITTLE ELM

ORDINANCE NO. 1736

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT ORDINANCE NO. 1643, AS AMENDED BY ORDINANCE NO. 1696, IN ORDER TO INCORPORATE AN ADDITIONAL 2.911 ACRES OF LAND, GENERALLY LOCATED AT 2091 EAST ELDORADO PARKWAY, ADOPT NEW DEVELOPMENT PLANS, AND MODIFIED DEVELOPMENT STANDARDS; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A 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 an amendment to existing Planned Development-Light Commercial (PD-LC) through Ordinance No. 1643, as amended by Ordinance No. 1696, with modified development standards on approximately 3.701 acres of land, adopting new site plan and development plans specific to 2091 East Eldorado Parkway, more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is 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 September 21, 2023 the Planning & Zoning Commission considered and made recommendations on Case No. PD-23-01297; 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 amending existing Planned Development-Light Commercial (PD-LC) through Ordinance No. 1643, as amended by Ordinance No. 1696, incorporating additional 2.911 acres of land, generally located at 2091 East Eldorado Parkway, and adopting development plans and modified development standards specific to such land, for proposed new commercial development. This Ordinance includes two properties, totaling 3.701 acres of land generally located at 1729 and 20921 East Eldorado Parkway, on the north side of Eldorado Parkway, within Little Elm Town limits, 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 for both properties shall be in accordance with the Light Commercial (LC) District and all applicable provisions of Chapter 106 – Zoning Ordinance in general, with the exception of the following requirements, individual to each property as listed below, which are otherwise captured within the development plans for each property, as depicted within **Exhibit B** attached hereto:

1. 1729 East Eldorado Parkway

- **a.** Minimum lot size .79 acres
- **b.** front yard landscape buffer 6 (six) feet
- **c.** rear landscape buffer 5 (five) feet, except where the dumpster enclosure encroaches into the setback as shown o the plans

d. double row of tree planting along residential adjacency not required

e. eight-foot masonry screening wall along the rear of the property not required

f. single dumpster enclosure allowed

g. parking spaces allowed at nine feet in width by 20 feet in length

2. 2091 East Eldorado Parkway

a. parking spaces allowed at nine feet in width by 20 feet in length

b. Foundation Planting Requirement is met through provision of increased landscape area and inclusion of a pedestrian seating area within the site. Required landscape area shall be raised from 10% of the vehicle use area to 15%.

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

a) The property owner must obtain an access easement and maintenance agreement from the Town, and an access easement agreement from the property to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site property for cross-access. Fully executed agreements must be presented with the plat submittal.

b) 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.

c) 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.

d) 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 17th day of October, 2023.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

EXHIBIT A

Property Description - 1729 East Eldorado Parkway

BEING a part of Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in County Clerk # 2014-420, Land Records, Denton County, Texas, and being more particularly described by metes and bounds:

COMMENCING from 5/8 inch iron rod with cap stamped "KHA" found lying on the northerly right-of-way line of FM 720 (Eldorado Parkway) (variable width right-of-way) and the northwesterly right-of-way line of Pecan Drive (60 foot right-of-way), also being a southeasterly corner of Lot 2, Block A, Elm Little Property;

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 900.10 feet to a 5/8 inch rod with cap stamped "KHA" found for the northerly corner of Lot 3, Block A, of said Elm Little Property;

BEGINNING at 5/8 inch iron rod with cap stamped "KHA" found,

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 196.07 feet to a 5/8 inch rod with cap stamped "KHA" found for the southeasterly corner of Lot 2, Block A, of said Retail FM 720 Addition,

THENCE over and across said Lot 3, Block A the following courses and distance as follow:

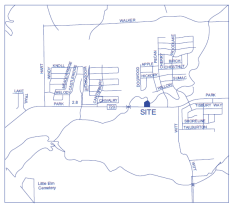
North 88 degrees 41 minutes 08 seconds East, a distance of 1.17 feet to a 1/2 inch iron rod with cap stamped "PETIT" found for corner;

North 71 degrees 22 minutes 24 seconds East, a distance of 152.20 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

South 27 degrees 50 minutes 11 seconds East, a distance of 104.38 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, a distance of 116.47 feet to the POINT BEGINNING and containing 34,397 square feet or 0.790 acres of land.

VICINITY MAP - NOT TO SCALE



45 30 15 0 15 30 45

SCALE 1"=30'

GENERAL NOTES

1) According to the F.I.R.M. No. 48121C0420G, the subject property lies in Zone X and does not lie within a Flood Prone Hazard Area as shown per LOMR #11-06-2132P dated 06/14/2011.

2) Bearings are based upon the Texas State Plane Coordinate System, Texas North Central Zone, (4202) North American Datum of 1983, (2011)

3) There was observed evidence of earth moving work, building construction or building additions within recent months and there was no observed evidence of any changes in street right of way lines, the site being used as a solid waste dump, sump or sanitary landfill or of recent street or sidewalk construction or repairs.

4) There is no observable evidence of the site being used as a cemetery.

5) Subject property has direct access to FM 720 (Eldorado Parkway) and Pecan Drive, which are dedicated public right-of-ways maintained by the City of Little Elm,Texas as shown.

6) The utilities shown were located from field survey information only. The Surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The Surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although the Surveyor does certify that they are located as accurately as possible from information available from on-the ground measurements. the Surveyor has not physically located the underground utilities.

7) Benchmark: Monument No. 2 located northeast corner of D.H. Brent Elementary School, and West of Witt Drive.
Northing: 7,109,829.55'
Easting: 2,457,580.45'
Elev. 559.59

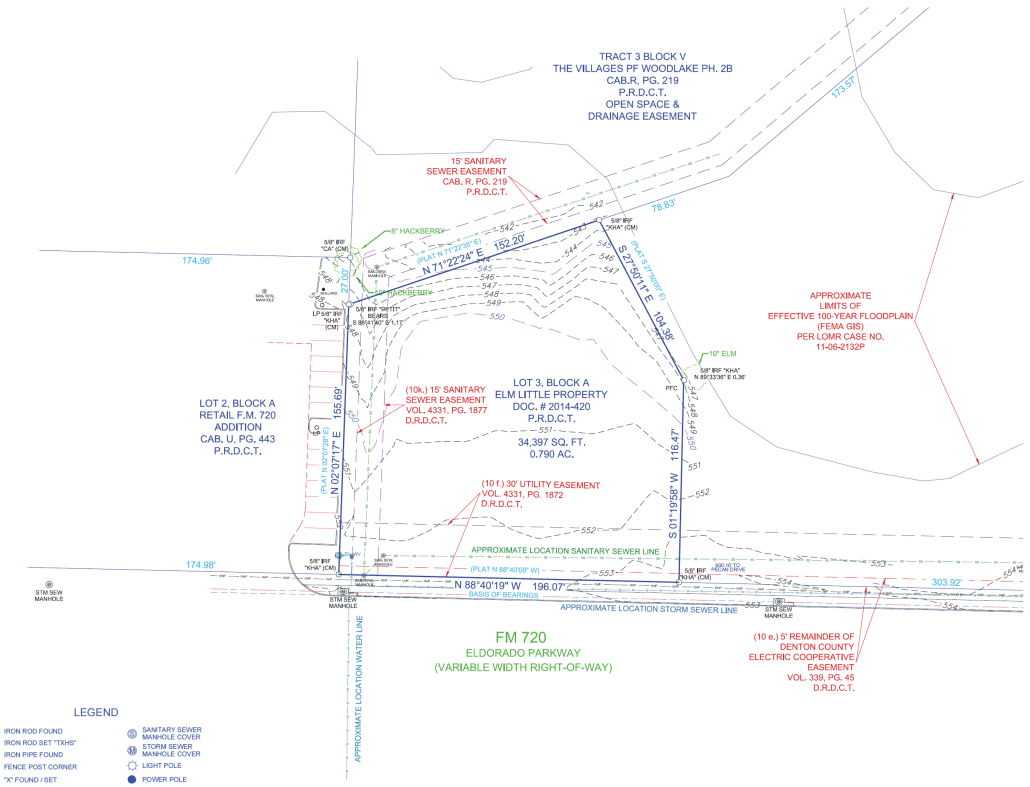
PROPERTY DESCRIPTION

Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in County Clerk's File No. 2014-420, Land Records of Denton County, Texas.

EXCEPTIONS TO THE TITLE COMMITMENT

AS RELIED UPON AND PROVIDED BY REPUBLIC TITLE OF TEXAS AND FIRST AMERICAN TITLE INSURANCE COMPANY G.F. NO. 1002-259592-RTT WITH AN EFFECTIVE DATE OF AUGUST 01, 2018 AND AN ISSUED DATE OF AUGUST 20, 2018.

Exception No.	Recording Information	DESCRIPTION OF EASEMENT	Applies to Subject tract	Shown Graphically on Attached Survey Plat
10 e.	VOL. 339, PG. 45	Easement to Denton County Electric Cooperative, Inc.,	YES	YES
10 f.	VOL. 4331, PG. 1872	Easement to City of Little Elm.	YES	YES
10 g.	VOL. 4064, PG. 1524	Terms, provisions and conditions of Agreement for Installation of Utilities in Lieu of Payment of Impact Fees.	YES	NO
10 i.	CC NO. 2017-117107	Terms, provision, condition and easement contained in Utility Easement Agreement.	NO	NO
10 j.	CC NO. 2017-117108	Terms, provision, condition and easement contained in Reciprocal Access Easement Agreement.	NO	NO
10 k.	VOL. 4331, PG. 1877	Easement to City of Little Elm.	YES	YES
10 l.	DOC# 2014-420	All Easements & Building Lines as shown Plat of Elm Little Property	YES	YES



LEGEND

- IRON ROD FOUND
- IRON ROD SET "TXHS"
- IRON PIPE FOUND
- FENCE POST CORNER
- "X" FOUND / SET
- ELECTRIC METER
- WM WATER METER
- CM CONTROLLING MONUMENTS
- OHP OVERHEAD POWER LINE
- SANITARY SEWER MANHOLE COVER
- STORM SEWER MANHOLE COVER
- LIGHT POLE
- POWER POLE
- FIRE HYDRANT
- WV WATER VALVE

NO ON-SITE PARKING
NO ZONING INFORMATION
PROVIDED BY CLIENT AT THE TIME SURVEY WAS COMPLETED.

SURVEYOR'S CERTIFICATE

To: Lokesh Prasad, Elm Little, LP, 3P Little Elm, Republic Title of Texas, Inc., and First American Title Insurance Company in connection with the transaction described in GF# 1002-259592-RTT.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a)(b), 7(a) 8, 9, 11, 13, 14, 16, 17, 19 of Table A thereof. The Field work was completed on: September 13, 2018.

Gary E. Johnson
Registered Professional Land Surveyor No. 5299

STATE OF TEXAS · REGISTERED · GARY E. JOHNSON · NO. 5299 · PROFESSIONAL LAND SURVEYOR

TEXAS HERITAGE SURVEYING, LLC

10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com
Firm #10169300

ALTA/NSPS SURVEY

ELDORADO PARKWAY
LOT 3, BLOCK A
ELM LITTLE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134
CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

DATE: 09/25/2018 / REVISED: 10/02/2018 / JOB # 1802750-2 / SCALE - 1" = 30' JWR

Exhibit A

Property Location - 2091 E Eldorado Pkwy

WHEREAS, **3P LITTLE ELM, LLC**, is the owner of a 2.91 acre tract of land out of the A.W. ROBERTSON SURVEY, ABSTRACT NUMBER 1134 and the ALLEN VISTAL SURVEY, ABSTRACT NUMBER 1312, situated in the Town of Little Elm, Denton County, Texas, being a part of Lot 2, Block A of Elm Little Property, an addition to the Town of Little Elm, Texas, recorded in Document No. 2014-420 of the Plat Records of Denton County, Texas, being that same 2.911 acre tract of land conveyed to 3P Little Elm, LLC by Special Warranty Deed of record in Document No. 2018-123296 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 5/8 inch iron rod with red plastic cap stamped "KHA" found in the North right-of-way line of Farm to Market Road 720 (120 foot public right-of-way), being the Southeast corner of Lot 1, Block A of said Elm Little Property, also being the Southwest corner of said Lot 2, said 2.911 acre tract and hereof;

THENCE, leaving the North right-of-way line of Farm to Market Road 720, along the East line of said Lot 1 and the common West line of said Lot 2 and said 2.911 acre tract, the following three (3) Courses and distances:

1. N01°14'26"E, a distance of 125.81 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" found;
2. N35°29'32"E, a distance of 131.38 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" found;
3. S88°27'18"E, a distance of 93.51 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" found at the Southwest corner of a called 1.782 acre tract of land conveyed to The LPT Group, LLC by deed of record in Document No. 2017-117106 of said Official Public Records;

THENCE, leaving the East line of said Lot 1, along the common line of said 2.911 acre tract and said 1.782 acre tract, over and across said Lot 2, the following five (5) courses and distances:

1. S88°41'57"E, a distance of 112.51 feet to an X-cut in concrete set;
2. S01°18'03"W, a distance of 34.10 feet to an X-cut in concrete set;
3. S88°41'57"E, a distance of 263.09 feet to an X-cut in concrete set;
4. S48°28'47"E, a distance of 49.97 feet to an X-cut in concrete set;
5. S88°41'57"E, a distance of 34.74 feet to an X-cut in concrete set in the West right-of-way line of Pecan Drive (60 foot public right-of-way), being the East line of said Lot 2, also being the Southeast corner of said 1.782 acre tract, also being the Northeast corner of said 2.911 acre tract and hereof;

THENCE, S01°15'27"W, along the West right-of-way line of Pecan Drive, being the East line of said Lot 2 and said 2.911 acre tract, a distance of 143.50 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" found at the North end of a cut-back line at the intersection of Pecan Drive and the North right-of-way line of Farm to Market Road 720;

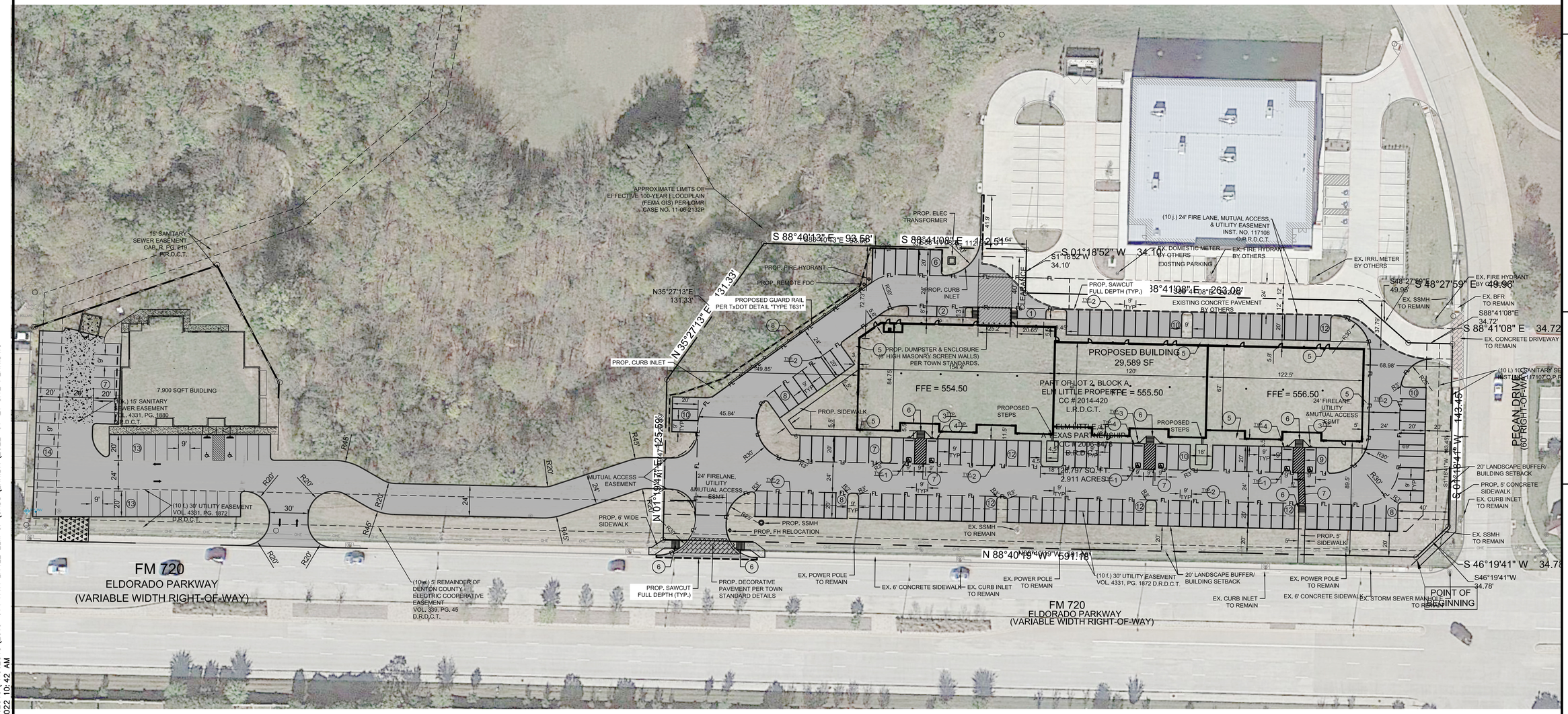
THENCE, S46°34'26"W, along said cut-back line, being the East line of said Lot 2 and said 2.911 acre tract, a distance of 34.88 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" found at the South end of said cut-back line, being the Southeast corner of said Lot 2, said 2.911 acre tract and hereof;

THENCE, N88°40'01"W, along the North right-of-way line of Farm to Market Road 720, being the South line of said Lot 2 and said 2.911 acre tract, a distance of 591.02 feet to the **POINT OF BEGINNING** and containing an area of 2.91 Acres, or (126,801 Square Feet) of land, more or less.

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
190 CENTRAL DR, SUITE #406
BEDFORD, TX 76021
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

HVA 3P RETAIL
FM 720 & PECAN DR.
LITTLE ELM, TX

GRAPHIC SCALE
40 0 20 40 80
1 inch = 40 ft.



This image is for reference purposes only and is not intended to reflect any site development standards.

OVERALL SITE PLAN

No.	DATE	REVISION	BY

DESIGN:	MKT
DRAWN:	MKT
CHECKED:	CLC
DATE:	2/3/2020

SHEET
EX-1

File No. 2019-014

PLOTTED BY: CLAY CRISTY
PLOT DATE: 9/8/2023 10:28 AM
LOCATION: Z:\PROJECTS\PROJECTS\2019-014 HVA LITTLE ELM 3P\CADD\EXHIBIT\2022-01-21 SITE PLAN.DWG
LAST SAVED: 1/21/2022 10:42 AM

EXHIBIT B

Development Plans - 1729 East Eldorado Parkway

3P ELM
SITE DEVELOPMENT PLANS

TOWN OF LITTLE ELM, TEXAS

Sheet List Table	
SHEET NUMBER	SHEET TITLE
C0.00	COVER SHEET
C1.00	DIMENSIONAL CONTROL PLAN
C1.10	PAVING PLAN
C1.20	FIRE PROTECTION PLAN
C2.00	GRADING PLAN
C3.00	UTILITY PLAN
C4.00	EROSION CONTROL PLAN
C4.10	EROSION CONTROL DETAILS
C5.00	DETAIL SHEET
C5.10	DETAIL SHEET
C5.20	DETAIL SHEET
C5.30	DETAIL SHEET
C5.40	DETAIL SHEET
A4	ELEVATIONS
L1.0	LANDSCAPE NOTES & DETAILS
L2.0	LANDSCAPE PLAN

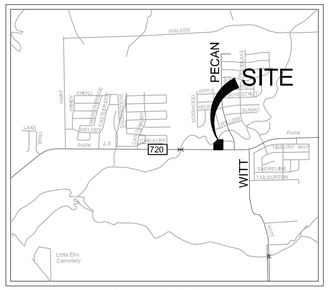
OWNER/DEVELOPER:
3P LITTLE ELM LLC
5431 BEACON HILL DR
FRISCO, TEXAS 75034
PHONE: 214-838-4198
EMAIL: LOKESHP@HOTMAIL.COM

CIVIL ENGINEER:
RAO VASAMSETTI, P.E.
RAO'S CONSULTING ENGINEERS, LLC
P.O.BOX 592991
SAN ANTONIO, TX 78258
PHONE: 210-549-7557
EMAIL: RAO@RAOSENGINEERING.COM

ACRES: 0.79 ACRES

SUBMITTAL DATE: 01/27/2021

LEGAL DESCRIPTION: LOT 3, BLOCK A, ELM LITTLE PROPERTY, AN ADDITION TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 2014-420, LAND RECORDS OF DENTON COUNTY, TEXAS.



LOCATION MAP
NOT TO SCALE

10/21/2022
STATE OF TEXAS
RAO S. VASAMSETTI
104346
LICENSED PROFESSIONAL ENGINEER

PRIMARY CONTACT PERSON: RAO VASAMSETTI, P.E.

RCE RAO'S CONSULTING ENGINEERS
TXPE F#0001765
P.O. BOX. 592991 SAN ANTONIO TX.78258
PHONE: 210.549.7557. FAX:512.856.4595
ww.raosengineering.com

REVISION #	DESCRIPTION	DATE

PERMIT SET

PROJECT DESCRIPTION:
3P ELM
1728 E ELDORADO PKWY,
LITTLE ELM, TX 75068

TITLE:
COVER SHEET

DATE : 07/20/22	JOB NO. 2019-768
DESIGNED BY : RV	DRG NO C0.00
DRAWN BY : MO	
CHECKED BY : RV	

Date: Oct 24, 2022, 8:14am User ID: vasin Layout: COVER SHEET
File: P:\SHARED J FILES\Projects\Denton County\3P ELM - Retail\Project\Design\Civil\Fixtures sheets\SHEETS.dwg Layout name: COVER SHEET

ACRES: 0.79 ACRES

LOT 3, BLK A, ELM PROPERTY SUBDIVISION

ABSTRACT NO.: 1312

SURVEY: ALLEN VESTAL SURVEY

SUBMITTAL DATE: 01/27/2021

BENCHMARK "A"

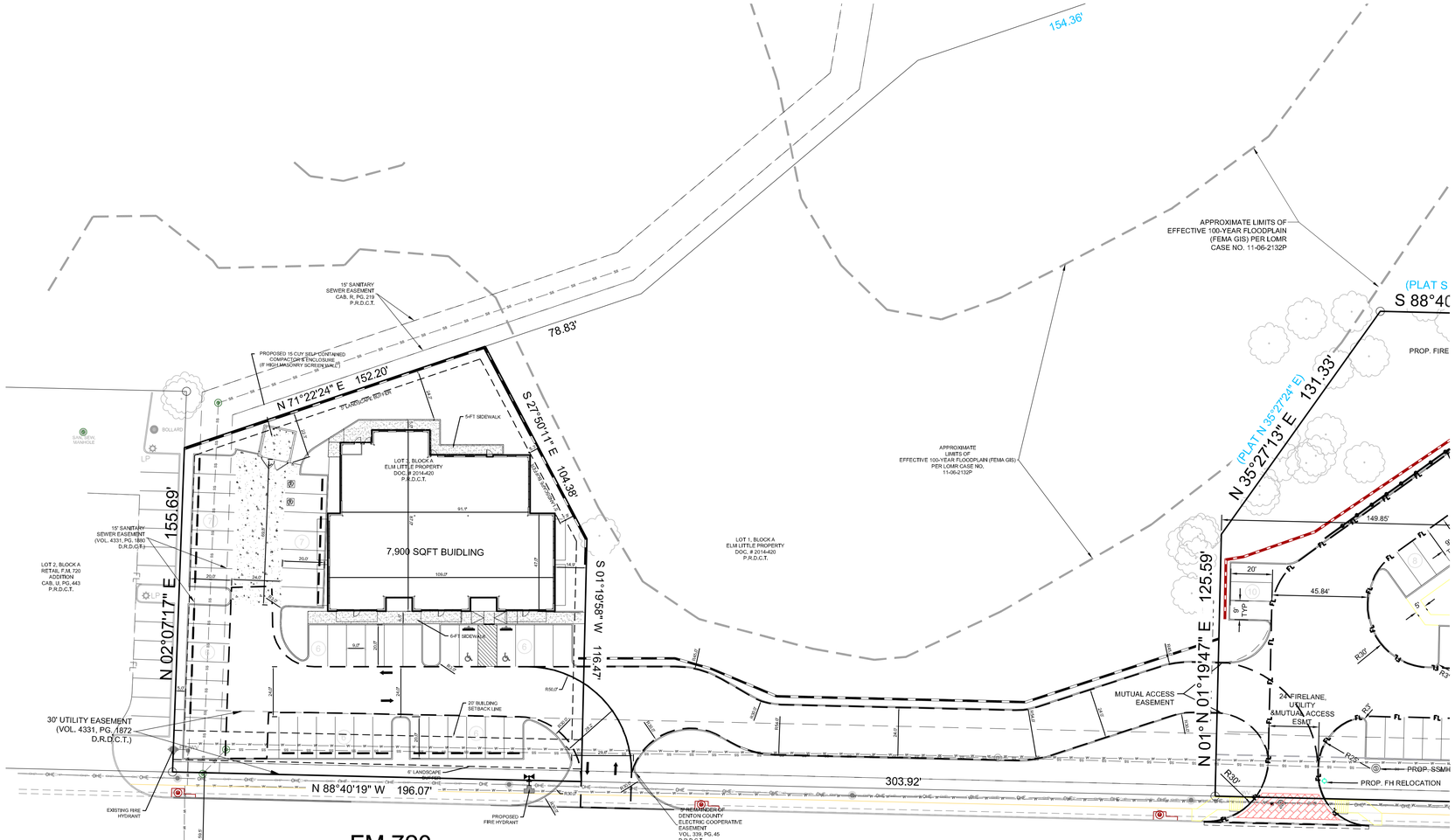
DESCRIPTION
"X" MARK ON FIRE HYDRANT
N:7111817.12
E: 2455948.39

ELEVATION =552.14'

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY THE BENCHMARK DEPICTED ON THIS DRAWING AND REPORT ANY DISCREPANCIES IN THE ELEVATION OR DESCRIPTION TO THE CIVIL ENGINEER IMMEDIATELY.

DIMENSIONAL CONTROL NOTES:

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO THE START OF CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING ALL HORIZONTAL AND VERTICAL CONTROL PER THE CONSTRUCTION DRAWINGS.
3. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL USE THE PROPERTY PINS FOR HORIZONTAL CONTROL POINTS. BENCHMARKS ARE NOT TO BE USED FOR HORIZONTAL CONTROL.
4. ALL DIMENSIONAL CONTROL POINTS AND DIMENSIONS ARE TO THE FACE OF CURB. ALL DIMENSIONS ARE PERPENDICULAR TO THE POINT OF REFERENCE.
5. REFER TO THE ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL DIMENSIONAL CONTROL INFORMATION. ONLY MINIMUM BUILDING AND PROPERTY CONTROL POINTS ARE PROVIDED ABOVE.
6. CURB RADII ARE 3' UNLESS OTHERWISE NOTED ON THE DRAWINGS.
7. ALL CURBS WITHIN PRIVATE PROPERTY ARE 6" HIGH AND ALL CURBS WITHIN PUBLIC RIGHT-OF-WAY ARE 6" HIGH EXCEPT AT CURB RAMPS OR SPECIFICALLY NOTED OTHERWISE.



SITE DATA SUMMARY CHART

SITE DATA SUMMARY	EXISTING	PROPOSED
EXISTING ZONING	PD-LC through Ord No. 1643	PD - LIGHT COMMERCIAL
LAND USE DESIGNATION	RETAIL/COMMERCIAL	RETAIL
GROSS ACREAGE	0.79	
NET ACREAGE	0.79	
NUMBER OF PROPOSED LOTS	1	
PERCENTAGE OF SITE COVERAGE		80% (27,529 SF)
AREA OF OPEN SPACE		0
PERCENTAGE OF OPEN SPACE		0%
PERCENTAGE OF LANDSCAPE		20% (6,882 SF)
AREA OF IMPERVIOUS COVERAGE		27,529 SF
PERCENTAGE OF IMPERVIOUS COVERAGE		80% (27,529 SF)
PROPOSED BUILDING AREA (SQUARE FOOTAGE FOOTPRINT)		7,900 SF
NUMBER OF SINGLE-STORY BUILDINGS		1
NUMBER OF TWO-STORY BUILDINGS		0
MAXIMUM BUILDING HEIGHT		21-FT - 4-INCH
PROPOSED FLOOR AREA		7,900 SF
PROPOSED FLOOR AREA BY USE		RETAIL
REQUIRED PARKING (1:200 SQFT.)		40
PROVIDED PARKING		47
STANDARD		43
HANDICAP		2
ELECTRIC VEHICLE CHARGE POINTS		2
TOTAL		47
INVENTORY PARKING		-
REQUIRED LOADING SPACES		NONE
PROVIDED LOADING SPACES		NONE
AREA OF OUTSIDE STORAGE		NONE
PERCENTAGE OF OUTSIDE STORAGE		0

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION.
2. ALL DIMENSIONS ARE TO FACE OF CURB TO CENTER OF PAINT STRIPING, OR PERPENDICULAR TO THE PROPERTY LINE. ALL RADII ARE TO FACE OF CURB.
3. ALL CURB RADII ARE 3', UNLESS OTHERWISE NOTED.
4. COORDINATE CONTROL FOR PARKING DRIVES, DRIVEWAYS, AND ISLANDS IS AS SHOWN. NO OFFSETS FROM FACE OF CURB OR BUILDINGS ARE GIVEN.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION ANY DAMAGE DONE TO EXITING UTILITIES, FENCES, PAVEMENT, CURBS, DRIVEWAYS, SIDEWALKS, OR SIGNS.
6. CONTRACTOR SHALL PRESERVE ALL PROPERTY CORNER PINS/RODS, CONTROL POINTS, AND BENCHMARKS. IF ANY ARE DESTROYED OR REMOVED BY THE CONTRACTOR OR HIS EMPLOYEES, THEY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. THE BOUNDARY/TOPO SURVEY SHALL BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS.
8. ALL CURBS ARE 6" HIGH, UNLESS OTHERWISE NOTED.
9. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL CONFORM TO ALL APPLICABLE CITY OF FLORESVILLE AND WILSON COUNTY SPECIFICATIONS.
10. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING.
12. ALL CONCRETE SHALL BE 4,000 P.S.I. UNLESS OTHERWISE NOTED.
13. PROPOSED PARKING LOT STRIPING SHALL BE 4" SOLID YELLOW STRIPING UNLESS NOTED OTHERWISE. REFERENCE DETAIL SHEET FOR STRIPED ISLANDS.
14. REFERENCE LANDSCAPE PLANS FOR LANDSCAPING.
15. ALL PAVEMENT MARKINGS AND SIGNAGE OF ACCESSIBLE PARKING AREAS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT TAS AND ADA STANDARDS.
16. FIRE LANES SHALL BE PROVIDED IN ACCORDANCE WITH LITTLE ELM
17. REQUIREMENTS AND SHALL HAVE A MIN. INSIDE TURNING RADIUS OF 30', UNLESS OTHERWISE NOTED.
18. FIRE HYDRANTS SHALL BE PROVIDED IN ACCORDANCE WITH LITTLE ELM REQUIREMENTS.
19. ALL SCREENING WILL BE PROVIDED IN ACCORDANCE WITH LITTLE ELM REQUIREMENTS.
20. FINAL SIDEWALK DESIGN SHALL BE PROVIDED IN ACCORDANCE WITH APPROVED ZONING.

SITE PLAN

ELM LITTLE PROPERTY
BLOCK 'A' LOT 3
0.79 ACRES, ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134

LOT 3, BLOCK A, ELM LITTLE PROPERTY, AN ADDITION TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 2014-420, LAND RECORDS OF DENTON COUNTY, TEXAS.

OWNER/DEVELOPER:
3P LITTLE ELM LLC
5431 BEACON HILL DR
FRISCO, TEXAS 75034
PHONE: 214-838-4198
EMAIL: LOKESHP@HOTMAIL.COM

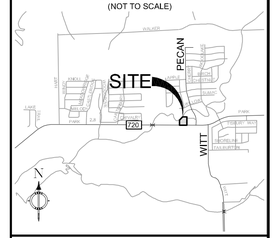
CIVIL ENGINEER:
RAO VASAMSETTI, P.E.
RAO'S CONSULTING ENGINEERS, LLC
P.O.BOX 592991
SAN ANTONIO, TX 78258
PHONE: 210-549-7557
EMAIL: RAO@RAOSENGINEERING.COM

PERMIT SET

REV. NO.	DESCRIPTION	DATE

Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

- PROPOSED CONCRETE HEADER CURB
- PROPOSED CONCRETE CURB
- EXISTING CONCRETE CURB
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- PROPOSED REMOTE FIRE DEPARTMENT CONNECTION
- MISC. TRAFFIC SIGN
- GUARD POST
- EXISTING WATER VALVE
- PROPOSED WATER VALVE
- LIGHT POLE
- POWER POLE
- TRAFFIC LIGHT
- ACCESSIBLE PARKING
- ELECTRIC VEHICLE CHARGE STATION
- EXISTING CONCRETE AREAS
- WHEELSTOP
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING OVERHEAD ELECTRIC
- RETAINING WALL
- SAWTOOTH CURB
- SINGLE LAMP LIGHT POLE
- RADIUS LINES REPRESENTS THE TRAVEL PATH OF THE FIRE TRUCK FOR FIRE DEPARTMENT REVIEW ONLY.

N W E S

30' 15' 0' 30' 60'
SCALE 1" = 30'

SIGNATURE/SEAL

10/21/2022
STATE OF TEXAS
RAO S. VASAMSETTI
104346
LICENSED PROFESSIONAL ENGINEER

RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.806.4095
ww.raosengineering.com

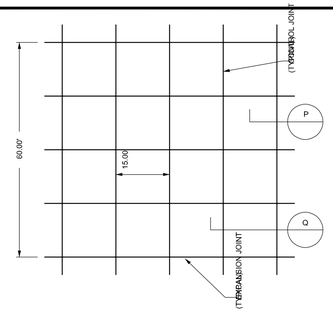
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

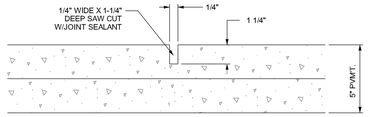
SITE PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C1.00
CHECKED BY : RV	



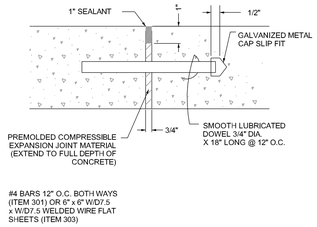
1 TYPICAL JOINT LAYOUT

N.T.S



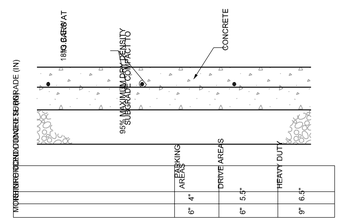
2 CONTROL JOINT

N.T.S



3 DOWELLED EXPANSION JOINT

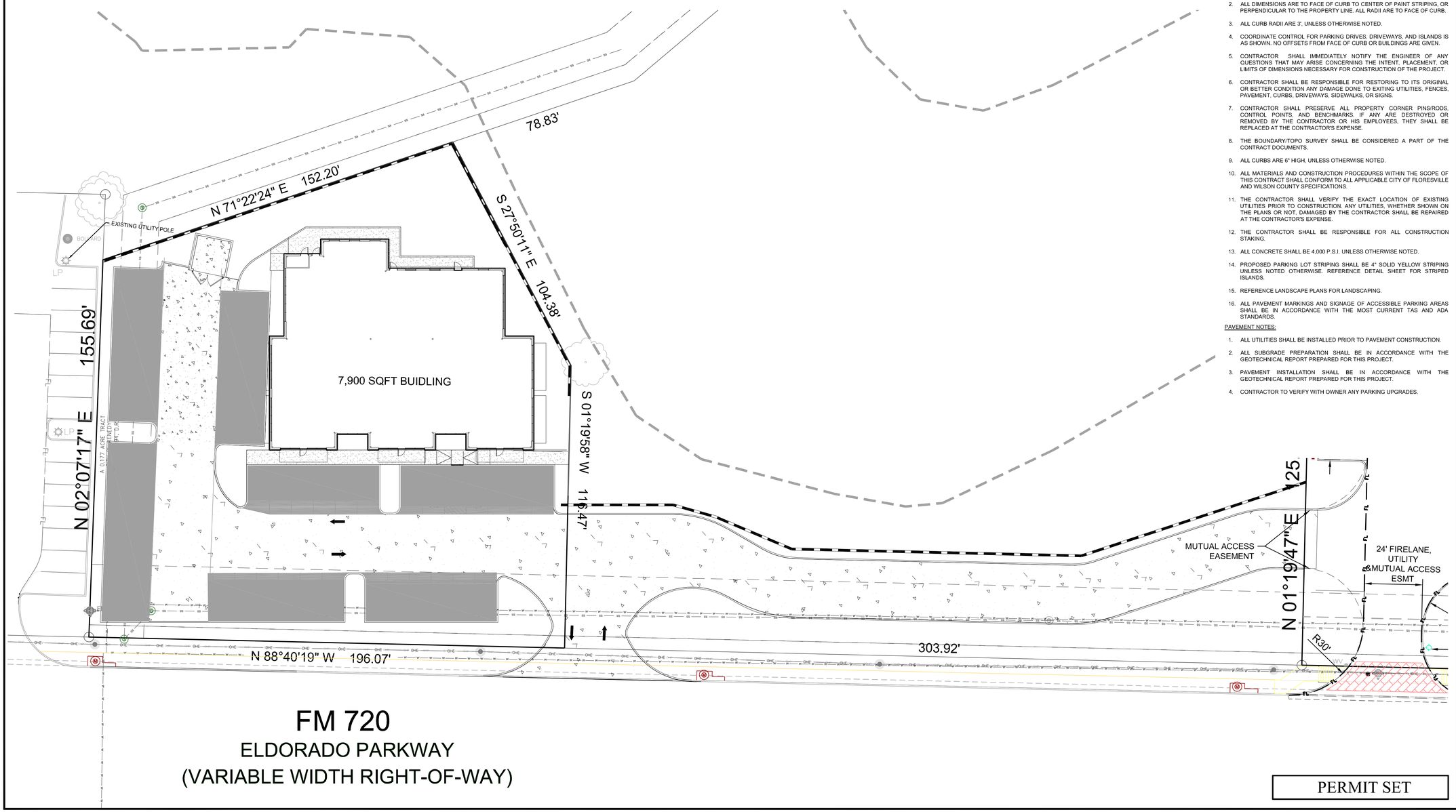
N.T.S



REF: GEOTECH REPORT BY

4 CONCRETE PAVEMENT

N.T.S



PERMIT SET

KEY NOTES:

1. CURB RAMP @ 12:1 MAX SLOPE
2. ACCESSIBLE SIGN AND WHEEL STOP
3. PROPOSED BOLLARD/GUARD POST CONFIRM EXACT LOCATION WITH CONSTRUCTION MANAGER
4. ASPHALT TO CONCRETE JUNCTION
5. MATCH EXISTING TOP OF PAVEMENT AND/OR TOP OF CURB ELEVATIONS
6. PROPOSED 4" SINGLE SOLID YELLOW STRIPE (TYP.)
7. PROPOSED 4" WIDE YELLOW STRIPE, 24" O.C.
8. PROPOSED LIGHT DUTYPAVEMENT
9. PROPOSED HEAVY DUTY PAVEMENT
10. PROPOSED 8" CONCRETE PAVEMENT
11. CONTRACTOR TO DOWEL IN PROPOSED CONCRETE PAVEMENT. SEE CONCRETE TO CONCRETE JUNCTION DETAIL ON THIS SHEET.
12. PROPOSED CONCRETE SIDEWALK
13. PROPOSED ADA PARKING STRIPING AND SYMBOLS
14. PROPOSED DRIVE THRU CLEARANCE SIGN
15. PROPOSED DIRECTIONAL ARROWS
16. TRUCK WHEEL STOP
17. LIMITS OF PROPOSED PAVING

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION.
2. ALL DIMENSIONS ARE TO FACE OF CURB TO CENTER OF PAINT STRIPING, OR PERPENDICULAR TO THE PROPERTY LINE. ALL RADII ARE TO FACE OF CURB.
3. ALL CURB RADII ARE 3', UNLESS OTHERWISE NOTED.
4. COORDINATE CONTROL FOR PARKING DRIVES, DRIVEWAYS, AND ISLANDS IS AS SHOWN. NO OFFSETS FROM FACE OF CURB OR BUILDINGS ARE GIVEN.
5. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS NECESSARY FOR CONSTRUCTION OF THE PROJECT.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION ANY DAMAGE DONE TO EXITING UTILITIES, FENCES, PAVEMENT, CURBS, DRIVEWAYS, SIDEWALKS, OR SIGNS.
7. CONTRACTOR SHALL PRESERVE ALL PROPERTY CORNER PINS/RODS, CONTROL POINTS, AND BENCHMARKS. IF ANY ARE DESTROYED OR REMOVED BY THE CONTRACTOR OR HIS EMPLOYEES, THEY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. THE BOUNDARY/TOPO SURVEY SHALL BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS.
9. ALL CURBS ARE 6" HIGH, UNLESS OTHERWISE NOTED.
10. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL CONFORM TO ALL APPLICABLE CITY OF FLORESVILLE AND WILSON COUNTY SPECIFICATIONS.
11. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING.
13. ALL CONCRETE SHALL BE 4,000 P.S.I. UNLESS OTHERWISE NOTED.
14. PROPOSED PARKING LOT STRIPING SHALL BE 4" SOLID YELLOW STRIPING UNLESS NOTED OTHERWISE. REFERENCE DETAIL SHEET FOR STRIPED ISLANDS.
15. REFERENCE LANDSCAPE PLANS FOR LANDSCAPING.
16. ALL PAVEMENT MARKINGS AND SIGNAGE OF ACCESSIBLE PARKING AREAS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT TAS AND ADA STANDARDS.

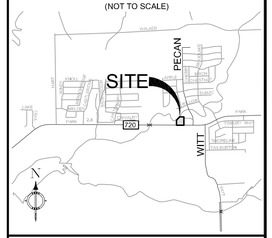
PAVEMENT NOTES:

1. ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION.
2. ALL SUBGRADE PREPARATION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT.
3. PAVEMENT INSTALLATION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT.
4. CONTRACTOR TO VERIFY WITH OWNER ANY PARKING UPGRADES.

REV. NO.	DESCRIPTION	DATE

Notes:

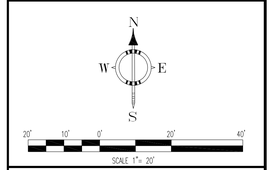
LOCATION MAP
(NOT TO SCALE)



LEGEND

PROPOSED 5" CONCRETE PAVEMENT

PROPOSED 6" CONCRETE PAVEMENT



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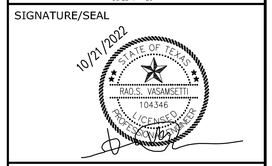


RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17055
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX:512.856.4595
ww.raosengineering.com

PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

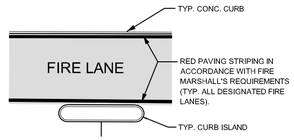
TITLE:

PAVING PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C1.10
DRAWN BY : MO	
CHECKED BY : RV	

NOTE

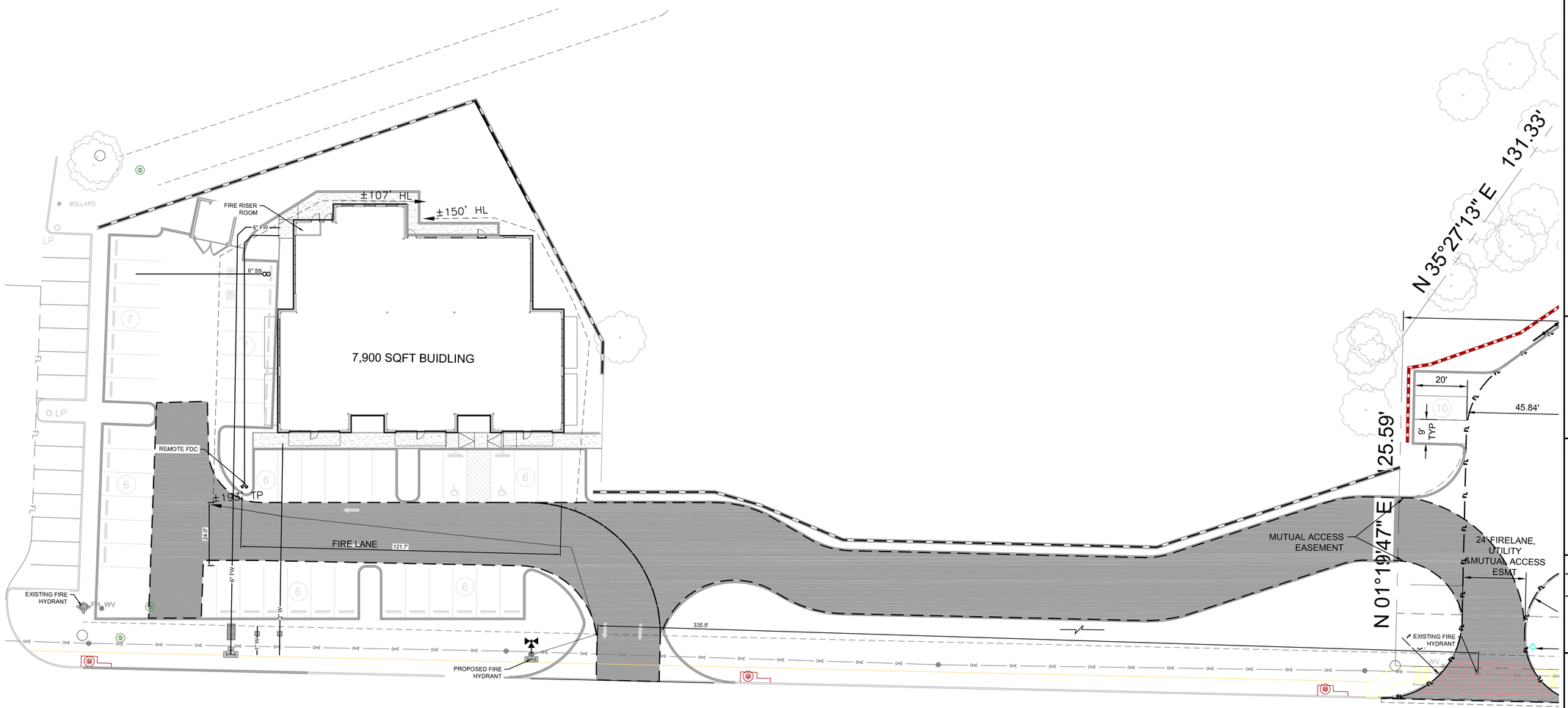
1. CONTRACTOR TO COORDINATE WITH COUNTY FIRE MARSHALL'S OFFICE & CITY OF FLORESVILLE AT BEGINNING OF CONSTRUCTION TO DETERMINE NUMBER AND LOCATION OF REQUIRED FIRE RELATED SIGNAGE PAINTING & STRIPING- INCLUDE THIS COST WITH BIDS.
2. WATER SUPPLY FOR FIRE PROTECTION SHALL BE MADE OPERATIONAL PRIOR TO COMBUSTIBLE MATERIAL ARRIVING ON SITE.
3. FIRE HYDRANTS SHALL BE RED IN COLOR AS PER SAWS REQUIREMENTS
4. ALL FDC CAPS SHALL HAVE KNOX LOCKS.
5. CONSTRUCTION ENTRANCE SHALL BE CAPABLE OF SUPPORTING VEHICLE LOADING UNDER ALL WEATHER CONDITIONS.



TYPICAL FIRE LANE DETAIL

N.T.S

(OPTIONAL AT FIRE MARSHALLS DISCRETION)



FM 720

ELDORADO PARKWAY

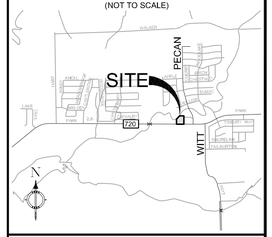
(VARIABLE WIDTH RIGHT-OF-WAY)

PERMIT SET

REV. NO.	DESCRIPTION	DATE

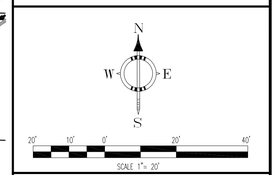
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

- FIRE LANE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- RADIUS LINES REPRESENTS THE TRAVEL PATH OF THE FIRE TRUCK FOR FIRE DEPARTMENT REVIEW ONLY.
- HOSE PULL BY TRUCK 350' MAX (NON-SPRINKLERED BLDG) 550' MAX (SPRINKLERED BLDG)
- HOSE LAY 150' MAX BY HAND (NON-SPRINKLERED BLDG.) 200' MAX BY HAND (SPRINKLERED BLDG
- HL HOSE LAY
- TP TRUCK PULL
- TP TRUCK PULL
- PROPOSED REMOTE FIRE DEPARTMENT CONNECTION (FDC)



SIGNATURE/SEAL

RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17595
P.O. BOX. 592391 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX:512.856.4595
ww.raosengineering.com

PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

FIRE PROTECTION PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C1.20
CHECKED BY : RV	

NOTE:

ALL THE SPOT ELEVATION SHOULD BE ADD 400.00 TO THE ELEVATION SHOWN.

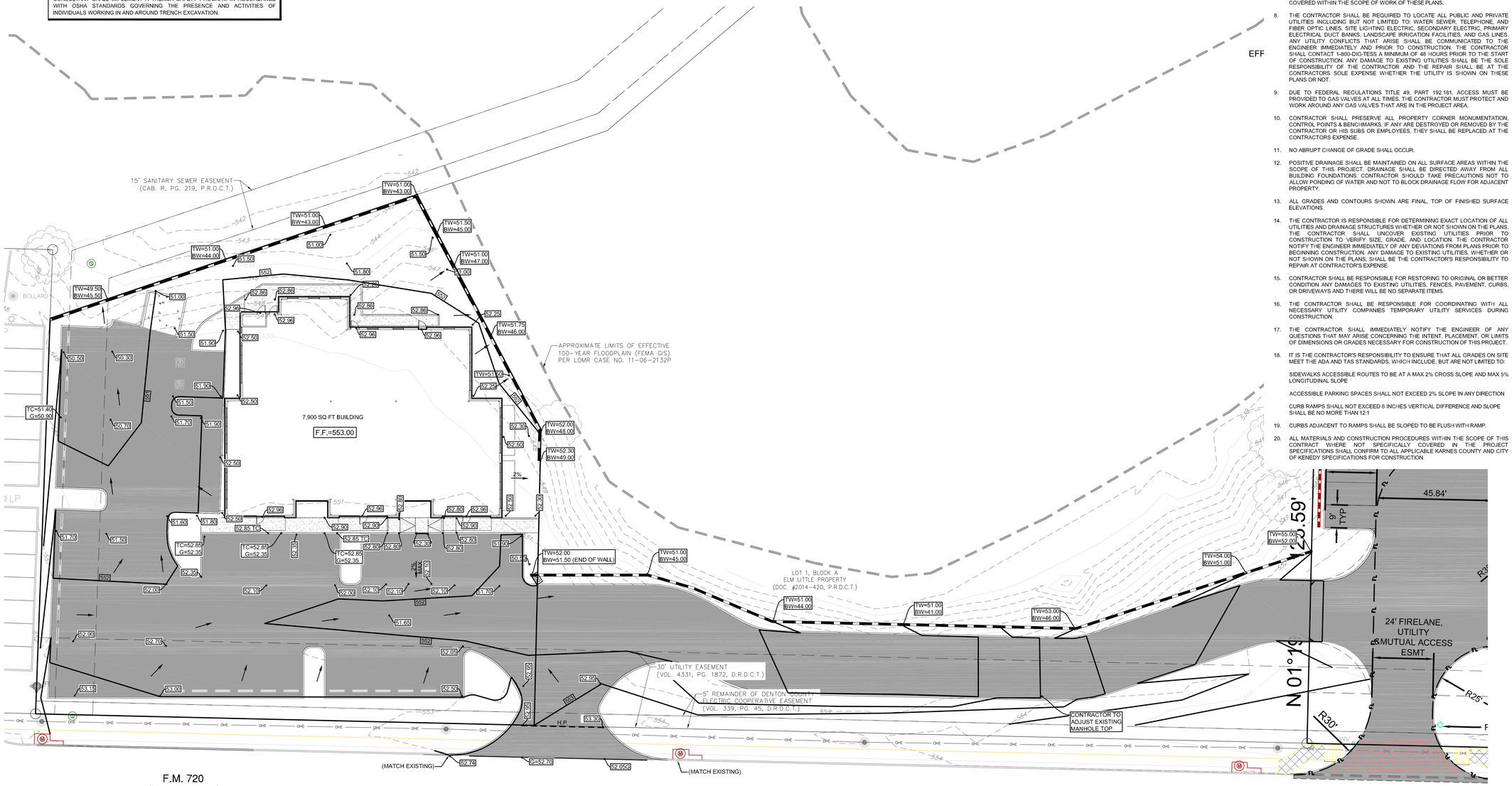
IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY PLAN AND CONSIDER EXISTING AND PROPOSED DRAINAGE PATTERNS DURING THE CONSTRUCTION OF THE PROJECT. IN ORDER TO ACCOMPLISH THIS, IT MAY BE NECESSARY TO PHASE THE GRADING, CONSTRUCT TEMPORARY BERMS AND SWALES WHILE FACTORING IN SURROUNDING CONDITIONS TO PROPERLY DIRECT AND CONTROL SURFACE RUNOFF. ADDITIONALLY, THE CONTRACTOR SHOULD TAKE INTO ACCOUNT THE TIMING OF CONSTRUCTING PONDS, CHANNELS AND STORM DRAINAGE SYSTEMS.

TRENCH EXCAVATION SAFETY PROTECTION

CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

GRADING NOTES:

1. SITE PREPARATION, GRADING, EXCAVATION AND FILL SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL REPORT AND SPECIFICATIONS.
2. ALL SELECT FILL MATERIAL PROVIDED SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING AND COMPACTING.
3. ALL ELEVATIONS AND PROPOSED CONTOURS SHOWN ON THIS GRADING PLAN REFLECT FINISHED GRADES. THE THICKNESS OF PAVING, BASE, GRASS, TOPSOIL, AND MULCH MUST BE SUBTRACTED TO OBTAIN SUBGRADE ELEVATIONS.
4. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS OR GRADES NECESSARY FOR CONSTRUCTION OF THIS PROJECT.
5. THE CONTRACTOR SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSION BEFORE COMMENCEMENT OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
6. THE CONTRACTOR SHALL REMOVE TOP SOIL, GRASS, ROOTS, DEBRIS, ETC. AND DISPOSE OFF SITE THOSE MATERIALS NOT SUITABLE FOR EMBANKMENT AND TOPSOIL. CLEAN STRIPPING AND TOPSOIL MAY BE STOCKPILED ON SITE FOR REUSE IN A LOCATION SPECIFIED BY THE OWNER.



F.M. 720
(ELDORADO PARKWAY)
(VARIABLE WIDTH RIGHT-OF-WAY)

FM 720
ELDORADO PARKWAY

BENCHMARK "A"

DESCRIPTION
"X" MARK ON FIRE HYDRANT
N:7111817.12
E: 2455948.39

ELEVATION =552.14'

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY THE BENCHMARK DEPICTED ON THIS DRAWING AND REPORT ANY DISCREPANCIES IN THE ELEVATION OR DESCRIPTION TO THE CIVIL ENGINEER IMMEDIATELY.

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION. NO WORK SHALL BE PERFORMED IN A PUBLIC RIGHT-OF-WAY WITHOUT A PERMIT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED TESTING, APPROVALS AND ACCEPTANCES REQUIRED TO COMPLETE CONSTRUCTION OF THIS PROJECT.
3. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THIS SCOPE OF WORK SHALL COMPLY WITH THE PROJECT GEOTECHNICAL REPORT, THE PROJECT SPECIFICATIONS, THE CURRENT APPLICABLE CITY, COUNTY AND/OR TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND WATER AND SEWER PURVEYOR STANDARD SPECIFICATIONS.
4. CONTRACTOR IS RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION ANY DAMAGE DONE TO EXISTING UTILITIES, FENCES, PAVEMENT, CURBS, DRIVEWAYS, SIDEWALKS, SIGNS OR OTHER ITEMS INTENDED TO REMAIN.
5. CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT, CURBS AND SIDEWALKS AT NEW PAVEMENT, CURB AND SIDEWALK JUNCTURES. NO JAGGED OR IRREGULAR CUTS WILL BE ACCEPTED.
6. ALL AREA DISTURBED BY CONSTRUCTION SHALL BE REVEGETATED AFTER CONSTRUCTION IS COMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING VEGETATION IN ALL DISTURBED AREAS BY PERIODIC WATERING OR OTHER APPROVED MEANS. REFERENCE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
7. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT OR LIMITS OF ALL ITEMS COVERED WITHIN THE SCOPE OF WORK OF THESE PLANS.
8. THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER SEWER, TELEPHONE, AND FIBER OPTIC LINES, SITE LIGHTING ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCT BANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHALL BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT THE CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.
9. DUE TO FEDERAL REGULATIONS TITLE 49, PART 192.181, ACCESS MUST BE PROVIDED TO GAS VALVES AT ALL TIMES. THE CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
10. CONTRACTOR SHALL PRESERVE ALL PROPERTY CORNER MONUMENTATION, CONTROL POINTS & BENCHMARKS. IF ANY ARE DESTROYED OR REMOVED BY THE CONTRACTOR OR HIS SUBS OR EMPLOYEES, THEY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
11. NO ABRUPT CHANGE OF GRADE SHALL OCCUR.
12. POSITIVE DRAINAGE SHALL BE MAINTAINED ON ALL SURFACE AREAS WITHIN THE SCOPE OF THIS PROJECT. DRAINAGE SHALL BE DIRECTED AWAY FROM ALL BUILDING FOUNDATIONS. CONTRACTOR SHOULD TAKE PRECAUTIONS NOT TO ALLOW PONDING OF WATER AND NOT TO BLOCK DRAINAGE FLOW FOR ADJACENT PROPERTY.
13. ALL GRADES AND CONTOURS SHOWN ARE FINAL, TOP OF FINISHED SURFACE ELEVATIONS.
14. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL UTILITIES AND DRAINAGE STRUCTURES WHETHER OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES PRIOR TO CONSTRUCTION TO VERIFY SIZE, GRADE, AND LOCATION. THE CONTRACTOR NOTIFY THE ENGINEER IMMEDIATELY OF ANY DEVIATIONS FROM PLANS PRIOR TO BEGINNING CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AT CONTRACTOR'S EXPENSE.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ORIGINAL OR BETTER CONDITION ANY DAMAGES TO EXISTING UTILITIES, FENCES, PAVEMENT, CURBS, OR DRIVEWAYS AND THERE WILL BE NO SEPARATE ITEMS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL NECESSARY UTILITY COMPANIES TEMPORARY UTILITY SERVICES DURING CONSTRUCTION.
17. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS OR GRADES NECESSARY FOR CONSTRUCTION OF THIS PROJECT.
18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL GRADES ON SITE MEET THE ADA AND TAS STANDARDS, WHICH INCLUDE, BUT ARE NOT LIMITED TO:

    SIDEWALKS ACCESSIBLE ROUTES TO BE AT A MAX 2% CROSS SLOPE AND MAX 5% LONGITUDINAL SLOPE

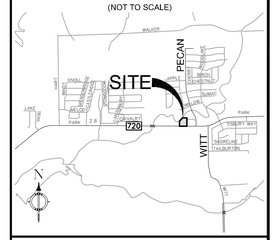
    ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION

    CURB RAMPS SHALL NOT EXCEED 6 INCHES VERTICAL DIFFERENCE AND SLOPE SHALL BE NO MORE THAN 12:1
19. CURBS ADJACENT TO RAMPS SHALL BE SLOPED TO BE FLUSH WITH RAMP.
20. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT WHERE NOT SPECIFICALLY COVERED IN THE PROJECT SPECIFICATIONS SHALL CONFIRM TO ALL APPLICABLE KARNES COUNTY AND CITY OF KENEDY SPECIFICATIONS FOR CONSTRUCTION.

REV. NO.	DESCRIPTION	DATE

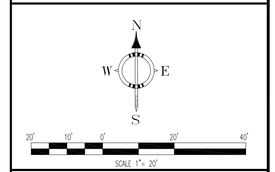
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

59.50TC / 59.00GU	EXISTING TOP OF CURB AND GUTTER ELEVATIONS
+ 59.00	EXISTING SPOT ELEVATION
300	PROPOSED CONTOUR (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)
300	EXISTING CONTOUR
	PROPOSED RIDGE
	DEFINED SWALE
	PROPOSED RETAINING WALL
F.F.=307.50	PROPOSED FIN. FLOOR ELEVATION
	OVERLAND FLOW DIRECTION
	BENCHMARK
	GRATE
SD	PROPOSED STORM DRAIN
SD	EXISTING STORM DRAIN
300.00 INV	PROPOSED POND INVERT
300.00 TOW	PROPOSED TOP OF RETAINING WALL
300.00 BOW	PROPOSED BOTTOM OF RETAINING WALL
300.00	PROPOSED SPOT ELEVATION (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)



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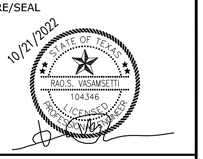

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P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.806.4095
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PROJECT DESCRIPTION:

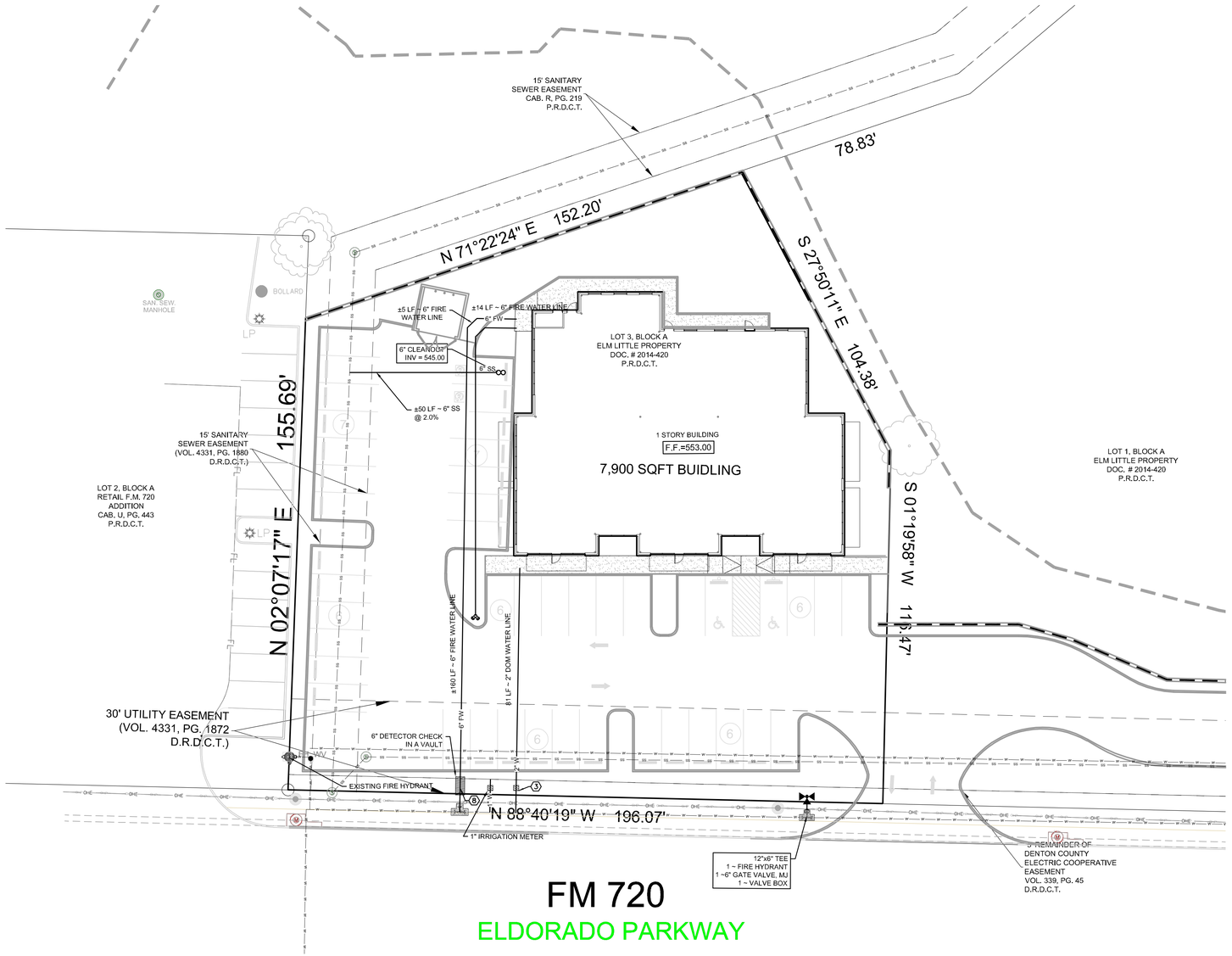
3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

GRADING PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C2.00
DRAWN BY : MO	
CHECKED BY : RV	

PERMIT SET



BENCHMARK "A"

DESCRIPTION
'X' MARK ON FIRE HYDRANT
N:7111817.12
E: 2455948.39

ELEVATION =552.14'

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY THE BENCHMARK DEPICTED ON THIS DRAWING AND REPORT ANY DISCREPANCIES IN THE ELEVATION OR DESCRIPTION TO THE CIVIL ENGINEER IMMEDIATELY.

UTILITY NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION.
2. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL CONFORM TO ALL APPLICABLE TOWN OF LITTLE ELM RULES AND REQUIREMENTS.
3. THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATELY ONLY. ACTUAL LOCATIONS AND DEPTHS OF UTILITIES MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO LOCATE UTILITY SERVICE LINES AS REQUIRED FOR CONSTRUCTION AND TO NOTIFY THE ENGINEER IMMEDIATELY OR ANY CONFLICTS. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE CONTRACTOR'S RESPONSIBILITY TO REPAIR AT HIS EXPENSE.
4. CONTRACTOR SHALL VERIFY EXACT LOCATION OF UNDERGROUND UTILITIES AND DRAINAGE SYSTEMS WHETHER OR NOT SHOWN PLANS.
5. ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION.
6. ALL UTILITY CONNECTIONS SHALL BE COORDINATED WITH THE MECHANICAL, ELECTRICAL AND PLUMBING PLANS. CONTRACTOR TO NOTIFY ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL INSTALL ANDY BENDS, FITTINGS OR PIPE IN THE WATER LINE AS REQUIRED TO AVOID CONFLICTS WITH OTHER UTILITIES (NOT SEPARATE PAY ITEM).
8. NO WATER JETTING TO BACK FILL TRENCHES WILL BE ALLOWED ON THIS PROJECT.
9. REFERENCE ELECTRICAL PLANS FOR PARKING LOT AND SIGNAGE LIGHTING WHICH MAY BE IN THE SCOPE OF WORK.
10. REFERENCE LANDSCAPE, ELECTRICAL, AND OTHER PLANS FOR ADDITIONAL CONDUITS REQUIRED.
11. SANITARY SEWER PIPE SIX INCHES (6") AND SMALLER SHALL BE SDR 40 CONFORMING TO ASTM D1785 AND INSTALLED PER SPECIFICATIONS. FITTINGS AND JOINTS SHALL CONFORM TO COMPATIBLE SDR 35 PIPE WITH THE EXCEPTION THAT SOLVENT CEMENT JOINTS SHALL NOT BE USED.
12. CONTRACTOR SHALL INSTALL THE SANITARY SEWER SYSTEM OUTSIDE OF THE BUILDING IN ACCORDANCE WITH PROCEDURES SPECIFIED BY THE LOCAL PLUMBING CODE. FOR PROJECTS WITHIN THE CITY LIMITS, THE LINE SHALL BE INSPECTED BY THE CITY INSPECTOR.
13. WHEN SEWER LINES ARE INSTALLED IN THE VICINITY OF WATER MAINS, SUCH INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH THE TEXAS DEPARTMENT OF HEATH RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS (1988 OR ANY REVISIONS THERETO).
14. DUE TO FEDERAL REGULATIONS TITLE 49, PARK 192.181, LDC GAS COMPANY MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES. CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
15. ALL SPOIL AND OTHER UNSUITABLE MATERIAL FROM THIS WORK SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AT THIS EXPENSE.
16. ALL SERVICES ARE BROUGHT TO WITHIN 5' OF THE BUILDING. CONTRACTOR SHALL INCLUDE IN THEIR BID THE COST TO CONNECT SERVICES TO THE BUILDING WHETHER OR NOT SHOWN ON THE PLANS.
17. CLEAN OUTS AND VALVE BOXES SHALL BE INSTALLED IN ACCORDANCE WITH THE PLUMBING CODE AND AS DIRECTED BY THE PLUMBING INSPECTOR. ALL CLEAN OUT AND VALVE BOX TOPS SHALL BE INSTALLED AT LEAST 2" ABOVE FINISHED GRADE OUTSIDE PAVEMENT AND FLUSH WITH FINISHED GRADE WITHIN THE PAVEMENT AREAS.
18. CONTRACTOR TO CONTACT UTILITY COMPANY TO VERIFY MATERIALS TO BE USED FOR SERVICES AND CONNECTIONS.
19. 2-INCH (2") DOMESTIC WATER LINE TO BE PVC SCHEDULE 40.

KEY NOTES:

1. CONTRACTOR TO REFERENCE MEP DRAWINGS FOR CONTINUATION OF UTILITIES INTO BUILDING.
2. CONTRACTOR TO VERITY LOCATION AND DEPTH OF EXISTING WATER LINE PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS OR DISCREPANCY.
3. CONTRACTOR TO INSTALL 1 1/2-INCH DOMESTIC WATER LINE, WHICH SHALL BE CONSTRUCTED OF C900 PVC, AND TO CONNECT TO EXISTING WATER LINE WITH A TAPPING SLEEVE AND VALVE. SEE DETAIL SHEET FOR WATER SERVICE CONNECTION DETAIL.
4. PROPOSED UNDERGROUND POWER.
5. LOCATION TO EXISTING 4-INCH GAS MAIN APPROXIMATE AND NOT FIELD VERIFIED. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING GAS MAIN PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS.
6. CONTRACTOR TO COORDINATE GAS INSTALLATION WITH
7. CONTRACTOR TO INSTALL PROPOSED 2 ½" GAS LINE AND CONNECT TO EXISTING GAS MAIN.
8. CONTRACTOR TO INSTALL 1-INCH IRRIGATION WATER LINE AND METER. REFER TO IRRIGATION PLANS FOR BACKFLOW PREVENTOR AND CONTINUATION

CAUTION!!!
CONTRACTOR TO VERIFY EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND IMMEDIATELY NOTIFY ENGINEER OF ANY CONFLICTS.

NOTE:
REFER TO MEP PLANS FOR SLEEVES/CONDUITS FOR PARKING LOT LIGHTS, AND COMMUNICATIONS TO PROPOSED MENU BOARD.
CONTRACTOR TO ENSURE THERE ARE NOT CONFLICTS BETWEEN LIGHT POLE BASES AND ANY UTILITIES.
UTILITY CONTRACTORS TO CONTACT PUBLIC UTILITY COMPANIES AND CITY OF FLORESVILLE TO CONFIRM WHAT IS NEEDED FOR A COMPLETE TURNKEY FINAL PRODUCT FOR THIS BID.

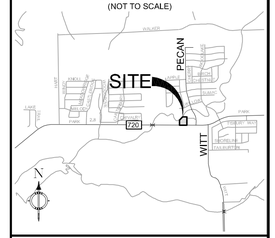
TRENCH EXCAVATION SAFETY PROTECTION
CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SD	EXISTING STORM DRAIN
SS	EXISTING SANITARY SEWER LINE
W	EXISTING WATER LINE
GAS	EXISTING GAS LINE
OT	EXISTING OVERHEAD TELEPHONE
UT	EXISTING UNDERGROUND TELEPHONE
OHE	EXISTING OVERHEAD ELECTRIC
UE	EXISTING UNDERGROUND ELECTRIC
DW	PROPOSED DOMESTIC WATER LINE
W	PROPOSED WATER LINE
I	PROPOSED IRRIGATION LINE
SS	PROPOSED SANITARY SEWER LINE
SD	PROPOSED STORM DRAIN
G	PROPOSED GAS LINE
F	PROPOSED FIRE LINE
T	THRUST BLOCKING
E	EXISTING ELECTRIC METER
	EXISTING CLEAN-OUT
	EXISTING WATER VALVE
W	EXISTING WATER METER
W	PROPOSED WATER METER
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	PROPOSED FIRE DEPARTMENT CONNECTION
	PROPOSED REMOTE FIRE DEPARTMENT CONNECTION
	EXISTING LIGHT POLE

N
W E
S
20' 10' 0' 20' 40'
SCALE 1"= 20'

SIGNATURE/SEAL

10/21/2022
STATE OF TEXAS
RAO S. VASAMSETTI
104346
LICENSED PROFESSIONAL ENGINEER

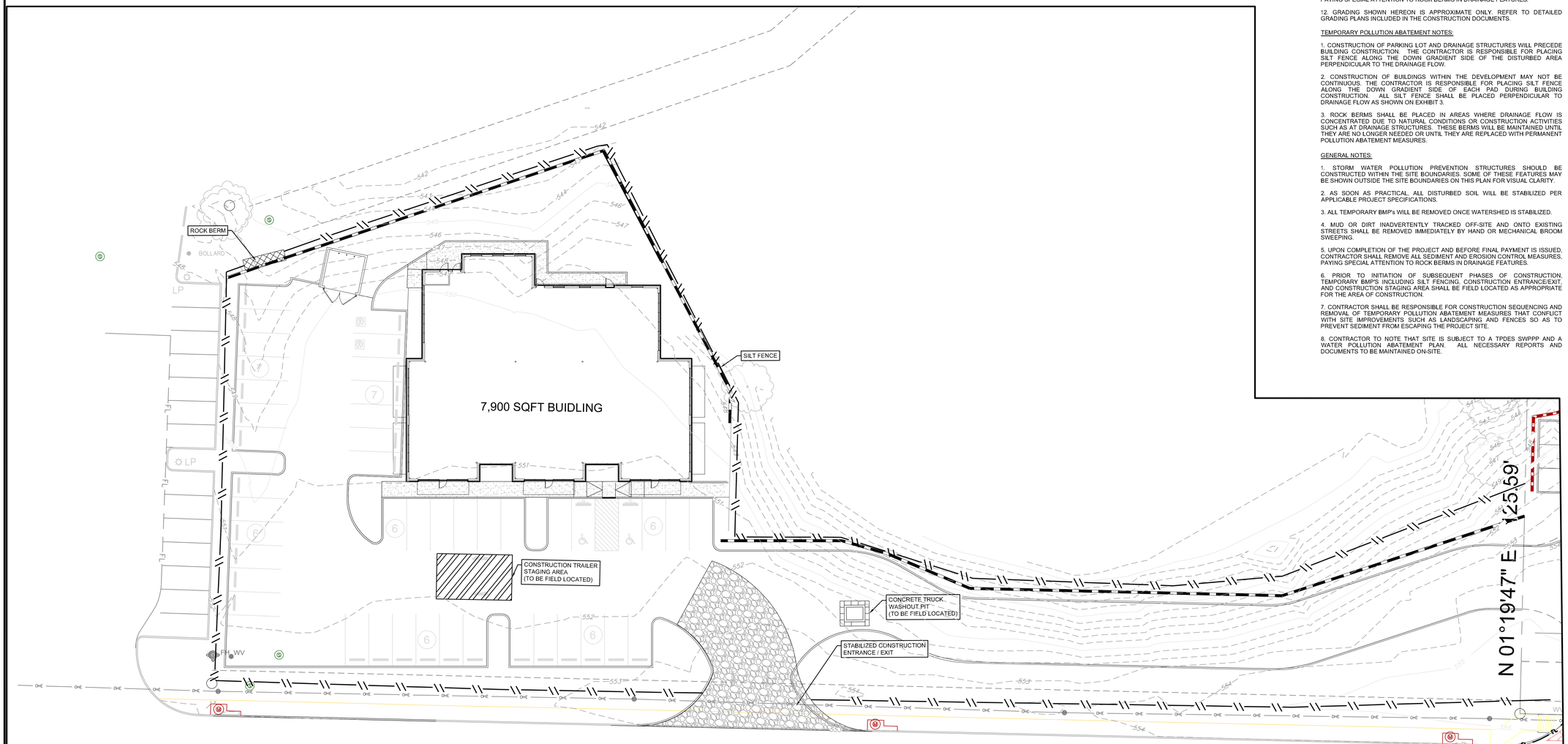
RCE RAO'S CONSULTING ENGINEERS
TXPE: F-9994/1595
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX:512.856.4595
ww.raoengineering.com

PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:
UTILITY PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C3.00
DRAWN BY : MO	
CHECKED BY : RV	



FM 720
ELDORADO PARKWAY
(VARIABLE WIDTH RIGHT-OF-WAY)

PERMIT SET

BENCHMARK "A"

DESCRIPTION
COTTON SPINDLE IN UTILITY POLE
N:13480858.22
E: 2334552.10

ELEVATION =306.54'

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY THE BENCHMARK DEPICTED ON THIS DRAWING AND REPORT ANY DISCREPANCIES IN THE ELEVATION OR DESCRIPTION TO THE CIVIL ENGINEER IMMEDIATELY.

STORM WATER POLLUTION PREVENTION NOTES:

1. DO NOT DISTURB VEGETATED AREAS (TREES, GRASS, WEEDS, BRUSH, ETC.) ANY MORE THAN NECESSARY FOR CONSTRUCTION.

2. CONSTRUCTION ENTRANCE/EXIT LOCATION, CONCRETE WASHOUT PIT, AND CONSTRUCTION EQUIPMENT AND MATERIAL STORAGE YARD TO BE DETERMINED IN THE FIELD.

3. STORM WATER POLLUTION PREVENTION CONTROLS MAY NEED TO BE MODIFIED IN THE FIELD TO ACCOMPLISH THE DESIRED EFFECT. ALL MODIFICATIONS ARE TO BE NOTED ON THIS EXHIBIT AND SIGNED AND DATED BY THE RESPONSIBLE PARTY.

4. RESTRICT ENTRY/EXIT TO THE PROJECT SITE TO DESIGNATED LOCATIONS BY USE OF ADEQUATE FENCING, IF NECESSARY.

5. ALL STORM WATER POLLUTION PREVENTION CONTROLS ARE TO BE MAINTAINED AND IN WORKING CONDITIONS AT ALL TIMES.

6. FOR A COMPLETE LISTING OF TEMPORARY STORM WATER POLLUTION PREVENTION CONTROLS REFER TO THE TPDES STORM WATER POLLUTION PREVENTION PLAN.

7. STORM WATER POLLUTION PREVENTION STRUCTURES SHOULD BE CONSTRUCTED WITHIN THE SITE BOUNDARIES. SOME OF THESE FEATURES MAY BE SHOWN OUTSIDE THE SITE BOUNDARIES ON THIS PLAN FOR VISUAL CLARITY.

8. AS SOON AS PRACTICAL, ALL DISTURBED SOIL THAT WILL NOT BE COVERED BY IMPERVIOUS COVER SUCH AS PARKWAY AREAS, EASEMENT AREAS, EMBANKMENT SLOPES, ETC. WILL BE STABILIZED PER APPLICABLE PROJECT SPECIFICATIONS.

9. BEST MANAGEMENT PRACTICES MAY BE INSTALLED IN STAGES TO COINCIDE WITH THE DISTURBANCE OF UPGRADIENT AREAS.

10. BEST MANAGEMENT PRACTICES MAY BE REMOVED IN STAGES ONCE THE WATER SHED FOR THAT PORTION CONTROLLED BY THE BEST MANAGEMENT PRACTICES HAS BEEN STABILIZED IN ACCORDANCE WITH TPDES REQUIREMENTS.

11. UPON COMPLETION OF THE PROJECT AND BEFORE FINAL PAYMENT IS ISSUED, CONTRACTOR SHALL REMOVE ALL SEDIMENT & EROSION CONTROL MEASURES, PAYING SPECIAL ATTENTION TO ROCK BERMS IN DRAINAGE FEATURES.

12. GRADING SHOWN HEREON IS APPROXIMATE ONLY. REFER TO DETAILED GRADING PLANS INCLUDED IN THE CONSTRUCTION DOCUMENTS.

TEMPORARY POLLUTION ABATEMENT NOTES:

1. CONSTRUCTION OF PARKING LOT AND DRAINAGE STRUCTURES WILL PRECEDE BUILDING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR PLACING SILT FENCE ALONG THE DOWN GRADIENT SIDE OF THE DISTURBED AREA PERPENDICULAR TO THE DRAINAGE FLOW.

2. CONSTRUCTION OF BUILDINGS WITHIN THE DEVELOPMENT MAY NOT BE CONTINUOUS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING SILT FENCE ALONG THE DOWN GRADIENT SIDE OF EACH PAD DURING BUILDING CONSTRUCTION. ALL SILT FENCE SHALL BE PLACED PERPENDICULAR TO DRAINAGE FLOW AS SHOWN ON EXHIBIT 3.

3. ROCK BERMS SHALL BE PLACED IN AREAS WHERE DRAINAGE FLOW IS CONCENTRATED DUE TO NATURAL CONDITIONS OR CONSTRUCTION ACTIVITIES SUCH AS AT DRAINAGE STRUCTURES. THESE BERMS WILL BE MAINTAINED UNTIL THEY ARE NO LONGER NEEDED OR UNTIL THEY ARE REPLACED WITH PERMANENT POLLUTION ABATEMENT MEASURES.

GENERAL NOTES:

1. STORM WATER POLLUTION PREVENTION STRUCTURES SHOULD BE CONSTRUCTED WITHIN THE SITE BOUNDARIES. SOME OF THESE FEATURES MAY BE SHOWN OUTSIDE THE SITE BOUNDARIES ON THIS PLAN FOR VISUAL CLARITY.

2. AS SOON AS PRACTICAL, ALL DISTURBED SOIL WILL BE STABILIZED PER APPLICABLE PROJECT SPECIFICATIONS.

3. ALL TEMPORARY BMP's WILL BE REMOVED ONCE WATERSHED IS STABILIZED.

4. MUD OR DIRT INADVERTENTLY TRACKED OFF-SITE AND ONTO EXISTING STREETS SHALL BE REMOVED IMMEDIATELY BY HAND OR MECHANICAL BROOM SWEEPING.

5. UPON COMPLETION OF THE PROJECT AND BEFORE FINAL PAYMENT IS ISSUED, CONTRACTOR SHALL REMOVE ALL SEDIMENT AND EROSION CONTROL MEASURES, PAYING SPECIAL ATTENTION TO ROCK BERMS IN DRAINAGE FEATURES.

6. PRIOR TO INITIATION OF SUBSEQUENT PHASES OF CONSTRUCTION, TEMPORARY BMP'S INCLUDING SILT FENCING, CONSTRUCTION ENTRANCE/EXIT, AND CONSTRUCTION STAGING AREA SHALL BE FIELD LOCATED AS APPROPRIATE FOR THE AREA OF CONSTRUCTION.

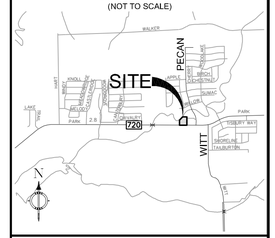
7. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION SEQUENCING AND REMOVAL OF TEMPORARY POLLUTION ABATEMENT MEASURES THAT CONFLICT WITH SITE IMPROVEMENTS SUCH AS LANDSCAPING AND FENCES SO AS TO PREVENT SEDIMENT FROM ESCAPING THE PROJECT SITE.

8. CONTRACTOR TO NOTE THAT SITE IS SUBJECT TO A TPDES SWPPP AND A WATER POLLUTION ABATEMENT PLAN. ALL NECESSARY REPORTS AND DOCUMENTS TO BE MAINTAINED ON-SITE.

REV. NO.	DESCRIPTION	DATE

Notes:

LOCATION MAP
(NOT TO SCALE)

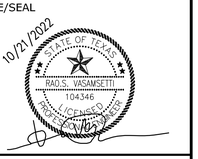


LEGEND

- SILT FENCE
- STABILIZED CONSTRUCTION ENTRANCE
- CONCRETE TRUCK WASHOUT PIT
- ROCK BERM
- INLET W/PROTECTION
- ROCK BERM
- 780 — EXISTING CONTOUR
- 100 — PROPOSED CONTOUR (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)
- DEFINED SWALE
- DRAINAGE FLOW (EXISTING)
- GRATE
- PROJECT LIMITS
- DISTURBED AREA LIMITS

N
W E
S
20' 10' 0' 20' 40'
SCALE 1"= 20'

SIGNATURE/SEAL



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PROJECT DESCRIPTION:

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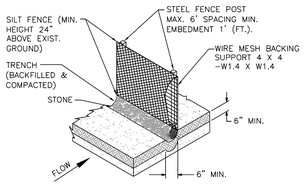
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:
EROSION CONTROL PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C4.00
CHECKED BY : RV	



TYPICAL SILT FENCE DETAIL

NOT TO SCALE

SILT FENCE NOTES:

1.) STEEL POSTS, WHICH SUPPORT THE SILT FENCE, SHOULD BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 1-FOOT DEEP.

2.) LAY OUT FENCING DOWN-SLOPE OF DISTURBED AREA, FOLLOWING THE CONTOUR AS CLOSELY AS POSSIBLE. THE FENCE SHOULD BE SITED SO THAT THE MAXIMUM DRAINAGE AREA IS 1/4 ACRE/100 FEET OF FENCE.

3.) THE TOE OF THE SILT FENCE SHOULD BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWN-SLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (E.G., PAVEMENT OR ROCK OUTCROP), WEIGHT FABRIC FLAP WITH 3 INCHES OF PEA GRAVEL ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.

4.) THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.

5.) SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST. THERE SHOULD BE A 3-FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.

6.) INSPECT ALL FENCING WEEKLY, AND AFTER ANY RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY, AS NEEDED.

7.) ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

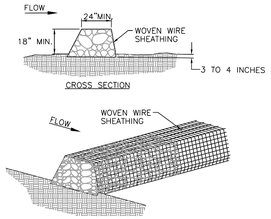
8.) REPLACE ANY TORN FABRIC OR INSTALL A SECOND LINE OF FENCING PARALLEL TO THE TORN SECTION 6.

9.) REPLACE OR REPAIR ANY SECTIONS CRUSHED OR COLLAPSED IN THE COURSE OF CONSTRUCTION ACTIVITY. IF A SECTION OF FENCE IS OBSTRUCTING VEHICULAR ACCESS, CONSIDER RELOCATING IT TO A SPOT WHERE IT WILL PROVIDE EQUAL PROTECTION, BUT WILL NOT OBSTRUCT VEHICLES. A TRIANGULAR FILTER DIKE MAY BE PREFERABLE TO A SILT FENCE AT COMMON VEHICLE ACCESS POINTS.

10.) WHEN CONSTRUCTION IS COMPLETE, THE SEDIMENT SHOULD BE DISPOSED OF IN A MANNER THAT WILL NOT CAUSE ADDITIONAL SILTATION AND THE PRIOR LOCATION OF THE SILT FENCE SHOULD BE REVEGETATED. THE FENCE ITSELF SHOULD BE DISPOSED OF IN A APPROVED LANDFILL.

11.) DESIGNATED SILT FENCE CONSIST OF THE FOLLOWING: GEOTECHNICAL FILTER FABRIC, STRETCHED AND SECURED TO THREE FOOT HIGH WIRE FENCING AND SUPPORTED BY STEEL POSTS AT A MAXIMUM SPACING OF 6 FEET. THE BOTTOM 6 INCHES OF FABRIC SHALL BE BURRIED.

12.) MAINTENANCE AND INSPECTIONS SHALL BE AS DESIGNATED IN THE STORM WATER POLLUTION PREVENTION PLAN.

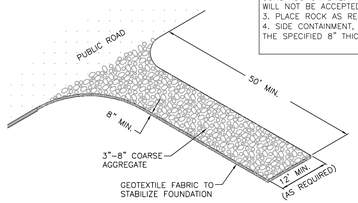


ROCK BERM

NOT TO SCALE

ROCK BERM NOTES

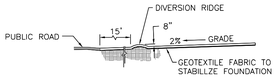
1. THE BERM STRUCTURE SHOULD BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE DIAMETER OF 20 GAUGE GALVANIZED AND SHOULD BE SECURED WITH SHOAT RINGS.
2. CLEAN, OPEN GRADED 3 TO 5 INCH DIAMETER ROCK SHOULD BE USED, EXCEPT IN AREAS WHERE HIGH VELOCITIES OR LARGE VOLUMES OF FLOW ARE EXPECTED, WHERE 5 TO 8 INCH DIAMETER ROCKS MAY BE USED.
3. BERM SHOULD HAVE A TOP WIDTH OF 2 FEET MINIMUM WITH SIDE SLOPES BEING 2:1 (H:V) OR FLATTER. HEIGHT OF ROCK BERM SHALL NOT BE LESS THAN 18".
4. WRAP THE WIRE SHEATHING AROUND THE ROCK AND SECURE WITH TIE WIRE SO THAT THE ENDS OF THE SHEATHING OVERLAP AT LEAST 2 INCHES, AND THE BERM RETAINS ITS SHAPE WHEN WALKED UPON.
5. THE ENDS OF THE BERM SHOULD BE TIED INTO EXISTING UPSLOPE GRADE AND THE BERM SHOULD BE BURIED IN A TRENCH APPROXIMATELY 3 TO 4 INCHES DEEP.
6. BERM SHALL BE INSTALLED PERPENDICULAR TO DIRECTION OF FLOW.
7. INSPECTION SHOULD BE MADE WEEKLY AND AFTER EACH RAINFALL. FOR INSTALLATIONS IN STREAMBEDS, ADDITIONAL DAILY INSPECTIONS SHOULD BE MADE.
8. REMOVE SEDIMENT AND OTHER DEBRIS WHEN BUILDUP REACHES 6 INCHES. DISPOSE OF THE ACCUMULATED SILT IN AN APPROVED MANNER THAT WILL NOT CAUSE ANY ADDITIONAL SILTATION.
9. THE BERM SHOULD BE RESHAPED AND REPAIRED AS NEEDED DURING INSPECTION.
10. THE BERM SHOULD BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
11. THE ROCK BERM SHOULD BE LEFT IN PLACE UNTIL ALL UPSTREAM AREAS ARE STABILIZED AND ACCUMULATED SITE REMOVED.



STABILIZED CONSTRUCTION ENTRANCE (S. C. E.)

INSTALLATION of CONSTRUCTION ENTRANCE:

1. CLEAR THE AREA OF DEBRIS, ROCKS, OR PLANTS THAT WILL INTERFERE WITH INSTALLATION.
2. GRADE THE AREA FOR THE ENTRANCE TO FLOW BACK ON TO THE CONSTRUCTION SITE. RUNOFF FROM THE S.C.E. ONTO A PUBLIC STREET WILL NOT BE ACCEPTED.
3. PLACE ROCK AS REQUIRED. (4"-8" OPEN GRADED CLEAN CRUSHED
4. SIDE CONTAINMENT, AT THE CONTRACTOR'S DISCRETION, IS SUGGESTED. THE SPECIFIED 8" THICKNESS OF CRUSHED STONE MUST BE MAINTAINED



STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE

INSTALLATION:

(1) AVOID CURVES ON PUBLIC ROADS AND STEEP SLOPES. REMOVE VEGETATION AND OTHER OBJECTIONABLE MATERIAL FROM THE FOUNDATION AREA. GRADE CROWN FOUNDATION FOR POSITIVE DRAINAGE.

(2) THE MINIMUM WIDTH OF THE ENTRANCE/EXIT SHOULD BE 12 FEET OR THE FULL WIDTH OF EXIT ROADWAY, WHICHEVER IS GREATER.

(3) THE CONSTRUCTION ENTRANCE SHOULD BE AT LEAST 50 FEET LONG.

(4) IF THE SLOPE TOWARD THE ROAD EXCEEDS 2%, CONSTRUCT A RIDGE, 6 TO 8 INCHES HIGH WITH 3:1 (H:V) SIDE SLOPES, ACROSS THE FOUNDATION APPROXIMATELY 15 FEET FROM THE ENTRANCE TO DIVERT RUNOFF AWAY FROM THE PUBLIC ROAD.

(5) PLACE GEOTEXTILE FABRIC AND GRADE FOUNDATION TO IMPROVE STABILITY, ESPECIALLY WHERE WET CONDITIONS ARE ANTICIPATED.

(6) PLACE STONE TO DIMENSIONS AND GRADE SHOWN ON PLANS. LEAVE SURFACE SMOOTH AND SLOPE FOR DRAINAGE.

(7) DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE STONE PAD TO A SEDIMENT TRAP OR BASIN.

(8) INSTALL PIPE UNDER PAD AS NEEDED TO MAINTAIN PROPER PUBLIC ROAD DRAINAGE.

COMMON TROUBLE POINTS:

(1) INADEQUATE RUNOFF CONTROL-SEDIMENT WASHES ONTO PUBLIC ROAD.

(2) STONE TOO SMALL OR GEOTEXTILE FABRIC ABSENT, RESULTS IN MUDDY CONDITION AS STONE IS PRESSED INTO SOIL.

(3) PAD TOO SHORT FOR HEAVY CONSTRUCTION TRAFFIC-EXTEND PAD BEYOND THE MINIMUM 50 FOOT LENGTH AS NECESSARY.

(4) PAD NOT FLARED SUFFICIENTLY AT ROAD SURFACE, RESULTS IN MUD BEING TRACKED ON TO ROAD AND POSSIBLE DAMAGE TO ROAD.

(5) UNSTABLE FOUNDATION – USE GEOTEXTILE FABRIC UNDER PAD AND/OR IMPROVE FOUNDATION DRAINAGE.

INSPECTION AND MAINTENANCE GUIDELINES:

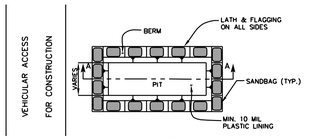
(1) THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION, WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

(2) ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHOULD BE REMOVED IMMEDIATELY BY CONTRACTOR.

(3) WHEN NECESSARY, WHEELS SHOULD BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.

(4) WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

(5) ALL SEDIMENT SHOULD BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATER COURSE BY USING APPROVED METHODS.



GENERAL NOTES:

- DETAIL ABOVE ILLUSTRATES MINIMUM DIMENSIONS. PIT CAN BE INCREASED IN SIZE DEPENDING ON EXPECTED FREQUENCY OF USE.
- WASHOUT PIT SHALL BE LOCATED IN AN AREA EASILY ACCESSIBLE TO CONSTRUCTION TRAFFIC.
- WASHOUT PIT SHALL NOT BE LOCATED IN AREAS SUBJECT TO INUNDATION FROM STORM WATER RUNOFF.
- LOCATE WASHOUT AREA AT LEAST 50 FEET FROM SENSITIVE FEATURES, STORM DRAINS, OPEN DITCHES, OR WATER BODIES.
- TEMPORARY CONCRETE WASHOUT FACILITY SHOULD BE CONSTRUCTED WITH SUFFICIENT QUANTITY AND VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.

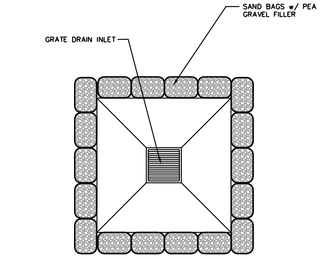
MATERIALS:

- PLASTIC LINING MATERIAL SHOULD BE A MINIMUM OF 10 MIL IN POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.

MAINTENANCE:

- WHEN TEMPORARY CONCRETE WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR THE WORK, THE HARDENED CONCRETE SHOULD BE REMOVED AND DISPOSED OF.
- MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE REMOVED FROM THE SITE OF THE WORK AND DISPOSED OF.
- HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE BACKFILLED AND REPAIRED.

CONCRETE TRUCK WASHOUT PIT



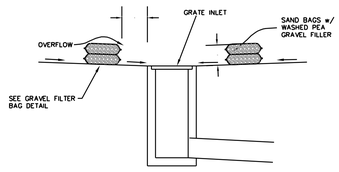
GENERAL NOTES:

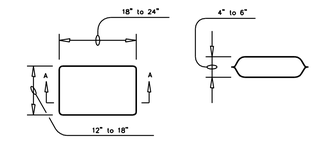
1) The sandbags should be filled with washed pea gravel and stacked to form a continuous barrier about 1 foot high around inlets.
2) The bags should be tightly abutted against each other to prevent runoff from flowing between the bags.

INSPECTION AND MAINTENANCE GUIDELINES:

1) Inspection should be made weekly and after each rainfall. Repair or replacement should be made promptly as needed by the contractor.
2) Remove sediment when buildup reaches a depth of 3 inches. Removed sediment should be deposited in a suitable area and in such a matter that it will not erode.
3) Check placement of device to prevent gaps between device and curb.
4) Inspect filter fabric and patch or replace if torn or missing.
5) Structures should be removed and the area stabilized only after the remaining drainage area has been properly stabilized.

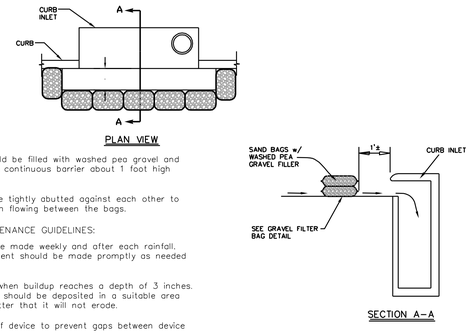
BAGGED GRAVEL GRATE INLET PROTECTION





- The filter bag material shall be made of polypropylene, polyethylene or polyamide woven fabric, min. unit weight of 4 ounces/sy, have a Mullen burst strength exceeding 300 psi and ultraviolet stability exceeding 70%.
- The filter bag shall be filled with clean, medium (washed pea gravel) to coarse gravel (0.31 to 0.75 inch diameter).
- Sand shall NOT be used to fill the filter bags.

GRAVEL FILTER BAG DETAIL



GENERAL NOTES:

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2) The bags should be tightly abutted against each other to prevent runoff from flowing between the bags.

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1) Inspection should be made weekly and after each rainfall. Repair or replacement should be made promptly as needed by the contractor.
2) Remove sediment when buildup reaches a depth of 3 inches. Removed sediment should be deposited in a suitable area and in such a matter that it will not erode.
3) Check placement of device to prevent gaps between device and curb.
4) Inspect filter fabric and patch or replace if torn or missing.
5) Structures should be removed and the area stabilized only after the remaining drainage area has been properly stabilized.

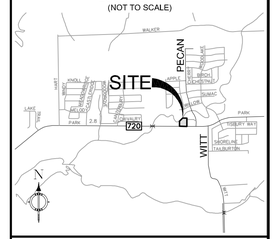
BAGGED GRAVEL CURB INLET PROTECTION

PERMIT SET

REV. NO.	DESCRIPTION	DATE

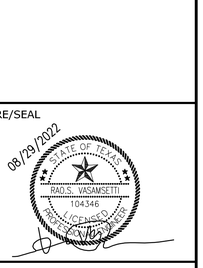
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



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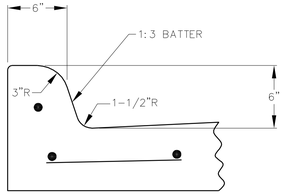
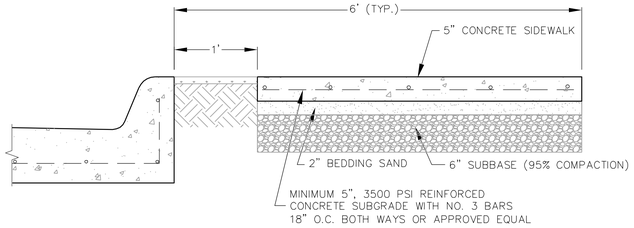
DESIGNED BY : RV	DRG NO C4.10
DRAWN BY : MO	
CHECKED BY : RV	



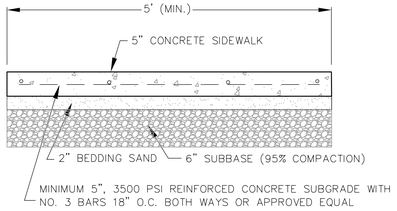
NOTES:

1. INSTALL ANCHOR JT. WHEN CONNECTING TO EXISTING CONC. PAVEMENT. SEE DETAIL THIS SHEET.
2. REINFORCEMENT SHALL BE NO. 4 BARS UNLESS NOTED OTHERWISE.

INTEGRAL CURB
N.T.S.



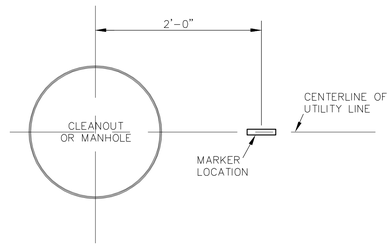
SIDEWALK EDGE STAMPED CONCRETE DETAIL
N.T.S.



SIDEWALK DETAIL
N.T.S.

SIDEWALK NOTES:

1. PROVIDE ½" EXPANSION JOINT WHERE NEW SIDEWALK ABUTS EXISTING SIDEWALK AND AT 100' INTERVALS
2. PROVIDE ¼"W x ½"D SAWCUT JOINTS AT 5' INTERVALS
3. BEDDING SAND SHALL CONFORM TO THE GRADING REQUIREMENTS OF ASTM C33 AS SHOWN IN TABLE 1.
4. SIDEWALK TO CONFORM TO ALL A.D.A. AND TEXAS ACCESSIBLITY STANDARDS (TAS)
5. MAXIMUM GRADE LESS THAN FIVE PERCENT (5%).
6. CROSS SLOPE MAXIMUM IS ONE AND ONE HALF PERCENT (1.5%)



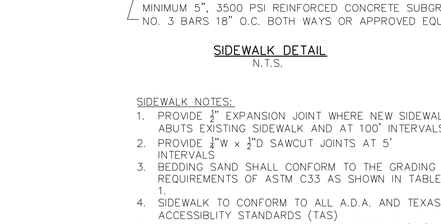
FIELD INSTALLATION DETAIL

OFFSITE SANITARY SEWER MARKER
N.T.S.

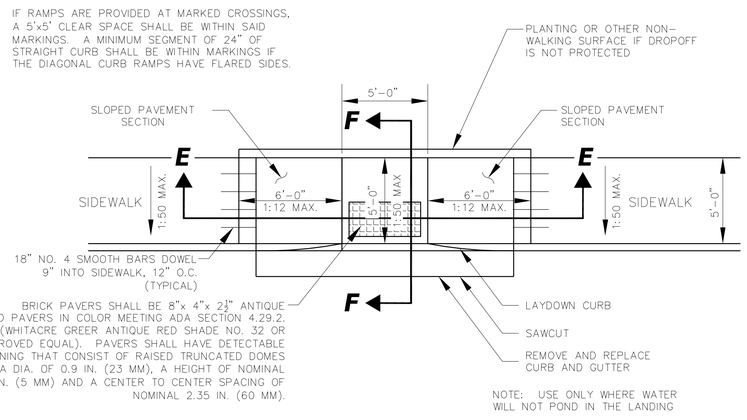
GENERAL NOTES

1. ALL OFFSITE TOWN OF LITTLE ELM MAINS WITH CLEANOUTS AND MANHOLES SHALL BE MARKED AS DETAILED ON THIS SHEET.

SECTION E–E



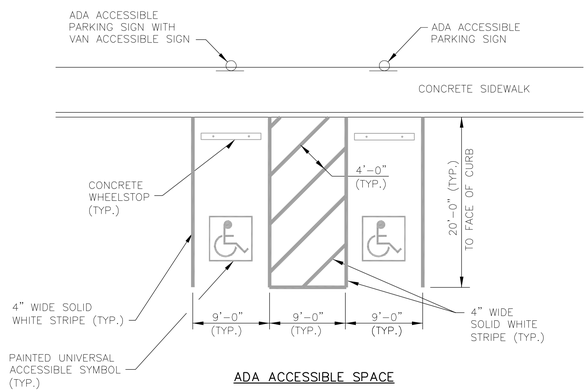
SECTION F–F



TYPE 6
TYPICAL BARRIER FREE PARALLEL CURB RAMP
N.T.S.

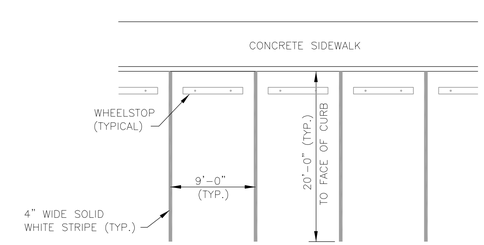
NOTE:

CENTER OF POSTS SHALL BE PLACED NEXT TO CONCRETE SIDEWALK. THE POSTS SHALL BE CENTERED WITH THE PARKING PLACE.

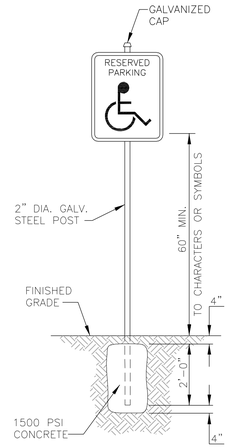


ADA ACCESSIBLE SPACE

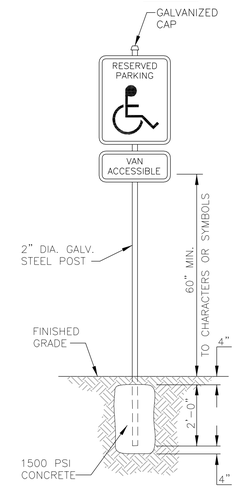
PARKING SPACE STRIPING
N.T.S.



STANDARD SPACE



ADA ACCESSIBLE PARKING



ADA ACCESSIBLE PARKING WITH VAN ACCESSIBLE

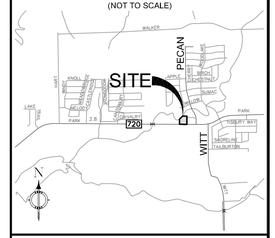
PARKING SIGN
N.T.S.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

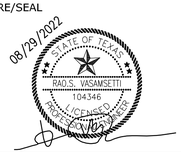
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557 FAX:512.856.4595
ww.raosengineering.com

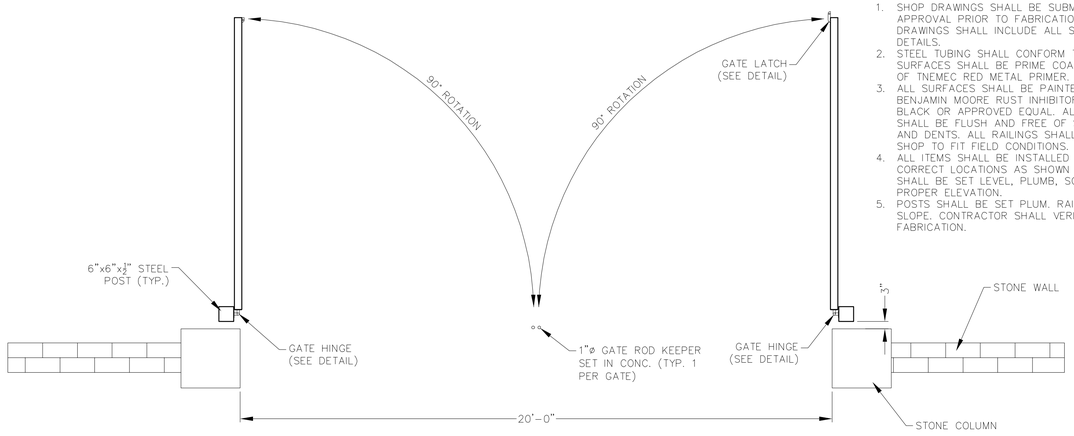
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

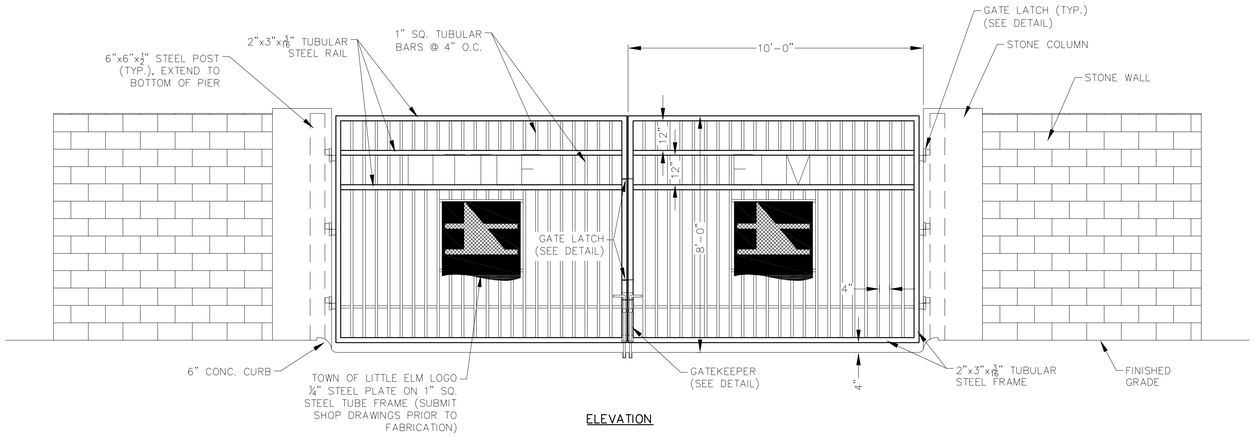
TITLE:

DETAIL SHEET

DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C5.00
DRAWN BY : MO	
CHECKED BY : RV	

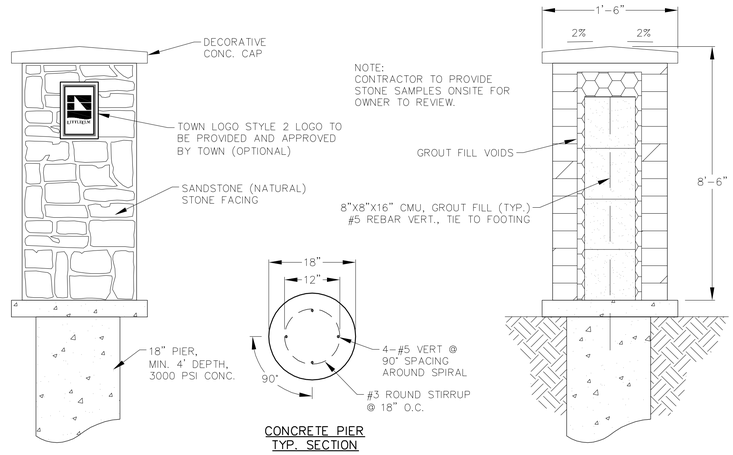


PLAN VIEW



ELEVATION

20'-0" DOUBLE SWING GATE
N.T.S.

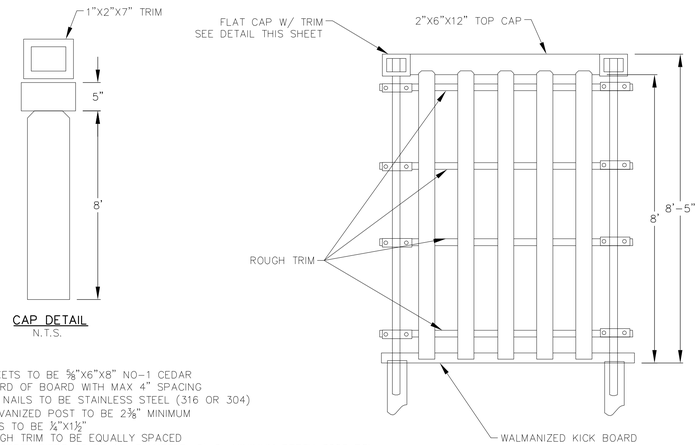


WITH TOWN LOGO

CONCRETE PIER TYP. SECTION

REINFORCEMENT

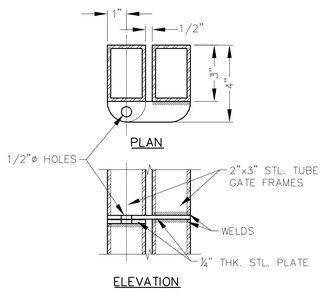
STONE COLUMN DETAIL
N.T.S.



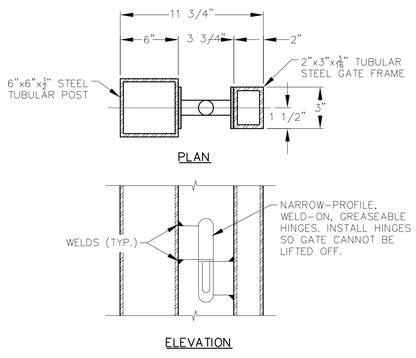
CAP DETAIL
N.T.S.

NOTES:
1. PICKETS TO BE ⅝"X6"X8" NO-1 CEDAR
2. BOARD OF BOARD WITH MAX 4" SPACING
3. ALL NAILS TO BE STAINLESS STEEL (316 OR 304)
4. GALVANIZED POST TO BE 2⅜" MINIMUM
5. LAGS TO BE ¼"x1½"
6. ROUGH TRIM TO BE EQUALLY SPACED
7. CONCRETE PIERS TO BE 12" DIAMETER, 3'-6" MINIMUM DEPTH 3000 PSI CONCRETE.
8. ALL CEDAR MATERIAL TO BE PRE-STAINED. STAIN SAMPLE SHALL BE APPROVED BY TOWN PRIOR TO INSTALLATION.
9. STONE COLUMNS TO BE INSTALL AT CORNERS AND MIDPOINT OF FENCE SECTION, UNLESS OTHERWISE INDICATED ON PLANS.
10. FENCING SHALL MATCH THE EXISTING CEDAR FENCING INSTALLED AROUND THE LITTLE ELM SERVICE CENTER.

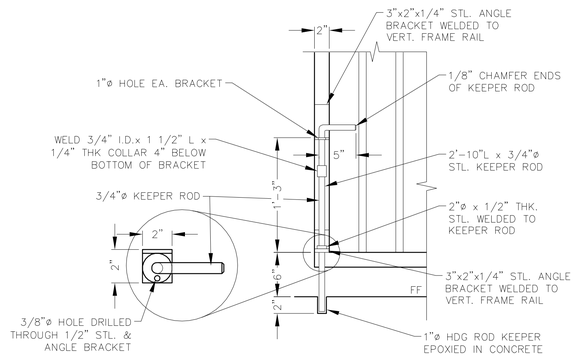
BOARD ON BOARD CEDAR FENCE
N.T.S.



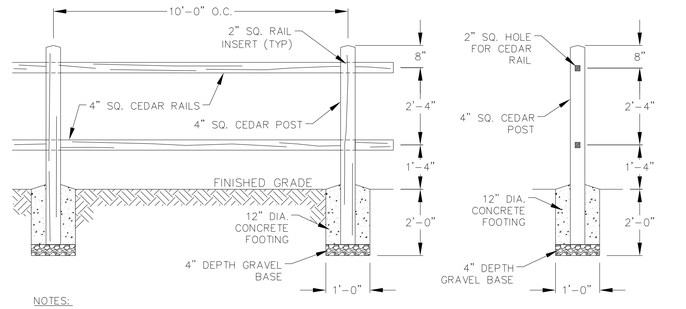
GATE LATCH DETAIL
N.T.S.



GATE HINGE DETAIL
N.T.S.



GATE KEEPER ROD DETAIL
N.T.S.



NOTES:
1. FENCE SHALL BE CONSTRUCTED OF WESTERN RED CEDAR.

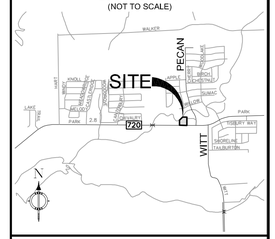
SPLIT RAIL FENCE DETAIL
N.T.S.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

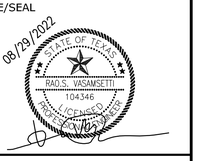
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.906.4395
ww.raosengineering.com

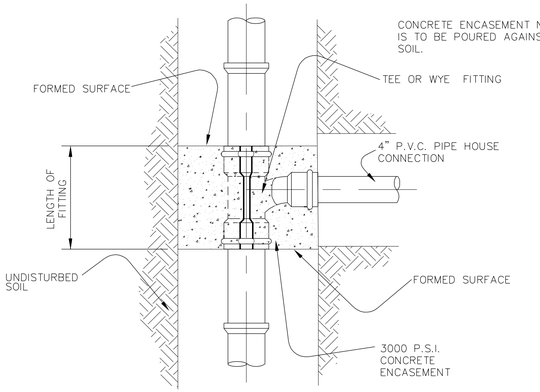
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

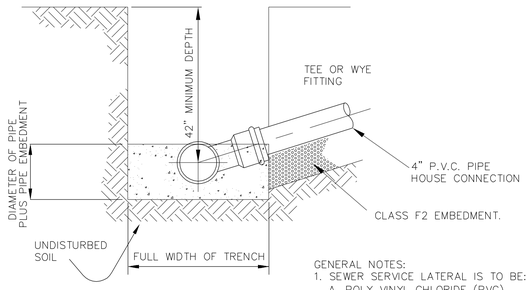
TITLE:

DETAIL SHEET

DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C5.10
CHECKED BY : RV	

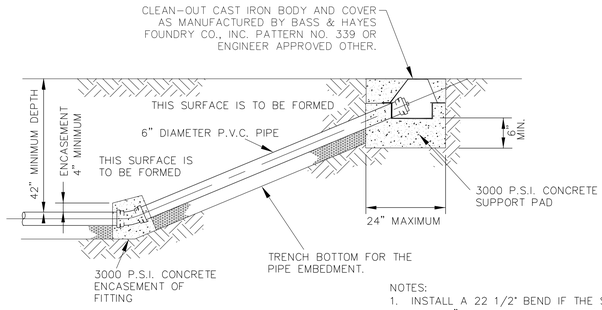


PLAN VIEW



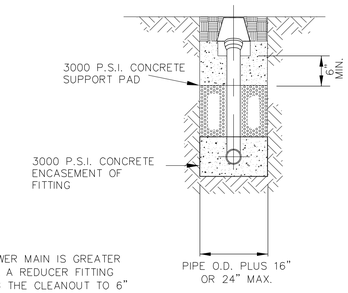
SECTION THRU TRENCH

GENERAL NOTES:
1. SEWER SERVICE LATERAL IS TO BE:
   A. POLY VINYL CHLORIDE (PVC)
   B. TYPE SDR 35, GREEN IN COLOR
   C. FITTINGS MAY BE GREEN OR WHITE IN COLOR.



SECTIONAL ELEVATION

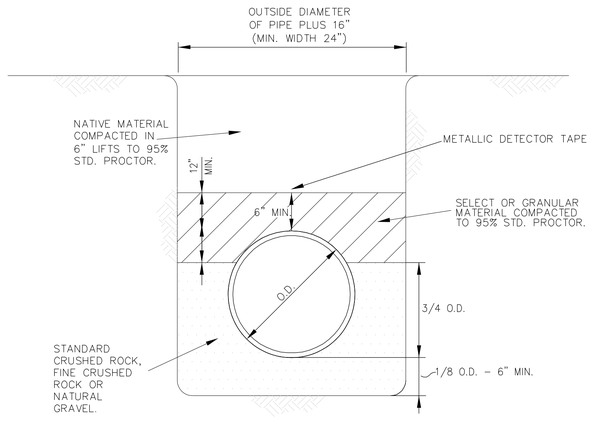
NOTES:
1. INSTALL A 22 1/2° BEND IF THE SEWER MAIN IS GREATER THAN 6" IN DIAMETER THEN INSTALL A REDUCER FITTING AFTER THE 22 1/2° BEND, REDUCING THE CLEANOUT TO 6" IN DIAMETER.
2. CLEAN-OUT CASTING AS MANUFACTURED BY THE BASS & HAYES FOUNDRY CO., INC. PATTERN NO. 339 OR APPROVED OTHER.
3. CONCRETE PAD 24" SQUARE SHALL BE POURED AROUND ALL CLEANOUTS NOT PLACED WITHIN CONCRETE PAVEMENT. 3000 P.S.I. CONCRETE, 6" THICK, FOUR NO. 3 BARS.



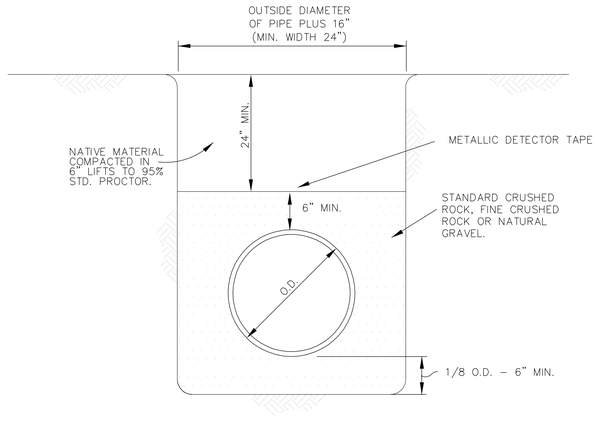
SECTION

RESIDENTIAL SANITARY SEWER SERVICE CONNECTION
N.T.S.

SANITARY SEWER MAIN CLEANOUT
N.T.S.



MIN. STD. P.V.C. SEWER CLASS LE2 EMBEDMENT
N.T.S.



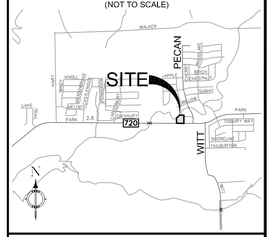
DEEP SDR 35 ENCASEMENT CLASS LE5 EMBEDMENT
N.T.S.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

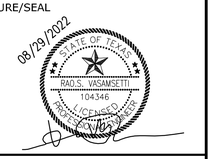
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17055
P.O. BOX, 592091 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.856.4595
ww.raosengineering.com

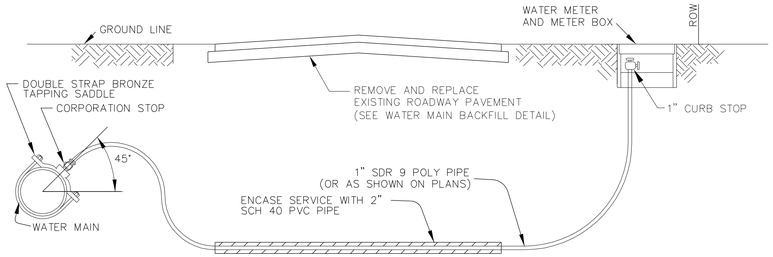
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

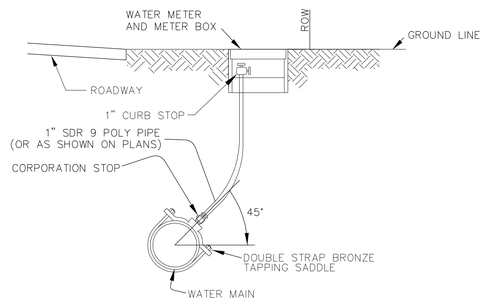
TITLE:

DETAIL SHEET

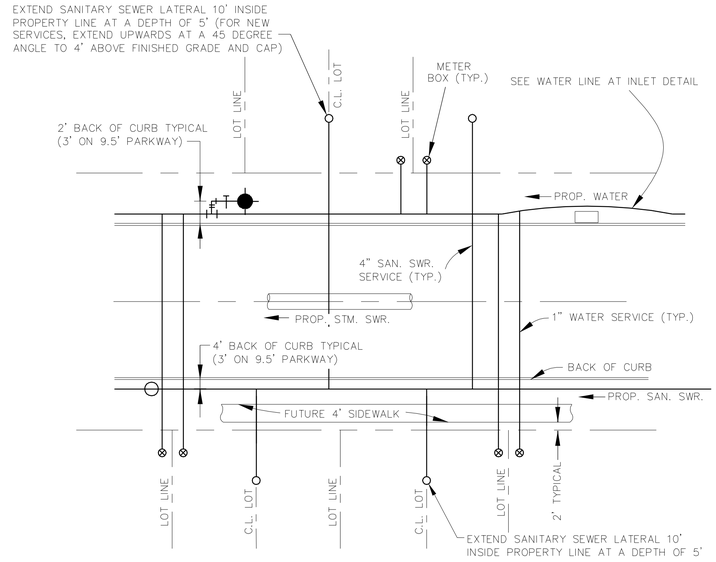
DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C5.20
CHECKED BY : RV	



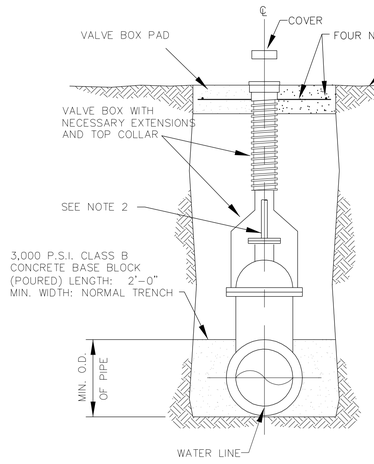
SERVICE UNDERNEATH PAVEMENT



SERVICE OUTSIDE OF PAVEMENT



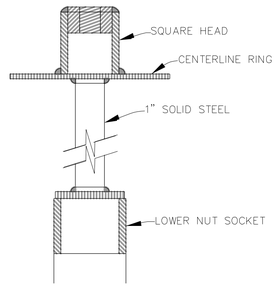
TYPICAL LOT SERVICE DETAIL
N.T.S.



WATER VALVE NOTES:

1. 2" TO 12" GATE VALVE SHALL BE RESILIENT SEATED WEDGE GATE VALVES ACCORDANCE WITH AWWA STANDARD C-509.
2. A VALVE EXTENSION STEM SHALL BE REQUIRED FOR ANY VALVE WHOSE OPERATING NUT IS LOCATED IN EXCESS OF 4 FEET BELOW THE TOP OF VALVE BOX. THIS EXTENSION SHALL BE OF SUFFICIENT LENGTH TO INSURE THAT ITS TOP IS WITHIN 2' OF THE VALVE BOX COVER.
3. ALL VALVES SHALL BE MARKED WITH A SAW ON THE CURB OR PAVEMENT WITH "V". THE "V" SHALL POINT TO THE LOCATION OF THE VALVE AS FOLLOWS: IF THE VALVE IS IN THE PAVING, THE "V" SHALL BE MARKED UPRIGHT; IF THE VALVE IS OUTSIDE THE PAVING, THE "V" SHALL BE MARKED UPSIDE DOWN.
4. ALL VALVES STACK COMPONENTS SHALL BE THREE PIECE SCREW TYPE CAST IRON.
5. IN ORDER TO MAINTAIN A MANAGEABLE PARTS INVENTORY AND WORKING KNOWLEDGE OF VALVES, THE FOLLOWING VALVES ARE APPROVED: MUELLER AND WATEROUS – 150 P.S.I. TEST.

GATE VALVE
VALVE SETTING & BOX
N.T.S.



VALVE EXTENSION
N.T.S.

WATER SERVICE NOTES:

A. WATER SERVICES SHALL NOT BE CONNECTED TO FIRE HYDRANT LINES.

B. ALL MATERIALS SHALL CONFORM TO THE STANDARD SPECIFICATIONS.

C. METER BOX SIZES:
- 5/8", 3/4" AND 1" SHALL BE DFW PLASTICS MODEL DFW-1814F-1BA. (18X14 PIT-CI RING W/ BLACK BRASS LOCK AMR LID)
- 1-1/2" AND 2" SHALL BE DFW PLASTICS MODEL DFW-2414FX-1BA. (24X14 PIT-CI RING W/ 20" BLACK BRASS LOCK AMR LID)

D. METER BOX SHALL BE LOCATED OUT OF ALL FLATWORK, SIDEWALKS AND APPROACHES.

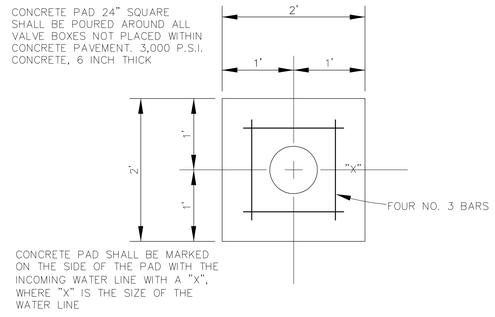
E. BACKFLOW PREVENTER IS REQUIRED ON RESIDENTIAL SIDE OF METER.

F. WATER SERVICE SHALL BE REPLACED FROM MAIN TO EXISTING WATER METER. SERVICE LINE BACKFILL SHALL BE IDENTICAL TO WATER MAIN.

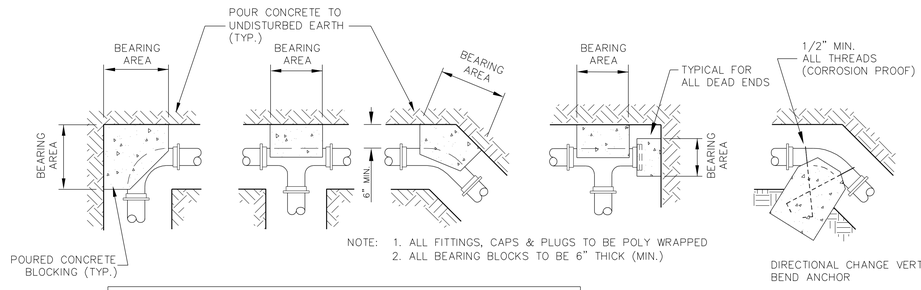
G. REFER TO WATER MAIN BACKFILL DETAIL FOR SERVICE CONNECTIONS LOCATED BENEATH PAVEMENT.

WATER METER INSTALLATION NOTES:

1. WATER METER SHALL BE PLACED IN CENTER OF LOT WITH THE SANITARY SEWER HOUSE CONNECTION TO BE LOCATED 10 FEET DOWNSTREAM. ALL TAPS SHALL BE MADE AT A 45° ANGLE TO THE CENTERLINE OF THE PIPE.
2. THE CONTRACTOR SHALL SET THE METER BOX IN ALL CASES.
3. THE METER BOX SHALL BE SET WITHIN THE RIGHT-OF-WAY OR A DEDICATED WATER EASEMENT. IN ALL CASES THE METER BOX SHALL BE PROTECTED FROM VEHICULAR TRAFFIC.
4. WATER METER BOX SHALL BE PROTECTED BY A 6" CURB OR GUARD POSTS WHEN PLACED IN A PAVED AREA, WHICH REQUIRES SPECIFIC APPROVAL BY THE TOWN ENGINEER OR HIS/HER DESIGNEE.
5. WATER SERVICES SHALL BE EMBEDDED IN SAND FROM CORPORATION STOP TO CURB STOP.
6. ALL BRASS PRODUCTS THAT COME INTO CONTACT WITH POTABLE WATER MUST MEET NEW "LEAD FREE" STANDARDS AS DEFINED UNDER PUBLIC LAW 111-380.
7. CONTRACTOR SHALL VERIFY METER ASSEMBLY FOR METER RELOCATIONS WITH TOWN STAFF PRIOR TO CONSTRUCTION.



VALVE BOX PAD PLAN
N.T.S.

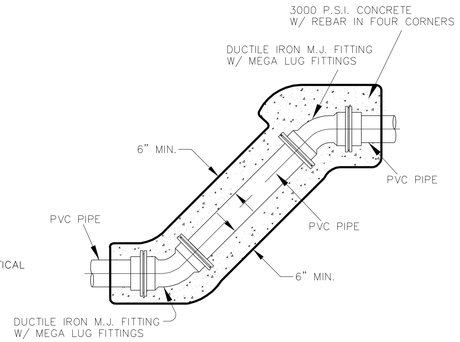


NOTE: 1. ALL FITTINGS, CAPS & PLUGS TO BE POLY WRAPPED
2. ALL BEARING BLOCKS TO BE 6" THICK (MIN.)

MIN. BEARING AREA OF BLOCK IN SQ. FT. (UNLESS OTHERWISE INDICATED ON THE PLANS)					
FITTING SIZES	TEE & END	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
TO 6"	3.6	5.4	2.5	2.0	2.0
8"	6.3	8.9	4.8	2.5	2.0
10"	9.9	13.9	7.6	3.9	2.0
12"	14.2	20.0	10.9	5.6	2.8
16"	25.1	35.5	19.2	9.8	4.9

SOIL BEARING PRESSURE	MULTIPLIER
1000	2.0
1500	1.33
2000	1.0
3000	0.67

WATER MAIN THRUST BLOCKING
N.T.S.



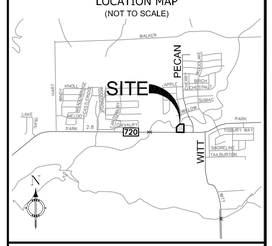
STANDARD HORIZONTAL
AND/OR VERTICAL OFFSETS
N.T.S.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

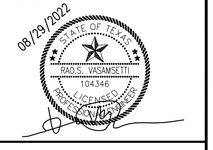
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TBPE FIRM#17595
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.856.4595
ww.raosengineering.com

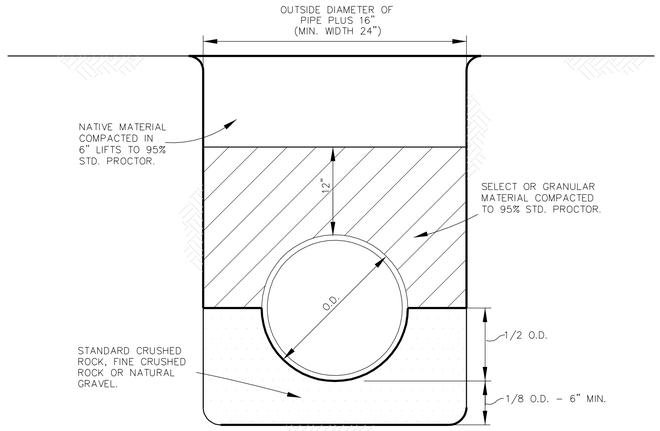
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

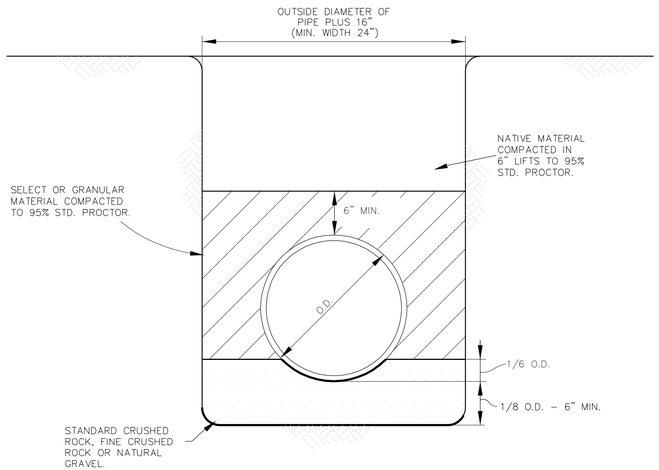
DETAIL SHEET

DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C5.30
CHECKED BY : RV	



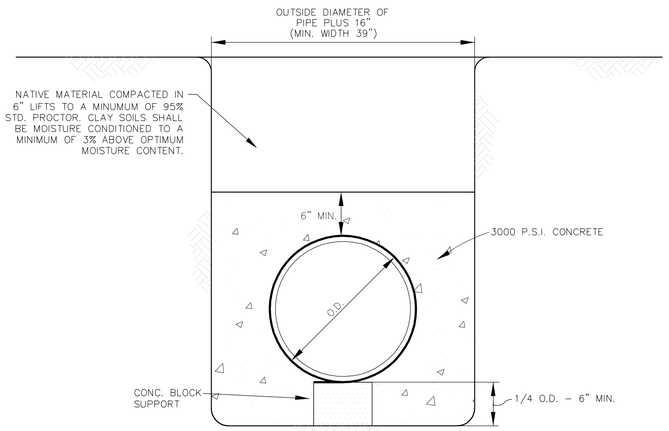
MIN. STD P.V.C. WATER
N.T.S.

CLASS F1 EMBEDMENT



MIN. STD. DUCTILE IRON WATER
MIN. STD. R.C.C.P. WATER
N.T.S.

CLASS F3 EMBEDMENT



CONCRETE ENCASEMENT
N.T.S.

CLASS F4 EMBEDMENT

NOTES:

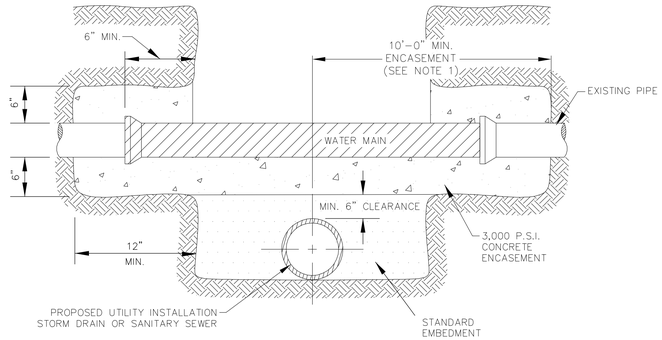
A. WATER SERVICES SHALL NOT BE CONNECTED TO FIRE HYDRANT LINES.

B. ALL MATERIALS SHALL CONFORM TO THE STANDARD SPECIFICATIONS.

C. METER BOX AND LID:
- 5/8", 3/4" AND 1" SHALL BE DFW PLASTICS MODEL DFW-1814F-1BA. (18X14 PIT-CI RING W/ BLACK BRASS LOCK AMR LID)
- 1-1/2" AND 2" SHALL BE DFW PLASTICS MODEL DFW-2414FX-1BA. (24X14 PIT-CI RING W/ 20" BLACK BRASS LOCK AMR LID)

D. METER BOX SHALL BE LOCATED OUT OF ALL FLATWORK, SIDEWALKS AND APPROACHES.

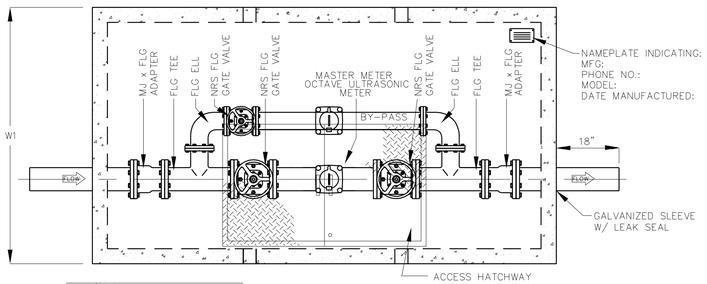
E. BACKFLOW PREVENTER IS REQUIRED ON RESIDENTIAL SIDE OF METER.



MINIMUM CLEARANCE NOTE:

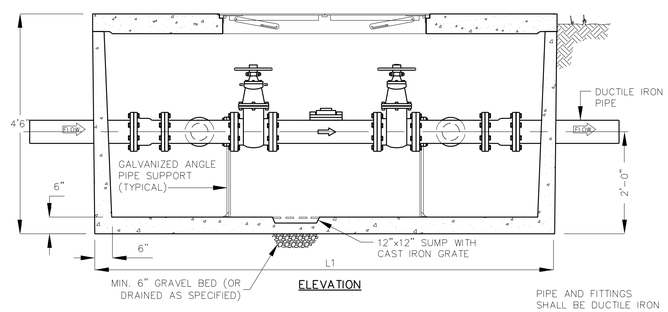
1. WHERE A MINIMUM CLEARANCE OF 10'-0" (HORIZONTAL AND/OR VERTICAL) CANNOT BE OBTAINED, THEN THE POTABLE WATER MAIN SHALL BE CONCRETE ENCASED FOR 10'-0" EACH SIDE OF THE INTERSECTION OF THE INSTALLED UTILITY LINE.
2. CROSSING OF SANITARY SEWER SHALL BE IN ACCORDANCE WITH THE LATEST TCEQ RULES AND REGULATIONS.

CROSSING UTILITY PIPE SUPPORT
N.T.S.



SIZE	BY PASS	L1	W1	H1
3"	2"	8'-8"	4'-8"	4'-6"
4"	2"	8'-8"	4'-8"	4'-6"
6"	4"	11'-0"	6'-0"	4'-6"

PLAN VIEW



ELEVATION

PIPE AND FITTINGS SHALL BE DUCTILE IRON

SPECIFICATIONS

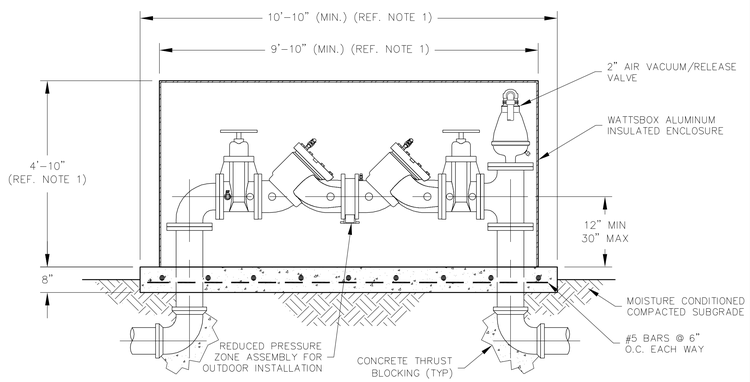
CONCRETE : CLASS 1 CONCRETE WITH DESIGN STRENGTH OF 4500 PSI AT 28 DAYS. UNIT IS OF MONOLITHIC CONSTRUCTION AT FLOOR AND FIRST STAGE OF WALL WITH SECTIONAL RISER TO REQUIRED DEPTH.

REINFORCEMENT: GRADE 60 REINFORCED, STEEL BAR CONFORMING TO ASTM A615 ON REQUIRED CENTERS OR EQUAL.

HATCHWAY: 3' X 5' GALVANIZED STEEL DOUBLE LEAF SPRING ASSISTED HATCHWAY - TRAFFIC RATED W/ SLAM LOCK.

PRECAST VAULT SHALL BE FROM PARK EQUIPMENT COMPANY MATCHING DETAIL SHOWN OR APPROVED OTHER.

METER VAULT
N.T.S.



BACKFLOW PREVENTER
N.T.S.

NOTES:

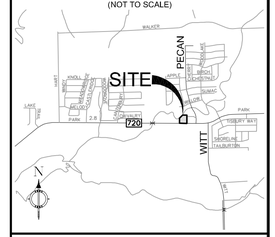
1. EXACT SIZE OF BOX MAY VARY DEPENDING ON ACTUAL LENGTH OF RPZ BACKFLOW PREVENTER.
2. AIR/VACUUM RELEASE ASSEMBLY SHALL BE ARI FLOW CONTROL ACCESSORIES, MODEL D-025, WITH NYLON BODY.
3. FIELD ROUTE DRAIN LINES FROM RPZ AND AIR RELEASE VALVE TO A COMMON DISCHARGE POINT.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

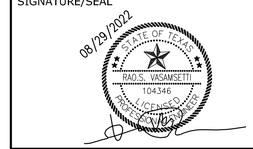
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX, 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557 FAX:512.656.4595
ww.raosengineering.com

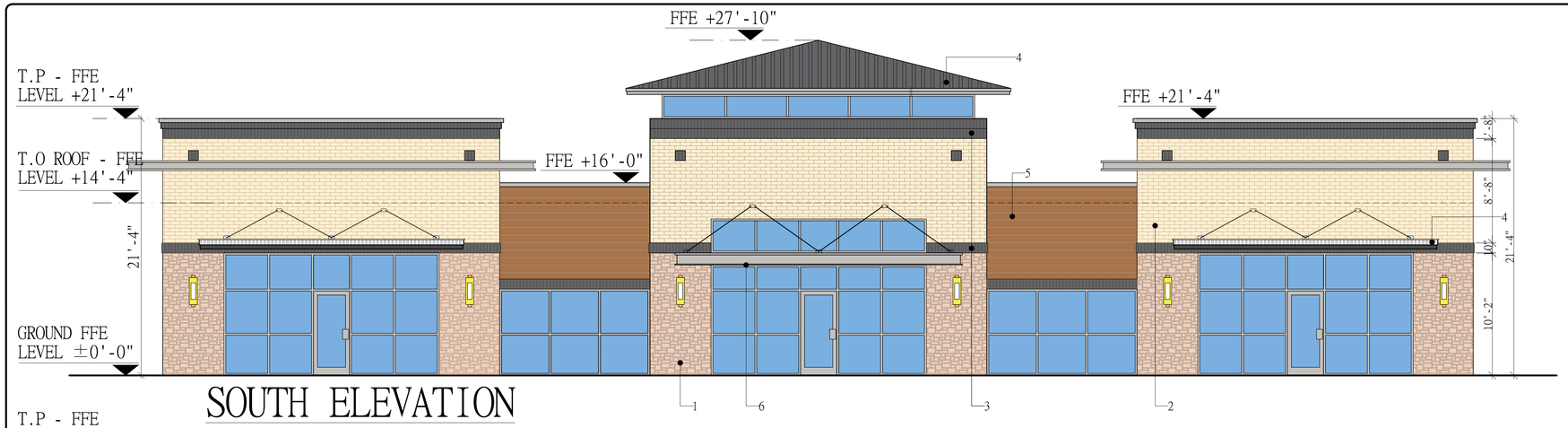
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

DETAIL SHEET

DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C5.40
CHECKED BY : RV	

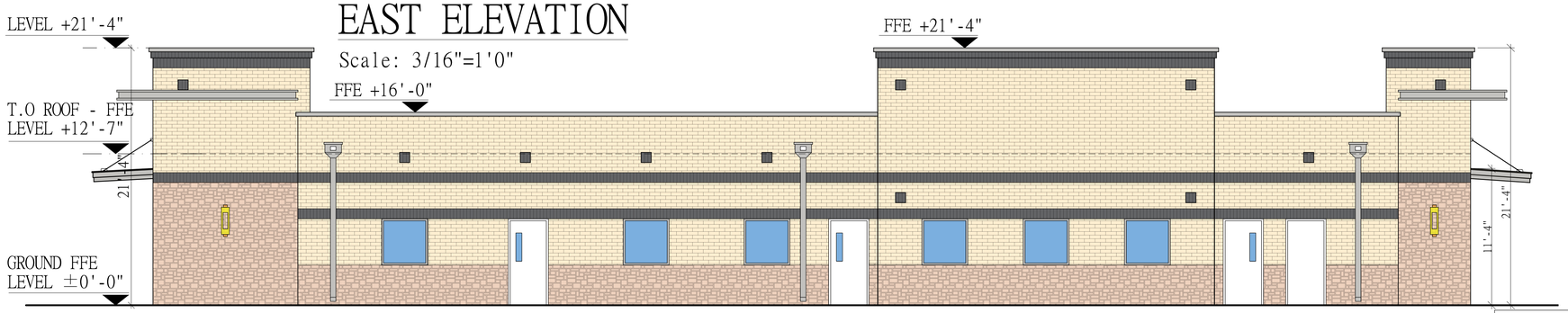


SOUTH ELEVATION

Scale: 3/16"=1'0"

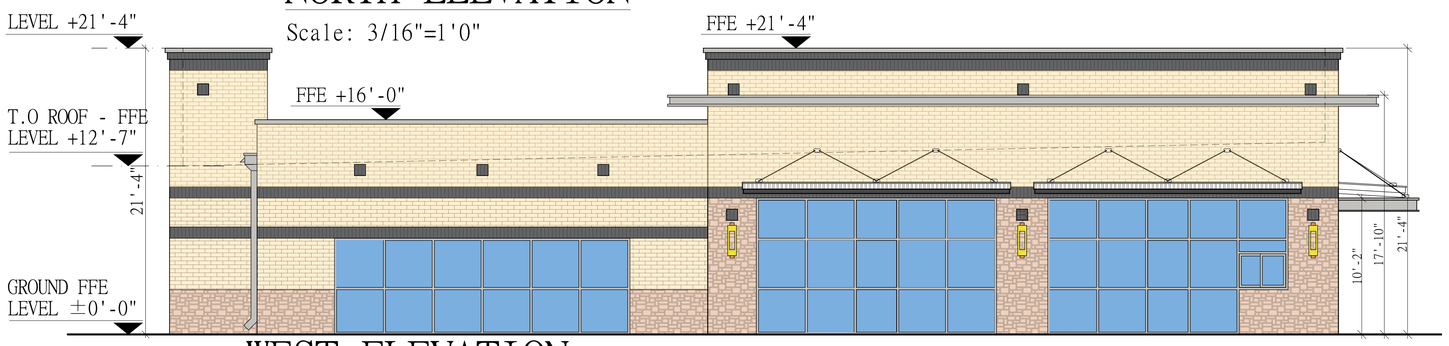
EAST ELEVATION

Scale: 3/16"=1'0"



NORTH ELEVATION

Scale: 3/16"=1'0"



WEST ELEVATION

Scale: 3/16"=1'0"

GRAPHIC SCALE

32" 0 16 32

(IN FEET)

SCALE : 3/16" = 1'-0"

EXTERIOR MATERIAL FINISH SCHEDULE

	MATERIAL	DESCRIPTION	COLOR
1	NATURAL STONE	ACME BRICK (PRAIRIE) NATUARAL LIME STONE	
2	PREMIER GLAZED SOLID BRICK	ACME BRICK (BIG BEND) Modular size (2 1/4" x 7 5/8" x 5/8")	
3	SOLDIER COURSE STANDING BRICK	ALLENTOWN VELOUR TEXTURE TULSA PLANT TUP008- 866922 MODULAR SIZE (2 1/4" x 7 5/8" x 5/8")	
4	STAND SEEM LIGHT GRAY METAL ROOFING	METAL SUPPLIER	
5	NICHIA PANEL	VINTAGEWOOD WOOD SERIES (CEDAR) AWP 1818	
6	HEAVY PECKY GRAIN CEILING SOFFIT	PECKY BOLIVIAN WALNUT 1X6 V-GROOVE (3/4" X 5")	

MATERIAL TAKE-OFF

VIEW	TEXANA GOLD STONE	BRICK	OTHERS	GLAZING	TOTAL
SOUTH ELEVATION	568 SF	1144 SF	335 SF	708 SF = 25%	2755 SF
	TOTAL MASONRY EXCLUDING DOORS / WINDOWS				
	2047 SF	1712 SF = 83%			
WEST ELEVATION	186 SF	817 SF	200 SF	510 SF = 30%	1713 SF
	TOTAL MASONRY EXCLUDING DOORS / WINDOWS				
	1203 SF	1003 SF = 83%			
NORTH ELEVATION	442 SF	1191 SF	182 SF	186 SF = 9.30%	2001 SF
	TOTAL MASONRY EXCLUDING DOORS / WINDOWS				
	1815 SF	1633 SF = 90%			
EAST ELEVATION	186 SF	783 SF	204 SF	510 SF = 30%	1683 SF
	TOTAL MASONRY EXCLUDING DOORS / WINDOWS				
	1173 SF	969 SF = 83%			

FACADE PLAN NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRED REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREA AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

ARTICLE VI, TABLE B	
EXTERIOR CATEGORIES & MATERIALS FOR COMMERCIAL	
CATEGORIES	MATERIALS
A	BRICK, STONE, OR MANUFACTURED STONE
B	SPLIT-FACE CMU, STUCCO, CEMENTITIOUS FIBER BOARD, ENGINEERED WOOD, TILT-WALL CONSTRUCTION
C	METAL, WOOD, TILE, GLASS, EIFS
PROHIBITED	PLAIN CONCRETE BLOCK, AGGREGATE, VINYL, PLASTIC

ISSUE FOR:

- FOR INTER REVIEW ONLY
- BID ONLY
- PERMITS SET
- CONSTRUCTION SET

REVISIIONS:

NO.	DATE	DESCRIPTION

MAKMO DESIGN
86 ZENITH LANE, SUGAR LAND, TX 77498
PH # 832-231-7047 TBPE FIRM. # 21236

PROPOSED LEASE SPACE BUILDING
LOCATED AT
LITTLE ELM, TX

SEAL :

STATE OF TEXAS
ASHLEY BICE
134060
LICENSED
PROFESSIONAL ENGINEER
3/16/22

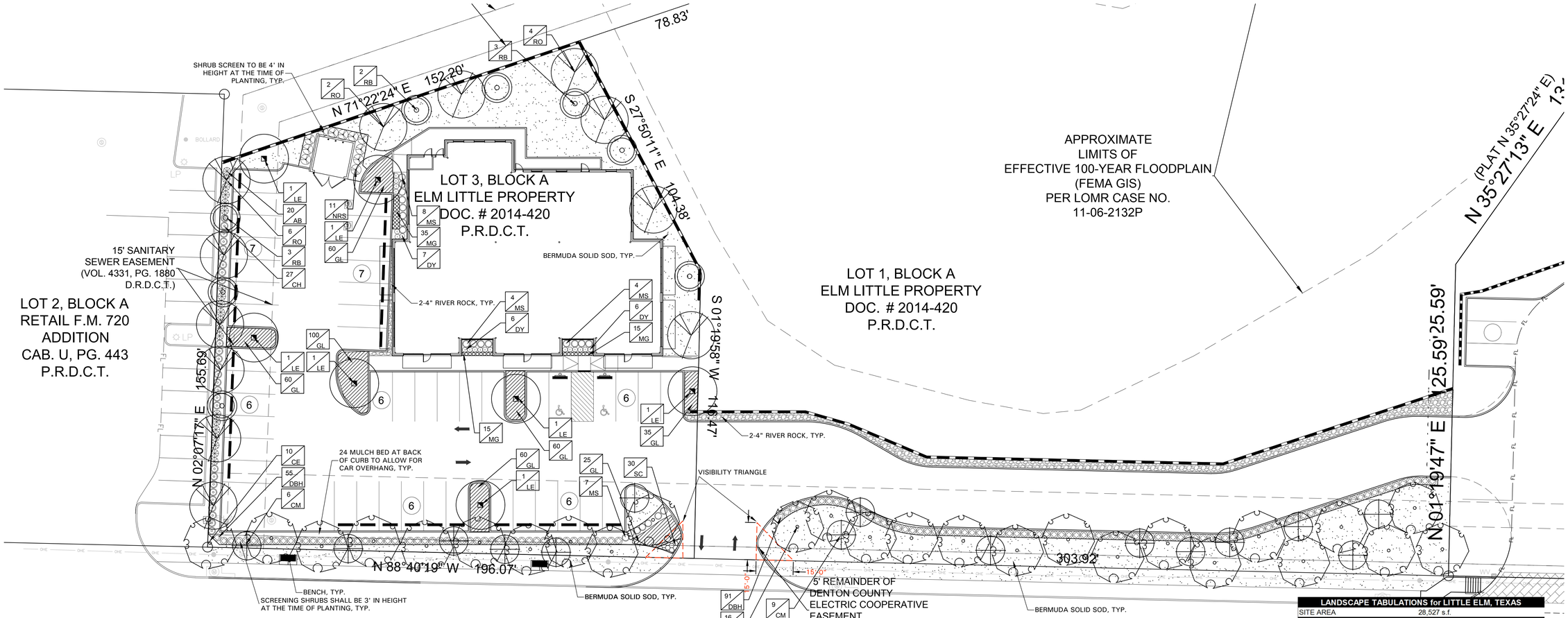
DATE: 07/26/2022

PROJECT NUMBER	:	22-000
SCALE	:	3/16" =1'-0"
DRAWN BY	:	A.B
CHECKED BY:		A.B
SHEET TITLE	:	

ELEVATION 1 & 2

DRAWING NUMBER:

A-2.0



FM 720
ELDORADO PARKWAY
(VARIABLE WIDTH RIGHT-OF-WAY)

ALL CANOPY TREES SHALL BE MORE THAN 30' TALL AT MATURITY.

ALL LARGE SHADE TREES TO BE 4" CALIPER

ALL ORNAMENTAL TREES TO BE 8' IN HEIGHT AT THE TIME OF PLANTING.

PLANT SCHEDULE

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
		SHADE TREES			
26	CE	Cedar Elm	*Ulmus crassifolia*	4" cal.	12' ht., 4' spread, matching
7	LE	Lacebark Elm	*Ulmus parvifolia 'Sempervirens'*	4" cal.	12' ht., 4' spread
12	RO	Texas Red Oak	*Quercus texana*	4" cal.	12' ht., 4' spread, matching
		ORNAMENTAL TREES			
15	CM	Crepe Myrtle 'Tuscarora'	*Lagerstromia indica 'Tuscarora'*	30 gal.	8' ht. 3' spread, matching
8	RB	Oklahoma Redbud	*Cercis reniformis 'Oklahoma'*	30 gal.	8' ht., 4' spread, 3 trunk min.
		SHRUBS			
20	AB	Abelia 'Twist of Lime'	*Abelia x grandiflora 'Hopley's'*	3' ht.	full, 36" o.c.
27	CH	Carissa Holly	*Ilex comuta 'Carissa'*	3' ht.	full, 36" o.c.
146	DBH	Dwarf Burford Holly	*Ilex comuta ' Burford Nana'*	3' ht.	full, 36" o.c.
19	DY	Dwarf Yaupon Holly	*Ilex vomitoria 'Condeaux'*	5 gal.	full, 24" sprd, 24" o.c.
22	MS	Morning Light Miscanthus	*Miscanthus sinensis 'Morning Light'*	5 gal.	full, 20" spread, 36" o.c.
11	NRS	Nellie R Stevens Holly	*Ilex x 'Nellie R. Stevens'*	4' ht.	full, 40" o.c.; 4' ht.
		GROUNDCOVER/VINES/GRASS			
400	GL	Giant Liropе	*Liriope gigantea*	1 gal.	full, 18" o.c.
65	MG	Variegated Mondo Grass	*Ophiopogon japonicus 'Variegata'*	1 gal.	full, 12" o.c.
30	SC	Seasonal Color		4" pots	full, 12" o.c.
		Bermuda Solid Sod	*Cynodon dactylon*		
		2-4" River Rock			

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.

GRAPHIC SCALE
0 20 40 FEET
Scale 1"=20' - 0"

GENERAL LAWN NOTES

1. CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER
2. LAWN AREAS SHALL BE LEFT 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
3. CONTRACTOR TO FIND GRADE AREAS TO ACHIEVE FINAL CONTOURS AS SHOWN ON CIVIL DRAWINGS. POSITIVE DRAINAGE SHALL BE PROVIDED AWAY FROM ALL BUILDINGS. ROUNDING AT TOP AND BOTTOM OF SLOPES SHALL BE PROVIDED AND IN OTHER BREAKS IN GRADE. CORRECT AREAS WHERE STANDING WATER MAY OCCUR.
4. ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
5. CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" IN DIAMETER AND LARGER. REMOVE ALL DIRT CLODS, STICKS, CONCRETE SPOILS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION.
6. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
7. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.

SOLID SOD:

1. SOLID SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES, AT A MINIMUM. THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOD SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.
2. SOD SHALL BE STRONGLY ROOTED DROUGHT RESISTANT SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (+1/4"), EXCLUDING TOP GROWTH AND THATCH.
3. LAY SOD BY HAND TO COVER INDICATED AREAS COMPLETELY, ENSURING EDGES ARE TOUCHING WITH TIGHTLY FITTING JOINTS, NO OVERLAPS WITH STAGGERED STRIPS TO OFFSET JOINTS.
4. TOP DRESS JOINTS IN SOD BY HAND WITH TOPSOIL TO FILL VOIDS IF NECESSARY
5. SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.
6. SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST, OVERSEED BERMUDAGRASS SOD WITH WINTER RYEGRASS AT A RATE OF 4 POUNDS PER 1000 S.F.

HYDROMULCH:

1. SCARIFY AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
2. BERMUDA GRASS SEED SHALL BE EXTRA HULLED, TREATED LAWN TYPE. SEED SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET ALL STATE/LOCAL LAW REQUIREMENTS.
3. FIBER SHALL BE 100% WOOD CELLULOSE FIVER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY 'CONWEB' OR EQUAL.
4. FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS UNOPENED CONTAINER AND SHALL BE 'TERRO-TACK ONE', AS MANUFACTURED BY GROWERS, INC OR APPROVED EQUAL.
5. HYDROMULCH WITH BERMUDA GRASS SEET AT A RATE OF 2 POUNDS PER 1000 S.F.
6. USE A BATTER BOARD AGAINST ALL BED AREAS TO PREVENT OVER SPRAY.
7. IF INADEQUATE MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.
8. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1ST AND MAY 1ST, ALL HYDROMULCH AREAS SHALL BE OVER-SEEDED WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDA GRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
9. AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS. WATER SEEDED AREAS IMMEDIATELY AFTER INSTALLATION TO SATURATION.
10. ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.

LANDSCAPE NOTES

1. CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS
2. CONTRACTOR SHALL CALL 911 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR UNDERGROUND UTILITIES.
3. A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES.
4. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
5. LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.
6. PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE.
7. EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND/OR CURBS.
8. MULCH SHALL BE INSTALLED AT 1/2" BELOW THE TOPS OF SIDEWALKS AND CURBING.
9. QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.
10. CONTAINER GROWN PLANT MATERIAL IS PREFERRED HOWEVER BALL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEED BE AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.
11. TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.
12. 4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL. PINE STRAW MULCH IS PROHIBITED.
13. WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MIRAFI 140S WEED BARRIER OR APPROVED EQUAL.
14. CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PERMITS.

IRRIGATION:

1. ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.

MAINTENANCE REQUIREMENTS:

1. VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.
2. MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.
3. ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.

MISCELLANEOUS MATERIALS:

1. STEEL EDGING SHALL BE 3/16" X 4 X 16' DARK GREEN DURAEDGE STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS/DETAILS.
2. RIVER ROCK SHALL BE ARIZONA RIVER ROCK, 2" - 4" DIAMETER. RIVER ROCK SHALL BE COMPACTED TO A MINIMUM OF 3" DEPTH OVER FILTER FABRIC.

LANDSCAPE TABULATIONS for LITTLE ELM, TEXAS

SITE AREA 28,527 s.f.

INTERIOR LANDSCAPE REQUIREMENTS

1. A min. of 10% of the gross vehicular use areas shall be devoted to living landscape.
2. There shall be a min. of one large canopy tree for each 400 s.f. of required interior landscape area.
3. Inteior parking islands shall contain one canopy tree located at the end of all parking rows.
4. One tree shall be provided for every 12 spaces. (13 spaces provided)

REQUIRED	PROVIDED
1546 s.f. (10%)	1600 s.f. (10%)
4 trees	6 trees, 3" cal. (trees will have a canopy larger than 30')

PERIMETER LANDSCAPE REQUIREMENTS

1. All vehicular use areas shall be screened from abutting properties and the public right-of-way with an evergreen hedge, berm or other durable landscape barrier. Shrubs shall be a min. of 36" tall at time of planting.
2. Minimum number o flarge trees within perimeter landscape buffers: Perimeter kadnscape buffers not adjacent to the public right-of-way shall contain at least one large canopy tree every 25 linear feet or fraction thereof when adjancent to another commercial use, and at least on elarge canopy tree every 20 linear feet when adjace to residential uses or zoning. Trees may be grouped or clustered to facilitate site design and shall appropriately be staggered when adjancet to property of the same zoning.
3. For every five large canopy trees reuiqred along the street frontage and perimeter, three small ornamental tree shall also be provided.

REQUIRED	PROVIDED
screening	screening - 36" at the time of planting
Eldorado Parkway - 108 l.f.	
10 trees	10 shade trees
6 ornamental trees	6 ornamental trees
Town Owned Property	
Eldorado Parkway - 303 l.f.	
16 trees	16 shade trees
9 ornamental trees	9 ornamental trees
West property - 156 l.f.	
8 trees	8 shade trees
3 ornamental trees	3 ornamental trees
East property - 116 l.f.	
5 trees	5 shade trees
3 ornamental trees	3 ornamental trees
North property - l.f.	
NA	NA

POINT SYSTEM

REQUIRED	PROVIDED
20 points	5 points - enhanced landscape
	5 points - open space greater
	5 points - Enhanced site canopy
	5 points - enhanced entranceway paving

AWR Designs, LLC
P.O. Box 1746
Alvin, Texas 77512-6008
amanda@awr-designs.com
c. 512.517.5589

AWR

3P ELM

1728 E ELDORADO PARKWAY
LITTLE ELM, TEXAS 75068

REGISTERED LANDSCAPE ARCHITECT
AMANDA W. RICHARDSON
2754
STATE OF TEXAS

Project Number: 22156

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LANDSCAPE PLAN

Sheet Number:

L1.01

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 QUALIFICATIONS OF THE LANDSCAPE CONTRACTOR.

A. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING

1.2 REFERENCE DOCUMENTS

A. REFER TO LANDSCAPE PLANS, NOTES, SCHEDULES AND DETAILS FOR ADDITIONAL REQUIREMENTS

1.3 SCOPE OF WORK / DESCRIPTION OF WORK

A. WORK COVERED BY THESE SECTIONS INCLUDES: FURNISH ALL SUPERVISIONS, LABOR, MATERIALS, SERVICES, EQUIPMENT AND APPLIANCES REQUIRED TO COMPLETE THE WORK COVERED IN CONJUNCTION WITH THE LANDSCAPING COVERED IN LANDSCAPE PLANS AND SPECIFICATIONS INCLUDING:
   1. PLANTING (TREES, SHRUBS, GRASSES)
      1. BED PREP AND FERTILIZATION
      3. NOTIFICATION OF SOURCES
      4. WATER AND MAINTENANCE UNTIL ACCEPTANCE
      5. GUARANTEE

B. 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 MATERIALS.

C. 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

1.4 REFERENCES

A. AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICAN ASSOCIATION OF NURSERYMEN; 27 OCTOBER 1980, EDITION; BY AMERICAN NATIONAL STANDARDS INSTITUTE (Z60.1) - PLANT MATERIAL

B. AMERICAN JOINT COMMITTEE ON HORTICULTURE NOMENCLATURE; 1942 EDITION OF STANDARDIZED PLANT NAMES.

C. TEXAS ASSOCIATION OF NURSERYMEN, GRADES AND STANDARDS

1.5 SUBMITTALS

A. PROVIDE REPRESENTATIVE QUANTITIES OF EACH SOIL, MULCH, BED MIX, GRAVEL AND STONE FOR INSTALLATION. SAMPLES TO BE APPROVED BY OWNER'S REPRESENTATIVE BEFORE USE.

B. SOIL AMENDMENTS AND FERTILIZERS SHOULD BE RESEARCHED AND BASED ON THE SOILS IN THE AREA.

C. BEFORE INSTALLATION, SUBMIT DOCUMENTATION THAT PLANT MATERIALS ARE AVAILABLE AND HAVE BEEN RESERVED. FOR ANY PLANT MATERIAL NOT AVAILABLE, SUBMIT REQUEST FOR SUBSTITUTION.

1.6 JOB CONDITIONS, DELIVERY, STORAGE AND HANDLING

A. GENERAL CONTRACTOR TO COMPLETE WORK BEFORE LANDSCAPE CONTRACTOR TO COMMENCE.

B. ALL PLANTING BED AREAS SHALL BE LEFT THREE INCHES BELOW FINAL GRADE OF SIDEWALKS, DRIVES AND CURBS. ALL AREAS TO RECEIVE SOLID SOD SHALL BE LEFT ONE INCH BELOW THE FINAL GRADE OF WALKS, DRIVES AND CURBS. CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO LANDSCAPE CONTRACTOR BEGINNING WORK

C. STORAGE OF MATERIALS AND EQUIPMENT AT THE JOB SITE WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR. THE OWNER CANNOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE.

1.7 SEQUENCING

A. INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWN/SOLID SOD.

B. WHERE EXISTING TURF AREAS ARE BEING CONVERTED TO PLANTING BEDS, THE TURF SHALL BE CHEMICALLY ERADICATED TO MINIMIZE RE-GROWTH IN THE FUTURE. AREAS SHALL BE PROPERLY PREPARED WITH AMENDED ORGANIC MATTER.

1.8 MAINTENANCE AND GUARANTEE

MAINTENANCE:

A. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK FROM THE TIME OF PLANTING UNTIL FINAL ACCEPTANCE BY OWNER.

B. NO TREES, GRASS, GROUNDCOVER OR GRASS WILL BE ACCEPTED UNLESS THEY SHOW HEALTHY GROWTH AND SATISFACTORY FOLIAGE CONDITIONS.

C. MAINTENANCE SHALL INCLUDE WATERING OF TREES AND PLANTS, CULTIVATION, WEEDING, EDGING, PRUNING OF TREES, MOWING OF GRASS, CLEANING UP AND ALL OTHER WORK NECESSARY FOR MAINTENANCE.

D. A WRITTEN NOTICE REQUESTING FINAL INSPECTION AND ACCEPTANCE SHOULD BE SUBMITTED TO THE OWNER AT LEAST 7 DAYS PRIOR TO COMPLETION. AN ON SITE INSPECTION BY THE OWNER'S AUTHORIZED REPRESENTATIVE WILL BE COMPLETED PRIOR TO WRITTEN ACCEPTANCE.

E. NOTIFY OWNER OR OWNER'S REPRESENTATIVE SEVEN DAYS PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD.

F. REMOVE DEAD, UNHEALTHY AND UNSIGHTLY PLANTS DURING WARRANTY PERIOD

G. REMOVE GUYING AND STAKING MATERIALS AFTER ONE YEAR

H. ALL LANDSCAPE MUST BE MAINTAINED AND GRASS MOWED-EDGED ON A WEEKLY SCHEDULE UNTIL ACCEPTANCE BY OWNER. REMOVE CLIPPINGS AND DEBRIS FROM SITE PROMPTLY.

I. REMOVE TRASH, DEBRIS, AND LITTER. WATER, PRUNE, RESTAKE TREES, FERTILIZE, WEED AND APPLY HERBICIDES AND FUNGICIDES AS REQUIRED.

J. COORDINATE THE OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM AN IRRIGATION SYSTEM.

K. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN ACCORDANCE TO THE MAINTENANCE SERVICE TO ENSURE THE SYSTEM IS IN PROPER WORKING ORDER WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.

L. REAPPLY MULCH TO BARE AND THIN AREAS.

M. 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 GRASS AT NO ADDITIONAL COST TO THE OWNER.

N. 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 CRITERION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE
   b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
   c. 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.

GUARANTEE:

A. TREES, SHRUBS, GROUNDCVOER SHALL BE GUARANTEED (IN WRITING) FOR A 12 MONTH PERIOD (90 DAYS FOR ANNUAL PLANTING OR AT THE END OF THE SEASONAL COLOR GROWING SEASON, WHICHEVER COMES SOONER) AFTER FINAL ACCEPTANCE. THE CONTRACTOR SHALL REPLACE ALL DEAD MATERIALS AS SOON AS WEATHER PERMITS AND UPON NOTIFICATION OF THE OWNER.

B. PLANTS INCLUDING TREES, WHICH HAVE PARTIALLY DIED SO THAT SHAPE, SIZE OR SYMMETRY HAVE BEEN DAMAGED SHALL BE CONSIDERED SUBJECT TO REPLACEMENT. IN SUCH CASES, THE OPINION OF THE OWNER SHALL BE FINAL.

C. PLANTS USED FOR REPLACEMENT SHALL BE OF THE SAME SIZE AND KIND AS THOSE ORIGINALLY PLANTED OR SPECIFIED. ALL WORK INCLUDING MATERIALS, LABOR AND EQUIPMENT USED IN REPLACEMENTS SHALL CARRY A 12 MONTH GUARANTEE AND SHALL GROW ACTIVE, HEALTHY GROWTH. BARE AREAS INCURRED AS A RESULT OF MAKING REPLACEMENTS SHALL BE IMMEDIATELY REPAIRED.

D. WHEN PLANT REPLACEMENTS ARE MADE, PLANTS, SOIL MIX, FERTILIZER AND MULCH ARE TO BE UTILIZED AS ORIGINALLY SPECIFIED AND RE-INSPECTED FOR FULL COMPLIANCE WITH THE CONTRACT REQUIREMENTS. PLANT REPLACEMENTS ARE INCLUDED UNDER 'WORK' OF THIS SECTION.

E. THE OWNER AGREES THAT FOR THE ONE YEAR WARRANTY PERIOD TO BE EFFECTIVE, HE WILL WATER PLANTS AT LEAST TWICE A WEEK DURING DRY PERIODS.

F. THE ABOVE GUARANTEE SHALL NOT APPLY WHERE PLANTS DIE AFTER ACCEPTANCE BECAUSE OF DAMAGE DUE TO ACTS OF GOD, VANDALISM, INSECTS, DISEASE, INJURY BY HUMANS, MACHINES, THEFT OR NEGLIGENCE BY OWNER.

G. ACCEPTANCE FOR ALL LANDSCAPE WORK SHALL BE GIVEN AFTER FINAL INSPECTION BY THE OWNER PROVIDED THE JOB IS IN A COMPLETE, UNDAMAGED CONDITION AND THERE IS A STAND OF GRASS IN ALL LAWN AREAS. AT THAT TIME, THE OWNER WILL ASSUME MAINTENANCE ON THE ACCEPTED WORK.

1.9 QUALITY ASSURANCE

A. COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.

B. EMPLOY PERSONNEL EXPERIENCED AND FAMILIAR WITH THE REQUIRED WORK AND SUPERVISION BY A FOREMAN.

C. MAKE CONTACT WITH SUPPLIERS IMMEDIATELY UPON OBTAINING NOTICE OF CONTRACT ACCEPTANCE TO SELECT AND BOOK MATERIALS.

D. DEVELOP A PROGRAM OF MAINTENANCE (PRUNING AND FERTILIZATION) WHICH WILL ENSURE THE PURCHASED MATERIALS WILL MEET AND/OR EXCEED PROJECT SPECIFICATIONS.

E. DO NOT MAKE PLANT MATERIAL SUBSTITUTIONS. IF THE LANDSCAPE MATERIAL SPECIFIED IS NOT READILY AVAILABLE, SUBMIT PROOF TO LANDSCAPE ARCHITECT ALONG WITH THE PROPOSED MATERIAL TO BE USED IN LIEU OF THE SPECIFIED PLANT.

F. AT THE TIME BIDS ARE SUBMITTED, THE CONTRACTOR IS ASSUMED TO HAVE LOCATED THE MATERIALS NECESSARY TO COMPLETE THE JOB AS SPECIFIED.

G. OWNER'S REPRESENTATIVE SHALL INSPECT ALL PLANT MATERIAL AND RETAINS THE RIGHT TO INSPECT MATERIALS UPON ARRIVAL TO THE SITE AND DURING INSTALLATION. THE OWNERS REPRESENTATIVE MAY ALSO REJECT ANY MATERIALS HE/SHE FEELS TO BE UNSATISFACTORY OR DEFECTIVE DURING THE WORK PROCESS. ALL PLANTS DAMAGED IN TRANSIT OR AT THE JOB SITE SHALL BE REJECTED.

1.10 PRODUCT DELIVERY, STORAGE AND HANDLING

A. PREPARATION

1. BALLED AND BURLAPPED B&B PLANTS): DIG AND PREPARE SHIPMENT IN A MANNER THAT WILL NOT DAMAGE ROOTS, BRANCHES, SHAPE AND FUTURE DEVELOPMENT.

2. CONTAINER GROWN PLANTS: DELIVER PLANTS IN RIGID CONTAINER TO HOLD BALL SHAPE AND PROTECT ROOT MASS.

B. DELIVERY

1. DELIVER PACKAGED MATERIALS IN SEALED CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. PROTECT MATERIALS FROM DETERIORATION DURING DELIVERY AND WHILE STORED ON SITE.

2. DELIVER ONLY PLANT MATERIALS THAT CAN BE PLANTED IN ONE DAY UNLESS ADEQUATE STORAGE AND TEMPORARY FACILITIES ARE AVAILABLE ON SITE

3. PROTECT ROOT BALLS BY HEELING IN WITH SAWDUST OR OTHER APPROVED MOISTURE RETAINING MATERIAL IF NOT PLANTED WITHIN 24 HOURS OF DELIVERY.

4. PROTECT PLANTS DURING DELIVERY TO PREVENT DAMAGE TO ROOT BALL OR DESICCATION OF LEAVES.

5. KEEP PLANTS MOIST AT ALL TIMES. COVER ALL MATERIALS DURING TRANSPORT.

6. NOTIFY OWNERS REPRESENTATIVE OF DELIVERY 72 HOURS PRIOR TO DELIVERY OF PLANT MATERIAL AT JOB SITE.

7. REMOVE REJECTED PLANT MATERIAL IMMEDIATELY FROM JOB SITE.

8. TO AVOID DAMAGE OR STRESS, DO NOT LIFT, MOVE, ADJUST TO PLUMB, OR OTHERWISE MANIPULATE PLANTS BY TRUNK OR STEMS.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. GENERAL: WELL FORMED NO. 1 GRADE OR BETTER NURSERY GROWN STOCK, LISTED PLANT HEIGHTS ARE FROM TOPS OF FOOT BALLS TO MAIN NORMAL TOPS OF PLANTS. SPREAD REFERS TO NOMINAL OUTER WIDTH OF THE PLANT NOT THE OUTER LEAF TIPS. PLANTS SHALL BE INDIVIDUALLY APPROVED BY THE OWNERS REPRESENTATIVE AND THEIR DECISION AS TO THEIR ACCEPTABILITY SHALL BE FINAL.

B. QUANTITIES: THE DRAWINGS AND SPECIFICATIONS ARE COMPLIMENTARY. ANYTHING CALLED FOR ON ONE AND NOT THE OTHER IS AS BINDING AS IF SHOWN AND CALLED FOR ON BOTH. THE PLANT SCHEDULE IS AN AID TO BIDDERS ONLY. CONFIRM ALL QUANTITIES ON PLAN.

C. QUANTITIES AND SIZE: PLANT MATERIALS SHALL CONFORM TO THE SIZE GIVEN ON THE PLAN AND SHALL BE HEALTHY, WELL SHAPED, FULL BRANCHED AND WELL ROOTED. SYMMETRY IS ALSO IMPERATIVE. PLANTS SHALL BE FREE FROM DISEASES, INSECTS, INJURY, DISEASE, BROKEN BRANCHES, DISFIGUREMENTS, INSECT EGGS AND ARE TO BE OF SPECIMEN QUALITY.

D. APPROVAL: ALL PLANTS WHICH ARE FOUND UNSUITABLE IN GROWTH OR ARE UNHEALTHY, BADLY SHAPED OR UNDERSIZED WILL BE REJECTED BY THE OWNERS REPRESENTATIVE EITHER BEFORE OR AFTER PLANTING AND SHALL BE REMOVED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR AND REPLACED WITH ACCEPTABLE SPECIMENS.

E. TREES SHALL BE HEALTHY, FULL BRANCHED, WELL SHAPED AND SHALL MEET THE MINIMUM REQUIREMENTS AS SPECIFIED ON THE PLANT SCHEDULE. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE IF POSSIBLE, AND WITH SIMILAR CLIMACTIC CONDITIONS.

F. PRUNING: ALL PRUNING OF TREES AND SHRUBS SHALL BE EXECUTED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER, PRIOR TO FINAL ACCEPTANCE.

G. PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED, EXCEPT THE PLANTS LARGER THAN THOSE SPECIFIED MAY BE USED. USE OF LARGER PLANTS SHALL NOT INCREASE THE CONTRACT PRICE.

H. WHERE MATERIALS ARE PLANTED IN MASSES, PROVIDE PLANTS OF UNIFORM SIZE.

I. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED, FIBROUS ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).

J. 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

K. TREE TRUNKS TO BE STURDY, EXHIBIT HARDENED SYSTEMS AND VIGOROUS AND FIBROUS ROOT SYSTEMS, NOT ROOT OR POT BOUND.

L. TREES WITH DAMAGED OR CROOKED LEADERS, BARK ABRASIONS, SUNSCALD, DISFIGURING KNOTS, OR INSECT DAMAGE WILL BE REJECTED.

M. 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

N. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.

O. 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.

P. 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.

2.2 SOIL PREPARATION MATERIALS

A. SANDY LOAM:

1. FRIABLE, FERTILE, DARK, LOAMY SOIL, FREE OF CLAY LUMPS, SUBSOIL, STONES AND OTHER EXTRANEOUS MATERIAL AND REASONABLY FREE OF WEEDS AND FOREIGN GRASSES. LOAM CONTAINING DALLASGRASS OR NUTGRASS SHALL BE REJECTED.

2. PHYSICAL PROPERTIES AS FOLLOWS:
   a. CLAY – BETWEEN 7-27%
   b. SILT – BETWEEN 15-25%
   c. SAND – LESS THAN 52%

3. ORGANIC MATTER SHALL BE 3%-10% OF TOTAL DRY WEIGHT.

4. IF REQUESTED, LANDSCAPE CONTRACTOR SHALL PROVIDE A CERTIFIED SOIL ANALYSIS CONDUCTED BY AN APPROVED SOIL TESTING LABORATORY VERIFYING THAT SANDY LOAM MEETS THESE ABOVE REQUIREMENTS.

B. ORGANIC MATERIAL: COMPOST WITH A MIXTURE OF 80% VEGETATIVE MATTER AND 20% ANIMAL WASTE. INGREDIENTS SHOULD BE A MIX OF COCOA BEAN HULL, AND PINE TEXTURED MATERIAL.

C. PREMIXED BEDDING SOIL AS SUPPLIED BY VITAL EARTH RESOURCES, GLADEWATER, TEXAS; PROFESSIONAL BEDDING SOIL AS SUPPLIED BY LIVING EARTH TECHNOLOGY, DALLAS, TEXAS OR ACID GRO MUNICIPAL MIX AS SUPPLIED BY SOIL BUILDING SYSTEMS, DALLAS, TEXAS OR APPROVED EQUAL.

D. SHARP SAND: SHARP SAND MUST BE FREE OF SEEDS, SOIL PARTICLES AND WEEDS.

E. MULCH: DOUBLE SHREDDED HARDWOOD MULCH, PARTIALLY DECOMPOSED, DARK BROWN.

F. ORGANIC FERTILIZER: FERTILAID, SUSTANE, OR GREEN SENSE OR EQUAL AS RECOMMENDED FOR REQUIRED APPLICATIONS. FERTILIZER SHALL BE DELIVERED TO THE SITE IN ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.

G. COMMERCIAL FERTILIZER: 10-20-10 OR SIMILAR ANALYSIS. NITROGEN SOURCE TO BE A MINIMUM 50% SLOW RELEASE ORGANIC NITROGEN (SCU OR UF) WITH A MINIMUM 8% SULFUR AND 4% IRON, PLUS MICRONUTRIENTS.

H. PEAT: COMMERCIAL SPHAGNUM PEAT MOSS OR PARTIALLY DECOMPOSED SHREDDED PINE BARK OR OTHER APPROVED ORGANIC MATERIAL.

2.3 MISCELLANEOUS MATERIALS

A. STEEL EDGING - SHALL BE 3/16" X 4" X 16" DARK GREEN LANDSCAPE EDGING. DURAEDGE STEEL OR APPROVED EQUAL.

B. TREE STAKING - TREE STAKING SOLUTIONS OR APPROVED SUBSTITUTE; REFER TO DETAILS

C. FILTER FABRIC - MIRAFI 140S BY MIRAFI INC. OR APPROVED SUBSTITUTE. AVAILABLE AT LONE STAR PRODUCTS, INC. (469-523-0444)

D. SAND - UNIFORMLY GRADED, WASHED, CLEAN, BANK RUN SAND.

E. GRAVEL: WASHED NATIVE PEA GRAVEL, GRADED 1" TO 1.5"

F. DECOMPOSED GRANITE - BASE MATERIAL OF NATURAL MATERIAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER COMPOSED OF VARIOUS STAGES OF DECOMPOSED GRANITE BASE.

G. RIVER ROCK - LOCALLY AVAILABLE NATIVE RIVER ROCK BETWEEN 2"-4" IN DIAMETER.

H. 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 THE MANUFACTURER'S LABELED RATES.

PART 3 - EXECUTION

3.1 PREPARATION

A. LANDSCAPE CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS AND REPORT ANY DEFICIENCIES TO THE OWNER.

B. ALL PLANTING AREAS SHALL BE CONDITIONED AS FOLLOWS:
   1. PREPARE NEW PLANTING BEDS BY SCRAPING AWAY EXISTING GRASS AND WEEDS AS NECESSARY. TILL EXISTING SOIL TO A DEPTH OF SIX (6") INCHES PRIOR TO PLACING COMPOST AND FERTILIZER. APPLY FERTILIZER AS PER MANUFACTURER'S RECOMMENDATIONS. ADD SIX (6") INCHES OF COMPOST AND TILL INTO A DEPTH OF SIX (6") INCHES OF SPECIFIED MULCH (SETTLED THICKNESS).
   2. BACKFILL FOR TREE PITS SHALL BE AS FOLLOWS: USE EXISTING TOP SOIL ON SITE (USE IMPORTED TOPSOIL AS NEEDED) FREE FROM LARGE CLUMPS, ROCKS, DEBRIS, CALICHE, SUBSOILS, ETC., PLACED IN NINE (9") INCH LAYERS AND WATERED IN THOROUGHLY.

C. GRASS AREAS:
   1. BLOCKS OF SOD SHOULD BE LAID JOINT TO JOINT (STAGGERED JOINTS) AFTER FERTILIZING THE GROUND FIRST. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. THE JOINTS BETWEEN THE BLOCKS OF SOD SHOULD BE FILLED WITH TOPSOIL WHERE THEY ARE GAPED OPEN, THEN WATERED THOROUGHLY.

3.2 INSTALLATION

A. MAINTENANCE OF PLANT MATERIALS SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS DELIVERED TO THE SITE AND SHALL CONTINUE UNTIL ALL CONSTRUCTION HAS BEEN SATISFACTORILY ACCOMPLISHED.

B. PLANT MATERIALS SHALL BE DELIVERED TO THE SITE ONLY AFTER THE BEDS ARE PREPARED AND AREAS ARE READY FOR PLANTING. ALL SHIPMENTS OF NURSERY MATERIALS SHALL BE THOROUGHLY PROTECTED FROM THE WINDS DURING TRANSIT. ALL PLANTS WHICH CANNOT BE PLANTED AT ONCE, AFTER DELIVERY TO THE SITE, SHALL BE WELL PROTECTED AGAINST THE POSSIBILITY OF DRYING BY WIND AND BALLS OF EARTH OF B & B PLANTS SHALL BE KEPT COVERED WITH SOIL OR OTHER ACCEPTABLE MATERIAL. ALL PLANTS REMAIN THE PROPERTY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE.

C. POSITION THE TREES AND SHRUBS IN THEIR INTENDED LOCATION AS PER PLAN.

D. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL POSITIONING OF PLANT MATERIALS.

E. EXCAVATE PITS WITH VERTICAL SIDES AND HORIZONTAL BOTTOM. TREE PITS SHALL BE LARGE ENOUGH TO PERMIT HANDLING AND PLANTING WITHOUT INJURY TO BALLS OF EARTH OR ROOTS AND SHALL BE OF SUCH DEPTH THAT,WHEN PLANTED AND SETTLED, THE CROWN OF THE PLANT SHALL BEAR THE SAME RELATIONSHIP TO THE FINISH GRADE AS IT DID TO SOIL SURFACE IN ORIGINAL PLACE OF GROWTH. THE SIDES OF THE HOLE SHOULD BE ROUGH AND JAGGED, NEVER SLICK OR GLAZED.

F. SHRUB AND TREE PITS SHALL BE NO LESS THAN TWENTY-FOUR (24") INCHES WIDER THAN THE LATERAL DIMENSION OF THE EARTH BALL AND SIX (6") INCHES DEEPER THAN IT'S VERTICAL DIMENSION. REMOVE AND HAUL FROM SITE ALL ROCKS AND STONES OVER THREE-QUARTER (¾") INCH IN MATERIAL. PLANTS SHOULD BE THOROUGHLY MOIST BEFORE REMOVING CONTAINERS.

G. PERCOLATION TEST: FILL THE HOLE WITH WATER. IF THE WATER LEVEL DOES NOT PERCOLATE WITHIN 24 HOURS, THE TREE NEEDS TO MOVE TO ANOTHER LOCATION OR HAVE DRAINAGE ADDED. INSTALL A PVC STAND PIPE BY THE TREE IF THE PERCOLATION TEST FAILS.

H. BACKFILL ONLY WITH 5 PARTS EXISTING SOIL OR SANDY LOAM AND 1 PART BED PREPARATION. WHEN THE HOLE IS DUG IN SOLID ROCK, TOPSOIL FROM THE SAME AREA SHOULD NOT BE USED. CAREFULLY SETTLE BY WATERING TO PREVENT AIR POCKETS. REMOVE THE BURLAP FROM THE TOP ⅔ OF THE BALL, AS WELL AS ALL NYLON, PLASTIC STRING AND WIRE. CONTAINER TREES WILL USUALLY BE ROOT BOUND. IF SO FOLLOW STANDARD NURSERY PRACTICE OF 'ROOT SCORING'.

I. DO NOT WRAP TREES.

J. DO NOT OVER PRUNE.

K. REMOVE NURSERY TAGS AND STAKES FROM ALL PLANTS

L. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS. REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING.

M. REMOVE UPPER THIRD OF BURLAP FROM BALLED AND BURLAPPED TREES AFTER PLACEMENT.

N. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. ORIENT PLANTS FOR BEST APPEARANCE.

O. MULCH THE TOP OF THE BALL. DO NOT PLANT GRASS ALL THE WAY TO THE TRUNK OF THE TREE. LEAVE THE AREA ABOVE THE TOP OF THE BALL AND MULCH WITH AT LEAST TWO (2") INCHES OF SPECIFIED MULCH.

P. ALL PLANT BEDS AND TREES TO BE MULCHED WITH A MINIMUM SETTLED THICKNESS OF TWO (2") INCHES OVER THE ENTIRE BED OR PIT.

Q. OBSTRUCTION BELOW GROUND: IN THE EVENT THAT ROCK, OR UNDERGROUND CONSTRUCTION WORK OR OBSTRUCTIONS ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION WORK TO BE DONE UNDER THIS SECTION, ALTERNATE LOCATIONS MAY BE SELECTED BY THE OWNER. WHERE LOCATIONS CANNOT BE CHANGED, THE OBSTRUCTIONS SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN THREE (3') FEET BELOW GRADE AND NO LESS THAN SIX (6") INCHES BELOW THE BOTTOM OF BALL WHEN PLANT IS PROPERLY SET AT THE REQUIRED GRADE. THE WORK OF THIS SECTION SHALL INCLUDE THE REMOVAL FROM THE SITE OF SUCH ROCK OR UNDERGROUND OBSTRUCTIONS ENCOUNTERED AT THE COST OF THE LANDSCAPE CONTRACTOR.

R. TREES AND LARGE SHRUBS SHALL BE STAKED AS SITE CONDITIONS REQUIRE. POSITION STAKES TO SECURE TREES AGAINST SEASONAL PREVAILING WINDS.

S. PRUNING AND MULCHING: PRUNING SHALL BE DIRECTED BY THE LANDSCAPE ARCHITECT AND SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE FOLLOWING FINE PRUNING, CLASS I PRUNING STANDARDS PROVIDED BY THE NATIONAL ARBORIST ASSOCIATION.
   1. DEAD WOOD, SUCKERS, BROKEN AND BADLY BRUISED BRANCHES SHALL BE REMOVED. GENERAL TIPPING OF THE BRANCHES IS NOT PERMITTED. DO NOT CUT TERMINAL BRANCHES.
   2. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.
   3. IMMEDIATELY AFTER PLANTING OPERATIONS ARE COMPLETED, ALL TREE PITS SHALL BE COVERED WITH A LAYER OF ORGANIC MATERIAL TWO (2") INCHES IN DEPTH. THIS LIMIT OF THE ORGANIC MATERIAL FOR TREES SHALL BE THE DIAMETER OF THE PLANT PIT.

Q. STEEL EDGE INSTALLATION: EDGE SHALL BE ALIGNED AS INDICATED ON PLANS. STAKE OUT LIMITS OF STEEL CURBING AND OBTAIN OWNERS APPROVAL PRIOR TO INSTALLATION.
   1. ALL STEEL CURBING SHALL BE FREE OF KINKS AND ABRUPT BENDS.
   2. TOP OF EDGING SHALL BE ½" MAXIMUM HEIGHT ABOVE FINAL FINISHED GRADE.
   3. STAKES ARE TO BE INSTALLED ON THE PLANTING BED SIDE OF THE CURBING, AS OPPOSED TO THE GRASS SIDE.
   4. DO NOT INSTALL STEEL EDGING ALONG SIDEWALKS OR CURBS.
   5. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE EDGING MEETS SIDEWALKS OR CURBS.

3.3 CLEANUP AND ACCEPTANCE

A. CLEANUP: DURING THE WORK, THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES. STORAGE AREAS FOR ALL MATERIALS SHALL BE SO ORGANIZED SO THAT THEY, TOO, ARE NEAT AND ORDERLY. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AS WORK PROGRESSES. KEEP PAVED AREAS CLEAN BY SWEEPING OR HOSING THEM AT END OF EACH WORK DAY.

B. REPAIR RUTS, HOLES AND SCARS IN GROUND SURFACES.

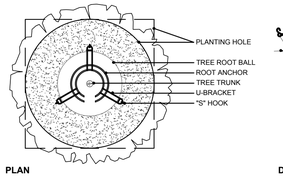
C. ENSURE THAT WORK IS COMPLETE AND PLANT MATERIALS ARE IN VIGOROUS AND HEALTHY GROWING CONDITION.

D. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEANED 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.

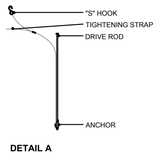
E. WHEN/IF THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNERS SATISFACTION WITHIN 24 HOURS.

F. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN ISSUED 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 COMMENCE.

END OF SECTION



PLAN



DETAIL A

ROOT ANCHOR ITEM#	ROOT BALL & CONTAINER SIZE	ANCHOR INSTALLATION DEPTH	QUANTITY & ANCHOR SIZE
15-BG	10 / 15 Gallon or 17" root ball	12 - 18" Minimum Depth	3 - V88 Anchors
30-BG	20 / 39 Gallon or 22" root ball	18

EXHIBIT B

Development Plans - 2091 East Eldorado Parkway

SITE DATA SUMMARY CHART 2.91 ACRES LOT 2A, BLOCK A ELM LITTLE PROPERTY	
SITE DATA SUMMARY	PROPOSED
EXISTING ZONING	LIGHT COMMERCIAL
LAND USE DESIGNATION	RETAIL /COMMERICAL
NET ACREAGE	2.91 AC (126,797 SF)
NUMBER OF PROPOSED LOTS	1
PERCENTAGE OF SITE COVERAGE	22.5%
AREA OF OPEN SPACE (SQUARE FEET)	18,719
PERCENTAGE OF OPEN SPACE	14.8%
AREA OF LANDSCAPE (SQUARE FEET)	18,719
PERCENTAGE OF LANDSAPE	14.8%
AREA OF IMPERVIOUS COVERAGE (SQUARE FEET)	108,078
PERCENTAGE OF IMPERVIOUS COVERAGE	85.2%
PROPSED BUILDING AREA (SF OF FOOTPRINT)	28,579
NUMBER OF SINGLE-STORY BUILDINGS	1
MAXIMUM BUILDING HEIGHT	33'
PROPOSED FLOOR AREA	28,579
REQURED PARKING (RETAIL - 1/200):	143(5 ADA)
PROVIDED PARKING:	
STANDARD	137
HANDICAP	6
TOTAL	143

STANDARD NOTES:

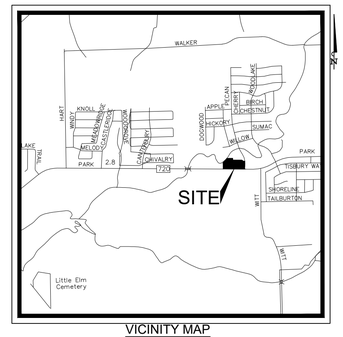
1. ALL SIGNAGE IS APPROVED VIA A SEPARATE PERMITTING PROCESS.
2. ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC. SHALL BE SCREENED IN COMPLIANCE WITH THE ZONING ORDINANCE.
3. ALL LIGHT SOURCES, INCLUDING WALL PACKS, LIGHT POLES, AND LIGHTS UNDERNEATH CANOPIES, SHALL BE RECESSED (i.e. FULL CUTOFFS) WITH NO DROP DOWN BULBS SO THAT ALL LIGHT SOURCES ARE SHIELDED AND NO LIGHT SOURCE IS OTHERWISE VISIBLE.
4. ENHANCED PAVING APPLIES TO THIS SITE. PLEASE CONTACT STAFF IF THE PAVING PLAN IS UNCLEAR.
5. ANY ALTERATION TO THE SITE PLAN, INCLUDING BUILDING ELEVATION AND LANDSCAPE SUBSTITUTIONS, REQUIRE TOWN APPROVAL THROUGH A REVISED PLAN.
6. RADIUSES DIMENSIONS 3' UNLESS OTHERWISE STATED IN THIS DRAWING.
7. ALL PARKING STRIPING SHALL BE WHITE.

LEGEND	
	HEAVY DUTY CONCRETE PAVEMENT PER DETAIL SHEET C-13
	PROPOSED CONCRETE SIDEWALK PER DETAILS SHEET C-13
	PROPOSED DUMPSTER CONCRETE PAVING PER DETAILS SHEET C-13
	PUBLIC CONCRETE SIDEWALK PER TOWN STANDARD DETAIL
	PROPOSED CONCRETE CURB AND GUTTER
	PROPERTY LINE
	FULL-DEPTH SAWCUT
FL	FIRE LANE
	EASEMENT LINE
10	PARKING COUNT

GRAPHIC SCALE

30 0 15 30 60

1 inch = 30 ft.



VICINITY MAP

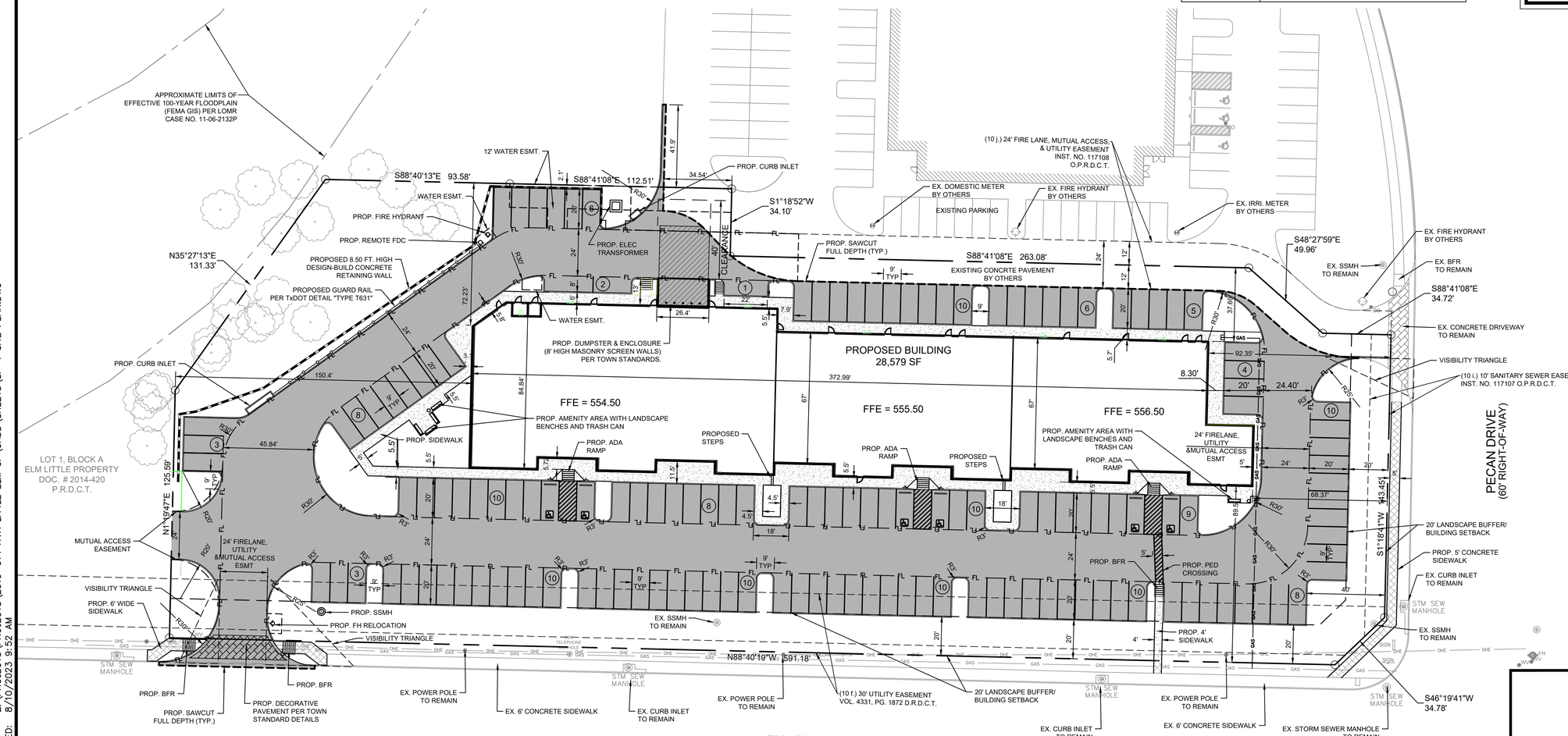
N.T.S.

ARCHITECT:
HEIGHTS VENTURE
ARCHITECTURE DESIGN
5741 LEGACY DRIVE, SUITE 320
PLANO, TX 75024
CAMERON W. BRICKERT
PH. 972.490.7592

APPLICANT:
CLAYMOORE ENGINEERING, INC.
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
CLAY CRISTY
PH: 817.281.0572

SURVEYOR:
EAGLE SURVEYING
210 SOUTH ELM STREET, SUITE 104
DENTON, TX 76201
DAN RICK
PH.972.839.2260

DEVELOPER:
3P LITTLE ELM, LLC
5431 BEACON HILL DRIVE
FRISCO, TX 75034
LOKESH PRASAD
PH.214.868.4198



PLOTTED BY: CLAY CRISTY
PLOT DATE: 8/29/2023 11:30 AM
LOCATION: Z:\PROJECTS\PROJECTS\2019-014 HVA LITTLE ELM 3P\CADD\SHEETS\SP-1 SITE PLAN.DWG
LAST SAVED: 8/10/2023 9:52 AM

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM
1903 CENTRAL DR. SUITE #406
BEDFORD, TX 76021

STATE OF TEXAS
CLAY CRISTY
109800
LICENSED
PROFESSIONAL ENGINEER
8/10/2023

HVA 3P RETAIL
FM 720 & PECAN DR.
LITTLE ELM, TX

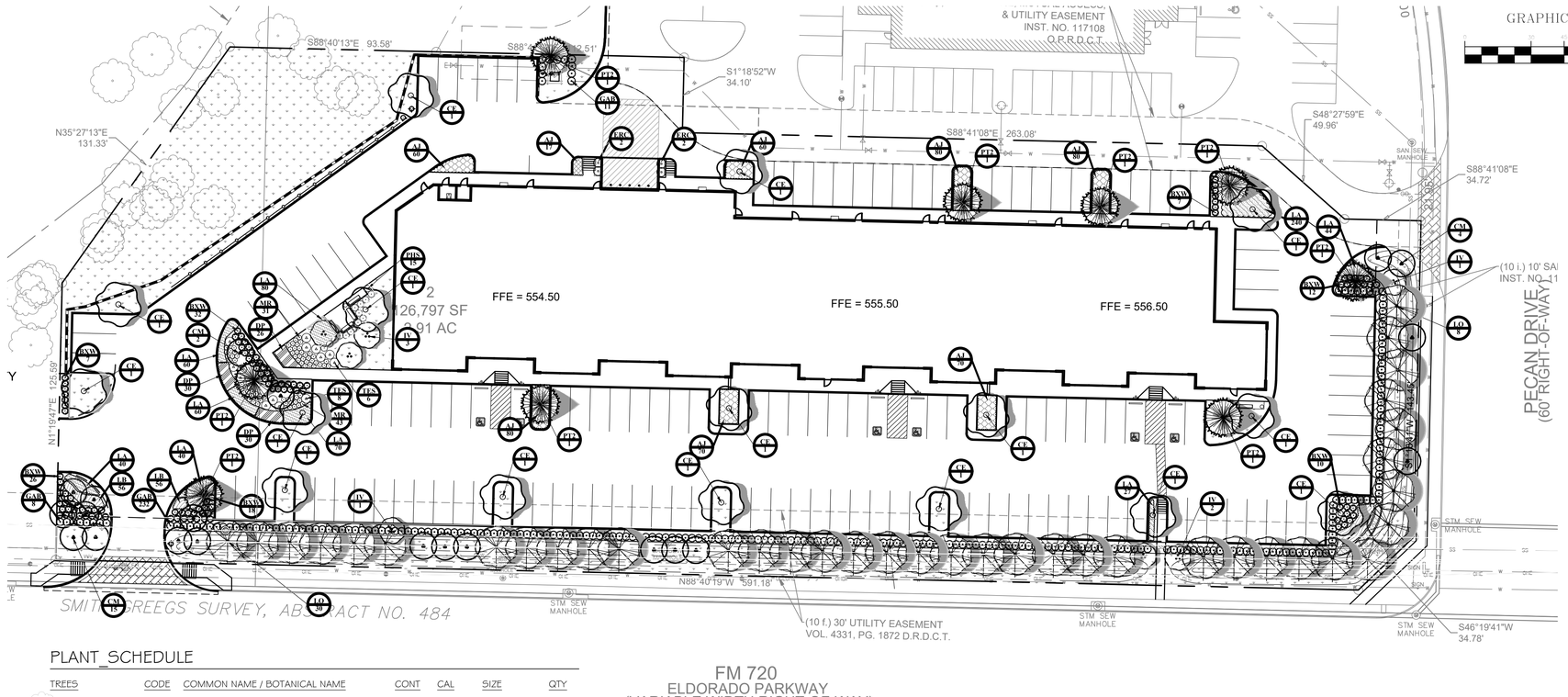
No.	DATE	REVISION	BY

SITE PLAN

SITE PLAN

3P LITTLE ELM RETAIL
LOT 4, BLOCK A
EL DORADO PARKWAY
Being 2.911 acres situated in The Allen Vestal Survey
Abstract No. 1312
Town of Little Elm
Denton County, Texas

DESIGN:	MKT
DRAWN:	MKT
CHECKED:	CLC
DATE:	8/10/2020
SHEET	SP-1
File No.	2019-014



GRAPHIC SCALE

N

PER ZONING CODE, TREES MUST BE PLANTED A MINIMUM OF 4' FROM UTILITY LINES. LANDSCAPE ARCHITECT RECOMMENDS A MINIMUM OF 10' FROM WET OR PRESSURED UTILITIES. CONTRACTOR TO VERIFY DISTANCE FROM UTILITIES IN THE FIELD.

PLANT_SCHEDULE

TREES	CODE	COMMON NAME / BOTANICAL NAME	CONT	CAL	SIZE	QTY
	EX	Existing Tree - to remain reference TS-1 & TS-2	ex	ex	ex	ex
	CM	Crape Myrtle / Lagerstroemia indica 'Dynamite'	CONT.	6" Cal.	12'-14' ht.	21
	IV	Yaupon Holly / Ilex vomitoria single trunk; street buffer tree	CONT.	6"Cal	12-14' ht.	7
	PT2	Italian Stone Pine / Pinus pinea parking lot tree	CONT.	6"Cal	12-14' ht.	9
	LO	Bigtooth Maple / Acer grandidentatum street buffer tree	CONT.	6"Cal	12-14' ht.	38
	CE	Cedar Elm / Ulmus crassifolia parking lot/site tree	CONT.	6"Cal	12-14' ht.	16

SHRUBS	CODE	COMMON NAME / BOTANICAL NAME	SIZE	QTY
	GAB	Dwarf Burford Holly / Ilex cornuta 36" o.c.; 'Burfordii Nana'	min. 36" ht.	251
	BXW	Japanese Boxwood / Buxus microphyla 30" o.c.; `Green Beauty`	min. 36" ht.	112
	ERC	Eastern Red Cedar / Juniperus virginiana 4' o.c.; 'Taylor'	min. 36" ht.	4
	PHS	Mock Orange / Philadelphus 3' o.c.; 'Snowbelle'	3 gal.	15
	TES	Texas Sage / Leucophyllum frutescens 4' o.c.; 'Compacta'	min. 24: ht.	14

SHRUB AREAS	CODE	COMMON NAME / BOTANICAL NAME	CONT	SPACING	QTY
	LB	Giant Liriope / Liriope gigantea	1 gal	15" o.c.	112
	LA	Aztec Grass / Liriope muscari `Aztec`	1 gal	15" o.c.	661
	AJ	Asian Jasmine / Trachelospermum asiaticum	4"pot	18" o.c.	517

GROUND COVERS	CODE	COMMON NAME / BOTANICAL NAME	CONT	QTY
	CT	St. Augustine / Stenotaphrum secundatum	sod	23,074 sf
	DP	Daylily / Hemerocallis 'Pandora's Box'	1 gal.	86
	MR	Seep Muhly / Muhlenbergia reverchonii	1 gal.	74

GENERAL PLANTING NOTES

1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
2. THE LANDSCAPE CONTRACTOR SHALL 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 AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.
3. CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 2" BELOW FINISH GRADE IN SHRUB AREAS AFTER INSTALLING SOIL AMENDMENTS. 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.
4. INSTALL 5 OUNCE, WOVEN, NEEDLE-PUNCHED POLYPROPYLENE FABRIC UNDER ALL MULCHED AREAS AND INDIVIDUAL TREE RINGS.
5. INSTALL SHREDDED HARDWOOD MULCH TOPDRESSING IN ALL PLANTING BEDS (2" DEPTH) AND ALL TREE RINGS (3" DEPTH). DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE.
6. INSTALL 14G, GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE PLAN).
7. HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
8. 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.)
9. 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.
10. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE DESIGNER IN WRITING (VIA PROPER CHANNELS).
11. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
12. 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.
13. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHAL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
14. 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.
    B. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
    C. 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.
15. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.
16. THERE ARE EXISTING TREES ON THIS SITE. EXTREME CARE SHALL BE EXERCISED WHEN WORKING ON SITE TO ENSURE PROTECTION OF ALL EXISTING TREES TO REMAIN. REFERENCE TS SHEETS FOR ADDITIONAL INFORMATION.

CITY 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, AND 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 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 LANDSCAPING SHALL BE IN A PLANNED AREA THAT IS DEFINED BY EDGING, MULCH OR ANOTHER PRACTICE APPROVED BY THE TOWN.

(11) 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.

PLANTING AND IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

LANDSCAPE CALCULATIONS

INTERIOR LANDSCAPE REQUIREMENTS

GROSS VEHICULAR USE AREA:	51,661 SF
LANDSCAPE AREA REQUIRED:	5,166 SF (10% OF VEHICULAR USE AREA)
LANDSCAPE AREA PROVIDED:	7,775 SF (15% OF VUA = 50% MORE THAN MINIMUM)
TREES REQUIRED:	13 TREES (1 TREE PER 400 SF OF REQUIRED LANDSCAPE AREA)
TREES PROVIDED:	13 TREES

PERIMETER LANDSCAPE REQUIREMENTS

CANOPY TREES REQUIRED - PECAN ST.:	8 TREES (1 PER 20 LF OF FRONTAGE, 150 LF TOTAL)
CANOPY TREES PROVIDED:	8 TREES
ORNAMENTAL TREES REQUIRED - PECAN ST.:	5 TREE (3 PER 5 CANOPY TREES)
ORNAMENTAL TREES PROVIDED:	5 TREE
CANOPY TREES REQUIRED - FM 720:	30 TREES (1 PER 20 LF OF FRONTAGE, 591 LF TOTAL)
CANOPY TREES PROVIDED:	30 TREES
ORNAMENTAL TREES REQUIRED - PECAN ST.:	18 TREES (3 PER 5 CANOPY TREES)
ORNAMENTAL TREES PROVIDED:	18 TREES

LANDSCAPE POINTS

TOTAL SITE AREA:	2.91 ACRES
POINTS REQUIRED:	25 POINTS
OVERSIZED PROPOSED TREES	5 POINTS
OPEN SPACE INCREASE	5 POINTS
BUFFERING BERMS	5 POINTS
ENHANCED LANDSCAPING	5 POINTS
ENHANCED HARDSCAPE (SEE CIVIL DRAWINGS)	5 POINTS
TOTAL POINTS PROVIDED	25 POINTS

TREE MITIGATION (SEE SHEET TD-1 FOR CALCULATIONS)

QUALITY TREES REMOVED:	69"
MITIGATION REQUIRED:	192"
PROVIDED MITIGATION:	$10,257.08 INTO TREE FUND

EVERGREEN DESIGN GROUP
(800) 680-6630
15305 Dallas Pkwy., Ste 300
Addison, TX 75001
www.EvergreenDesignGroup.com

TEXAS REGISTRATION #14199
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WWW.CLAYMOORE.COM
1903 CENTRAL DR, SUITE #406
BEDFORD, TEXAS

REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS
8-25-23

HVA 3P RETAIL
LITTLE ELM

No.	DATE	REVISION	BY

LANDSCAPE PLANTING

DESIGN:	DFR
DRAWN:	DFR
CHECKED:	RM
DATE:	3/24/2019

SHEET
LP-1

File No. 2019-014

PLOTTED BY: LISA CUTSHAW
PLOT DATE: 8/25/2023 6:36 PM
LOCATION: C:\USERS\CUTS\DOCUMENTS\BMDS\PROJECTS\2023\EVERGREEN DESIGN STUDIO\HVA 3P\CAD\LITTLEELM 3P_TX LP.DWG
LAST SAVED: 8/23/2023 6:06 PM

LANDSCAPE PLANTING NOTES

QUALIFICATIONS OF LANDSCAPE CONTRACTOR

1. The landscaping shall be performed by a single firm specializing in landscape planting.
2. A list of successfully completed projects of this type, size and nature may be requested by the Owner for further qualification measures.
3. The Landscape Contractor must 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.

SCOPE OF WORK

1. Work covered by these sections includes the furnishing of any paying for 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 Plan.
2. All work shall be performed in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work and provide all inspections and permits required by federal, state and local authorities in supply, transportation and installation of materials.
3. The Landscape Contractor is responsible for the verification of all underground utility lines (telephone, gas, water, electrical, cable, television, etc...) prior to the start of any work.

PLANT MATERIALS

1. Provide plants typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems.
2. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant disease, insect eggs, borers and all other forms of infestation.
3. All plants shall be balled and burlapped or container grown as specified. No container grown stock will be accepted if it is root bound. All root wrapping material made of synthetics shall be removed at time of planting.
4. All material shall conform to the guidelines established by the American Association of Nurseryman.
5. Cracked or mushroomed rootballs are not acceptable.
6. Caliper measurement for standard (single trunk) trees shall be taken as follows: Six inches above the natural grade line for trees up to and including four inches in caliper; and twelve inches above the natural grade line for trees exceeding four inches in caliper - unless specified differently on the Landscape Plan.
7. Multi-trunk trees shall be measured by their overall planted height.

PRODUCTS

1. All manufactured products will be new.
2. Topsoil: A friable, loamy topsoil (or silty sand) with minimal clay clods.
3. Planting Mix: An equal part mixture of topsoil, sand and compost.
4. Starter Fertilizer: A 13-13-13 ratio with 25% scu, 5% sulfur, 2% iron and additional micronutrients.
5. Palm Maintenance Spikes: As manufactured by the Lutz Corp. Phone (800) 203-7740 - or approved equal.
6. Pre-Emrgence: Any granular, non-staining pre-emergence that is labeled for the specific ornamentals or turf it will be utilized on. A pre-emergence herbicide is to be applied per the manufacturer's labeled rates.
7. Mulch: As specified on the planting plan - well decomposed.
8. Steel Edging: Professional steel edging, 14 gauge thick x 4 inches wide factory painted dark green. Acceptable manufacturers include Col-Met or approved equal.
9. Weed Barrier: A 5 ounce, woven, needle-punched fabric. Acceptable product includes DeWitt' Pro 5, or approved equal.
10. Tree Anchoring: http://www.treestakesolutions.com

TREE PLANTING

1. Tree holes shall be excavated to a width of two times the width of the rootball, and to a depth equal to the depth of the rootball (less two inches).
2. Scarify the sides and bottom of the tree hole prior to the placement of the tree. Remove any glazing that may have been caused during the excavation of the hole.
3. Install the tree so the top of the rootball is one to two inches above the surrounding grade.
4. Backfill the tree hole utilizing the existing topsoil from on-site. Clay, rocks and other debris shall be removed from the soil prior to the backfill. Should additional soil be required to accomplish this task, import additional topsoil from off-site, add no additional cost to the Owner.
5. The size of tree anchor shall be per manufacturer's recommendation. Reference http://www.treestakesolutions.com or approved equal.
6. Upon completion of the planting, an earth watering basin will be constructed around the tree. The interior of the tree ring will then be covered with the weed barrier cloth, and topdressed with a three inch layer of mulch.

PALM PLANTING

1. Dig the hole the same size as the rootball.
2. Use bank sand mixed with the existing soil (75% bank sand and 25% existing soil) as the backfill.
3. Begin to backfill around the rootball with the new soil mixture until you are about one-third from the top of the rootball.
4. Apply the Palm Maintenance Spikes per the manufacturer's directions.
5. Brace the palms using palm braces. Nail the 2 x 4 into the adjustable palm brace. DO NOT nail the 2 x 4 into the palm itself.
6. Upon completion of the planting, an earth watering basin will be constructed around the palm. The interior of the watering basis will then be covered with the weed barrier cloth, and topdressed with a three inch layer of mulch.

SHRUB AND GROUNDCOVER PLANTING

1. Upon approval of the grade left by the General Contractor, the Landscape Contractor will rototill the proposed bed locations (BEFORE adding the imported soil). A six inch depth of the specified planting mix will then be evenly spread over the designated bed area. The planting bed will then be rototilled AGAIN , and a pre-emergence and starter fertilizer will be applied.
2. The planting bed will then be hand raked smooth and crowned for proper drainage.
3. Dig the hold twice as wide as the plant's rootball. Install the plant in the hole. Backfill around the plant.
4. Install the weed barrier cloth, overlapping it at the ends. Utilize steel staples to keep the weed barrier cloth in place.
5. A three inch depth of mulch will then be installed as a top dressing, covering the entire planting area.

TURF AREA PREPARATION

1. The General Contractor will leave all turf areas (excluding the detention ponds) at two (4) inches below final grade. The Landscape Contractor shall import and spread a compacted four inch depth of loamy topsoil - ensuring the soil is compacted.
2. Landscape Contractor will ensure all areas are crowned for proper drainage
3. Apply the starter fertilizer.

SODDING

1. Sod variety to be as specified on the Landscape Plan.
2. Lay sod within 24 hours from the time of stripping. Do not lay if the ground is frozen.
3. 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.
4. 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.
5. Roll the sod to ensure good contact of the sod's root system with the soil underneath.

HYDROMULCHING

1. The hydromulch mix (per 1,000 sf) shall be as follows:

WINTER MIX (October 1 - March 31)
- 50# Cellulose Fiber Mulch
- 2# Unhulled Bermuda Seed
- 2# Annual Rye Seed
- 15# 15-15-15 Water Soluble Fertilizer

SUMMER MIX (April 1 - September 30)
- 50# Cellulose Fiber Mulch
- 2# Hulled Bermuda Seed
- 15# 15-15-15 Water Soluble Fertilizer

CLEAN UP

1. During landscape preparation and planting, keep all pavement clean and all work areas in a neat, orderly condition.
2. All excavated materials will be disposed of legally off the project site.

INSPECTION AND ACCEPTANCE

1. Upon completion of the work, provide the site clean and free of materials and suitable for use as intended.
2. When the planting work is completed, the Owner will make an inspection to determine acceptability.
3. When the inspected planting work does not comply with the contract documents, replace the rejected work within 24 hours.
4. Landscape maintenance will continue until re-inspected by the Owner and found to be acceptable. Once acceptable, Final Acceptance will be issued, and the required maintenance period will commence.

LANDSCAPE MAINTENANCE

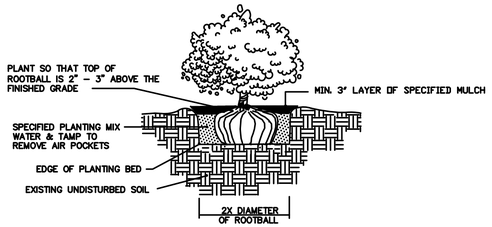
1. The maintenance period shall commence once Final Acceptance has been issued by the Owner, and shall continue for a period of ninety (90) days.
2. The monitoring and scheduling of the irrigation system will be the responsibility of the Landscape Contractor during this time. Coordinate all scheduling and any access requirements with the Owner.
3. Landscape maintenance shall include, but not be limited to: WEEKLY SITE VISITS FOR mowing, edging, blowing, weeding, trimming, pruning, fertilizing, weed control, insect control, disease control, re-staking, re-setting of plants to their proper grade or their upright position, and any other means to keep the plantings healthy, free of insects and diseases, and in a continual thriving condition.

WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS

1. Plant materials supplied shall be warranted to remain alive and healthy for a period of twelve (12) months after the date of Final Acceptance by Owner {seasonal annuals for 90 days from Final Acceptance}. Plants in an impaired, dead or dying condition after initial acceptance or within the warranty period shall be removed and replaced immediately to the satisfaction of the Owner.

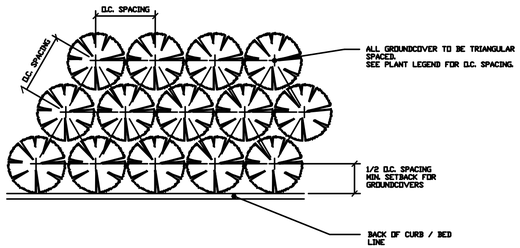
RECORD DRAWINGS

1. 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 change orders, addenda, or contractor/consultant drawing markups.



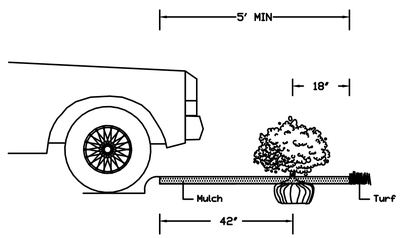
SHRUB/GROUNDCOVER PLANTING DETAIL

SCALE: NOT TO SCALE

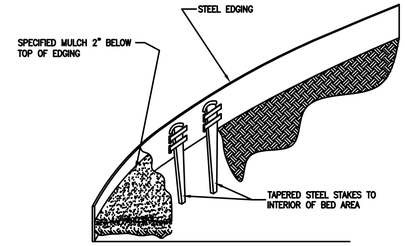


GROUNDCOVER SPACING DETAIL

SCALE: NOT TO SCALE

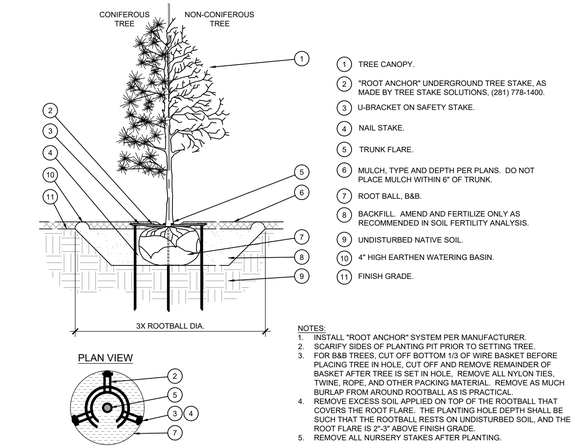


HEDGE PLANTING AT PARKING CURB



LANDSCAPE EDGING DETAIL

SCALE: NOT TO SCALE



1. TREE CANOPY.
2. "ROOT ANCHOR" UNDERGROUND TREE STAKE, AS MADE BY TREE STAKE SOLUTIONS, (281) 778-1400.
3. U-BRACKET ON SAFETY STAKE.
4. NAIL STAKE.
5. TRUNK FLARE.
6. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
7. ROOT BALL, B&B.
8. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
9. UNDISTURBED NATIVE SOIL.
10. 4" HIGH EARTHEN WATERING BASIN.
11. FINISH GRADE.

NOTES:
1. INSTALL "ROOT ANCHOR" SYSTEM PER MANUFACTURER.
2. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
3. 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 BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
4. 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"-3" ABOVE FINISH GRADE.
5. REMOVE ALL NURSERY STAKES AFTER PLANTING.

TREE PLANTING

SCALE: NOT TO SCALE

TEXAS REGISTRATION #14199

CLAYMOORE ENGINEERING
PHONE: 817.281.0572
WWW.CLAYMOORE.COM
1903 CENTRAL DR, SUITE #406
BEDFORD, TEXAS

REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS
8-25-23

HVA 3P RETAIL
LITTLE ELM

No.	DATE	REVISION	BY

LANDSCAPE DETAILS & SPECIFICATIONS

DESIGN:	DFR
DRAWN:	DFR
CHECKED:	RM
DATE:	3/24/2019

SHEET

LP-2

File No. 2019-014

EVERGREEN DESIGN GROUP
(800) 680-6630
15305 Dallas Pkwy., Ste 300
Addison, TX 75001
www.EvergreenDesignGroup.com

PLOTTED BY: LISA CUTSHAW
PLOT DATE: 8/25/2023 6:37 PM
LOCATION: C:\USERS\LCUTS\DOCUMENTS\BMDS\PROJECTS\2023\EVERGREEN DESIGN STUDIO\HVA 3P\CAD\LITTLEELM 3P_TX LP.DWG
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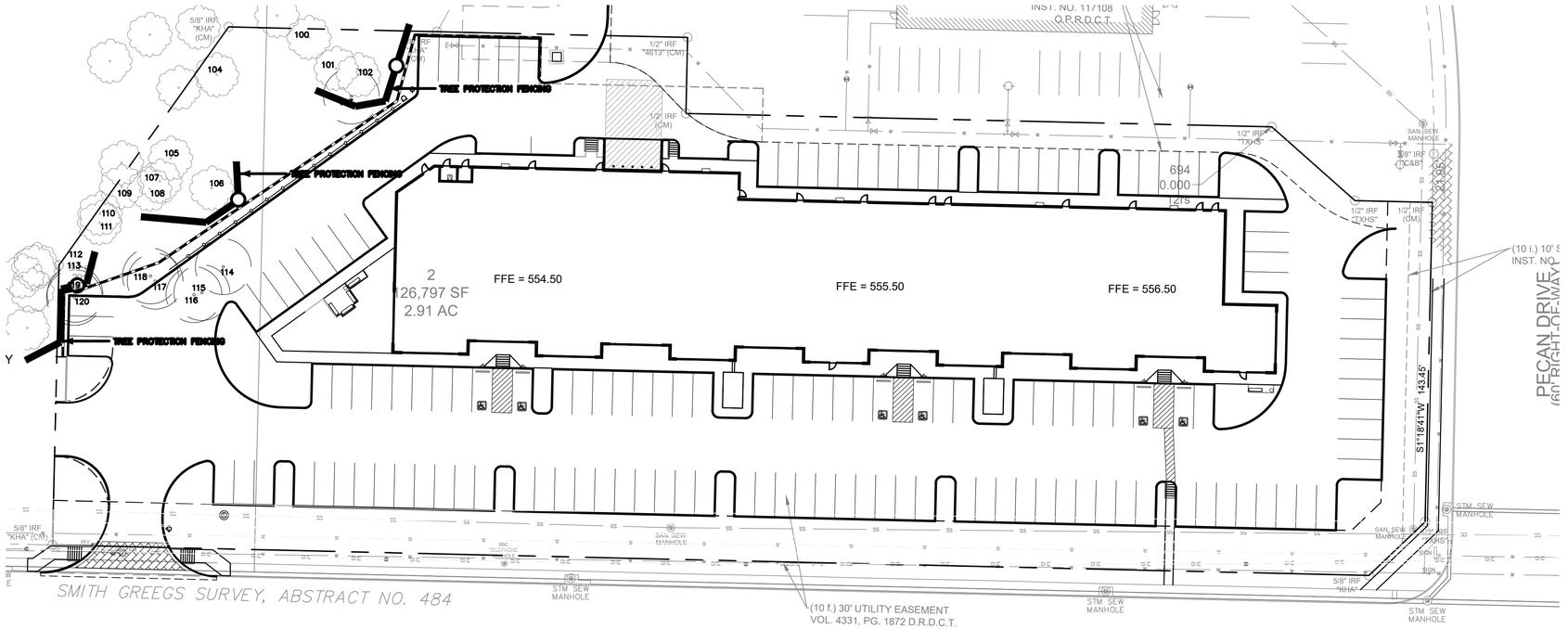

LEGEND

EXISTING TREE TO BE RETAINED

EXISTING TREE TO BE REMOVED

TREE PROTECTION FENCING REF. TS-2

MITIGATION CALCULATIONS

TREE #	TREE NAME	DIAMETER	DISPOSITION	CLASS	REPLACEMENT RATIO	MITIGATION INCHES	TREE VALUE
100	ELM	6"	PRESERVED	N/A	N/A	N/A	N/A
101	MESQUITE	30"	PRESERVED	N/A	N/A	N/A	N/A
102	HACKBERRY	10"	PRESERVED	N/A	N/A	N/A	N/A
103	ASH	6"	REMOVED	CLASS 2	4:1	24"	$497.63
104	BOIS D'ARC	25"	PRESERVED	N/A	N/A	N/A	N/A
105	ELM	14"	PRESERVED	N/A	N/A	N/A	N/A
106	CEDAR	18"	PRESERVED	N/A	N/A	N/A	N/A
107	ASH	14"	PRESERVED	N/A	N/A	N/A	N/A
108	ELM	12"	PRESERVED	N/A	N/A	N/A	N/A
109	ELM	18"	PRESERVED	N/A	N/A	N/A	N/A
110	ASH	8"	PRESERVED	N/A	N/A	N/A	N/A
111	ELM	10"	PRESERVED	N/A	N/A	N/A	N/A
112	BOIS D'ARC	8"	PRESERVED	N/A	N/A	N/A	N/A
113	ELM	10"	PRESERVED	N/A	N/A	N/A	N/A
114	HACKBERRY	10"	REMOVED	CLASS 4	2:1	20"	$691.15
115	HACKBERRY	6"	REMOVED	CLASS 4	2:1	12"	$248.81
116	ELM	6"	REMOVED	CLASS 2	4:1	24"	$497.63
117	BOIS D'ARC	12"	REMOVED	CLASS 4	2:1	24"	$995.26
118	ELM	13"	REMOVED	CLASS 2	4:1	52"	2336.09
119	ELM	6"	REMOVED	CLASS 2	4:1	12"	$497.63
120	ELM	6"	REMOVED	CLASS 2	4:1	24"	$497.63
					TOTAL	192"	$6,261.82

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REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS
8-25-23

HVA 3P RETAIL
LITTLE ELM

No.	DATE	REVISION	BY

TREE SURVEY

DESIGN: DFR
DRAWN: DFR
CHECKED: RM
DATE: 3/24/2019
SHEET
TS-1
File No. 2019-014

PLOTTED BY: LISA CUTSHAW
PLOT DATE: 8/25/2023 7:27 PM
LOCATION: C:\USERS\LCUTS\DOCUMENTS\BMDS\PROJECTS\2023\EVERGREEN DESIGN STUDIO\HVA 3P\CAD\LITTLEELM 3P_TX LP.DWG
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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

ALL TREES AND SHRUBS (SHOWN TO REMAIN) WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.

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. ENSURE ALL TREES RECEIVE A COMMERCIAL-GRADE ROOT STIMULATOR APPLICATION AFTER PRUNING.

PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE DRIPLINE AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST OR IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS AT THE DRIP LINE OF TREES (ROOT PROTECTION ZONE, RPZ) AND/OR LANDSCAPE PLANT MATERIAL INCLUDING NATURAL AREAS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION.

PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.

THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.

THE INSTALLATION POSTS WILL BE PLACED EVERY 6 FEET AROUND THE DRIP LINE OR RPZ AND EMBEDDED TO 18 INCHES DEEP. FABRIC ATTACHMENT 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.

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

ROUTE UNDERGROUND UTILITIES TO AVOID THE RPZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM.

THE CONTRACTOR SHOULD AVOID CUTTING ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. EXCAVATION IN THE VICINITY OF TREES SHALL PROCEED WITH CAUTION.

REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.

TREES DAMAGED OR LOST DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S SATISFACTION.

ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER PRIOR TO ITS REMOVAL.

COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.

IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DUING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THOSE AREAS WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

WATER ALL TREES, MOST HEAVILY 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.

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.

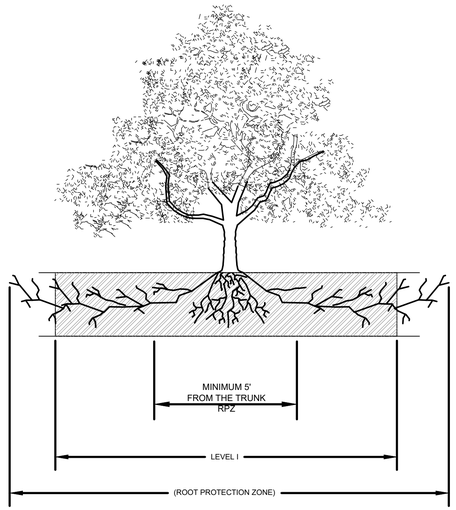
WHEN AN EXCAVATION OR EMBANKMENT IS PLACED WITHIN THE DRIPLINE OF ANY TREE GREATER THAN EIGHT INCHES IN DIAMETER, A TREE WELL SHALL BE CONSTRUCTED TO PROTECT THE TREE AS INDICATED, WHEN THE CUT OR FILL EXCEEDS EIGHT INCHES.

WHERE PAVING OR FILLING IS NECESSARY WITHIN THE DRIPLINE OF ANY TREE EIGHT INCHES OR GREATER, A PERMEABLE PAVEMENT AND AERATION SYSTEM MUST BE INSTALLED.

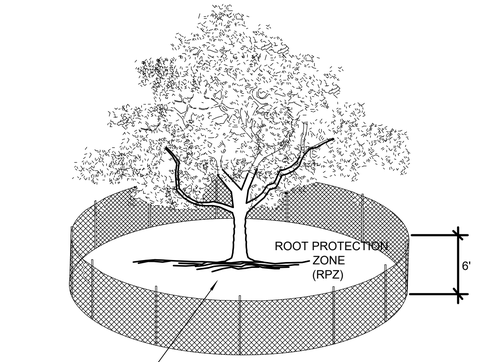
CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION RELATED ACTIVITIES HAVE BEEN REMOVED.

TREE PROTECTION REQUIREMENTS

1. A ROOT PROTECTION ZONE WILL BE ESTABLISHED AROUND EACH TREE OR ANY VEGETATION TO BE PRESERVED. THE ROOT PROTECTION ZONE SHALL BE AN AREA DEFINED BY THE RADIUS EXTENDING OUTWARD FROM THE TRUNK OF THE TREE A DISTANCE OF ONE (1) LINEAR FOOT FOR EACH INCH DIAMETER INCH AT BREAST HEIGHT (4.5') OF THE TREE. EXAMPLE: A 10-INCH DIAMETER TREE WILL HAVE A 10 FOOT RADIUS ROOT PROTECTION ZONE.
2. NO WORK SHALL BEGIN WERE TREE PROTECTION FENCING HAS NOT BEEN COMPLETED AND APPROVED. TREE PROTECTION FENCING SHALL BE INSTALLED, MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING CONSTRUCTION. THE FENCING WILL BE A MINIMUM OF 4' HEIGHT.
3. 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.
4. EXPOSED ROOTS SHALL BE COVERED AT THE END OF THE WORK DAY USING TECHNIQUES SUCH AS COVERING WITH SOIL, MULCH OR WET BURLAP.
5. NO EQUIPMENT, VEHICLES OR MATERIALS SHALL BE OPERATED OR STORED WITHIN THE ROOT PROTECTION ZONE. NO CLEAN-OUT AREAS WILL BE CONSTRUCTED SO THAT THE MATERIAL WILL BE IN OR MIGRATE TO THE ROOT PROTECTION ZONE.
6. NO GRADE CHANGE MORE THAN 3" IS ALLOWED WITHIN THE ROOT PROTECTION ZONE.
7. ROOTS OR BRANCHES IN CONFLICT WITH CONSTRUCTION SHALL BE CUT CLEANLY ACCORDING TO PROPER PRUNING METHODS. ALL WOUNDS SHALL BE PAINTED WITHIN 30 MINUTES TO PREVENT OAK WILT INFECTION (OAK TREES ONLY).
8. ANY TREE REMOVAL SHALL BE APPROVED BY THE LOCAL JURISDICTION'S ARBORIST.
9. TREES WHICH ARE DAMAGED OR LOST DUE TO THE CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE REPLACED WITH TREE QUANTITIES AND SIZES ACCEPTABLE TO THE LOCAL JURISDICTION.
10. TREES MUST BE MAINTAINED IN GOOD HEALTH THROUGHOUT THE CONSTRUCTION PROCESS. MAINTENANCE MAY INCLUDE WATERING THE ROOT PROTECTION ZONE AND/OR WASHING FOLIAGE.
11. NO WIRES, NAILS OR OTHER MATERIALS MAY BE ATTACHED TO PROTECTED TREES.
12. THE ROOT PROTECTION ZONE SHALL BE PRESERVED AT NATURAL GRADE. NO CUTTING, FILLING, TRENCHING, ROOT DISTURBANCE, SOIL DISTURBANCE, OR CONSTRUCTION SHALL OCCUR CLOSER TO THE TRUNK THAN ONE-HALF (1/2) THE ROOT PROTECTION ZONE RADIUS EXCEPT IN PARKING AREAS, WHERE APPROVED ALTERNATIVE MATERIALS AND METHODS MAY BE USED AND CONSTRUCTION MAY OCCUR AS CLOSE AS FIVE (5) FEET FROM THE ROOT FLARES ON ONE SIDE OF THE TREE. NATIVE UNDERSTORY VEGETATION WITHIN THE ROOT PROTECTION ZONE SHALL BE PRESERVED, HOWEVER THE REQUIREMENT DOES NOT APPLY TO ROOT PROTECTION ZONE AREAS THAT HAVE BEEN LANDSCAPED. THE ROOT PROTECTION ZONE MAY BE SHIFTED AND CLUSTERED AS LONG AS THERE IS NO CONSTRUCTION CLOSER TO THE TRUNK THAN ONE-HALF (1/2) THE ROOT PROTECTION ZONE RADIUS. THE CONSTRUCTION OF SIDEWALKS SHALL BE ALLOWED IN THE ROOT PROTECTION ZONE, AS LONG AS EXCAVATION DOES NOT EXCEED THREE (3) INCHES.
13. DURING CONSTRUCTION ACTIVITY ON SITE, AT LEAST A SIX-INCH LAYER OF A COARSE MULCH SHALL BE PLACED AND MAINTAINED OVER THE ROOT PROTECTION ZONE. THE IMPERVIOUS COVER MAY ENCROACH WITHIN THE ROOT PROTECTION ZONE IF SAID ENCROACHMENT IS APPROVED BY THE ARBORIST.

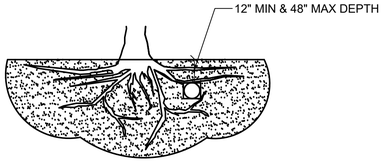


A TREE PROTECTION FENCE - ELEVATION
SCALE: NOT TO SCALE

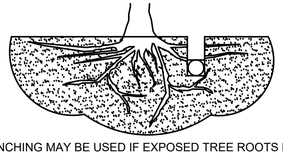


NOTES:
1. THE FENCING LOCATION SHOWN ABOVE IS DIAGRAMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND BE LIMITED TO PROJECT BOUNDARY. WHERE MULTIPLE ADJACENT TREES WILL BE ENCLOSED BY FENCING, THE FENCING SHALL BE CONTINUOUS AROUND ALL TREES.
2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

B TREE PROTECTION FENCE
SCALE: NOT TO SCALE



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.

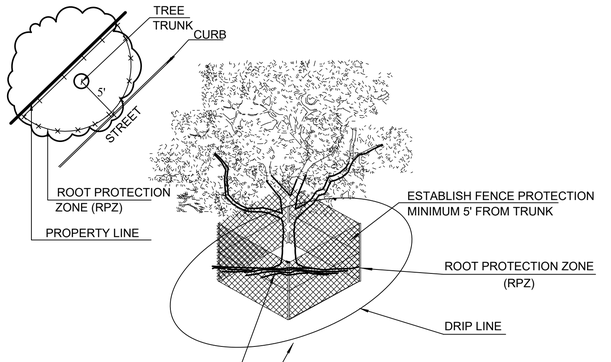


OPEN TRENCHING MAY BE USED IF EXPOSED TREE ROOTS DO NOT EXCEED 3" OR ROOTS CAN BE BENT BACK.

D BORING THROUGH ROOT PROTECTION ZONE
SCALE: NOT TO SCALE

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.



NOTES:
1. OPTION USED FOR TIGHT CONSTRUCTION AREAS OR WHEN CONSTRUCTION OCCURS IN ROOT PROTECTION ZONE.
2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

C TREE PROTECTION FENCE - LEVEL 2
SCALE: NOT TO SCALE

EVERGREEN DESIGN GROUP
(800) 680-6630
15305 Dallas Pkwy., Ste 300
Addison, TX 75001
www.EvergreenDesignGroup.com

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
PHONE: 817.281.0572
WWW.CLAYMOORE.COM
900 CENTRAL DR. SUITE #406
BEDFORD, TEXAS

REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS
8-25-23

HVA 3P RETAIL
LITTLE ELM

No.	DATE	REVISION	BY

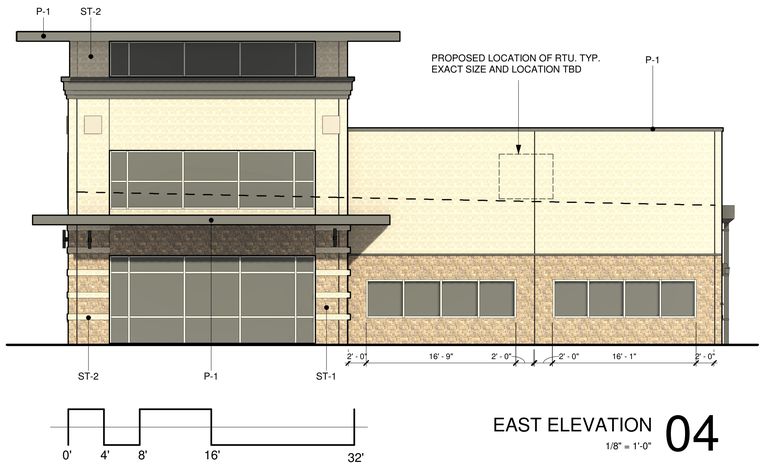
TREE SURVEY DETAILS & SPECIFICATIONS

DESIGN:	DFR
DRAWN:	DFR
CHECKED:	RM
DATE:	3/24/2019

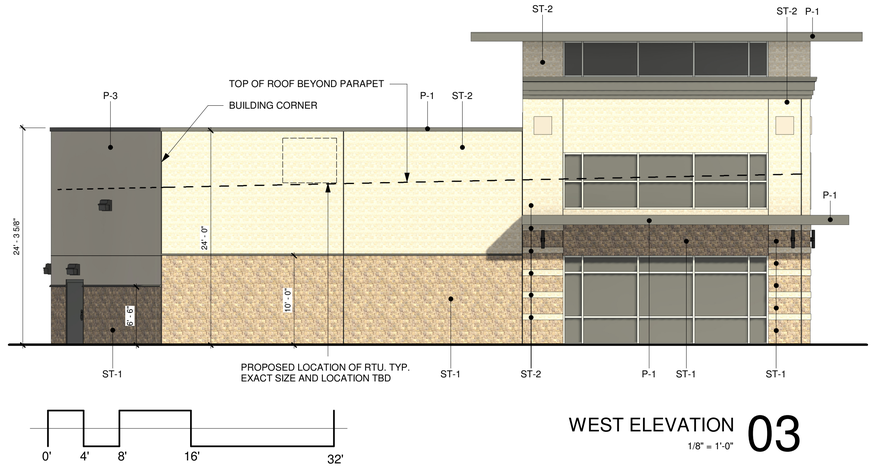
SHEET
TS-2

File No. 2019-014

PLOTTED BY: LISA CUTSHAW
PLOT DATE: 8/25/2023 7:28 PM
LOCATION: C:\USERS\LCUTS\DOCUMENTS\BMDS\PROJECTS\2023\EVERGREEN DESIGN STUDIO\HVA 3P\CAD\LITTLEELM 3P_TX LP.DWG
LAST SAVED: 8/23/2023 6:06 PM



EAST ELEVATION 04
1/8" = 1'-0"



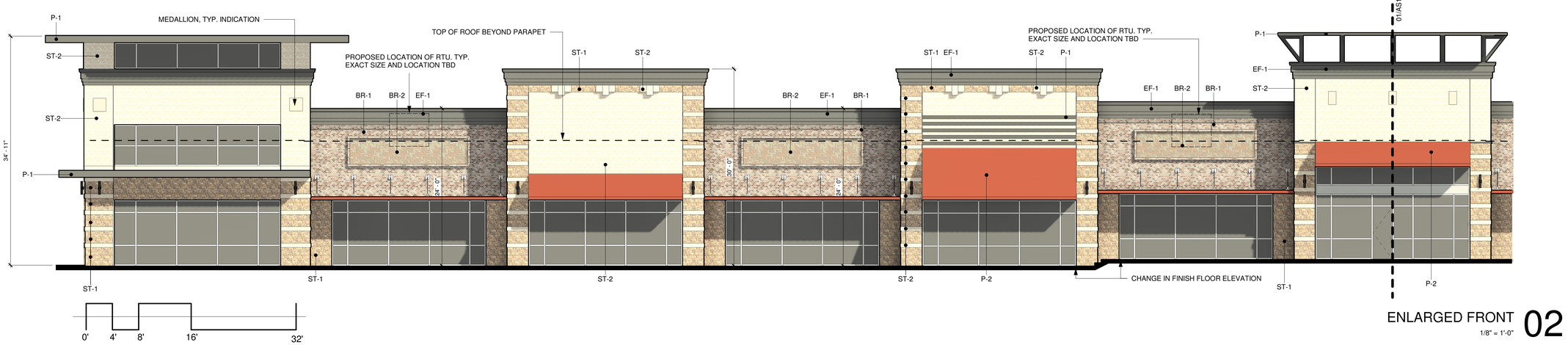
WEST ELEVATION 03
1/8" = 1'-0"

MATERIAL LEGEND

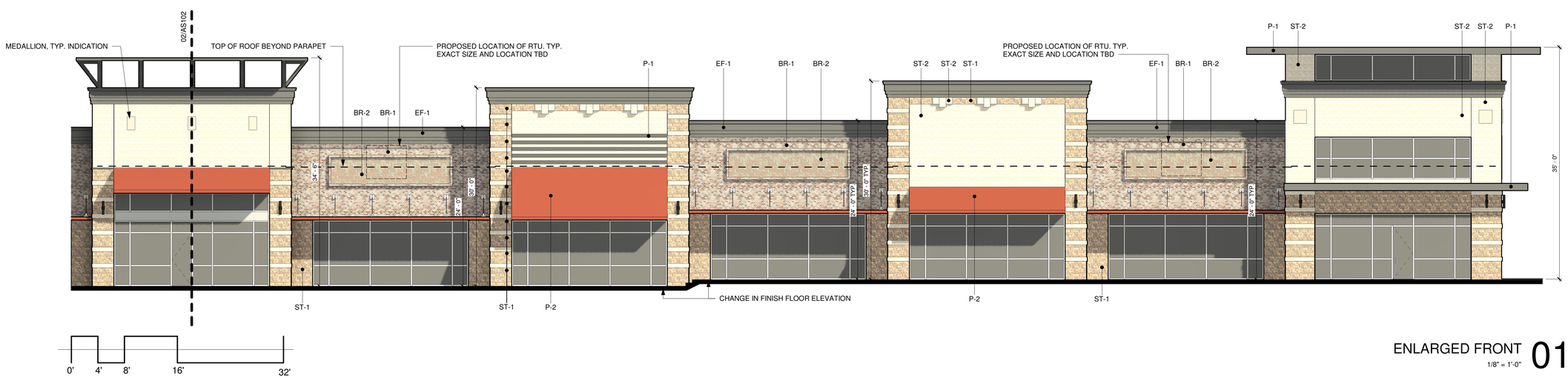
	ST-1	TEXAS STONE DESIGNS, CAMBRIDGE LUXROC THIN VENEER STONE SYSTEM
	ST-2	LEUDERS STONE THIN VENEER STONE SYSTEM
	BR -1	ACME, HIGHLAND PARK THIN VENEER BRICK SYSTEM
	BR -2	ACME, HIGHLAND PARK THIN VENEER BRICK SYSTEM - HERRINGBONE PATTERN
	P-1	EIFS AND TEXTURED PAINT TO MATCH: SHERWIN WILLIAMS - SW6991 BLACK MAGIC
	P-2	SHERWIN WILLIAMS - SW2839 ROYCROFT COPPER RED
	P-3	TEXTERED PAINT TO MATCH: SHERWIN WILLIAMS - SW7044 AMAZING GRAY
	EF-1	EIFS TO MATCH: SHERWIN WILLIAMS - SW6991 BLACK MAGIC

FACADE:	OVERALL SF:	GLAZING SF:	PERCENTAGE:
MAIN FACADE	11,256 S.F.	3,746 S.F.	33%
WEST FACADE	2,090 S.F.	482 S.F.	23%
EAST FACADE	2,110 S.F	632 S.F.	30%
REAR FACADE	9,896 S.F.	0 S.F.	0%

MATERIAL CALCS
Front (Primary): 11,256 sf total - 10,131 (90%) Group A - 1,125 (10%) Group C
Sides (Primary): 2,110 sf total - 2,026 (96%) Group A - 84 (4%) Group C
Rear (Secondary): 9,896 sf total - 2,060 (21%) Group A - 7,836 (79%) Group B



ENLARGED FRONT 02
1/8" = 1'-0"



ENLARGED FRONT 01
1/8" = 1'-0"

Δ	DATE:	ISSUE:
	05.21.2019	SITE SUBMITTAL
	06.27.2019	SITE RESUBMIT
1	04.XX.2023	FACADE REVISION

Robert R. Holton, AIA
TX #14938

Not for Regulatory Approval, Permitting, or Construction.

Heights Venture
ARCHITECTURE DESIGN

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

DALLAS
5741 Legacy Drive, Suite 320
Plano, Texas 75024
972 490 7292 V

3P LITTLE ELM RETAIL CENTER

PECAN DR & ELDORADO PKWY
LITTLE ELM, TX

Project Number: 18225	Sheet Size: 24 x 36
Date / Time Plotted: 5/15/2023 3:03:50 PM	
Drawn By: KG	Checked By: WL
Project Phase: CONSTRUCTION DOCUMENTS	

RENDERED ELEVATIONS

AS102

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MATERIAL LEGEND

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	ST-2	LEUDERS STONE THIN VENEER STONE SYSTEM
	BR -1	ACME, HIGHLAND PARK THIN VENEER BRICK SYSTEM
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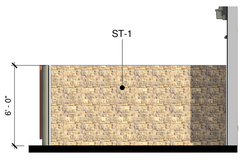
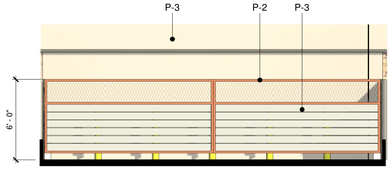
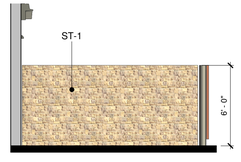


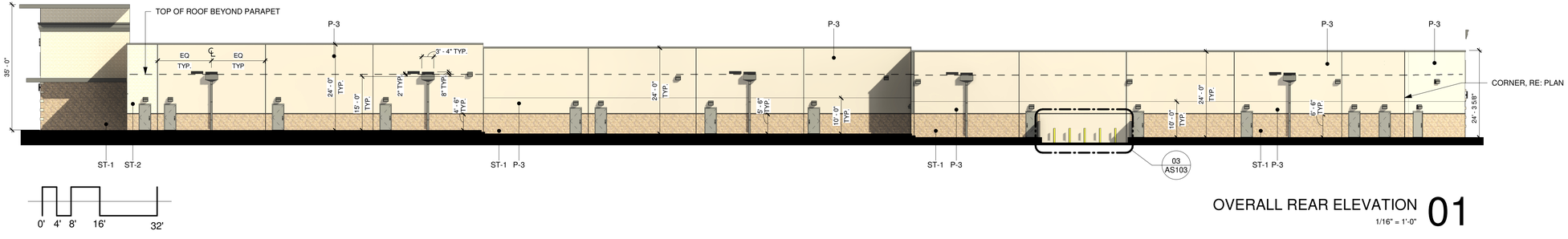
WEST DUMPSTER WALL ELEVATION 04
3/16" = 1'-0"



NORTH DUMPSTER WALL ELEVATION 03
3/16" = 1'-0"



EAST DUMPSTER WALL ELEVATION 02
3/16" = 1'-0"



OVERALL REAR ELEVATION 01
1/16" = 1'-0"

Δ	DATE:	ISSUE:
	05.21.2019	SITE SUBMITTAL
	06.27.2019	SITE RESUBMIT
1	04.XX.2023	FACADE REVISION

Robert R. Holton, AIA
TX #14938

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ARCHITECTURE DESIGN

HOUSTON
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972 490 7292 V

3P LITTLE ELM RETAIL CENTER

PECAN DR & ELDORADO PKWY
LITTLE ELM, TX

Project Number:	Sheet Size:
18225	24 x 36
Date / Time Plotted:	
5/15/2023 3:04:02 PM	
Drawn By:	Checked By:
KG	WL
Project Phase:	
CONSTRUCTION DOCUMENTS	

RENDERED ELEVATIONS

AS103

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Date:	10/17/2023
Agenda Item #:	5. F.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Planning Manager

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and 3P Little Elm LLC.**

DESCRIPTION:

The attached agreement is to solidify the Planned Development and the intended design of the proposed commercial development as outlined in the associated development documents and plans for 3P Elm and HVA 3P Planned Development.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Development Agreement - 3P Elm & HVA 3P PD

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR 3P ELM & HVA 3P PD**
COUNTY OF DENTON	**§**	

This Development Agreement for 3P Elm and HVA 3P Planned Development ("**Agreement**") is entered into between 3P Little Elm LLC ("**Developer**"), whose address for purposes of this Agreement is 3641 Hamilton Heights Ave, Frisco TX 75034, and the Town of Little Elm, Texas ("**Town**"), 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 "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of two properties totaling 3.701 acres, generally located at 1729 and 2091 East Eldorado Parkway, on the north side of Eldorado Parkway, in the Town of Little Elm, Texas (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. Incorporation of Premises. 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 ("**Effective Date**"). 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 ("**Term**").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the 3P Elm and HVA 3P 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.

B. The Developer must obtain an access easement and maintenance agreement from the Town, and an access easement agreement from the property to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site

property for cross-access. Fully executed agreements must be presented with the plat submittal.

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.

B. 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. Venue. 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. Severability. 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.

F. Cumulative Rights and Remedies. The rights and remedies provided by this 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. **Surviving Rights**. 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. **Authority to Execute**. 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. **Amendments**. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. **Headings**. 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. **Entire Agreement**. 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. **Notification of Sale or Transfer; Assignment of Agreement**. 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. **Sovereign Immunity**. 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. **Undocumented Workers Provision.** 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. **Non-Boycott of Israel Provision.** 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. **Prohibition on Contracts with Certain Companies Provision.** 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. <u>Verification Against Discrimination Developer Does Not Boycott Energy Companies.</u> 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
a _____ company

By: _____

Date:_____

TOWN OF LITTLE ELM, TEXAS

By:_____
Matt Mueller
Town Manager

Date:_____

ATTEST:

By:_____
Caitlan Biggs
Town Secretary

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
a Texas **company**

By: _____

Date: 10/11/23

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2023, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Denton §

Before me, the undersigned authority, on this 11 day of October, 2023, personally appeared Lokesh Prasad, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of 3P LITTLE ELM LLC.

[Seal]

By:_____
Notary Public, State of Texas

J JASON CLENDANIEL
NOTARY PUBLIC
STATE OF TEXAS
ID # 13412345-6
My Comm. Expires 01-03-2027

My Commission Expires: 1-3-27

EXHIBIT A

Property Description

EXHIBIT A

Property Description - 1729 East Eldorado Parkway

BEING a part of Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in County Clerk # 2014-420, Land Records, Denton County, Texas, and being more particularly described by metes and bounds:

COMMENCING from 5/8 inch iron rod with cap stamped "KHA" found lying on the northerly right-of-way line of FM 720 (Eldorado Parkway) (variable width right-of-way) and the northwesterly right-of-way line of Pecan Drive (60 foot right-of-way), also being a southeasterly corner of Lot 2, Block A, Elm Little Property;

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 900.10 feet to a 5/8 inch rod with cap stamped "KHA" found for the northerly corner of Lot 3, Block A, of said Elm Little Property;

BEGINNING at 5/8 inch iron rod with cap stamped "KHA" found,

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 196.07 feet to a 5/8 inch rod with cap stamped "KHA" found for the southeasterly corner of Lot 2, Block A, of said Retail FM 720 Addition,

THENCE over and across said Lot 3, Block A the following courses and distance as follow:

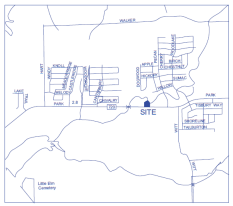
North 88 degrees 41 minutes 08 seconds East, a distance of 1.17 feet to a 1/2 inch iron rod with cap stamped "PETIT" found for corner;

North 71 degrees 22 minutes 24 seconds East, a distance of 152.20 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

South 27 degrees 50 minutes 11 seconds East, a distance of 104.38 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, a distance of 116.47 feet to the POINT BEGINNING and containing 34,397 square feet or 0.790 acres of land.

VICINITY MAP - NOT TO SCALE



45 30 15 0 15 30 45

SCALE 1"=30'

GENERAL NOTES

1) According to the F.I.R.M. No. 48121C0420G, the subject property lies in Zone X and does not lie within a Flood Prone Hazard Area as shown per LOMR #11-06-2132P dated 06/14/2011.

2) Bearings are based upon the Texas State Plane Coordinate System, Texas North Central Zone, (4202) North American Datum of 1983, (2011)

3) There was observed evidence of earth moving work, building construction or building additions within recent months and there was no observed evidence of any changes in street right of way lines, the site being used as a solid waste dump, sump or sanitary landfill or of recent street or sidewalk construction or repairs.

4) There is no observable evidence of the site being used as a cemetery.

5) Subject property has direct access to FM 720 (Eldorado Parkway) and Pecan Drive, which are dedicated public right-of-ways maintained by the City of Little Elm,Texas as shown.

6) The utilities shown were located from field survey information only. The Surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The Surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although the Surveyor does certify that they are located as accurately as possible from information available from on-the ground measurements. the Surveyor has not physically located the underground utilities.

7) Benchmark: Monument No. 2 located northeast corner of D.H. Brent Elementary School, and West of Witt Drive.
Northing: 7,109,829.55'
Easting: 2,457,580.45'
Elev. 559.59

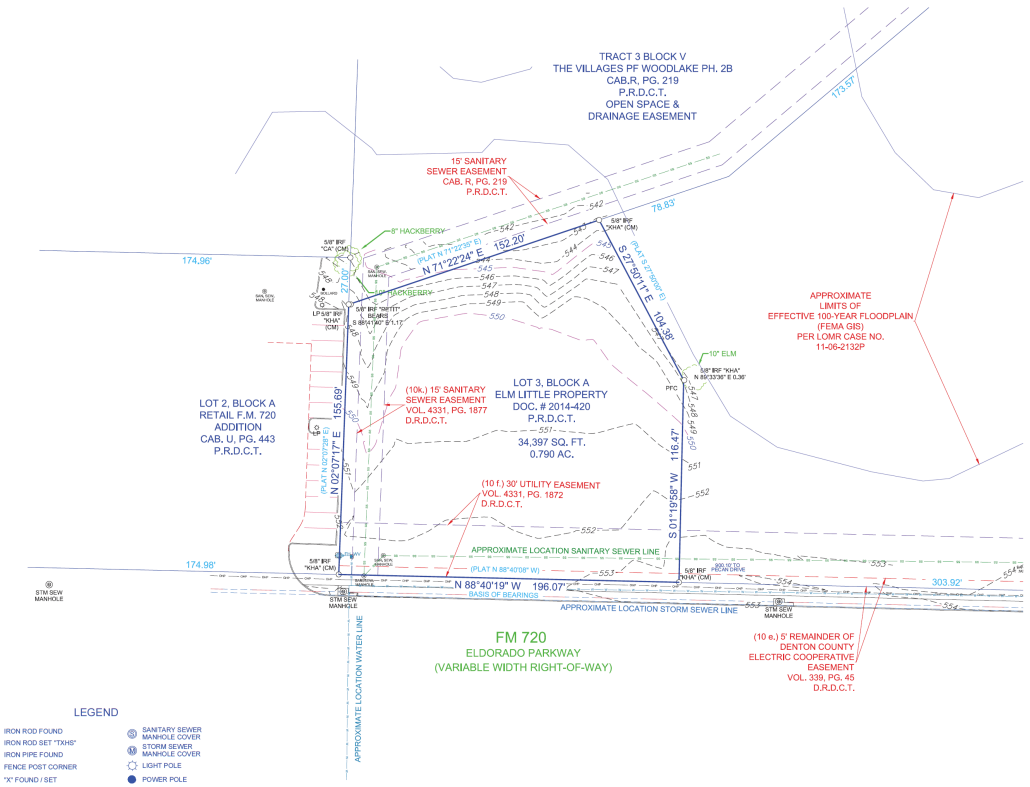
PROPERTY DESCRIPTION

Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in County Clerk's File No. 2014-420, Land Records of Denton County, Texas.

EXCEPTIONS TO THE TITLE COMMITMENT

AS RELIED UPON AND PROVIDED BY REPUBLIC TITLE OF TEXAS AND FIRST AMERICAN TITLE INSURANCE COMPANY G.F. NO. 1002-259592-RTT WITH AN EFFECTIVE DATE OF AUGUST 01, 2018 AND AN ISSUED DATE OF AUGUST 20, 2018.

Exception No.	Recording Information	DESCRIPTION OF EASEMENT	Applies to Subject tract	Shown Graphically on Attached Survey Plat
10 e.	VOL. 339, PG. 45	Easement to Denton County Electric Cooperative, Inc.,	YES	YES
10 f.	VOL. 4331, PG. 1872	Easement to City of Little Elm.	YES	YES
10 g.	VOL. 4064, PG. 1524	Terms, provisions and conditions of Agreement for Installation of Utilities in Lieu of Payment of Impact Fees.	YES	NO
10 i.	CC NO. 2017-117107	Terms, provision, condition and easement contained in Utility Easement Agreement.	NO	NO
10 j.	CC NO. 2017-117108	Terms, provision, condition and easement contained in Reciprocal Access Easement Agreement.	NO	NO
10 k.	VOL. 4331, PG. 1877	Easement to City of Little Elm.	YES	YES
10 l.	DOC# 2014-420	All Easements & Building Lines as shown Plat of Elm Little Property	YES	YES



LEGEND

- IRON ROD FOUND
- IRON ROD SET "TXHS"
- IRON PIPE FOUND
- FENCE POST CORNER
- "X" FOUND / SET
- ELECTRIC METER
- WM WATER METER
- CM CONTROLLING MONUMENTS
- OHP OVERHEAD POWER LINE
- SANITARY SEWER MANHOLE COVER
- STORM SEWER MANHOLE COVER
- LIGHT POLE
- POWER POLE
- FIRE HYDRANT
- WV WATER VALVE

NO ON-SITE PARKING
NO ZONING INFORMATION
PROVIDED BY CLIENT AT THE TIME SURVEY WAS COMPLETED.

SURVEYOR'S CERTIFICATE

To: Lokesh Prasad, Elm Little, LP, 3P Little Elm, Republic Title of Texas, Inc., and First American Title Insurance Company in connection with the transaction described in GF# 1002-259592-RTT.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a)(b), 7(a) 8, 9, 11, 13, 14, 16, 17, 19 of Table A thereof. The Field work was completed on: September 13, 2018.

Gary E. Johnson
Registered Professional Land Surveyor No. 5299

STATE OF TEXAS · REGISTERED · GARY E. JOHNSON · NO. 5299 · PROFESSIONAL LAND SURVEYOR

TEXAS HERITAGE SURVEYING, LLC

10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com
Firm #10169300

ALTA/NSPS SURVEY

ELDORADO PARKWAY
LOT 3, BLOCK A
ELM LITTLE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134
CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

DATE: 09/25/2018 / REVISED: 10/02/2018 / JOB # 1802750-2 / SCALE - 1" = 30' JWR

Exhibit A

Property Location - 2091 E Eldorado Pkwy

WHEREAS, **3P LITTLE ELM, LLC**, is the owner of a 2.91 acre tract of land out of the A.W. ROBERTSON SURVEY, ABSTRACT NUMBER 1134 and the ALLEN VISTAL SURVEY, ABSTRACT NUMBER 1312, situated in the Town of Little Elm, Denton County, Texas, being a part of Lot 2, Block A of Elm Little Property, an addition to the Town of Little Elm, Texas, recorded in Document No. 2014-420 of the Plat Records of Denton County, Texas, being that same 2.911 acre tract of land conveyed to 3P Little Elm, LLC by Special Warranty Deed of record in Document No. 2018-123296 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 5/8 inch iron rod with red plastic cap stamped "KHA" found in the North right-of-way line of Farm to Market Road 720 (120 foot public right-of-way), being the Southeast corner of Lot 1, Block A of said Elm Little Property, also being the Southwest corner of said Lot 2, said 2.911 acre tract and hereof;

THENCE, leaving the North right-of-way line of Farm to Market Road 720, along the East line of said Lot 1 and the common West line of said Lot 2 and said 2.911 acre tract, the following three (3) Courses and distances:

1. N01°14'26"E, a distance of 125.81 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" found;
2. N35°29'32"E, a distance of 131.38 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" found;
3. S88°27'18"E, a distance of 93.51 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" found at the Southwest corner of a called 1.782 acre tract of land conveyed to The LPT Group, LLC by deed of record in Document No. 2017-117106 of said Official Public Records;

THENCE, leaving the East line of said Lot 1, along the common line of said 2.911 acre tract and said 1.782 acre tract, over and across said Lot 2, the following five (5) courses and distances:

1. S88°41'57"E, a distance of 112.51 feet to an X-cut in concrete set;
2. S01°18'03"W, a distance of 34.10 feet to an X-cut in concrete set;
3. S88°41'57"E, a distance of 263.09 feet to an X-cut in concrete set;
4. S48°28'47"E, a distance of 49.97 feet to an X-cut in concrete set;
5. S88°41'57"E, a distance of 34.74 feet to an X-cut in concrete set in the West right-of-way line of Pecan Drive (60 foot public right-of-way), being the East line of said Lot 2, also being the Southeast corner of said 1.782 acre tract, also being the Northeast corner of said 2.911 acre tract and hereof;

THENCE, S01°15'27"W, along the West right-of-way line of Pecan Drive, being the East line of said Lot 2 and said 2.911 acre tract, a distance of 143.50 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" found at the North end of a cut-back line at the intersection of Pecan Drive and the North right-of-way line of Farm to Market Road 720;

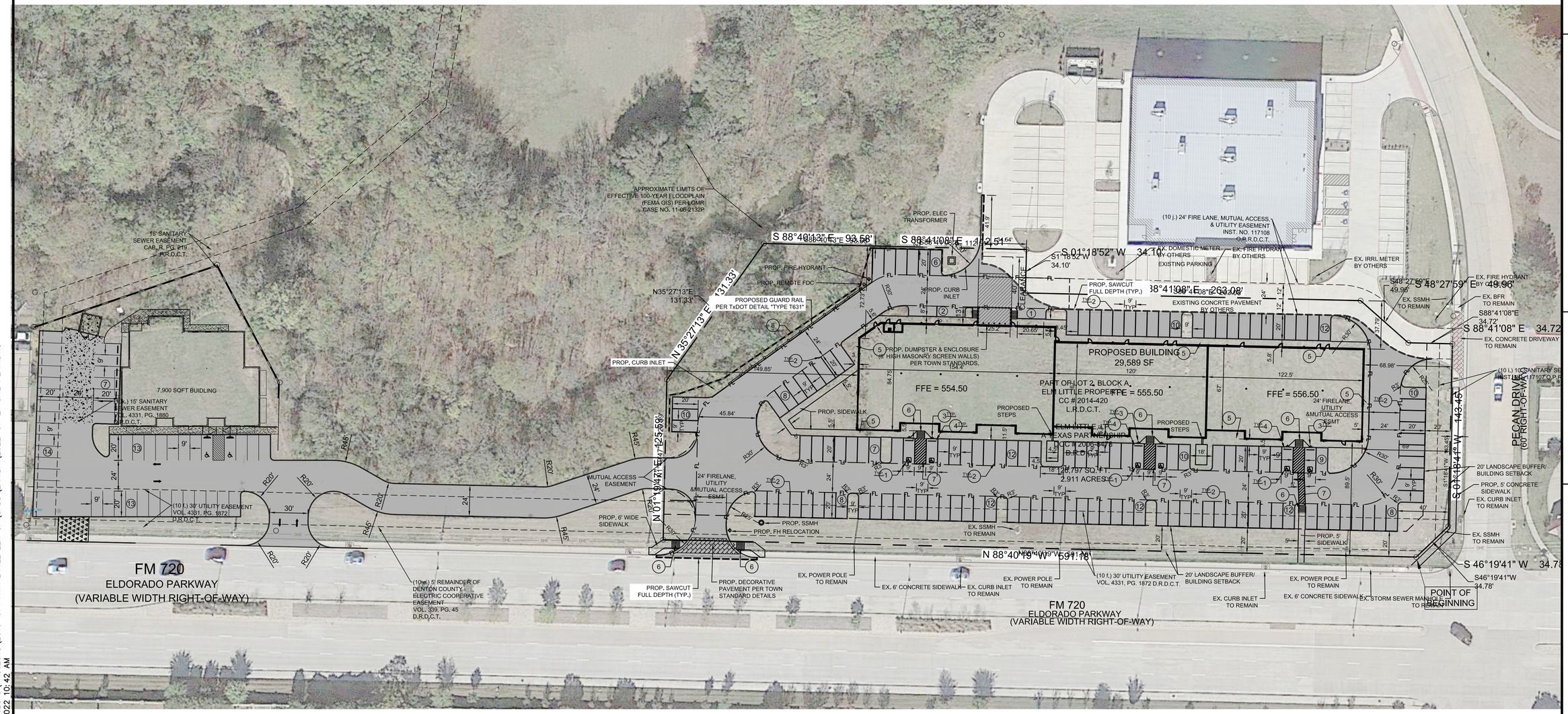
THENCE, S46°34'26"W, along said cut-back line, being the East line of said Lot 2 and said 2.911 acre tract, a distance of 34.88 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" found at the South end of said cut-back line, being the Southeast corner of said Lot 2, said 2.911 acre tract and hereof;

THENCE, N88°40'01"W, along the North right-of-way line of Farm to Market Road 720, being the South line of said Lot 2 and said 2.911 acre tract, a distance of 591.02 feet to the **POINT OF BEGINNING** and containing an area of 2.91 Acres, or (126,801 Square Feet) of land, more or less.

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
190 CENTRAL DR, SUITE #406
BEDFORD, TX 76021
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

HVA 3P RETAIL
FM 720 & PECAN DR.
LITTLE ELM, TX

GRAPHIC SCALE
40 0 20 40 80
1 inch = 40 ft.



This image is for reference purposes only and is not intended to reflect any site development standards.

OVERALL SITE PLAN

No.	DATE	REVISION	BY

DESIGN:	MKT
DRAWN:	MKT
CHECKED:	CLC
DATE:	2/3/2020

SHEET
EX-1

File No. 2019-014

PLOTTED BY: CLAY CRISTY
PLOT DATE: 9/8/2023 10:28 AM
LOCATION: Z:\PROJECTS\PROJECTS\2019-014 HVA LITTLE ELM 3P\CADD\EXHIBIT\2022-01-21 SITE PLAN.DWG
LAST SAVED: 1/21/2022 10:42 AM

EXHIBIT B

3P Elm and HVA 3P PD Ordinance

TOWN OF LITTLE ELM

ORDINANCE NO. 1736

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT ORDINANCE NO. 1643, AS AMENDED BY ORDINANCE NO. 1696, IN ORDER TO INCORPORATE AN ADDITIONAL 2.911 ACRES OF LAND, GENERALLY LOCATED AT 2091 EAST ELDORADO PARKWAY, ADOPT NEW DEVELOPMENT PLANS, AND MODIFIED DEVELOPMENT STANDARDS; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A 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 an amendment to existing Planned Development-Light Commercial (PD-LC) through Ordinance No. 1643, as amended by Ordinance No. 1696, with modified development standards on approximately 3.701 acres of land, adopting new site plan and development plans specific to 2091 East Eldorado Parkway, more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is 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 September 21, 2023 the Planning & Zoning Commission considered and made recommendations on Case No. PD-23-01297; 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 amending existing Planned Development-Light Commercial (PD-LC) through Ordinance No. 1643, as amended by Ordinance No. 1696, incorporating additional 2.911 acres of land, generally located at 2091 East Eldorado Parkway, and adopting development plans and modified development standards specific to such land, for proposed new commercial development. This Ordinance includes two properties, totaling 3.701 acres of land generally located at 1729 and 20921 East Eldorado Parkway, on the north side of Eldorado Parkway, within Little Elm Town limits, 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 for both properties shall be in accordance with the Light Commercial (LC) District and all applicable provisions of Chapter 106 – Zoning Ordinance in general, with the exception of the following requirements, individual to each property as listed below, which are otherwise captured within the development plans for each property, as depicted within **Exhibit B** attached hereto:

1. 1729 East Eldorado Parkway

- **a.** Minimum lot size .79 acres
- **b.** front yard landscape buffer 6 (six) feet
- **c.** rear landscape buffer 5 (five) feet, except where the dumpster enclosure encroaches into the setback as shown o the plans

d. double row of tree planting along residential adjacency not required

e. eight-foot masonry screening wall along the rear of the property not required

f. single dumpster enclosure allowed

g. parking spaces allowed at nine feet in width by 20 feet in length

2. 2091 East Eldorado Parkway

a. parking spaces allowed at nine feet in width by 20 feet in length

b. Foundation Planting Requirement is met through provision of increased landscape area and inclusion of a pedestrian seating area within the site. Required landscape area shall be raised from 10% of the vehicle use area to 15%.

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

a) The property owner must obtain an access easement and maintenance agreement from the Town, and an access easement agreement from the property to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site property for cross-access. Fully executed agreements must be presented with the plat submittal.

b) 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.

c) 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.

d) 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 17th day of October, 2023.

Town of Little Elm, Texas

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

EXHIBIT A

Property Description - 1729 East Eldorado Parkway

BEING a part of Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in County Clerk # 2014-420, Land Records, Denton County, Texas, and being more particularly described by metes and bounds:

COMMENCING from 5/8 inch iron rod with cap stamped "KHA" found lying on the northerly right-of-way line of FM 720 (Eldorado Parkway) (variable width right-of-way) and the northwesterly right-of-way line of Pecan Drive (60 foot right-of-way), also being a southeasterly corner of Lot 2, Block A, Elm Little Property;

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 900.10 feet to a 5/8 inch rod with cap stamped "KHA" found for the northerly corner of Lot 3, Block A, of said Elm Little Property;

BEGINNING at 5/8 inch iron rod with cap stamped "KHA" found,

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 196.07 feet to a 5/8 inch rod with cap stamped "KHA" found for the southeasterly corner of Lot 2, Block A, of said Retail FM 720 Addition,

THENCE over and across said Lot 3, Block A the following courses and distance as follow:

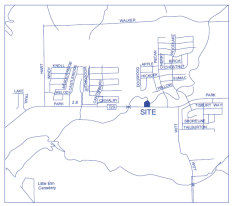
North 88 degrees 41 minutes 08 seconds East, a distance of 1.17 feet to a 1/2 inch iron rod with cap stamped "PETIT" found for corner;

North 71 degrees 22 minutes 24 seconds East, a distance of 152.20 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

South 27 degrees 50 minutes 11 seconds East, a distance of 104.38 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, a distance of 116.47 feet to the POINT BEGINNING and containing 34,397 square feet or 0.790 acres of land.

VICINITY MAP - NOT TO SCALE



45 30 15 0 15 30 45

SCALE 1"=30'

GENERAL NOTES

1) According to the F.I.R.M. No. 48121C0420G, the subject property lies in Zone X and does not lie within a Flood Prone Hazard Area as shown per LOMR #11-06-2132P dated 06/14/2011.

2) Bearings are based upon the Texas State Plane Coordinate System, Texas North Central Zone, (4202) North American Datum of 1983, (2011)

3) There was observed evidence of earth moving work, building construction or building additions within recent months and there was no observed evidence of any changes in street right of way lines, the site being used as a solid waste dump, sump or sanitary landfill or of recent street or sidewalk construction or repairs.

4) There is no observable evidence of the site being used as a cemetery.

5) Subject property has direct access to FM 720 (Eldorado Parkway) and Pecan Drive, which are dedicated public right-of-ways maintained by the City of Little Elm,Texas as shown.

6) The utilities shown were located from field survey information only. The Surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The Surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although the Surveyor does certify that they are located as accurately as possible from information available from on-the ground measurements. the Surveyor has not physically located the underground utilities.

7) Benchmark: Monument No. 2 located northeast corner of D.H. Brent Elementary School, and West of Witt Drive.
Northing: 7,109,829.55'
Easting: 2,457,580.45'
Elev. 559.59

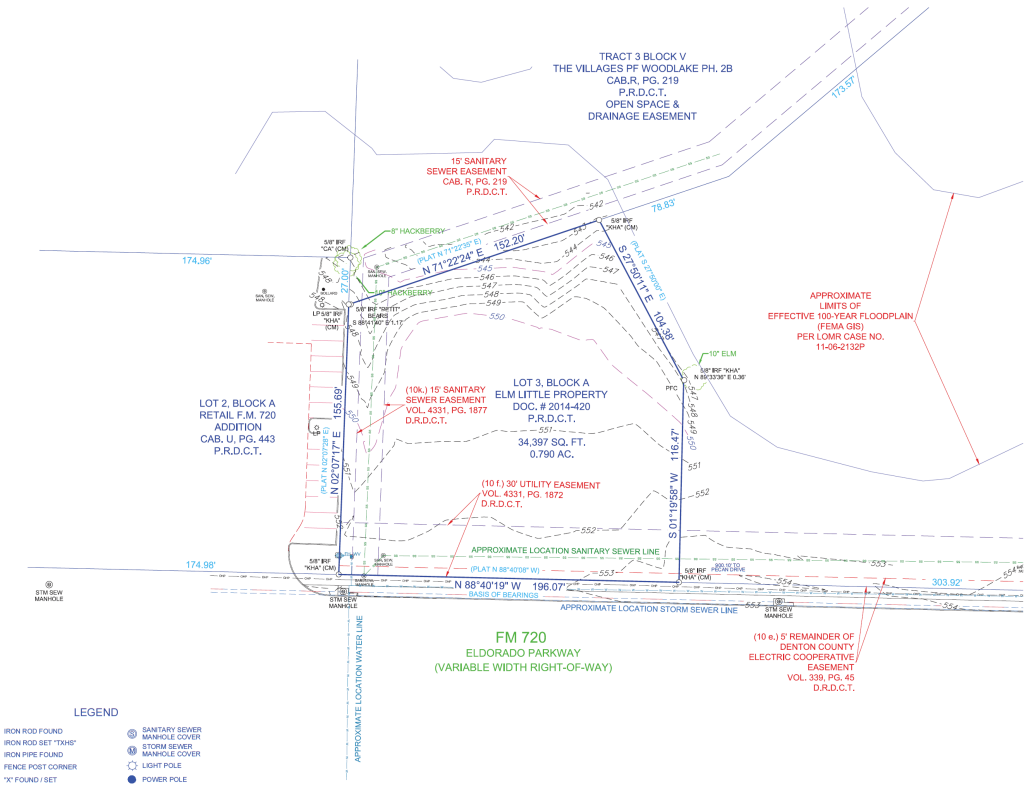
PROPERTY DESCRIPTION

Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in County Clerk's File No. 2014-420, Land Records of Denton County, Texas.

EXCEPTIONS TO THE TITLE COMMITMENT

AS RELIED UPON AND PROVIDED BY REPUBLIC TITLE OF TEXAS AND FIRST AMERICAN TITLE INSURANCE COMPANY G.F. NO. 1002-259592-RTT WITH AN EFFECTIVE DATE OF AUGUST 01, 2018 AND AN ISSUED DATE OF AUGUST 20, 2018.

Exception No.	Recording Information	DESCRIPTION OF EASEMENT	Applies to Subject tract	Shown Graphically on Attached Survey Plat
10 e.	VOL. 339, PG. 45	Easement to Denton County Electric Cooperative, Inc.,	YES	YES
10 f.	VOL. 4331, PG. 1872	Easement to City of Little Elm.	YES	YES
10 g.	VOL. 4064, PG. 1524	Terms, provisions and conditions of Agreement for Installation of Utilities in Lieu of Payment of Impact Fees.	YES	NO
10 i.	CC NO. 2017-117107	Terms, provision, condition and easement contained in Utility Easement Agreement.	NO	NO
10 j.	CC NO. 2017-117108	Terms, provision, condition and easement contained in Reciprocal Access Easement Agreement.	NO	NO
10 k.	VOL. 4331, PG. 1877	Easement to City of Little Elm.	YES	YES
10 l.	DOC# 2014-420	All Easements & Building Lines as shown Plat of Elm Little Property	YES	YES



LEGEND

- IRON ROD FOUND
- IRON ROD SET "TXHS"
- IRON PIPE FOUND
- FENCE POST CORNER
- "X" FOUND / SET
- ELECTRIC METER
- WM WATER METER
- CM CONTROLLING MONUMENTS
- OHP OVERHEAD POWER LINE
- SANITARY SEWER MANHOLE COVER
- STORM SEWER MANHOLE COVER
- LIGHT POLE
- POWER POLE
- FIRE HYDRANT
- WV WATER VALVE

NO ON-SITE PARKING
NO ZONING INFORMATION
PROVIDED BY CLIENT AT THE TIME SURVEY WAS COMPLETED.

SURVEYOR'S CERTIFICATE

To: Lokesh Prasad, Elm Little, LP, 3P Little Elm, Republic Title of Texas, Inc., and First American Title Insurance Company in connection with the transaction described in GF# 1002-259592-RTT.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a)(b), 7(a) 8, 9, 11, 13, 14, 16, 17, 19 of Table A thereof. The Field work was completed on: September 13, 2018.

Gary E. Johnson
Registered Professional Land Surveyor No. 5299

STATE OF TEXAS · REGISTERED · GARY E. JOHNSON · NO. 5299 · PROFESSIONAL LAND SURVEYOR

TEXAS HERITAGE SURVEYING, LLC

10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com
Firm #10169300

ALTA/NSPS SURVEY

ELDORADO PARKWAY
LOT 3, BLOCK A
ELM LITTLE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134
CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

DATE: 09/25/2018 / REVISED: 10/02/2018 / JOB # 1802750-2 / SCALE - 1" = 30' JWR

Exhibit A

Property Location - 2091 E Eldorado Pkwy

WHEREAS, **3P LITTLE ELM, LLC**, is the owner of a 2.91 acre tract of land out of the A.W. ROBERTSON SURVEY, ABSTRACT NUMBER 1134 and the ALLEN VISTAL SURVEY, ABSTRACT NUMBER 1312, situated in the Town of Little Elm, Denton County, Texas, being a part of Lot 2, Block A of Elm Little Property, an addition to the Town of Little Elm, Texas, recorded in Document No. 2014-420 of the Plat Records of Denton County, Texas, being that same 2.911 acre tract of land conveyed to 3P Little Elm, LLC by Special Warranty Deed of record in Document No. 2018-123296 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 5/8 inch iron rod with red plastic cap stamped "KHA" found in the North right-of-way line of Farm to Market Road 720 (120 foot public right-of-way), being the Southeast corner of Lot 1, Block A of said Elm Little Property, also being the Southwest corner of said Lot 2, said 2.911 acre tract and hereof;

THENCE, leaving the North right-of-way line of Farm to Market Road 720, along the East line of said Lot 1 and the common West line of said Lot 2 and said 2.911 acre tract, the following three (3) Courses and distances:

1. N01°14'26"E, a distance of 125.81 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" found;
2. N35°29'32"E, a distance of 131.38 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" found;
3. S88°27'18"E, a distance of 93.51 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" found at the Southwest corner of a called 1.782 acre tract of land conveyed to The LPT Group, LLC by deed of record in Document No. 2017-117106 of said Official Public Records;

THENCE, leaving the East line of said Lot 1, along the common line of said 2.911 acre tract and said 1.782 acre tract, over and across said Lot 2, the following five (5) courses and distances:

1. S88°41'57"E, a distance of 112.51 feet to an X-cut in concrete set;
2. S01°18'03"W, a distance of 34.10 feet to an X-cut in concrete set;
3. S88°41'57"E, a distance of 263.09 feet to an X-cut in concrete set;
4. S48°28'47"E, a distance of 49.97 feet to an X-cut in concrete set;
5. S88°41'57"E, a distance of 34.74 feet to an X-cut in concrete set in the West right-of-way line of Pecan Drive (60 foot public right-of-way), being the East line of said Lot 2, also being the Southeast corner of said 1.782 acre tract, also being the Northeast corner of said 2.911 acre tract and hereof;

THENCE, S01°15'27"W, along the West right-of-way line of Pecan Drive, being the East line of said Lot 2 and said 2.911 acre tract, a distance of 143.50 feet to a 1/2 inch iron rod with yellow plastic cap stamped "TXHS" found at the North end of a cut-back line at the intersection of Pecan Drive and the North right-of-way line of Farm to Market Road 720;

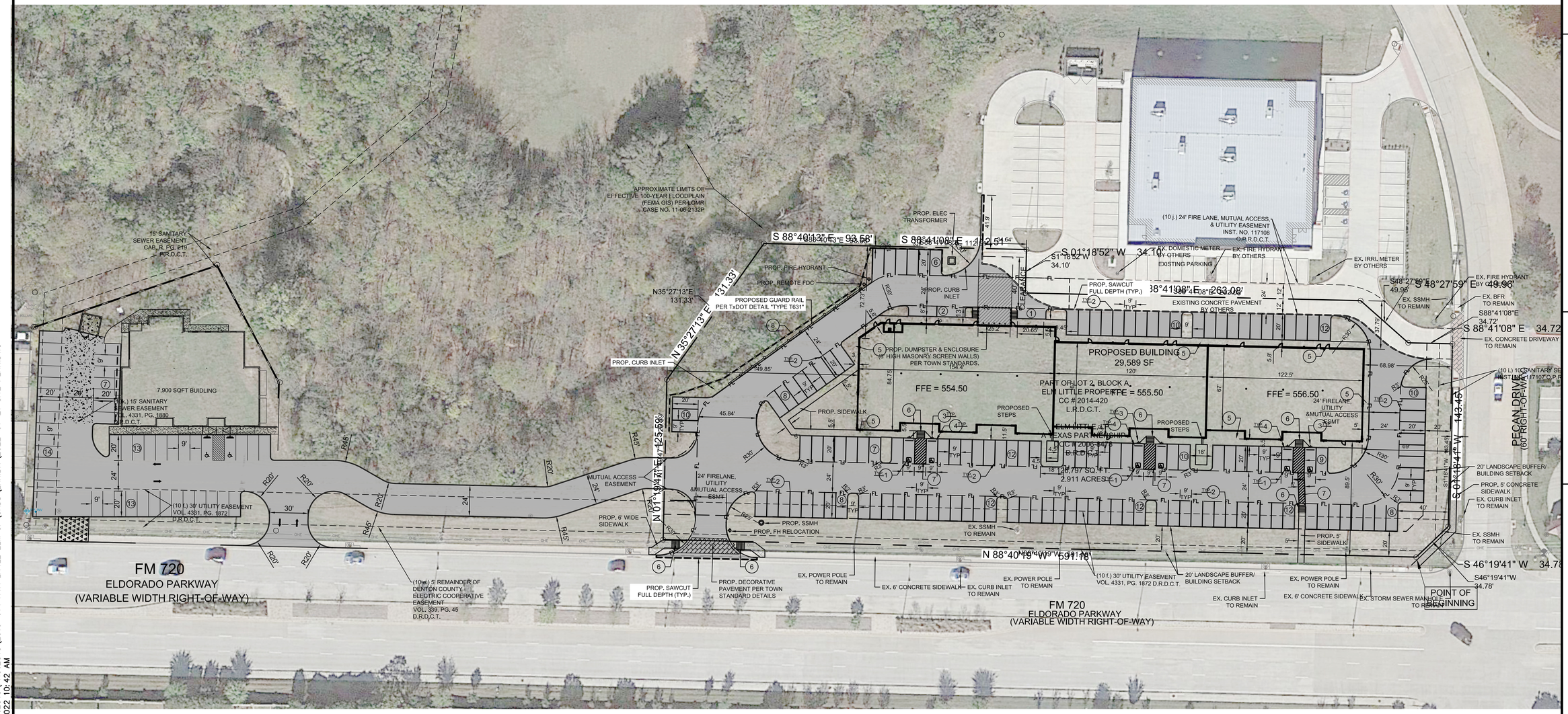
THENCE, S46°34'26"W, along said cut-back line, being the East line of said Lot 2 and said 2.911 acre tract, a distance of 34.88 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" found at the South end of said cut-back line, being the Southeast corner of said Lot 2, said 2.911 acre tract and hereof;

THENCE, N88°40'01"W, along the North right-of-way line of Farm to Market Road 720, being the South line of said Lot 2 and said 2.911 acre tract, a distance of 591.02 feet to the **POINT OF BEGINNING** and containing an area of 2.91 Acres, or (126,801 Square Feet) of land, more or less.

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
190 CENTRAL DR, SUITE #406
BEDFORD, TX 76021
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

HVA 3P RETAIL
FM 720 & PECAN DR.
LITTLE ELM, TX

GRAPHIC SCALE
40 0 20 40 80
1 inch = 40 ft.



This image is for reference purposes only and is not intended to reflect any site development standards.

OVERALL SITE PLAN

No.	DATE	REVISION	BY

DESIGN:	MKT
DRAWN:	MKT
CHECKED:	CLC
DATE:	2/3/2020

SHEET
EX-1

File No. 2019-014

PLOTTED BY: CLAY CRISTY
PLOT DATE: 9/8/2023 10:28 AM
LOCATION: Z:\PROJECTS\PROJECTS\2019-014 HVA LITTLE ELM 3P\CADD\EXHIBIT\2022-01-21 SITE PLAN.DWG
LAST SAVED: 1/21/2022 10:42 AM

EXHIBIT B

Development Plans - 1729 East Eldorado Parkway

3P ELM
SITE DEVELOPMENT PLANS

TOWN OF LITTLE ELM, TEXAS

Sheet List Table	
SHEET NUMBER	SHEET TITLE
C0.00	COVER SHEET
C1.00	DIMENSIONAL CONTROL PLAN
C1.10	PAVING PLAN
C1.20	FIRE PROTECTION PLAN
C2.00	GRADING PLAN
C3.00	UTILITY PLAN
C4.00	EROSION CONTROL PLAN
C4.10	EROSION CONTROL DETAILS
C5.00	DETAIL SHEET
C5.10	DETAIL SHEET
C5.20	DETAIL SHEET
C5.30	DETAIL SHEET
C5.40	DETAIL SHEET
A4	ELEVATIONS
L1.0	LANDSCAPE NOTES & DETAILS
L2.0	LANDSCAPE PLAN

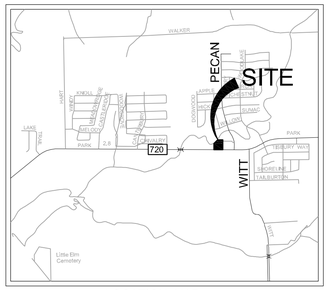
OWNER/DEVELOPER:
3P LITTLE ELM LLC
5431 BEACON HILL DR
FRISCO, TEXAS 75034
PHONE: 214-838-4198
EMAIL: LOKESHP@HOTMAIL.COM

CIVIL ENGINEER:
RAO VASAMSETTI, P.E.
RAO'S CONSULTING ENGINEERS, LLC
P.O.BOX 592991
SAN ANTONIO, TX 78258
PHONE: 210-549-7557
EMAIL: RAO@RAOSENGINEERING.COM

ACRES: 0.79 ACRES

SUBMITTAL DATE: 01/27/2021

LEGAL DESCRIPTION: LOT 3, BLOCK A, ELM LITTLE PROPERTY, AN ADDITION TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 2014-420, LAND RECORDS OF DENTON COUNTY, TEXAS.



LOCATION MAP
NOT TO SCALE

10/21/2022
STATE OF TEXAS
RAO S. VASAMSETTI
104346
LICENSED PROFESSIONAL ENGINEER

PRIMARY CONTACT PERSON: RAO VASAMSETTI, P.E.

RCE RAO'S CONSULTING ENGINEERS
TXPE F#0001765
P.O. BOX. 592991 SAN ANTONIO TX.78258
PHONE: 210.549.7557. FAX:512.856.4595
ww.raosengineering.com

REVISION #	DESCRIPTION	DATE

PERMIT SET

PROJECT DESCRIPTION:
3P ELM
1728 E ELDORADO PKWY,
LITTLE ELM, TX 75068

TITLE:
COVER SHEET

DATE : 07/20/22	JOB NO. 2019-768
DESIGNED BY : RV	DRG NO C0.00
DRAWN BY : MO	
CHECKED BY : RV	

Date: Oct 24, 2022, 8:14am User ID: vasin Layout: COVER SHEET
File: P:\SHARED J FILES\Projects\Denton County\3P ELM - Retail\Project\Design\Civil\Fixtures sheets\SHEETS.dwg Layout name: COVER SHEET

ACRES: 0.79 ACRES

LOT 3, BLK A, ELM PROPERTY SUBDIVISION

ABSTRACT NO.: 1312

SURVEY: ALLEN VESTAL SURVEY

SUBMITTAL DATE: 01/27/2021

BENCHMARK "A"

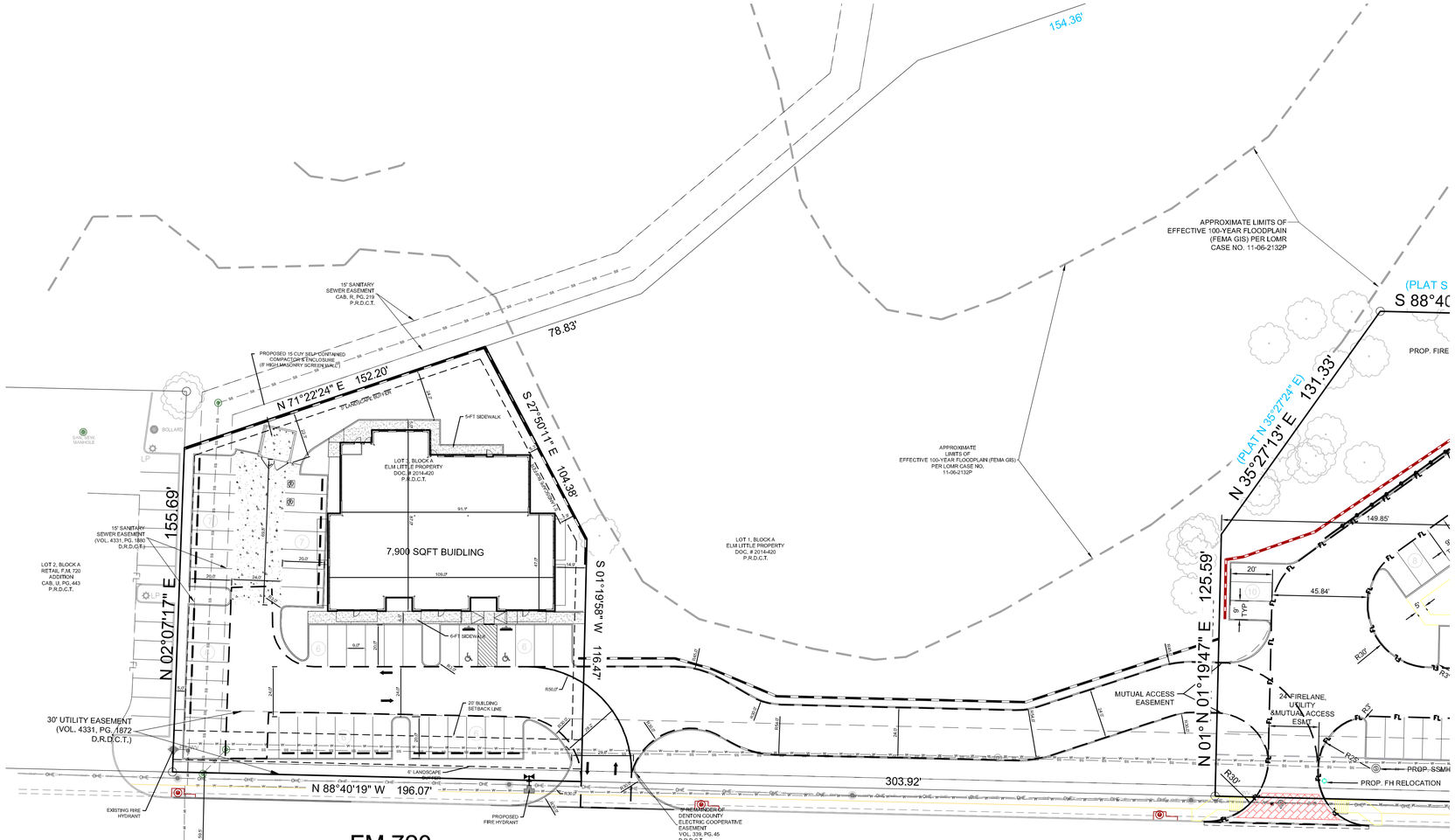
DESCRIPTION
"X" MARK ON FIRE HYDRANT
N:7111817.12
E: 2455948.39

ELEVATION =552.14'

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY THE BENCHMARK DEPICTED ON THIS DRAWING AND REPORT ANY DISCREPANCIES IN THE ELEVATION OR DESCRIPTION TO THE CIVIL ENGINEER IMMEDIATELY.

DIMENSIONAL CONTROL NOTES:

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO THE START OF CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING ALL HORIZONTAL AND VERTICAL CONTROL PER THE CONSTRUCTION DRAWINGS.
3. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL USE THE PROPERTY PINS FOR HORIZONTAL CONTROL POINTS. BENCHMARKS ARE NOT TO BE USED FOR HORIZONTAL CONTROL.
4. ALL DIMENSIONAL CONTROL POINTS AND DIMENSIONS ARE TO THE FACE OF CURB. ALL DIMENSIONS ARE PERPENDICULAR TO THE POINT OF REFERENCE.
5. REFER TO THE ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL DIMENSIONAL CONTROL INFORMATION. ONLY MINIMUM BUILDING AND PROPERTY CONTROL POINTS ARE PROVIDED ABOVE.
6. CURB RADII ARE 3' UNLESS OTHERWISE NOTED ON THE DRAWINGS.
7. ALL CURBS WITHIN PRIVATE PROPERTY ARE 6" HIGH AND ALL CURBS WITHIN PUBLIC RIGHT-OF-WAY ARE 6" HIGH EXCEPT AT CURB RAMPS OR SPECIFICALLY NOTED OTHERWISE.



SITE DATA SUMMARY CHART

SITE DATA SUMMARY	EXISTING	PROPOSED
EXISTING ZONING	PD-LC through Ord No. 1643	PD - LIGHT COMMERCIAL
LAND USE DESIGNATION	RETAIL/COMMERCIAL	RETAIL
GROSS ACREAGE	0.79	
NET ACREAGE	0.79	
NUMBER OF PROPOSED LOTS	1	
PERCENTAGE OF SITE COVERAGE		80% (27,529 SF)
AREA OF OPEN SPACE		0
PERCENTAGE OF OPEN SPACE		0%
PERCENTAGE OF LANDSCAPE		20% (6,882 SF)
AREA OF IMPERVIOUS COVERAGE		27,529 SF
PERCENTAGE OF IMPERVIOUS COVERAGE		80% (27,529 SF)
PROPOSED BUILDING AREA (SQUARE FOOTAGE FOOTPRINT)		7,900 SF
NUMBER OF SINGLE-STORY BUILDINGS		1
NUMBER OF TWO-STORY BUILDINGS		0
MAXIMUM BUILDING HEIGHT		21-FT - 4-INCH
PROPOSED FLOOR AREA		7,900 SF
PROPOSED FLOOR AREA BY USE		RETAIL
REQUIRED PARKING (1:200 SQFT.)		40
PROVIDED PARKING		47
STANDARD		43
HANDICAP		2
ELECTRIC VEHICLE CHARGE POINTS		2
TOTAL		47
INVENTORY PARKING		-
REQUIRED LOADING SPACES		NONE
PROVIDED LOADING SPACES		NONE
AREA OF OUTSIDE STORAGE		NONE
PERCENTAGE OF OUTSIDE STORAGE		0

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION.
2. ALL DIMENSIONS ARE TO FACE OF CURB TO CENTER OF PAINT STRIPING, OR PERPENDICULAR TO THE PROPERTY LINE. ALL RADII ARE TO FACE OF CURB.
3. ALL CURB RADII ARE 3', UNLESS OTHERWISE NOTED.
4. COORDINATE CONTROL FOR PARKING DRIVES, DRIVEWAYS, AND ISLANDS IS AS SHOWN. NO OFFSETS FROM FACE OF CURB OR BUILDINGS ARE GIVEN.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION ANY DAMAGE DONE TO EXITING UTILITIES, FENCES, PAVEMENT, CURBS, DRIVEWAYS, SIDEWALKS, OR SIGNS.
6. CONTRACTOR SHALL PRESERVE ALL PROPERTY CORNER PINS/RODS, CONTROL POINTS, AND BENCHMARKS. IF ANY ARE DESTROYED OR REMOVED BY THE CONTRACTOR OR HIS EMPLOYEES, THEY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. THE BOUNDARY/TOPO SURVEY SHALL BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS.
8. ALL CURBS ARE 6" HIGH, UNLESS OTHERWISE NOTED.
9. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL CONFORM TO ALL APPLICABLE CITY OF FLORESVILLE AND WILSON COUNTY SPECIFICATIONS.
10. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING.
12. ALL CONCRETE SHALL BE 4,000 P.S.I. UNLESS OTHERWISE NOTED.
13. PROPOSED PARKING LOT STRIPING SHALL BE 4" SOLID YELLOW STRIPING UNLESS NOTED OTHERWISE. REFERENCE DETAIL SHEET FOR STRIPED ISLANDS.
14. REFERENCE LANDSCAPE PLANS FOR LANDSCAPING.
15. ALL PAVEMENT MARKINGS AND SIGNAGE OF ACCESSIBLE PARKING AREAS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT TAS AND ADA STANDARDS.
16. FIRE LANES SHALL BE PROVIDED IN ACCORDANCE WITH LITTLE ELM
17. REQUIREMENTS AND SHALL HAVE A MIN. INSIDE TURNING RADIUS OF 30', UNLESS OTHERWISE NOTED.
18. FIRE HYDRANTS SHALL BE PROVIDED IN ACCORDANCE WITH LITTLE ELM REQUIREMENTS.
19. ALL SCREENING WILL BE PROVIDED IN ACCORDANCE WITH LITTLE ELM REQUIREMENTS.
20. FINAL SIDEWALK DESIGN SHALL BE PROVIDED IN ACCORDANCE WITH APPROVED ZONING.

SITE PLAN

ELM LITTLE PROPERTY
BLOCK 'A' LOT 3
0.79 ACRES, ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134

LOT 3, BLOCK A, ELM LITTLE PROPERTY, AN ADDITION TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 2014-420, LAND RECORDS OF DENTON COUNTY, TEXAS.

OWNER/DEVELOPER:
3P LITTLE ELM LLC
5431 BEACON HILL DR
FRISCO, TEXAS 75034
PHONE: 214-838-4198
EMAIL: LOKESHP@HOTMAIL.COM

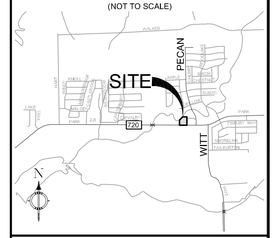
CIVIL ENGINEER:
RAO VASAMSETTI, P.E.
RAO'S CONSULTING ENGINEERS, LLC
P.O.BOX 592991
SAN ANTONIO, TX 78258
PHONE: 210-549-7557
EMAIL: RAO@RAOSENGINEERING.COM

PERMIT SET

REV. NO.	DESCRIPTION	DATE

Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

- PROPOSED CONCRETE HEADER CURB
- PROPOSED CONCRETE CURB
- EXISTING CONCRETE CURB
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- PROPOSED REMOTE FIRE DEPARTMENT CONNECTION
- MISC. TRAFFIC SIGN
- GUARD POST
- EXISTING WATER VALVE
- PROPOSED WATER VALVE
- LIGHT POLE
- POWER POLE
- TRAFFIC LIGHT
- ACCESSIBLE PARKING
- ELECTRIC VEHICLE CHARGE STATION
- EXISTING CONCRETE AREAS
- WHEELSTOP
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING OVERHEAD ELECTRIC
- RETAINING WALL
- SAWTOOTH CURB
- SINGLE LAMP LIGHT POLE
- RADIUS LINES REPRESENTS THE TRAVEL PATH OF THE FIRE TRUCK FOR FIRE DEPARTMENT REVIEW ONLY.

N W E S

30' 15' 0' 30' 60'
SCALE 1" = 30'

SIGNATURE/SEAL

10/21/2022
STATE OF TEXAS
RAO S. VASAMSETTI
104346
LICENSED PROFESSIONAL ENGINEER

RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.806.4095
ww.raosengineering.com

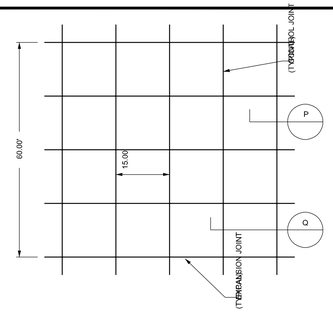
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

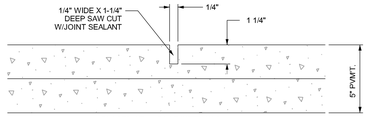
SITE PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C1.00
CHECKED BY : RV	



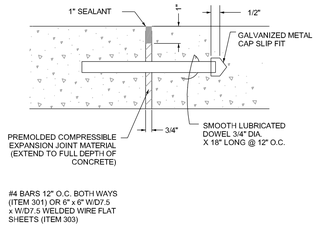
1 TYPICAL JOINT LAYOUT

N.T.S



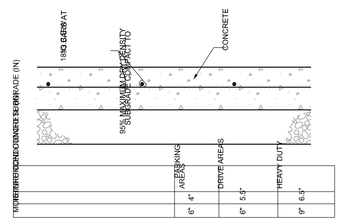
2 CONTROL JOINT

N.T.S



3 DOWELLED EXPANSION JOINT

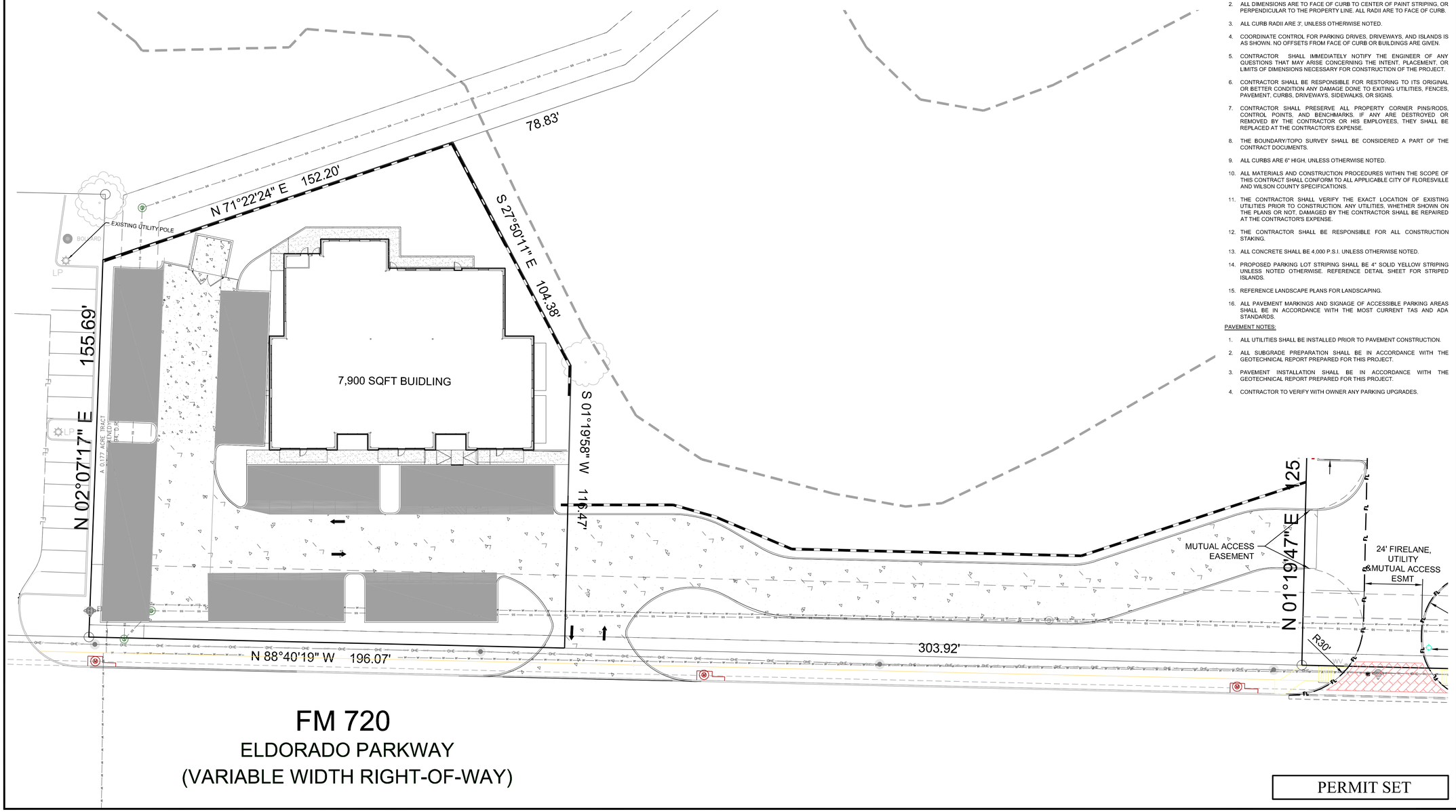
N.T.S



REF: GEOTECH REPORT BY

4 CONCRETE PAVEMENT

N.T.S



PERMIT SET

KEY NOTES:

1. CURB RAMP @ 12:1 MAX SLOPE
2. ACCESSIBLE SIGN AND WHEEL STOP
3. PROPOSED BOLLARD/GUARD POST CONFIRM EXACT LOCATION WITH CONSTRUCTION MANAGER
4. ASPHALT TO CONCRETE JUNCTION
5. MATCH EXISTING TOP OF PAVEMENT AND/OR TOP OF CURB ELEVATIONS
6. PROPOSED 4" SINGLE SOLID YELLOW STRIPE (TYP.)
7. PROPOSED 4" WIDE YELLOW STRIPE, 24" O.C.
8. PROPOSED LIGHT DUTYPAVEMENT
9. PROPOSED HEAVY DUTY PAVEMENT
10. PROPOSED 8" CONCRETE PAVEMENT
11. CONTRACTOR TO DOWEL IN PROPOSED CONCRETE PAVEMENT. SEE CONCRETE TO CONCRETE JUNCTION DETAIL ON THIS SHEET.
12. PROPOSED CONCRETE SIDEWALK
13. PROPOSED ADA PARKING STRIPING AND SYMBOLS
14. PROPOSED DRIVE THRU CLEARANCE SIGN
15. PROPOSED DIRECTIONAL ARROWS
16. TRUCK WHEEL STOP
17. LIMITS OF PROPOSED PAVING

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION.
2. ALL DIMENSIONS ARE TO FACE OF CURB TO CENTER OF PAINT STRIPING, OR PERPENDICULAR TO THE PROPERTY LINE. ALL RADII ARE TO FACE OF CURB.
3. ALL CURB RADII ARE 3', UNLESS OTHERWISE NOTED.
4. COORDINATE CONTROL FOR PARKING DRIVES, DRIVEWAYS, AND ISLANDS IS AS SHOWN. NO OFFSETS FROM FACE OF CURB OR BUILDINGS ARE GIVEN.
5. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS NECESSARY FOR CONSTRUCTION OF THE PROJECT.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION ANY DAMAGE DONE TO EXITING UTILITIES, FENCES, PAVEMENT, CURBS, DRIVEWAYS, SIDEWALKS, OR SIGNS.
7. CONTRACTOR SHALL PRESERVE ALL PROPERTY CORNER PINS/RODS, CONTROL POINTS, AND BENCHMARKS. IF ANY ARE DESTROYED OR REMOVED BY THE CONTRACTOR OR HIS EMPLOYEES, THEY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. THE BOUNDARY/TOPO SURVEY SHALL BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS.
9. ALL CURBS ARE 6" HIGH, UNLESS OTHERWISE NOTED.
10. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL CONFORM TO ALL APPLICABLE CITY OF FLORESVILLE AND WILSON COUNTY SPECIFICATIONS.
11. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING.
13. ALL CONCRETE SHALL BE 4,000 P.S.I. UNLESS OTHERWISE NOTED.
14. PROPOSED PARKING LOT STRIPING SHALL BE 4" SOLID YELLOW STRIPING UNLESS NOTED OTHERWISE. REFERENCE DETAIL SHEET FOR STRIPED ISLANDS.
15. REFERENCE LANDSCAPE PLANS FOR LANDSCAPING.
16. ALL PAVEMENT MARKINGS AND SIGNAGE OF ACCESSIBLE PARKING AREAS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT TAS AND ADA STANDARDS.

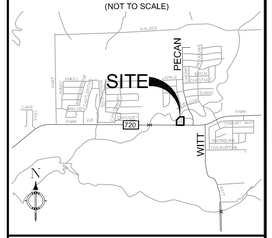
PAVEMENT NOTES:

1. ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION.
2. ALL SUBGRADE PREPARATION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT.
3. PAVEMENT INSTALLATION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT.
4. CONTRACTOR TO VERIFY WITH OWNER ANY PARKING UPGRADES.

REV. NO.	DESCRIPTION	DATE

Notes:

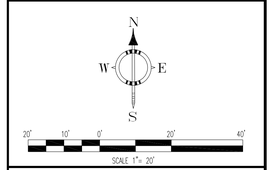
LOCATION MAP
(NOT TO SCALE)



LEGEND

PROPOSED 5" CONCRETE PAVEMENT

PROPOSED 6" CONCRETE PAVEMENT



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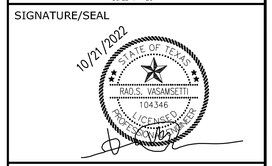


RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17055
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX:512.856.4595
ww.raosengineering.com

PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

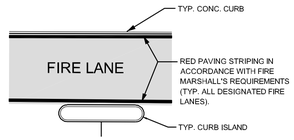
TITLE:

PAVING PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C1.10
DRAWN BY : MO	
CHECKED BY : RV	

NOTE

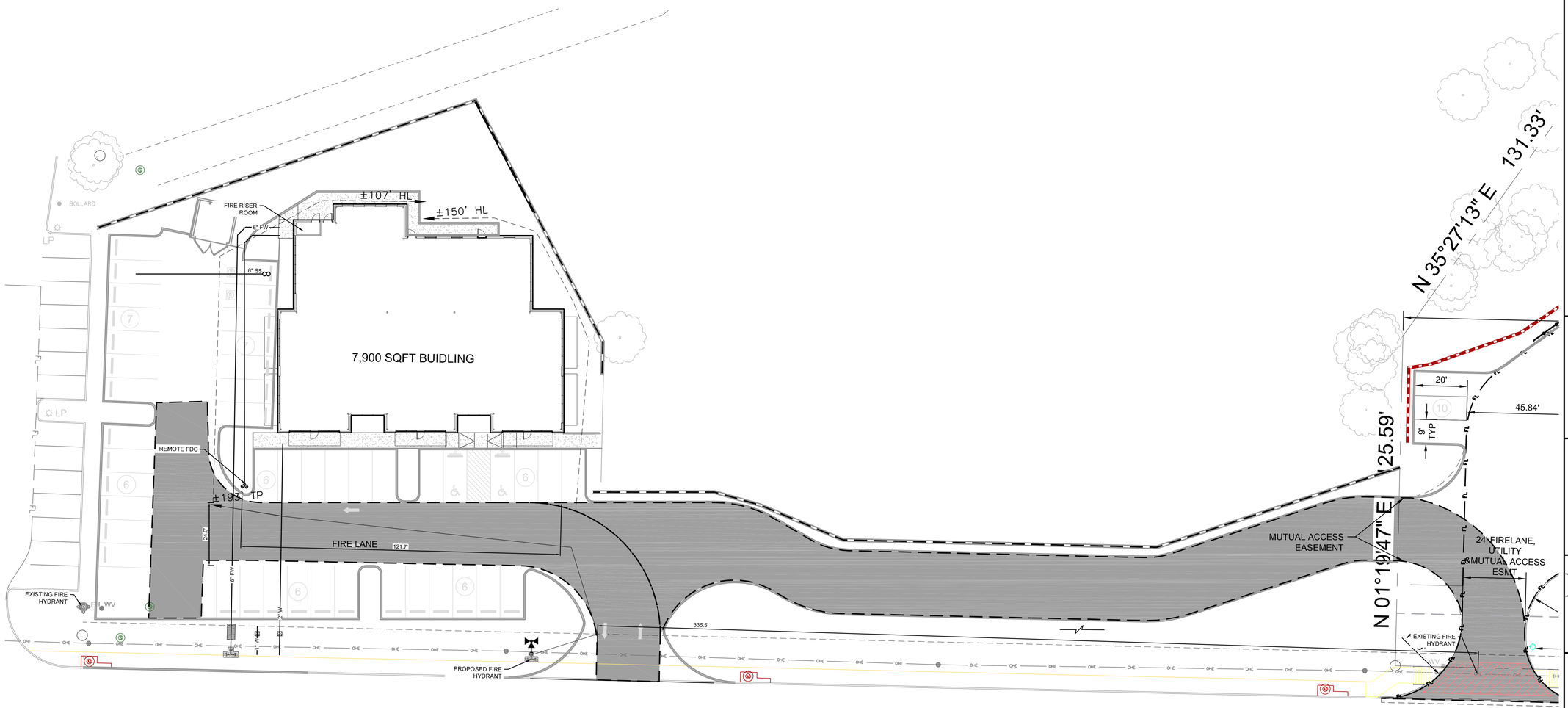
1. CONTRACTOR TO COORDINATE WITH COUNTY FIRE MARSHALL'S OFFICE & CITY OF FLORESVILLE AT BEGINNING OF CONSTRUCTION TO DETERMINE NUMBER AND LOCATION OF REQUIRED FIRE RELATED SIGNAGE PAINTING & STRIPING- INCLUDE THIS COST WITH BIDS.
2. WATER SUPPLY FOR FIRE PROTECTION SHALL BE MADE OPERATIONAL PRIOR TO COMBUSTIBLE MATERIAL ARRIVING ON SITE.
3. FIRE HYDRANTS SHALL BE RED IN COLOR AS PER SAWS REQUIREMENTS
4. ALL FDC CAPS SHALL HAVE KNOX LOCKS.
5. CONSTRUCTION ENTRANCE SHALL BE CAPABLE OF SUPPORTING VEHICLE LOADING UNDER ALL WEATHER CONDITIONS.



TYPICAL FIRE LANE DETAIL

N.T.S

(OPTIONAL AT FIRE MARSHALLS DISCRETION)



FM 720

ELDORADO PARKWAY

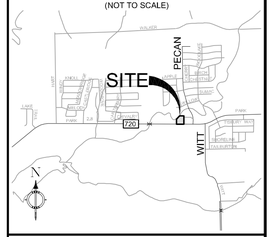
(VARIABLE WIDTH RIGHT-OF-WAY)

PERMIT SET

REV. NO.	DESCRIPTION	DATE

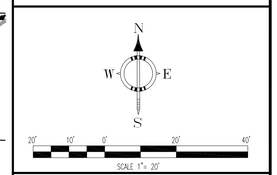
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

- FIRE LANE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- RADIUS LINES REPRESENTS THE TRAVEL PATH OF THE FIRE TRUCK FOR FIRE DEPARTMENT REVIEW ONLY.
- HOSE PULL BY TRUCK 350' MAX (NON-SPRINKLERED BLDG) 550' MAX (SPRINKLERED BLDG)
- HOSE LAY 150' MAX BY HAND (NON-SPRINKLERED BLDG.) 200' MAX BY HAND (SPRINKLERED BLDG
- HL HOSE LAY
- TP TRUCK PULL
- TP TRUCK PULL
- PROPOSED REMOTE FIRE DEPARTMENT CONNECTION (FDC)



SIGNATURE/SEAL

RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17595
P.O. BOX. 592391 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX:512.856.4595
ww.raosengineering.com

PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

FIRE PROTECTION PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C1.20
CHECKED BY : RV	

NOTE:

ALL THE SPOT ELEVATION SHOULD BE ADD 400.00 TO THE ELEVATION SHOWN.

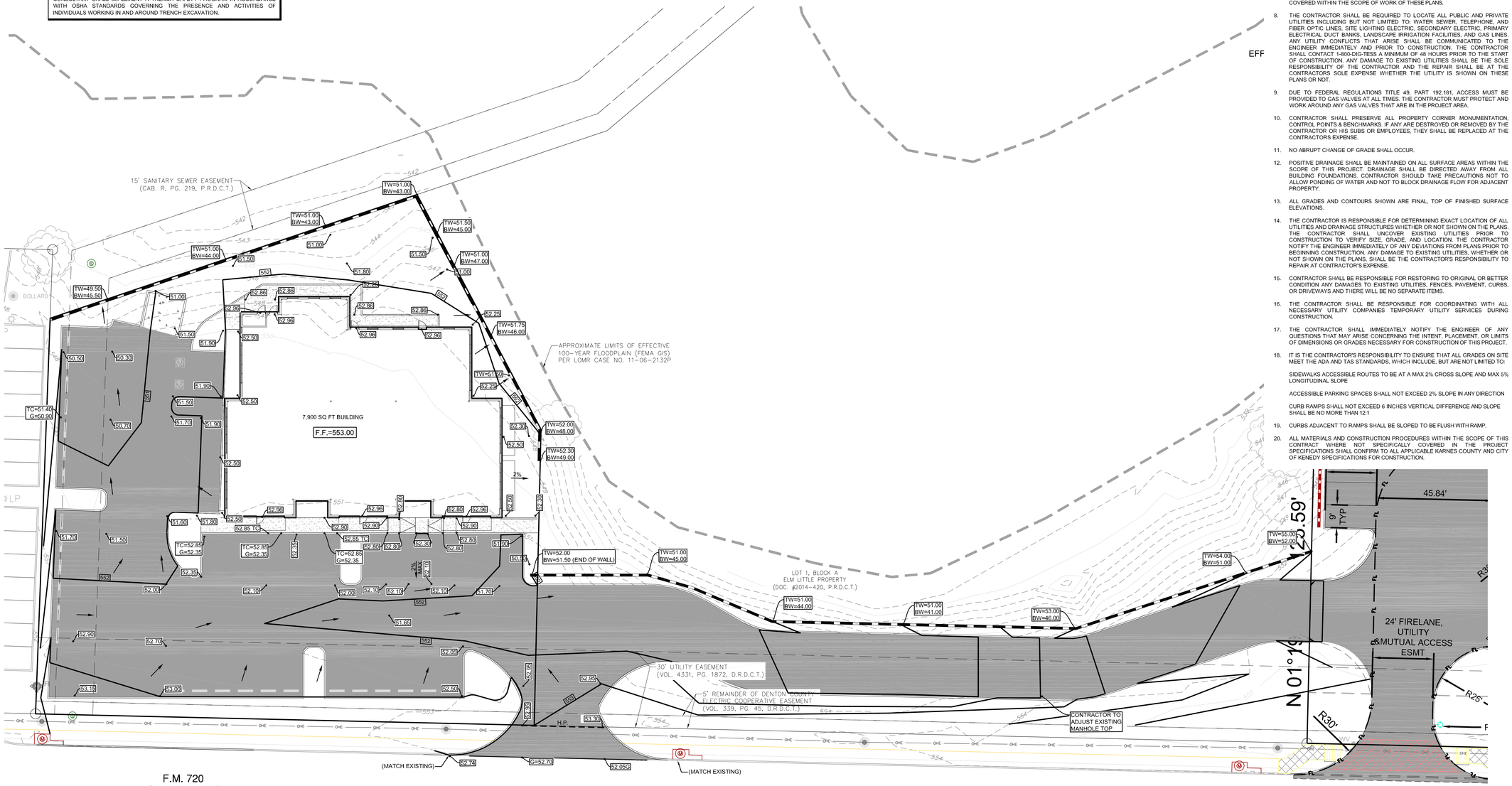
IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY PLAN AND CONSIDER EXISTING AND PROPOSED DRAINAGE PATTERNS DURING THE CONSTRUCTION OF THE PROJECT. IN ORDER TO ACCOMPLISH THIS, IT MAY BE NECESSARY TO PHASE THE GRADING, CONSTRUCT TEMPORARY BERMS AND SWALES WHILE FACTORING IN SURROUNDING CONDITIONS TO PROPERLY DIRECT AND CONTROL SURFACE RUNOFF. ADDITIONALLY, THE CONTRACTOR SHOULD TAKE INTO ACCOUNT THE TIMING OF CONSTRUCTING PONDS, CHANNELS AND STORM DRAINAGE SYSTEMS.

TRENCH EXCAVATION SAFETY PROTECTION

CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

GRADING NOTES:

1. SITE PREPARATION, GRADING, EXCAVATION AND FILL SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL REPORT AND SPECIFICATIONS.
2. ALL SELECT FILL MATERIAL PROVIDED SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING AND COMPACTING.
3. ALL ELEVATIONS AND PROPOSED CONTOURS SHOWN ON THIS GRADING PLAN REFLECT FINISHED GRADES. THE THICKNESS OF PAVING, BASE, GRASS, TOPSOIL, AND MULCH MUST BE SUBTRACTED TO OBTAIN SUBGRADE ELEVATIONS.
4. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS OR GRADES NECESSARY FOR CONSTRUCTION OF THIS PROJECT.
5. THE CONTRACTOR SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSION BEFORE COMMENCEMENT OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
6. THE CONTRACTOR SHALL REMOVE TOP SOIL, GRASS, ROOTS, DEBRIS, ETC. AND DISPOSE OFF SITE THOSE MATERIALS NOT SUITABLE FOR EMBANKMENT AND TOPSOIL. CLEAN STRIPPING AND TOPSOIL MAY BE STOCKPILED ON SITE FOR REUSE IN A LOCATION SPECIFIED BY THE OWNER.



F.M. 720
(ELDORADO PARKWAY)
(VARIABLE WIDTH RIGHT-OF-WAY)

FM 720
ELDORADO PARKWAY

BENCHMARK "A"

DESCRIPTION
"X" MARK ON FIRE HYDRANT
N:7111817.12
E: 2455948.39

ELEVATION =552.14'

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY THE BENCHMARK DEPICTED ON THIS DRAWING AND REPORT ANY DISCREPANCIES IN THE ELEVATION OR DESCRIPTION TO THE CIVIL ENGINEER IMMEDIATELY.

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION. NO WORK SHALL BE PERFORMED IN A PUBLIC RIGHT-OF-WAY WITHOUT A PERMIT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED TESTING, APPROVALS AND ACCEPTANCES REQUIRED TO COMPLETE CONSTRUCTION OF THIS PROJECT.
3. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THIS SCOPE OF WORK SHALL COMPLY WITH THE PROJECT GEOTECHNICAL REPORT, THE PROJECT SPECIFICATIONS, THE CURRENT APPLICABLE CITY, COUNTY AND/OR TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND WATER AND SEWER PURVEYOR STANDARD SPECIFICATIONS.
4. CONTRACTOR IS RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION ANY DAMAGE DONE TO EXISTING UTILITIES, FENCES, PAVEMENT, CURBS, DRIVEWAYS, SIDEWALKS, SIGNS OR OTHER ITEMS INTENDED TO REMAIN.
5. CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT, CURBS AND SIDEWALKS AT NEW PAVEMENT, CURB AND SIDEWALK JUNCTURES. NO JAGGED OR IRREGULAR CUTS WILL BE ACCEPTED.
6. ALL AREA DISTURBED BY CONSTRUCTION SHALL BE REVEGETATED AFTER CONSTRUCTION IS COMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING VEGETATION IN ALL DISTURBED AREAS BY PERIODIC WATERING OR OTHER APPROVED MEANS. REFERENCE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
7. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT OR LIMITS OF ALL ITEMS COVERED WITHIN THE SCOPE OF WORK OF THESE PLANS.
8. THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER SEWER, TELEPHONE, AND FIBER OPTIC LINES, SITE LIGHTING ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCT BANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHALL BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT THE CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.
9. DUE TO FEDERAL REGULATIONS TITLE 49, PART 192.181, ACCESS MUST BE PROVIDED TO GAS VALVES AT ALL TIMES. THE CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
10. CONTRACTOR SHALL PRESERVE ALL PROPERTY CORNER MONUMENTATION, CONTROL POINTS & BENCHMARKS. IF ANY ARE DESTROYED OR REMOVED BY THE CONTRACTOR OR HIS SUBS OR EMPLOYEES, THEY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
11. NO ABRUPT CHANGE OF GRADE SHALL OCCUR.
12. POSITIVE DRAINAGE SHALL BE MAINTAINED ON ALL SURFACE AREAS WITHIN THE SCOPE OF THIS PROJECT. DRAINAGE SHALL BE DIRECTED AWAY FROM ALL BUILDING FOUNDATIONS. CONTRACTOR SHOULD TAKE PRECAUTIONS NOT TO ALLOW PONDING OF WATER AND NOT TO BLOCK DRAINAGE FLOW FOR ADJACENT PROPERTY.
13. ALL GRADES AND CONTOURS SHOWN ARE FINAL, TOP OF FINISHED SURFACE ELEVATIONS.
14. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL UTILITIES AND DRAINAGE STRUCTURES WHETHER OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES PRIOR TO CONSTRUCTION TO VERIFY SIZE, GRADE, AND LOCATION. THE CONTRACTOR NOTIFY THE ENGINEER IMMEDIATELY OF ANY DEVIATIONS FROM PLANS PRIOR TO BEGINNING CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AT CONTRACTOR'S EXPENSE.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ORIGINAL OR BETTER CONDITION ANY DAMAGES TO EXISTING UTILITIES, FENCES, PAVEMENT, CURBS, OR DRIVEWAYS AND THERE WILL BE NO SEPARATE ITEMS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL NECESSARY UTILITY COMPANIES TEMPORARY UTILITY SERVICES DURING CONSTRUCTION.
17. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS OR GRADES NECESSARY FOR CONSTRUCTION OF THIS PROJECT.
18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL GRADES ON SITE MEET THE ADA AND TAS STANDARDS, WHICH INCLUDE, BUT ARE NOT LIMITED TO:

    SIDEWALKS ACCESSIBLE ROUTES TO BE AT A MAX 2% CROSS SLOPE AND MAX 5% LONGITUDINAL SLOPE

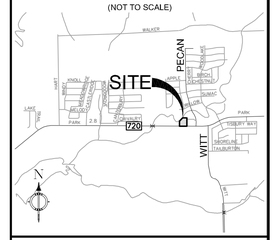
    ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION

    CURB RAMPS SHALL NOT EXCEED 6 INCHES VERTICAL DIFFERENCE AND SLOPE SHALL BE NO MORE THAN 12:1
19. CURBS ADJACENT TO RAMPS SHALL BE SLOPED TO BE FLUSH WITH RAMP.
20. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT WHERE NOT SPECIFICALLY COVERED IN THE PROJECT SPECIFICATIONS SHALL CONFIRM TO ALL APPLICABLE KARNES COUNTY AND CITY OF KENEDY SPECIFICATIONS FOR CONSTRUCTION.

REV. NO.	DESCRIPTION	DATE

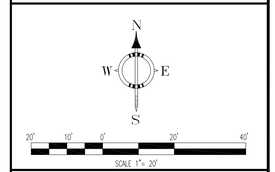
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

59.50TC / 59.00GU	EXISTING TOP OF CURB AND GUTTER ELEVATIONS
+ 59.00	EXISTING SPOT ELEVATION
300	PROPOSED CONTOUR (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)
300	EXISTING CONTOUR
	PROPOSED RIDGE
	DEFINED SWALE
	PROPOSED RETAINING WALL
F.F.=307.50	PROPOSED FIN. FLOOR ELEVATION
	OVERLAND FLOW DIRECTION
	BENCHMARK
	GRATE
SD	PROPOSED STORM DRAIN
SD	EXISTING STORM DRAIN
300.00 INV	PROPOSED POND INVERT
300.00 TOW	PROPOSED TOP OF RETAINING WALL
300.00 BOW	PROPOSED BOTTOM OF RETAINING WALL
300.00	PROPOSED SPOT ELEVATION (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)



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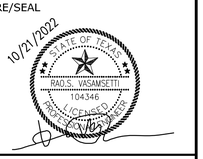

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PROJECT DESCRIPTION:

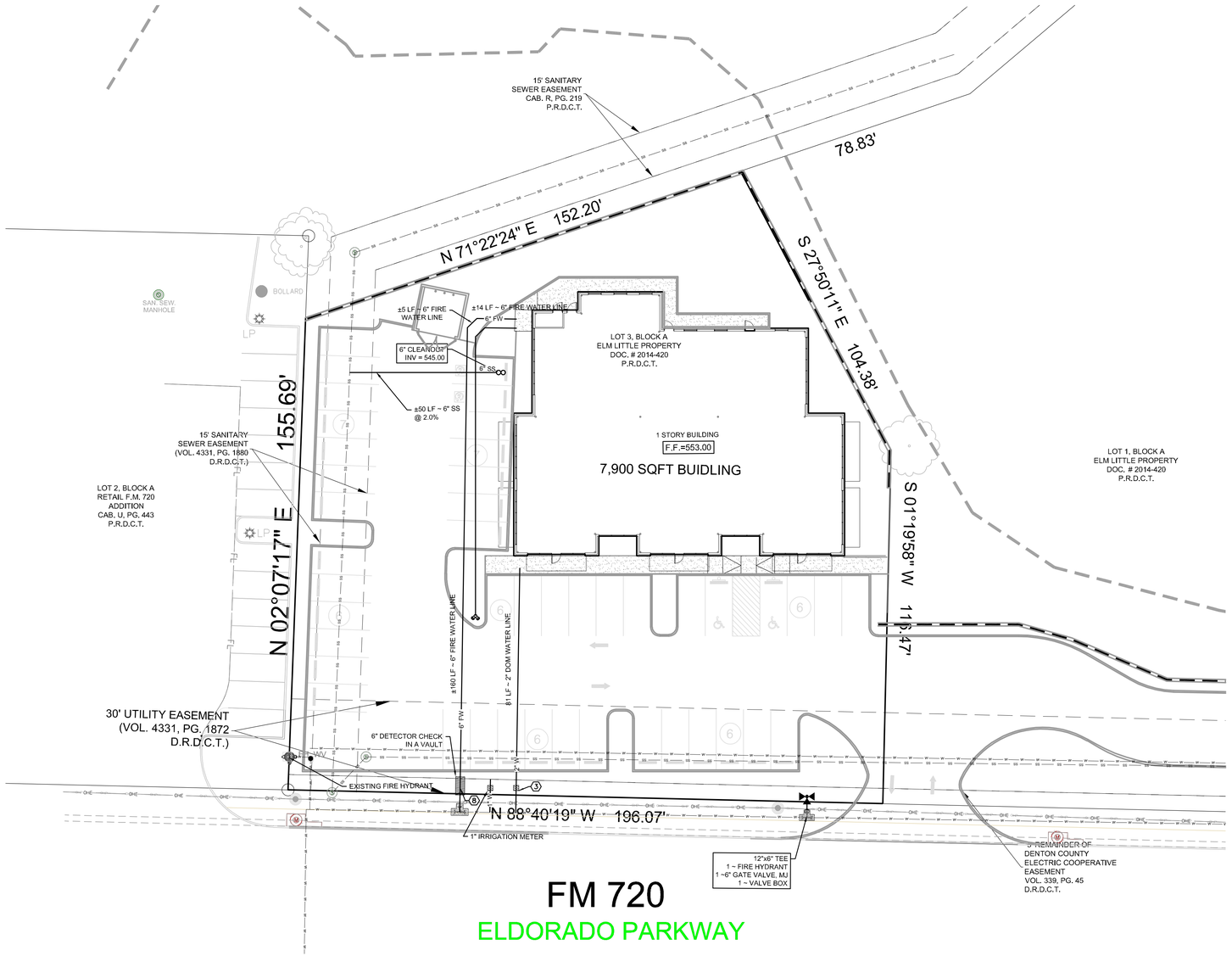
3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

GRADING PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C2.00
DRAWN BY : MO	
CHECKED BY : RV	

PERMIT SET



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'X' MARK ON FIRE HYDRANT
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NOTE:
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UTILITY NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION.
2. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL CONFORM TO ALL APPLICABLE TOWN OF LITTLE ELM RULES AND REQUIREMENTS.
3. THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATELY ONLY. ACTUAL LOCATIONS AND DEPTHS OF UTILITIES MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO LOCATE UTILITY SERVICE LINES AS REQUIRED FOR CONSTRUCTION AND TO NOTIFY THE ENGINEER IMMEDIATELY OR ANY CONFLICTS. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE CONTRACTOR'S RESPONSIBILITY TO REPAIR AT HIS EXPENSE.
4. CONTRACTOR SHALL VERIFY EXACT LOCATION OF UNDERGROUND UTILITIES AND DRAINAGE SYSTEMS WHETHER OR NOT SHOWN PLANS.
5. ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION.
6. ALL UTILITY CONNECTIONS SHALL BE COORDINATED WITH THE MECHANICAL, ELECTRICAL AND PLUMBING PLANS. CONTRACTOR TO NOTIFY ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL INSTALL ANDY BENDS, FITTINGS OR PIPE IN THE WATER LINE AS REQUIRED TO AVOID CONFLICTS WITH OTHER UTILITIES (NOT SEPARATE PAY ITEM).
8. NO WATER JETTING TO BACK FILL TRENCHES WILL BE ALLOWED ON THIS PROJECT.
9. REFERENCE ELECTRICAL PLANS FOR PARKING LOT AND SIGNAGE LIGHTING WHICH MAY BE IN THE SCOPE OF WORK.
10. REFERENCE LANDSCAPE, ELECTRICAL, AND OTHER PLANS FOR ADDITIONAL CONDUITS REQUIRED.
11. SANITARY SEWER PIPE SIX INCHES (6") AND SMALLER SHALL BE SDR 40 CONFORMING TO ASTM D1785 AND INSTALLED PER SPECIFICATIONS. FITTINGS AND JOINTS SHALL CONFORM TO COMPATIBLE SDR 35 PIPE WITH THE EXCEPTION THAT SOLVENT CEMENT JOINTS SHALL NOT BE USED.
12. CONTRACTOR SHALL INSTALL THE SANITARY SEWER SYSTEM OUTSIDE OF THE BUILDING IN ACCORDANCE WITH PROCEDURES SPECIFIED BY THE LOCAL PLUMBING CODE. FOR PROJECTS WITHIN THE CITY LIMITS, THE LINE SHALL BE INSPECTED BY THE CITY INSPECTOR.
13. WHEN SEWER LINES ARE INSTALLED IN THE VICINITY OF WATER MAINS, SUCH INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH THE TEXAS DEPARTMENT OF HEATH RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS (1988 OR ANY REVISIONS THERETO).
14. DUE TO FEDERAL REGULATIONS TITLE 49, PARK 192.181, LDC GAS COMPANY MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES. CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
15. ALL SPOIL AND OTHER UNSUITABLE MATERIAL FROM THIS WORK SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AT THIS EXPENSE.
16. ALL SERVICES ARE BROUGHT TO WITHIN 5' OF THE BUILDING. CONTRACTOR SHALL INCLUDE IN THEIR BID THE COST TO CONNECT SERVICES TO THE BUILDING WHETHER OR NOT SHOWN ON THE PLANS.
17. CLEAN OUTS AND VALVE BOXES SHALL BE INSTALLED IN ACCORDANCE WITH THE PLUMBING CODE AND AS DIRECTED BY THE PLUMBING INSPECTOR. ALL CLEAN OUT AND VALVE BOX TOPS SHALL BE INSTALLED AT LEAST 2" ABOVE FINISHED GRADE OUTSIDE PAVEMENT AND FLUSH WITH FINISHED GRADE WITHIN THE PAVEMENT AREAS.
18. CONTRACTOR TO CONTACT UTILITY COMPANY TO VERIFY MATERIALS TO BE USED FOR SERVICES AND CONNECTIONS.
19. 2-INCH (2") DOMESTIC WATER LINE TO BE PVC SCHEDULE 40.

KEY NOTES:

1. CONTRACTOR TO REFERENCE MEP DRAWINGS FOR CONTINUATION OF UTILITIES INTO BUILDING.
2. CONTRACTOR TO VERITY LOCATION AND DEPTH OF EXISTING WATER LINE PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS OR DISCREPANCY.
3. CONTRACTOR TO INSTALL 1 1/2-INCH DOMESTIC WATER LINE, WHICH SHALL BE CONSTRUCTED OF C900 PVC, AND TO CONNECT TO EXISTING WATER LINE WITH A TAPPING SLEEVE AND VALVE. SEE DETAIL SHEET FOR WATER SERVICE CONNECTION DETAIL.
4. PROPOSED UNDERGROUND POWER.
5. LOCATION TO EXISTING 4-INCH GAS MAIN APPROXIMATE AND NOT FIELD VERIFIED. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING GAS MAIN PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS.
6. CONTRACTOR TO COORDINATE GAS INSTALLATION WITH
7. CONTRACTOR TO INSTALL PROPOSED 2 ½" GAS LINE AND CONNECT TO EXISTING GAS MAIN.
8. CONTRACTOR TO INSTALL 1-INCH IRRIGATION WATER LINE AND METER. REFER TO IRRIGATION PLANS FOR BACKFLOW PREVENTOR AND CONTINUATION

CAUTION!!!
CONTRACTOR TO VERIFY EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND IMMEDIATELY NOTIFY ENGINEER OF ANY CONFLICTS.

NOTE:
REFER TO MEP PLANS FOR SLEEVES/CONDUITS FOR PARKING LOT LIGHTS, AND COMMUNICATIONS TO PROPOSED MENU BOARD.
CONTRACTOR TO ENSURE THERE ARE NOT CONFLICTS BETWEEN LIGHT POLE BASES AND ANY UTILITIES.
UTILITY CONTRACTORS TO CONTACT PUBLIC UTILITY COMPANIES AND CITY OF FLORESVILLE TO CONFIRM WHAT IS NEEDED FOR A COMPLETE TURNKEY FINAL PRODUCT FOR THIS BID.

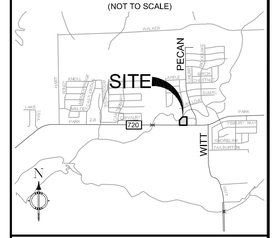
TRENCH EXCAVATION SAFETY PROTECTION
CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SD	EXISTING STORM DRAIN
SS	EXISTING SANITARY SEWER LINE
W	EXISTING WATER LINE
GAS	EXISTING GAS LINE
OT	EXISTING OVERHEAD TELEPHONE
UT	EXISTING UNDERGROUND TELEPHONE
OHE	EXISTING OVERHEAD ELECTRIC
UE	EXISTING UNDERGROUND ELECTRIC
DW	PROPOSED DOMESTIC WATER LINE
W	PROPOSED WATER LINE
I	PROPOSED IRRIGATION LINE
SS	PROPOSED SANITARY SEWER LINE
SD	PROPOSED STORM DRAIN
G	PROPOSED GAS LINE
F	PROPOSED FIRE LINE
T	THRUST BLOCKING
E	EXISTING ELECTRIC METER
	EXISTING CLEAN-OUT
	EXISTING WATER VALVE
W	EXISTING WATER METER
W	PROPOSED WATER METER
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	PROPOSED FIRE DEPARTMENT CONNECTION
	PROPOSED REMOTE FIRE DEPARTMENT CONNECTION
	EXISTING LIGHT POLE

N
W E
S
20' 10' 0' 20' 40'
SCALE 1"= 20'

SIGNATURE/SEAL

10/21/2022
STATE OF TEXAS
RAO S. VASAMSETTI
104346
LICENSED PROFESSIONAL ENGINEER

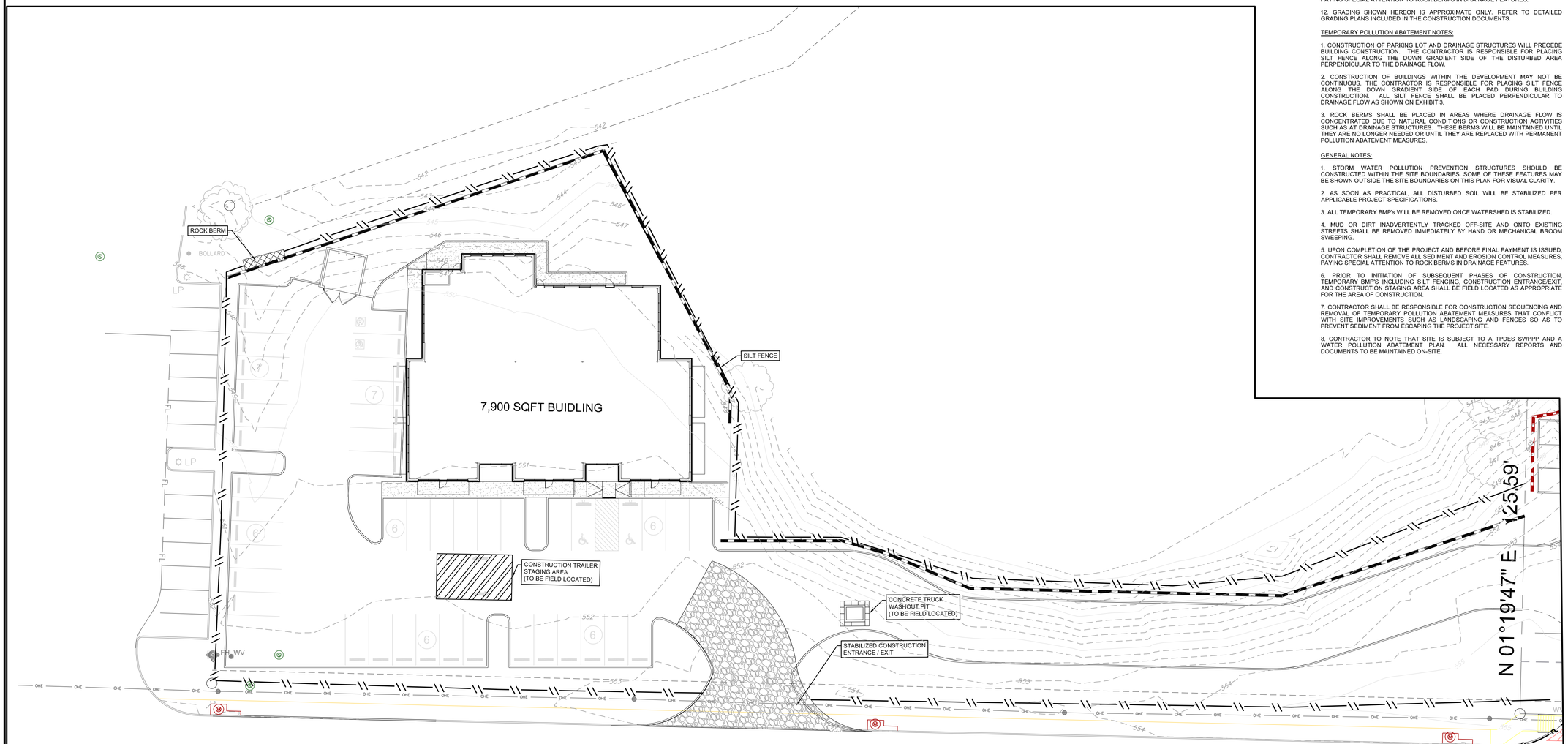
RCE RAO'S CONSULTING ENGINEERS
TXPE: F-9994/1595
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX:512.856.4595
ww.raoengineering.com

PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:
UTILITY PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C3.00
DRAWN BY : MO	
CHECKED BY : RV	



FM 720
ELDORADO PARKWAY
(VARIABLE WIDTH RIGHT-OF-WAY)

PERMIT SET

BENCHMARK "A"

DESCRIPTION
COTTON SPINDLE IN UTILITY POLE
N:13480858.22
E: 2334552.10

ELEVATION =306.54'

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY THE BENCHMARK DEPICTED ON THIS DRAWING AND REPORT ANY DISCREPANCIES IN THE ELEVATION OR DESCRIPTION TO THE CIVIL ENGINEER IMMEDIATELY.

STORM WATER POLLUTION PREVENTION NOTES:

1. DO NOT DISTURB VEGETATED AREAS (TREES, GRASS, WEEDS, BRUSH, ETC.) ANY MORE THAN NECESSARY FOR CONSTRUCTION.

2. CONSTRUCTION ENTRANCE/EXIT LOCATION, CONCRETE WASHOUT PIT, AND CONSTRUCTION EQUIPMENT AND MATERIAL STORAGE YARD TO BE DETERMINED IN THE FIELD.

3. STORM WATER POLLUTION PREVENTION CONTROLS MAY NEED TO BE MODIFIED IN THE FIELD TO ACCOMPLISH THE DESIRED EFFECT. ALL MODIFICATIONS ARE TO BE NOTED ON THIS EXHIBIT AND SIGNED AND DATED BY THE RESPONSIBLE PARTY.

4. RESTRICT ENTRY/EXIT TO THE PROJECT SITE TO DESIGNATED LOCATIONS BY USE OF ADEQUATE FENCING, IF NECESSARY.

5. ALL STORM WATER POLLUTION PREVENTION CONTROLS ARE TO BE MAINTAINED AND IN WORKING CONDITIONS AT ALL TIMES.

6. FOR A COMPLETE LISTING OF TEMPORARY STORM WATER POLLUTION PREVENTION CONTROLS REFER TO THE TPDES STORM WATER POLLUTION PREVENTION PLAN.

7. STORM WATER POLLUTION PREVENTION STRUCTURES SHOULD BE CONSTRUCTED WITHIN THE SITE BOUNDARIES. SOME OF THESE FEATURES MAY BE SHOWN OUTSIDE THE SITE BOUNDARIES ON THIS PLAN FOR VISUAL CLARITY.

8. AS SOON AS PRACTICAL, ALL DISTURBED SOIL THAT WILL NOT BE COVERED BY IMPERVIOUS COVER SUCH AS PARKWAY AREAS, EASEMENT AREAS, EMBANKMENT SLOPES, ETC. WILL BE STABILIZED PER APPLICABLE PROJECT SPECIFICATIONS.

9. BEST MANAGEMENT PRACTICES MAY BE INSTALLED IN STAGES TO COINCIDE WITH THE DISTURBANCE OF UPGRADIENT AREAS.

10. BEST MANAGEMENT PRACTICES MAY BE REMOVED IN STAGES ONCE THE WATER SHED FOR THAT PORTION CONTROLLED BY THE BEST MANAGEMENT PRACTICES HAS BEEN STABILIZED IN ACCORDANCE WITH TPDES REQUIREMENTS.

11. UPON COMPLETION OF THE PROJECT AND BEFORE FINAL PAYMENT IS ISSUED, CONTRACTOR SHALL REMOVE ALL SEDIMENT & EROSION CONTROL MEASURES, PAYING SPECIAL ATTENTION TO ROCK BERMS IN DRAINAGE FEATURES.

12. GRADING SHOWN HEREON IS APPROXIMATE ONLY. REFER TO DETAILED GRADING PLANS INCLUDED IN THE CONSTRUCTION DOCUMENTS.

TEMPORARY POLLUTION ABATEMENT NOTES:

1. CONSTRUCTION OF PARKING LOT AND DRAINAGE STRUCTURES WILL PRECEDE BUILDING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR PLACING SILT FENCE ALONG THE DOWN GRADIENT SIDE OF THE DISTURBED AREA PERPENDICULAR TO THE DRAINAGE FLOW.

2. CONSTRUCTION OF BUILDINGS WITHIN THE DEVELOPMENT MAY NOT BE CONTINUOUS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING SILT FENCE ALONG THE DOWN GRADIENT SIDE OF EACH PAD DURING BUILDING CONSTRUCTION. ALL SILT FENCE SHALL BE PLACED PERPENDICULAR TO DRAINAGE FLOW AS SHOWN ON EXHIBIT 3.

3. ROCK BERMS SHALL BE PLACED IN AREAS WHERE DRAINAGE FLOW IS CONCENTRATED DUE TO NATURAL CONDITIONS OR CONSTRUCTION ACTIVITIES SUCH AS AT DRAINAGE STRUCTURES. THESE BERMS WILL BE MAINTAINED UNTIL THEY ARE NO LONGER NEEDED OR UNTIL THEY ARE REPLACED WITH PERMANENT POLLUTION ABATEMENT MEASURES.

GENERAL NOTES:

1. STORM WATER POLLUTION PREVENTION STRUCTURES SHOULD BE CONSTRUCTED WITHIN THE SITE BOUNDARIES. SOME OF THESE FEATURES MAY BE SHOWN OUTSIDE THE SITE BOUNDARIES ON THIS PLAN FOR VISUAL CLARITY.

2. AS SOON AS PRACTICAL, ALL DISTURBED SOIL WILL BE STABILIZED PER APPLICABLE PROJECT SPECIFICATIONS.

3. ALL TEMPORARY BMP's WILL BE REMOVED ONCE WATERSHED IS STABILIZED.

4. MUD OR DIRT INADVERTENTLY TRACKED OFF-SITE AND ONTO EXISTING STREETS SHALL BE REMOVED IMMEDIATELY BY HAND OR MECHANICAL BROOM SWEEPING.

5. UPON COMPLETION OF THE PROJECT AND BEFORE FINAL PAYMENT IS ISSUED, CONTRACTOR SHALL REMOVE ALL SEDIMENT AND EROSION CONTROL MEASURES, PAYING SPECIAL ATTENTION TO ROCK BERMS IN DRAINAGE FEATURES.

6. PRIOR TO INITIATION OF SUBSEQUENT PHASES OF CONSTRUCTION, TEMPORARY BMP'S INCLUDING SILT FENCING, CONSTRUCTION ENTRANCE/EXIT, AND CONSTRUCTION STAGING AREA SHALL BE FIELD LOCATED AS APPROPRIATE FOR THE AREA OF CONSTRUCTION.

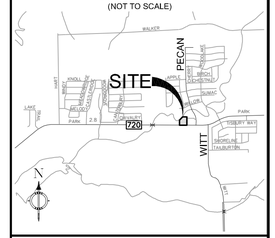
7. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION SEQUENCING AND REMOVAL OF TEMPORARY POLLUTION ABATEMENT MEASURES THAT CONFLICT WITH SITE IMPROVEMENTS SUCH AS LANDSCAPING AND FENCES SO AS TO PREVENT SEDIMENT FROM ESCAPING THE PROJECT SITE.

8. CONTRACTOR TO NOTE THAT SITE IS SUBJECT TO A TPDES SWPPP AND A WATER POLLUTION ABATEMENT PLAN. ALL NECESSARY REPORTS AND DOCUMENTS TO BE MAINTAINED ON-SITE.

REV. NO.	DESCRIPTION	DATE

Notes:

LOCATION MAP
(NOT TO SCALE)

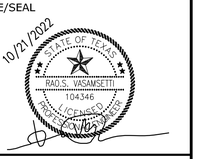


LEGEND

- SILT FENCE
- STABILIZED CONSTRUCTION ENTRANCE
- CONCRETE TRUCK WASHOUT PIT
- ROCK BERM
- INLET W/PROTECTION
- ROCK BERM
- 780 — EXISTING CONTOUR
- 100 — PROPOSED CONTOUR (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)
- DEFINED SWALE
- DRAINAGE FLOW (EXISTING)
- GRATE
- PROJECT LIMITS
- DISTURBED AREA LIMITS

N
W E
S
20' 10' 0' 20' 40'
SCALE 1"= 20'

SIGNATURE/SEAL



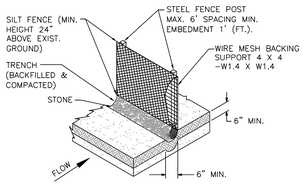
RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX:512.856.4095
ww.raosengineering.com

PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:
EROSION CONTROL PLAN

DATE : 10/21/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C4.00
CHECKED BY : RV	



TYPICAL SILT FENCE DETAIL

NOT TO SCALE

SILT FENCE NOTES:

1.) STEEL POSTS, WHICH SUPPORT THE SILT FENCE, SHOULD BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 1-FOOT DEEP.

2.) LAY OUT FENCING DOWN-SLOPE OF DISTURBED AREA, FOLLOWING THE CONTOUR AS CLOSELY AS POSSIBLE. THE FENCE SHOULD BE SITED SO THAT THE MAXIMUM DRAINAGE AREA IS 1/4 ACRE/100 FEET OF FENCE.

3.) THE TOE OF THE SILT FENCE SHOULD BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWN-SLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (E.G., PAVEMENT OR ROCK OUTCROP), WEIGHT FABRIC FLAP WITH 3 INCHES OF PEA GRAVEL ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.

4.) THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.

5.) SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST. THERE SHOULD BE A 3-FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.

6.) INSPECT ALL FENCING WEEKLY, AND AFTER ANY RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY, AS NEEDED.

7.) ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

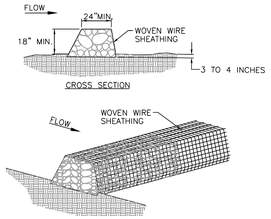
8.) REPLACE ANY TORN FABRIC OR INSTALL A SECOND LINE OF FENCING PARALLEL TO THE TORN SECTION 6.

9.) REPLACE OR REPAIR ANY SECTIONS CRUSHED OR COLLAPSED IN THE COURSE OF CONSTRUCTION ACTIVITY. IF A SECTION OF FENCE IS OBSTRUCTING VEHICULAR ACCESS, CONSIDER RELOCATING IT TO A SPOT WHERE IT WILL PROVIDE EQUAL PROTECTION, BUT WILL NOT OBSTRUCT VEHICLES. A TRIANGULAR FILTER DIKE MAY BE PREFERABLE TO A SILT FENCE AT COMMON VEHICLE ACCESS POINTS.

10.) WHEN CONSTRUCTION IS COMPLETE, THE SEDIMENT SHOULD BE DISPOSED OF IN A MANNER THAT WILL NOT CAUSE ADDITIONAL SILTATION AND THE PRIOR LOCATION OF THE SILT FENCE SHOULD BE REVEGETATED. THE FENCE ITSELF SHOULD BE DISPOSED OF IN A APPROVED LANDFILL.

11.) DESIGNATED SILT FENCE CONSIST OF THE FOLLOWING: GEOTECHNICAL FILTER FABRIC, STRETCHED AND SECURED TO THREE FOOT HIGH WIRE FENCING AND SUPPORTED BY STEEL POSTS AT A MAXIMUM SPACING OF 6 FEET. THE BOTTOM 6 INCHES OF FABRIC SHALL BE BURRIED.

12.) MAINTENANCE AND INSPECTIONS SHALL BE AS DESIGNATED IN THE STORM WATER POLLUTION PREVENTION PLAN.

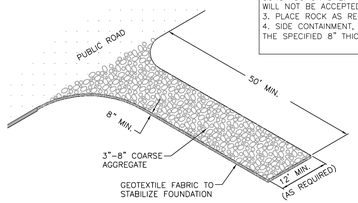


ROCK BERM

NOT TO SCALE

ROCK BERM NOTES

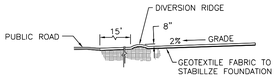
1. THE BERM STRUCTURE SHOULD BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE DIAMETER OF 20 GAUGE GALVANIZED AND SHOULD BE SECURED WITH SHOAT RINGS.
2. CLEAN, OPEN GRADED 3 TO 5 INCH DIAMETER ROCK SHOULD BE USED, EXCEPT IN AREAS WHERE HIGH VELOCITIES OR LARGE VOLUMES OF FLOW ARE EXPECTED, WHERE 5 TO 8 INCH DIAMETER ROCKS MAY BE USED.
3. BERM SHOULD HAVE A TOP WIDTH OF 2 FEET MINIMUM WITH SIDE SLOPES BEING 2:1 (H:V) OR FLATTER. HEIGHT OF ROCK BERM SHALL NOT BE LESS THAN 18".
4. WRAP THE WIRE SHEATHING AROUND THE ROCK AND SECURE WITH TIE WIRE SO THAT THE ENDS OF THE SHEATHING OVERLAP AT LEAST 2 INCHES, AND THE BERM RETAINS ITS SHAPE WHEN WALKED UPON.
5. THE ENDS OF THE BERM SHOULD BE TIED INTO EXISTING UPSLOPE GRADE AND THE BERM SHOULD BE BURIED IN A TRENCH APPROXIMATELY 3 TO 4 INCHES DEEP.
6. BERM SHALL BE INSTALLED PERPENDICULAR TO DIRECTION OF FLOW.
7. INSPECTION SHOULD BE MADE WEEKLY AND AFTER EACH RAINFALL. FOR INSTALLATIONS IN STREAMBEDS, ADDITIONAL DAILY INSPECTIONS SHOULD BE MADE.
8. REMOVE SEDIMENT AND OTHER DEBRIS WHEN BUILDUP REACHES 6 INCHES. DISPOSE OF THE ACCUMULATED SILT IN AN APPROVED MANNER THAT WILL NOT CAUSE ANY ADDITIONAL SILTATION.
9. THE BERM SHOULD BE RESHAPED AND REPAIRED AS NEEDED DURING INSPECTION.
10. THE BERM SHOULD BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
11. THE ROCK BERM SHOULD BE LEFT IN PLACE UNTIL ALL UPSTREAM AREAS ARE STABILIZED AND ACCUMULATED SITE REMOVED.



STABILIZED CONSTRUCTION ENTRANCE (S. C. E.)

INSTALLATION of CONSTRUCTION ENTRANCE:

1. CLEAR THE AREA OF DEBRIS, ROCKS, OR PLANTS THAT WILL INTERFERE WITH INSTALLATION.
2. GRADE THE AREA FOR THE ENTRANCE TO FLOW BACK ON TO THE CONSTRUCTION SITE. RUNOFF FROM THE S.C.E. ONTO A PUBLIC STREET WILL NOT BE ACCEPTED.
3. PLACE ROCK AS REQUIRED. (4"-8" OPEN GRADED CLEAN CRUSHED
4. SIDE CONTAINMENT, AT THE CONTRACTOR'S DISCRETION, IS SUGGESTED. THE SPECIFIED 8" THICKNESS OF CRUSHED STONE MUST BE MAINTAINED



STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE

INSTALLATION:

(1) AVOID CURVES ON PUBLIC ROADS AND STEEP SLOPES. REMOVE VEGETATION AND OTHER OBJECTIONABLE MATERIAL FROM THE FOUNDATION AREA. GRADE CROWN FOUNDATION FOR POSITIVE DRAINAGE.

(2) THE MINIMUM WIDTH OF THE ENTRANCE/EXIT SHOULD BE 12 FEET OR THE FULL WIDTH OF EXIT ROADWAY, WHICHEVER IS GREATER.

(3) THE CONSTRUCTION ENTRANCE SHOULD BE AT LEAST 50 FEET LONG.

(4) IF THE SLOPE TOWARD THE ROAD EXCEEDS 2%, CONSTRUCT A RIDGE, 6 TO 8 INCHES HIGH WITH 3:1 (H:V) SIDE SLOPES, ACROSS THE FOUNDATION APPROXIMATELY 15 FEET FROM THE ENTRANCE TO DIVERT RUNOFF AWAY FROM THE PUBLIC ROAD.

(5) PLACE GEOTEXTILE FABRIC AND GRADE FOUNDATION TO IMPROVE STABILITY, ESPECIALLY WHERE WET CONDITIONS ARE ANTICIPATED.

(6) PLACE STONE TO DIMENSIONS AND GRADE SHOWN ON PLANS. LEAVE SURFACE SMOOTH AND SLOPE FOR DRAINAGE.

(7) DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE STONE PAD TO A SEDIMENT TRAP OR BASIN.

(8) INSTALL PIPE UNDER PAD AS NEEDED TO MAINTAIN PROPER PUBLIC ROAD DRAINAGE.

COMMON TROUBLE POINTS:

(1) INADEQUATE RUNOFF CONTROL-SEDIMENT WASHES ONTO PUBLIC ROAD.

(2) STONE TOO SMALL OR GEOTEXTILE FABRIC ABSENT, RESULTS IN MUDDY CONDITION AS STONE IS PRESSED INTO SOIL.

(3) PAD TOO SHORT FOR HEAVY CONSTRUCTION TRAFFIC-EXTEND PAD BEYOND THE MINIMUM 50 FOOT LENGTH AS NECESSARY.

(4) PAD NOT FLARED SUFFICIENTLY AT ROAD SURFACE, RESULTS IN MUD BEING TRACKED ON TO ROAD AND POSSIBLE DAMAGE TO ROAD.

(5) UNSTABLE FOUNDATION – USE GEOTEXTILE FABRIC UNDER PAD AND/OR IMPROVE FOUNDATION DRAINAGE.

INSPECTION AND MAINTENANCE GUIDELINES:

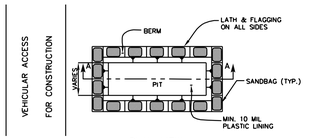
(1) THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION, WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

(2) ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHOULD BE REMOVED IMMEDIATELY BY CONTRACTOR.

(3) WHEN NECESSARY, WHEELS SHOULD BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.

(4) WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

(5) ALL SEDIMENT SHOULD BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATER COURSE BY USING APPROVED METHODS.



GENERAL NOTES:

- DETAIL ABOVE ILLUSTRATES MINIMUM DIMENSIONS. PIT CAN BE INCREASED IN SIZE DEPENDING ON EXPECTED FREQUENCY OF USE.
- WASHOUT PIT SHALL BE LOCATED IN AN AREA EASILY ACCESSIBLE TO CONSTRUCTION TRAFFIC.
- WASHOUT PIT SHALL NOT BE LOCATED IN AREAS SUBJECT TO INUNDATION FROM STORM WATER RUNOFF.
- LOCATE WASHOUT AREA AT LEAST 50 FEET FROM SENSITIVE FEATURES, STORM DRAINS, OPEN DITCHES, OR WATER BODIES.
- TEMPORARY CONCRETE WASHOUT FACILITY SHOULD BE CONSTRUCTED WITH SUFFICIENT QUANTITY AND VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.

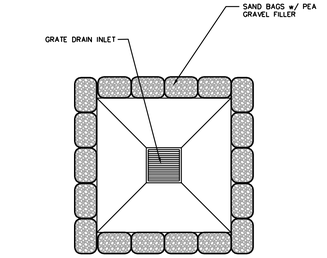
MATERIALS:

- PLASTIC LINING MATERIAL SHOULD BE A MINIMUM OF 10 MIL IN POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.

MAINTENANCE:

- WHEN TEMPORARY CONCRETE WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR THE WORK, THE HARDENED CONCRETE SHOULD BE REMOVED AND DISPOSED OF.
- MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE REMOVED FROM THE SITE OF THE WORK AND DISPOSED OF.
- HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE BACKFILLED AND REPAIRED.

CONCRETE TRUCK WASHOUT PIT



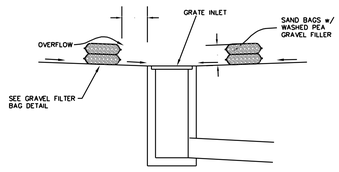
GENERAL NOTES:

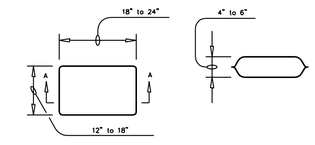
1) The sandbags should be filled with washed pea gravel and stacked to form a continuous barrier about 1 foot high around inlets.
2) The bags should be tightly abutted against each other to prevent runoff from flowing between the bags.

INSPECTION AND MAINTENANCE GUIDELINES:

1) Inspection should be made weekly and after each rainfall. Repair or replacement should be made promptly as needed by the contractor.
2) Remove sediment when buildup reaches a depth of 3 inches. Removed sediment should be deposited in a suitable area and in such a matter that it will not erode.
3) Check placement of device to prevent gaps between device and curb.
4) Inspect filter fabric and patch or replace if torn or missing.
5) Structures should be removed and the area stabilized only after the remaining drainage area has been properly stabilized.

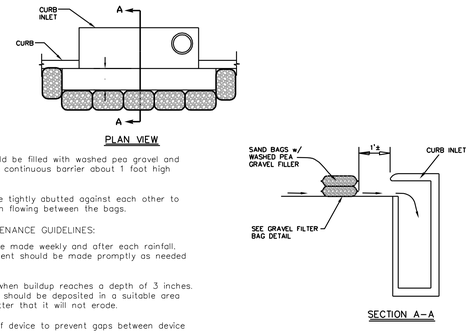
BAGGED GRAVEL GRATE INLET PROTECTION





- The filter bag material shall be made of polypropylene, polyethylene or polyamide woven fabric, min. unit weight of 4 ounces/sy, have a Mullen burst strength exceeding 300 psi and ultraviolet stability exceeding 70%.
- The filter bag shall be filled with clean, medium (washed pea gravel) to coarse gravel (0.31 to 0.75 inch diameter).
- Sand shall NOT be used to fill the filter bags.

GRAVEL FILTER BAG DETAIL



GENERAL NOTES:

1) The sandbags should be filled with washed pea gravel and stacked to form a continuous barrier about 1 foot high around inlets.
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5) Structures should be removed and the area stabilized only after the remaining drainage area has been properly stabilized.

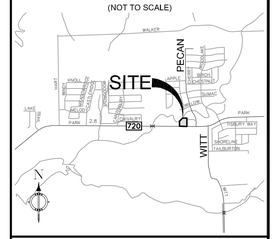
BAGGED GRAVEL CURB INLET PROTECTION

PERMIT SET

REV. NO.	DESCRIPTION	DATE

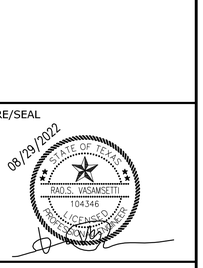
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE F#00007555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557 FAX.512.856.4595
www.raosengineering.com

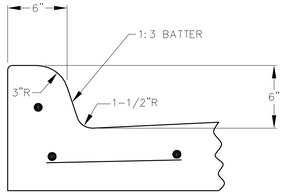
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

EROSION CONTROL DETAILS

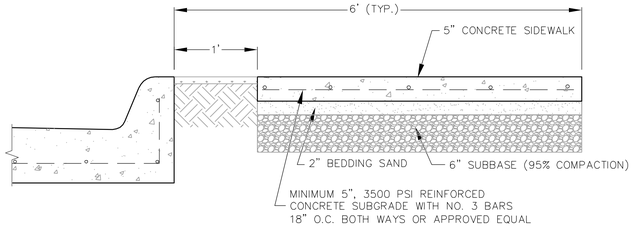
DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C4.10
DRAWN BY : MO	
CHECKED BY : RV	



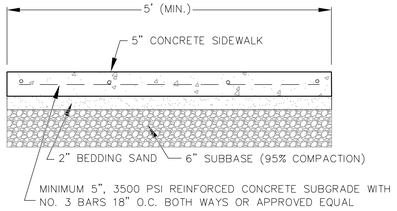
NOTES:

1. INSTALL ANCHOR JT. WHEN CONNECTING TO EXISTING CONC. PAVEMENT. SEE DETAIL THIS SHEET.
2. REINFORCEMENT SHALL BE NO. 4 BARS UNLESS NOTED OTHERWISE.

INTEGRAL CURB
N.T.S.



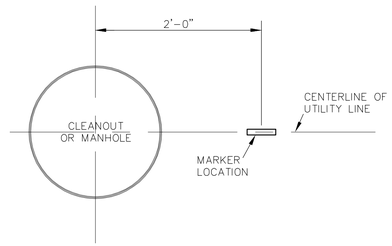
SIDEWALK EDGE STAMPED CONCRETE DETAIL
N.T.S.



SIDEWALK DETAIL
N.T.S.

SIDEWALK NOTES:

1. PROVIDE ½" EXPANSION JOINT WHERE NEW SIDEWALK ABUTS EXISTING SIDEWALK AND AT 100' INTERVALS
2. PROVIDE ¼"W x ½"D SAWCUT JOINTS AT 5' INTERVALS
3. BEDDING SAND SHALL CONFORM TO THE GRADING REQUIREMENTS OF ASTM C33 AS SHOWN IN TABLE 1.
4. SIDEWALK TO CONFORM TO ALL A.D.A. AND TEXAS ACCESSIBLITY STANDARDS (TAS)
5. MAXIMUM GRADE LESS THAN FIVE PERCENT (5%).
6. CROSS SLOPE MAXIMUM IS ONE AND ONE HALF PERCENT (1.5%)



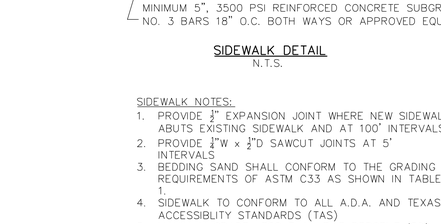
FIELD INSTALLATION DETAIL

OFFSITE SANITARY SEWER MARKER
N.T.S.

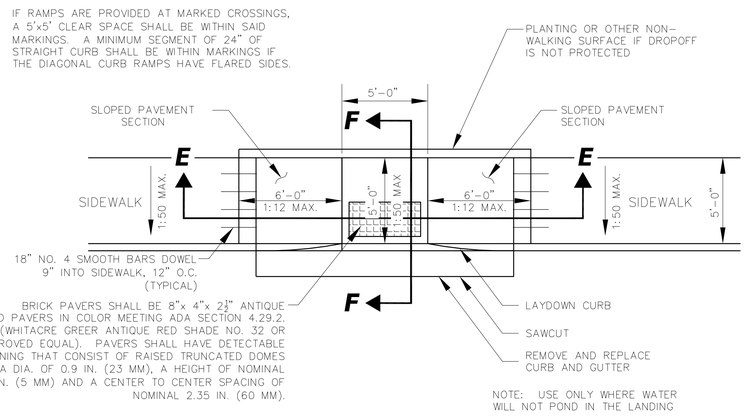
GENERAL NOTES

1. ALL OFFSITE TOWN OF LITTLE ELM MAINS WITH CLEANOUTS AND MANHOLES SHALL BE MARKED AS DETAILED ON THIS SHEET.

SECTION E–E



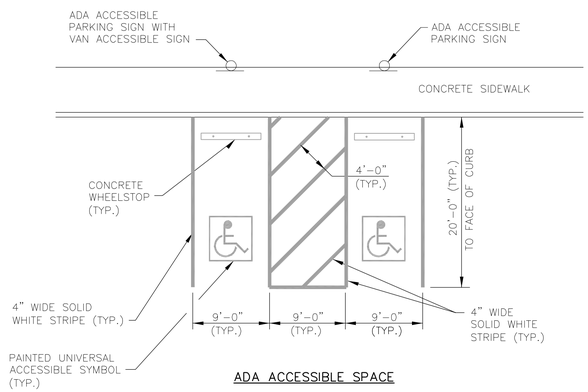
SECTION F–F



TYPE 6
TYPICAL BARRIER FREE PARALLEL CURB RAMP
N.T.S.

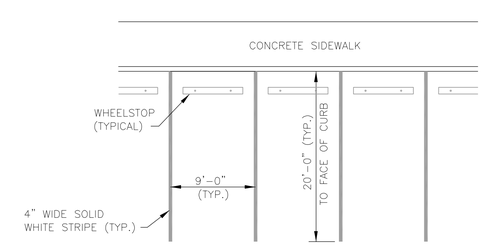
NOTE:

CENTER OF POSTS SHALL BE PLACED NEXT TO CONCRETE SIDEWALK. THE POSTS SHALL BE CENTERED WITH THE PARKING PLACE.

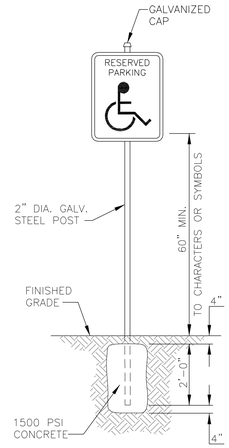


ADA ACCESSIBLE SPACE

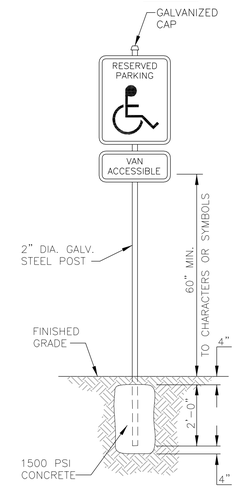
PARKING SPACE STRIPING
N.T.S.



STANDARD SPACE



ADA ACCESSIBLE PARKING



ADA ACCESSIBLE PARKING WITH VAN ACCESSIBLE

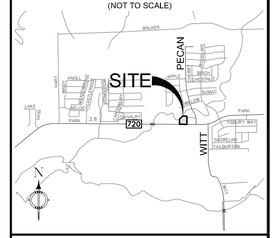
PARKING SIGN
N.T.S.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

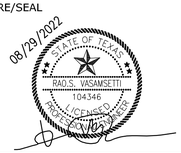
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557 FAX:512.856.4595
ww.raosengineering.com

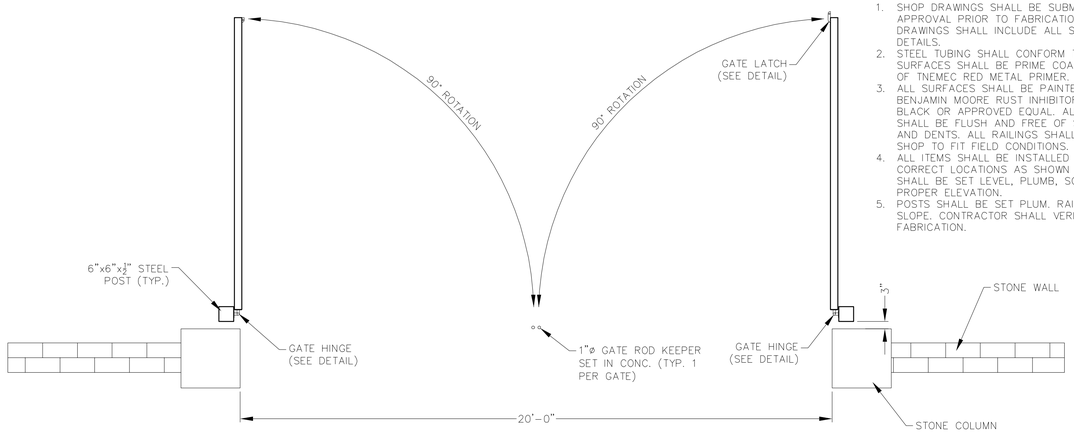
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

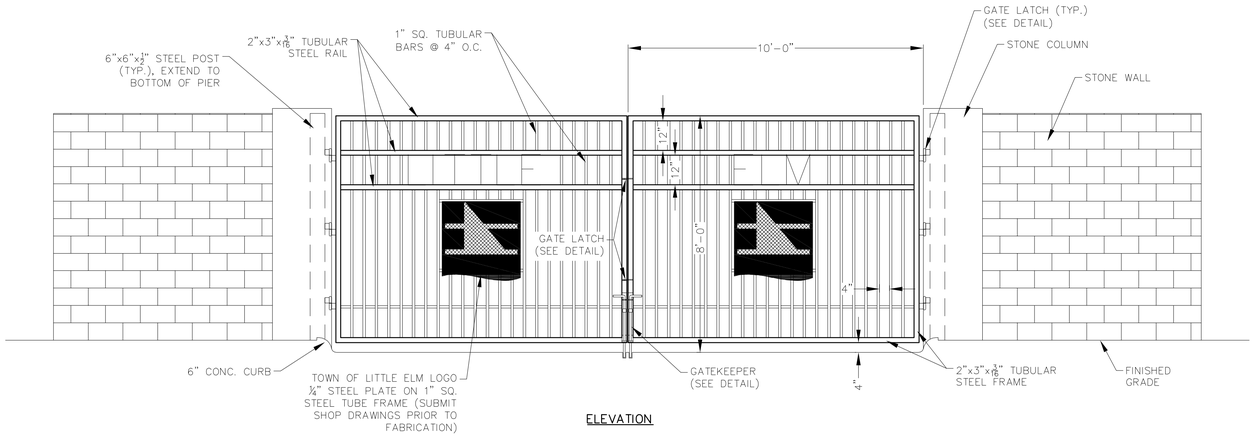
TITLE:

DETAIL SHEET

DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO C5.00
DRAWN BY : MO	
CHECKED BY : RV	

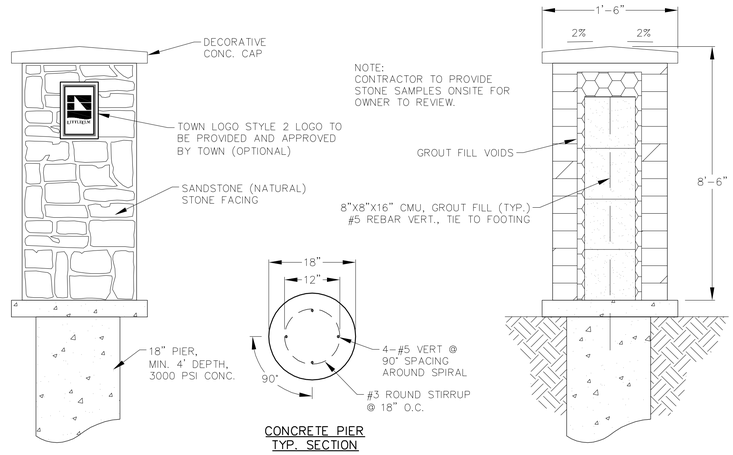


PLAN VIEW



ELEVATION

20'-0" DOUBLE SWING GATE
N.T.S.

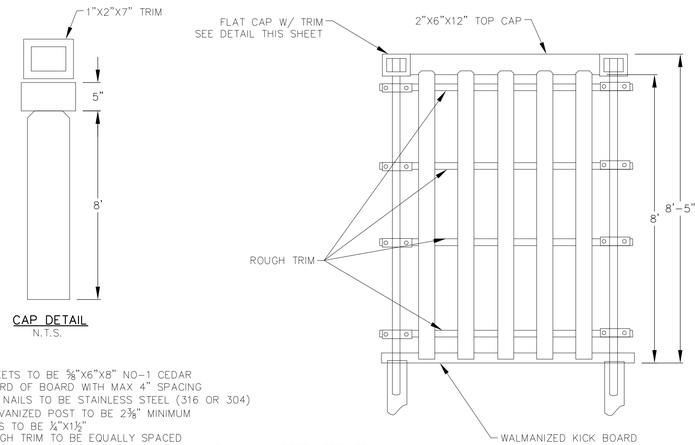


WITH TOWN LOGO

CONCRETE PIER TYP. SECTION

REINFORCEMENT

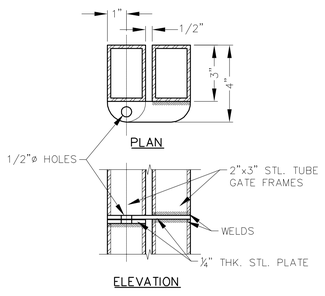
STONE COLUMN DETAIL
N.T.S.



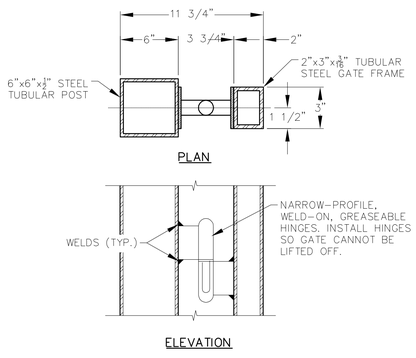
CAP DETAIL
N.T.S.

NOTES:
1. PICKETS TO BE ⅝"X6"X8" NO-1 CEDAR
2. BOARD OF BOARD WITH MAX 4" SPACING
3. ALL NAILS TO BE STAINLESS STEEL (316 OR 304)
4. GALVANIZED POST TO BE 2⅜" MINIMUM
5. LAGS TO BE ¼"x1½"
6. ROUGH TRIM TO BE EQUALLY SPACED
7. CONCRETE PIERS TO BE 12" DIAMETER, 3'-6" MINIMUM DEPTH 3000 PSI CONCRETE.
8. ALL CEDAR MATERIAL TO BE PRE-STAINED. STAIN SAMPLE SHALL BE APPROVED BY TOWN PRIOR TO INSTALLATION.
9. STONE COLUMNS TO BE INSTALL AT CORNERS AND MIDPOINT OF FENCE SECTION, UNLESS OTHERWISE INDICATED ON PLANS.
10. FENCING SHALL MATCH THE EXISTING CEDAR FENCING INSTALLED AROUND THE LITTLE ELM SERVICE CENTER.

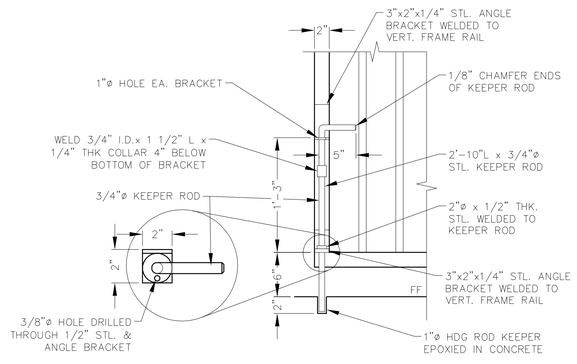
BOARD ON BOARD CEDAR FENCE
N.T.S.



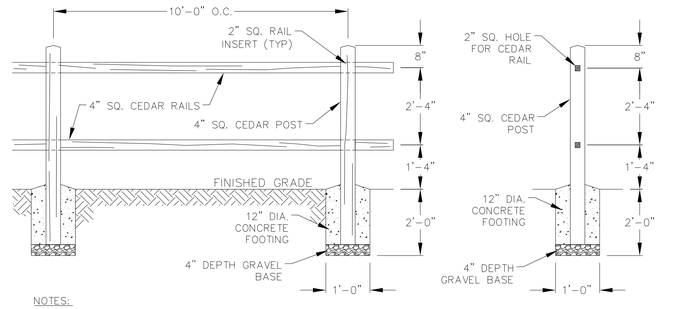
GATE LATCH DETAIL
N.T.S.



GATE HINGE DETAIL
N.T.S.



GATE KEEPER ROD DETAIL
N.T.S.



NOTES:
1. FENCE SHALL BE CONSTRUCTED OF WESTERN RED CEDAR.

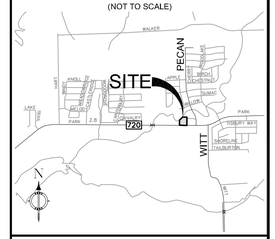
SPLIT RAIL FENCE DETAIL
N.T.S.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

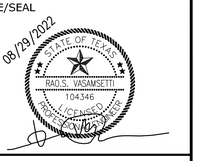
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.906.4395
ww.raosengineering.com

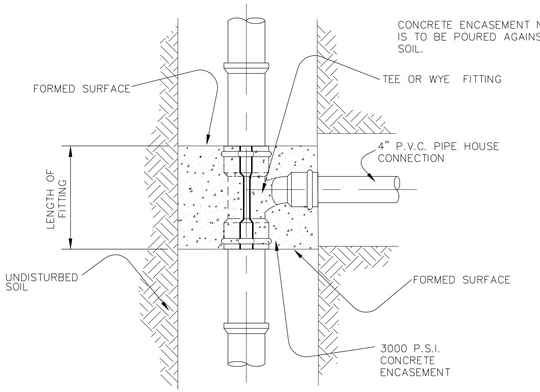
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

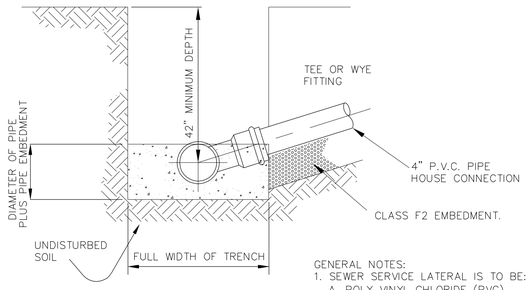
TITLE:

DETAIL SHEET

DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C5.10
CHECKED BY : RV	

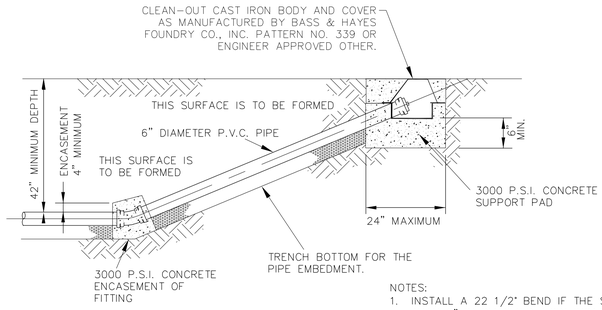


PLAN VIEW



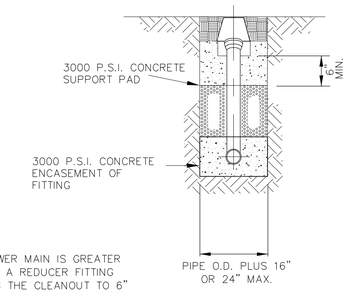
SECTION THRU TRENCH

GENERAL NOTES:
1. SEWER SERVICE LATERAL IS TO BE:
   A. POLY VINYL CHLORIDE (PVC)
   B. TYPE SDR 35, GREEN IN COLOR
   C. FITTINGS MAY BE GREEN OR WHITE IN COLOR.



SECTIONAL ELEVATION

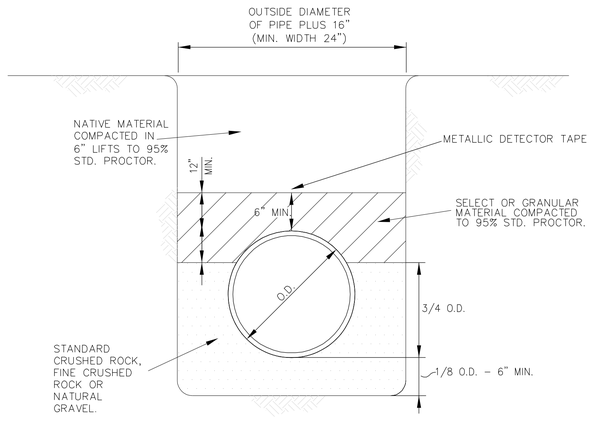
NOTES:
1. INSTALL A 22 1/2° BEND IF THE SEWER MAIN IS GREATER THAN 6" IN DIAMETER THEN INSTALL A REDUCER FITTING AFTER THE 22 1/2° BEND, REDUCING THE CLEANOUT TO 6" IN DIAMETER.
2. CLEAN-OUT CASTING AS MANUFACTURED BY THE BASS & HAYES FOUNDRY CO., INC. PATTERN NO. 339 OR APPROVED OTHER.
3. CONCRETE PAD 24" SQUARE SHALL BE POURED AROUND ALL CLEANOUTS NOT PLACED WITHIN CONCRETE PAVEMENT. 3000 P.S.I. CONCRETE, 6" THICK, FOUR NO. 3 BARS.



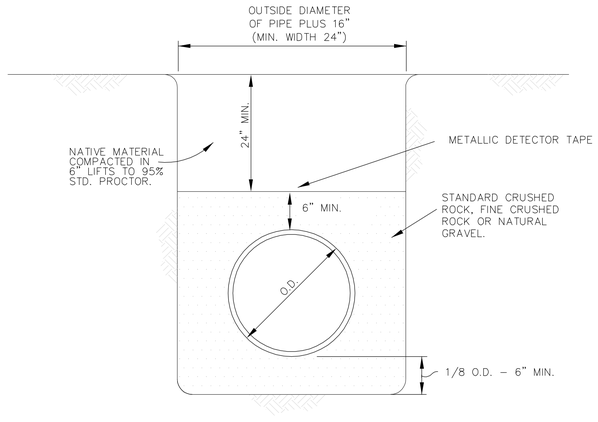
SECTION

RESIDENTIAL SANITARY SEWER SERVICE CONNECTION
N.T.S.

SANITARY SEWER MAIN CLEANOUT
N.T.S.



MIN. STD. P.V.C. SEWER CLASS LE2 EMBEDMENT
N.T.S.



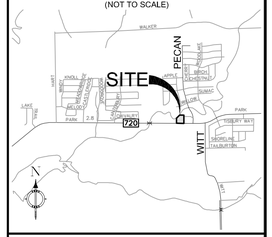
DEEP SDR 35 ENCASEMENT CLASS LE5 EMBEDMENT
N.T.S.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

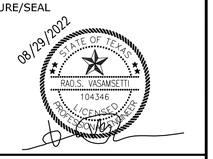
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17055
P.O. BOX, 592091 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.856.4595
ww.raosengineering.com

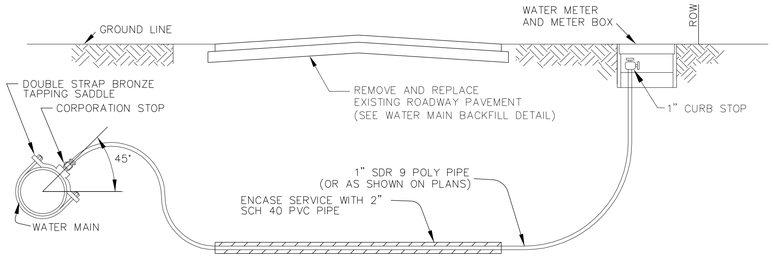
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

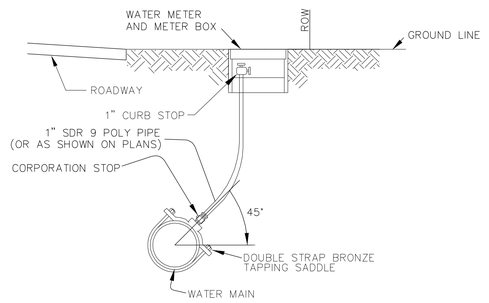
TITLE:

DETAIL SHEET

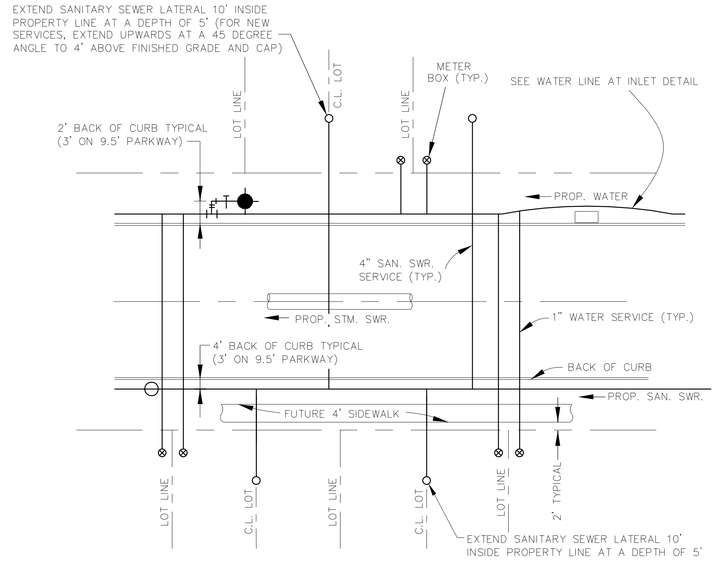
DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C5.20
CHECKED BY : RV	



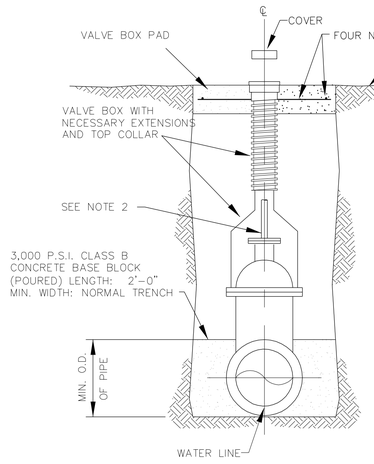
SERVICE UNDERNEATH PAVEMENT



SERVICE OUTSIDE OF PAVEMENT



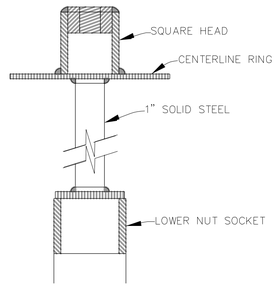
TYPICAL LOT SERVICE DETAIL
N.T.S.



WATER VALVE NOTES:

1. 2" TO 12" GATE VALVE SHALL BE RESILIENT SEATED WEDGE GATE VALVES ACCORDANCE WITH AWWA STANDARD C-509.
2. A VALVE EXTENSION STEM SHALL BE REQUIRED FOR ANY VALVE WHOSE OPERATING NUT IS LOCATED IN EXCESS OF 4 FEET BELOW THE TOP OF VALVE BOX. THIS EXTENSION SHALL BE OF SUFFICIENT LENGTH TO INSURE THAT ITS TOP IS WITHIN 2' OF THE VALVE BOX COVER.
3. ALL VALVES SHALL BE MARKED WITH A SAW ON THE CURB OR PAVEMENT WITH "V". THE "V" SHALL POINT TO THE LOCATION OF THE VALVE AS FOLLOWS: IF THE VALVE IS IN THE PAVING, THE "V" SHALL BE MARKED UPRIGHT; IF THE VALVE IS OUTSIDE THE PAVING, THE "V" SHALL BE MARKED UPSIDE DOWN.
4. ALL VALVES STACK COMPONENTS SHALL BE THREE PIECE SCREW TYPE CAST IRON.
5. IN ORDER TO MAINTAIN A MANAGEABLE PARTS INVENTORY AND WORKING KNOWLEDGE OF VALVES, THE FOLLOWING VALVES ARE APPROVED: MUELLER AND WATEROUS – 150 P.S.I. TEST.

GATE VALVE
VALVE SETTING & BOX
N.T.S.



VALVE EXTENSION
N.T.S.

WATER SERVICE NOTES:

A. WATER SERVICES SHALL NOT BE CONNECTED TO FIRE HYDRANT LINES.

B. ALL MATERIALS SHALL CONFORM TO THE STANDARD SPECIFICATIONS.

C. METER BOX SIZES:
- 5/8", 3/4" AND 1" SHALL BE DFW PLASTICS MODEL DFW-1814F-1BA. (18X14 PIT-CI RING W/ BLACK BRASS LOCK AMR LID)
- 1-1/2" AND 2" SHALL BE DFW PLASTICS MODEL DFW-2414FX-1BA. (24X14 PIT-CI RING W/ 20" BLACK BRASS LOCK AMR LID)

D. METER BOX SHALL BE LOCATED OUT OF ALL FLATWORK, SIDEWALKS AND APPROACHES.

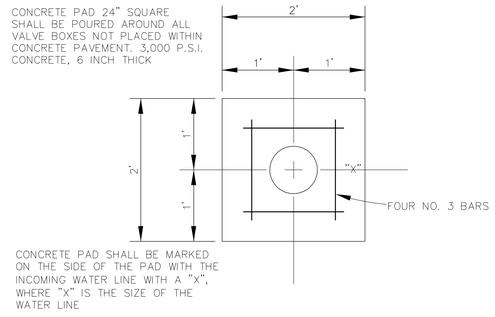
E. BACKFLOW PREVENTER IS REQUIRED ON RESIDENTIAL SIDE OF METER.

F. WATER SERVICE SHALL BE REPLACED FROM MAIN TO EXISTING WATER METER. SERVICE LINE BACKFILL SHALL BE IDENTICAL TO WATER MAIN.

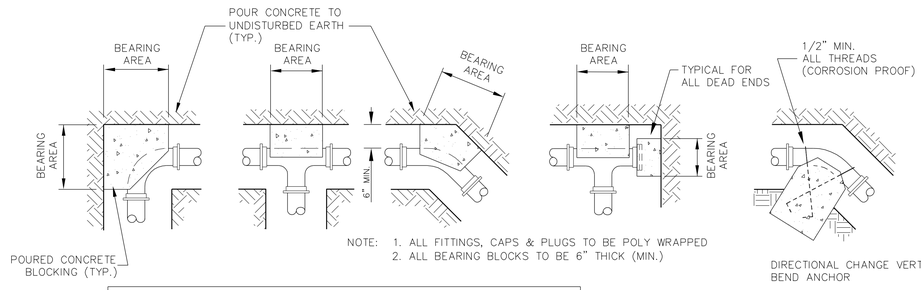
G. REFER TO WATER MAIN BACKFILL DETAIL FOR SERVICE CONNECTIONS LOCATED BENEATH PAVEMENT.

WATER METER INSTALLATION NOTES:

1. WATER METER SHALL BE PLACED IN CENTER OF LOT WITH THE SANITARY SEWER HOUSE CONNECTION TO BE LOCATED 10 FEET DOWNSTREAM. ALL TAPS SHALL BE MADE AT A 45° ANGLE TO THE CENTERLINE OF THE PIPE.
2. THE CONTRACTOR SHALL SET THE METER BOX IN ALL CASES.
3. THE METER BOX SHALL BE SET WITHIN THE RIGHT-OF-WAY OR A DEDICATED WATER EASEMENT. IN ALL CASES THE METER BOX SHALL BE PROTECTED FROM VEHICULAR TRAFFIC.
4. WATER METER BOX SHALL BE PROTECTED BY A 6" CURB OR GUARD POSTS WHEN PLACED IN A PAVED AREA, WHICH REQUIRES SPECIFIC APPROVAL BY THE TOWN ENGINEER OR HIS/HER DESIGNEE.
5. WATER SERVICES SHALL BE EMBEDDED IN SAND FROM CORPORATION STOP TO CURB STOP.
6. ALL BRASS PRODUCTS THAT COME INTO CONTACT WITH POTABLE WATER MUST MEET NEW "LEAD FREE" STANDARDS AS DEFINED UNDER PUBLIC LAW 111-380.
7. CONTRACTOR SHALL VERIFY METER ASSEMBLY FOR METER RELOCATIONS WITH TOWN STAFF PRIOR TO CONSTRUCTION.



VALVE BOX PAD PLAN
N.T.S.

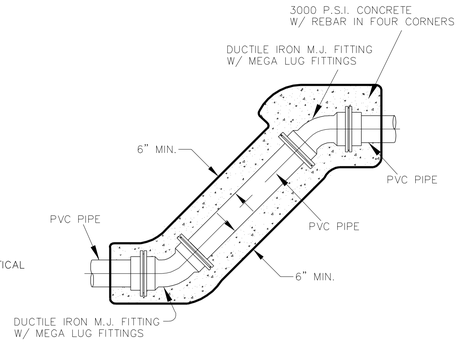


NOTE: 1. ALL FITTINGS, CAPS & PLUGS TO BE POLY WRAPPED
2. ALL BEARING BLOCKS TO BE 6" THICK (MIN.)

MIN. BEARING AREA OF BLOCK IN SQ. FT. (UNLESS OTHERWISE INDICATED ON THE PLANS)					
FITTING SIZES	TEE & END	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
TO 6"	3.6	5.4	2.5	2.0	2.0
8"	6.3	8.9	4.8	2.5	2.0
10"	9.9	13.9	7.6	3.9	2.0
12"	14.2	20.0	10.9	5.6	2.8
16"	25.1	35.5	19.2	9.8	4.9

SOIL BEARING PRESSURE	MULTIPLIER
1000	2.0
1500	1.33
2000	1.0
3000	0.67

WATER MAIN THRUST BLOCKING
N.T.S.



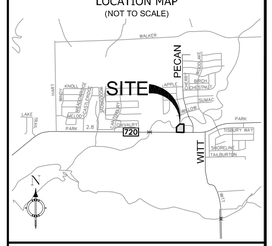
STANDARD HORIZONTAL
AND/OR VERTICAL OFFSETS
N.T.S.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

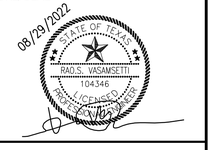
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TBPE FIRM#17595
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557, FAX:512.856.4595
ww.raosengineering.com

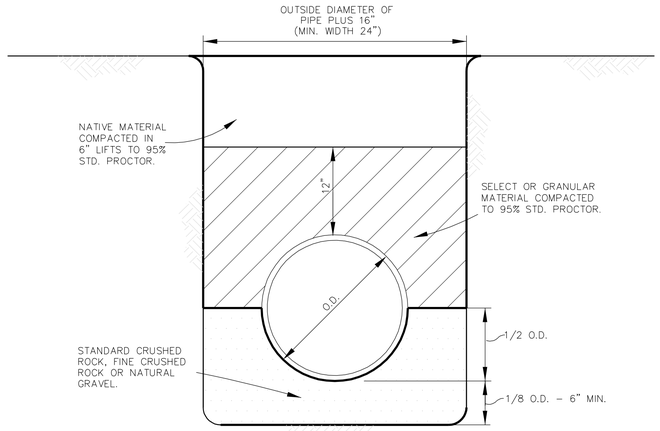
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

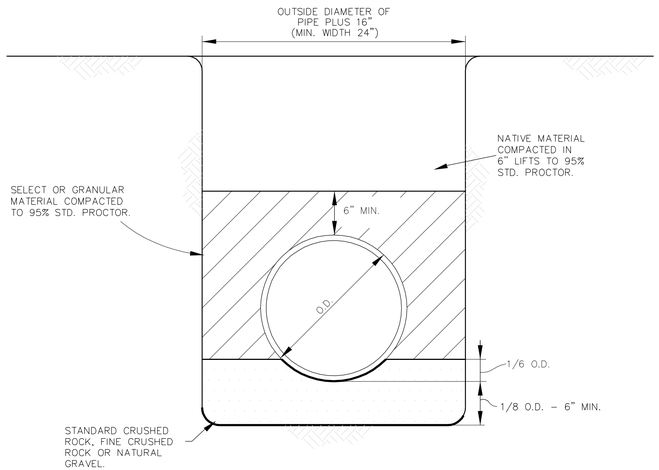
DETAIL SHEET

DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C5.30
CHECKED BY : RV	



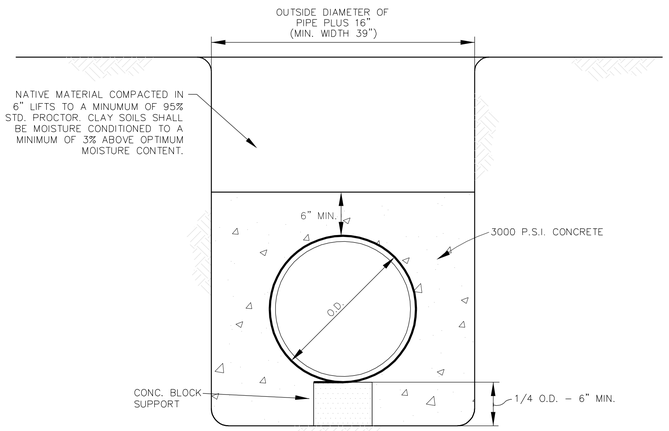
MIN. STD P.V.C. WATER
N.T.S.

CLASS F1 EMBEDMENT



MIN. STD. DUCTILE IRON WATER
MIN. STD. R.C.C.P. WATER
N.T.S.

CLASS F3 EMBEDMENT



CONCRETE ENCASEMENT
N.T.S.

CLASS F4 EMBEDMENT

NOTES:

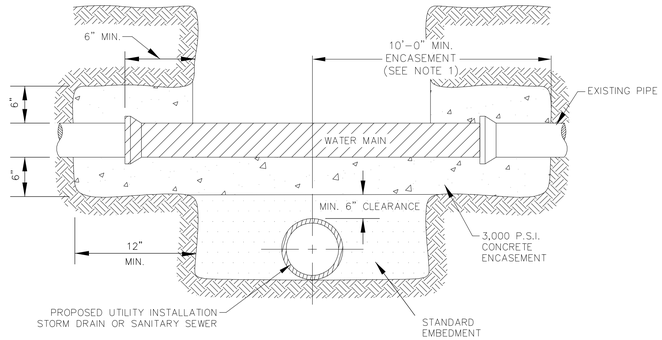
A. WATER SERVICES SHALL NOT BE CONNECTED TO FIRE HYDRANT LINES.

B. ALL MATERIALS SHALL CONFORM TO THE STANDARD SPECIFICATIONS.

C. METER BOX AND LID:
- 5/8", 3/4" AND 1" SHALL BE DFW PLASTICS MODEL DFW-1814F-1BA. (18X14 PIT-CI RING W/ BLACK BRASS LOCK AMR LID)
- 1-1/2" AND 2" SHALL BE DFW PLASTICS MODEL DFW-2414FX-1BA. (24X14 PIT-CI RING W/ 20" BLACK BRASS LOCK AMR LID)

D. METER BOX SHALL BE LOCATED OUT OF ALL FLATWORK, SIDEWALKS AND APPROACHES.

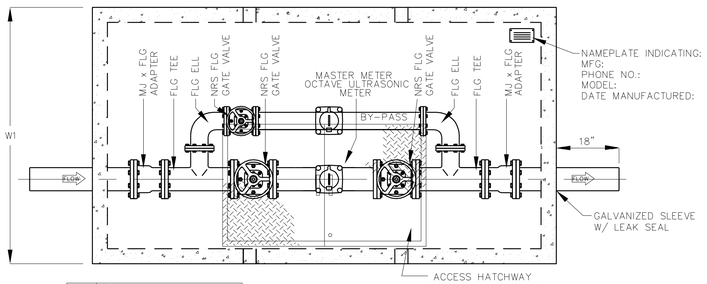
E. BACKFLOW PREVENTER IS REQUIRED ON RESIDENTIAL SIDE OF METER.



MINIMUM CLEARANCE NOTE:

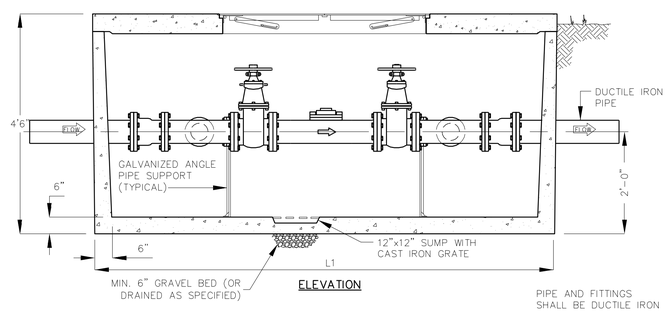
1. WHERE A MINIMUM CLEARANCE OF 10'-0" (HORIZONTAL AND/OR VERTICAL) CANNOT BE OBTAINED, THEN THE POTABLE WATER MAIN SHALL BE CONCRETE ENCASED FOR 10'-0" EACH SIDE OF THE INTERSECTION OF THE INSTALLED UTILITY LINE.
2. CROSSING OF SANITARY SEWER SHALL BE IN ACCORDANCE WITH THE LATEST TCEQ RULES AND REGULATIONS.

CROSSING UTILITY PIPE SUPPORT
N.T.S.



SIZE	BY PASS	L1	W1	H1
3"	2"	8'-8"	4'-8"	4'-6"
4"	2"	8'-8"	4'-8"	4'-6"
6"	4"	11'-0"	6'-0"	4'-6"

PLAN VIEW



ELEVATION

PIPE AND FITTINGS SHALL BE DUCTILE IRON

SPECIFICATIONS

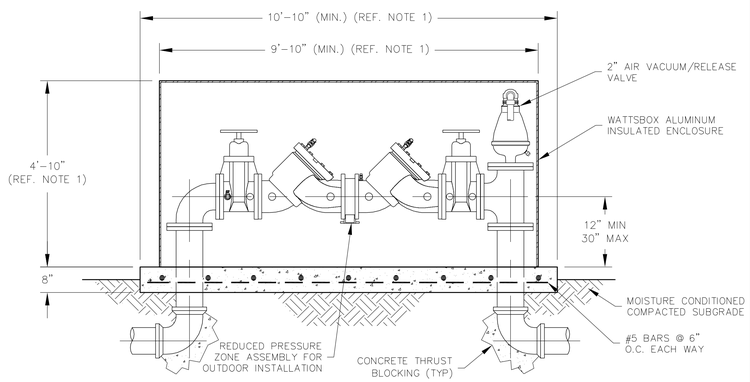
CONCRETE : CLASS 1 CONCRETE WITH DESIGN STRENGTH OF 4500 PSI AT 28 DAYS. UNIT IS OF MONOLITHIC CONSTRUCTION AT FLOOR AND FIRST STAGE OF WALL WITH SECTIONAL RISER TO REQUIRED DEPTH.

REINFORCEMENT: GRADE 60 REINFORCED, STEEL BAR CONFORMING TO ASTM A615 ON REQUIRED CENTERS OR EQUAL.

HATCHWAY: 3' X 5' GALVANIZED STEEL DOUBLE LEAF SPRING ASSISTED HATCHWAY - TRAFFIC RATED W/ SLAM LOCK.

PRECAST VAULT SHALL BE FROM PARK EQUIPMENT COMPANY MATCHING DETAIL SHOWN OR APPROVED OTHER.

METER VAULT
N.T.S.



BACKFLOW PREVENTER
N.T.S.

NOTES:

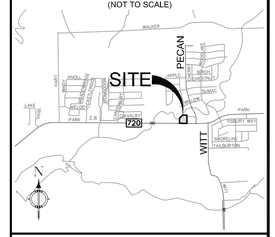
1. EXACT SIZE OF BOX MAY VARY DEPENDING ON ACTUAL LENGTH OF RPZ BACKFLOW PREVENTER.
2. AIR/VACUUM RELEASE ASSEMBLY SHALL BE ARI FLOW CONTROL ACCESSORIES, MODEL D-025, WITH NYLON BODY.
3. FIELD ROUTE DRAIN LINES FROM RPZ AND AIR RELEASE VALVE TO A COMMON DISCHARGE POINT.

PERMIT SET

REV. NO.	DESCRIPTION	DATE

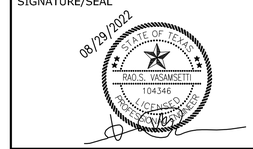
Notes:

LOCATION MAP
(NOT TO SCALE)



LEGEND

SIGNATURE/SEAL



RCE RAO'S CONSULTING ENGINEERS
TXPE FIRM#17555
P.O. BOX, 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557 FAX:512.656.4595
ww.raosengineering.com

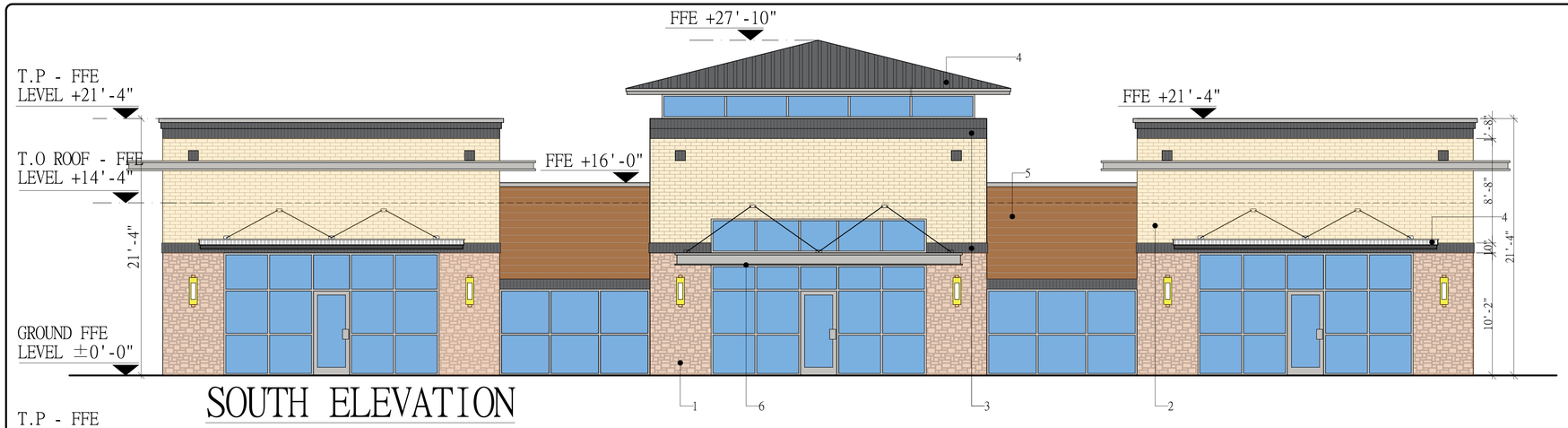
PROJECT DESCRIPTION:

3P ELM
1728 E ELDORADO PKWY
LITTLE ELM,TX 75068

TITLE:

DETAIL SHEET

DATE : 07/20/22	JOB NO. 2019-875
DESIGNED BY : RV	DRG NO
DRAWN BY : MO	C5.40
CHECKED BY : RV	

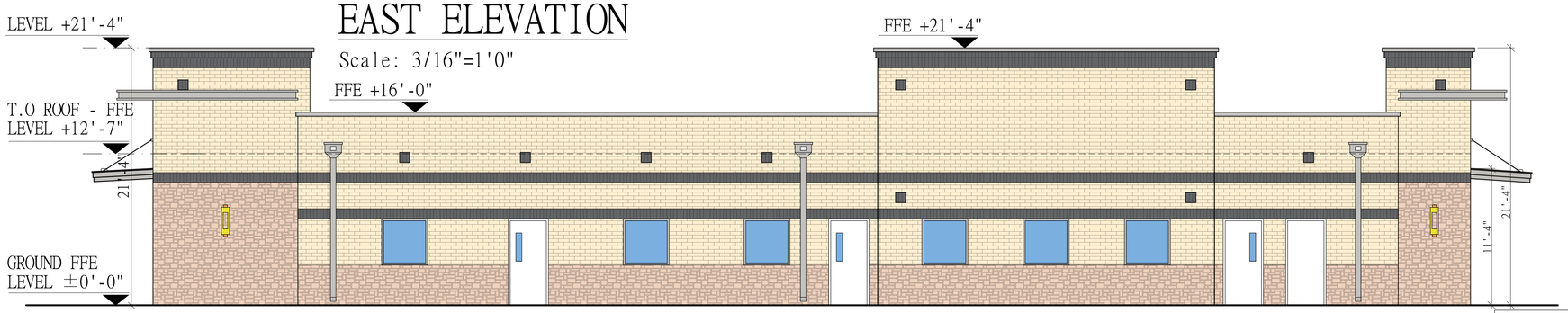


SOUTH ELEVATION

Scale: 3/16"=1'0"

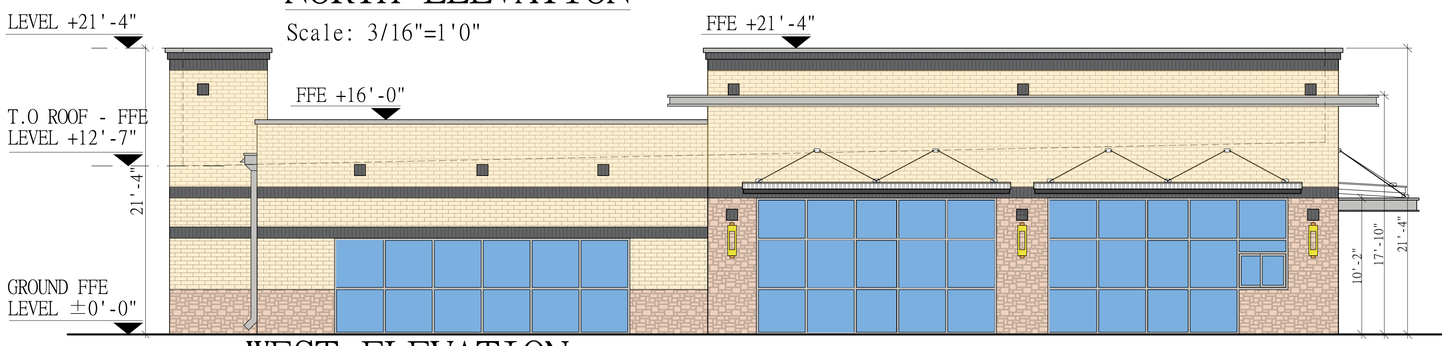
EAST ELEVATION

Scale: 3/16"=1'0"



NORTH ELEVATION

Scale: 3/16"=1'0"



WEST ELEVATION

Scale: 3/16"=1'0"

GRAPHIC SCALE

32" 0 16 32

(IN FEET)

SCALE : 3/16" = 1'-0"

EXTERIOR MATERIAL FINISH SCHEDULE

	MATERIAL	DESCRIPTION	COLOR
1	NATURAL STONE	ACME BRICK (PRAIRIE) NATUARAL LIME STONE	
2	PREMIER GLAZED SOLID BRICK	ACME BRICK (BIG BEND) Modular size (2 1/4" x 7 5/8" x 5/8")	
3	SOLDIER COURSE STANDING BRICK	ALLENTOWN VELOUR TEXTURE TULSA PLANT TUP008- 866922 MODULAR SIZE (2 1/4" x 7 5/8" x 5/8")	
4	STAND SEEM LIGHT GRAY METAL ROOFING	METAL SUPPLIER	
5	NICHIA PANEL	VINTAGEWOOD WOOD SERIES (CEDAR) AWP 1818	
6	HEAVY PECKY GRAIN CEILING SOFFIT	PECKY BOLIVIAN WALNUT 1X6 V-GROOVE (3/4" X 5")	

MATERIAL TAKE-OFF

VIEW	TEXANA GOLD STONE	BRICK	OTHERS	GLAZING	TOTAL
SOUTH ELEVATION	568 SF	1144 SF	335 SF	708 SF = 25%	2755 SF
	TOTAL MASONRY EXCLUDING DOORS / WINDOWS				
	2047 SF	1712 SF = 83%			
WEST ELEVATION	186 SF	817 SF	200 SF	510 SF = 30%	1713 SF
	TOTAL MASONRY EXCLUDING DOORS / WINDOWS				
	1203 SF	1003 SF = 83%			
NORTH ELEVATION	442 SF	1191 SF	182 SF	186 SF = 9.30%	2001 SF
	TOTAL MASONRY EXCLUDING DOORS / WINDOWS				
	1815 SF	1633 SF = 90%			
EAST ELEVATION	186 SF	783 SF	204 SF	510 SF = 30%	1683 SF
	TOTAL MASONRY EXCLUDING DOORS / WINDOWS				
	1173 SF	969 SF = 83%			

FACADE PLAN NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRED REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREA AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

ARTICLE VI, TABLE B	
EXTERIOR CATEGORIES & MATERIALS FOR COMMERCIAL	
CATEGORIES	MATERIALS
A	BRICK, STONE, OR MANUFACTURED STONE
B	SPLIT-FACE CMU, STUCCO, CEMENTITIOUS FIBER BOARD, ENGINEERED WOOD, TILT-WALL CONSTRUCTION
C	METAL, WOOD, TILE, GLASS, EIFS
PROHIBITED	PLAIN CONCRETE BLOCK, AGGREGATE, VINYL, PLASTIC

ISSUE FOR:

- FOR INTER REVIEW ONLY
- BID ONLY
- PERMITS SET
- CONSTRUCTION SET

REVISIIONS:

NO.	DATE	DESCRIPTION

MAKMO DESIGN
86 ZENITH LANE, SUGAR LAND, TX 77498
PH # 832-231-7047 TBPE FIRM. # 21236

PROPOSED LEASE SPACE BUILDING
LOCATED AT
LITTLE ELM, TX

SEAL :

STATE OF TEXAS
ASHLEY BICE
134060
LICENSED
PROFESSIONAL ENGINEER
3/16/22

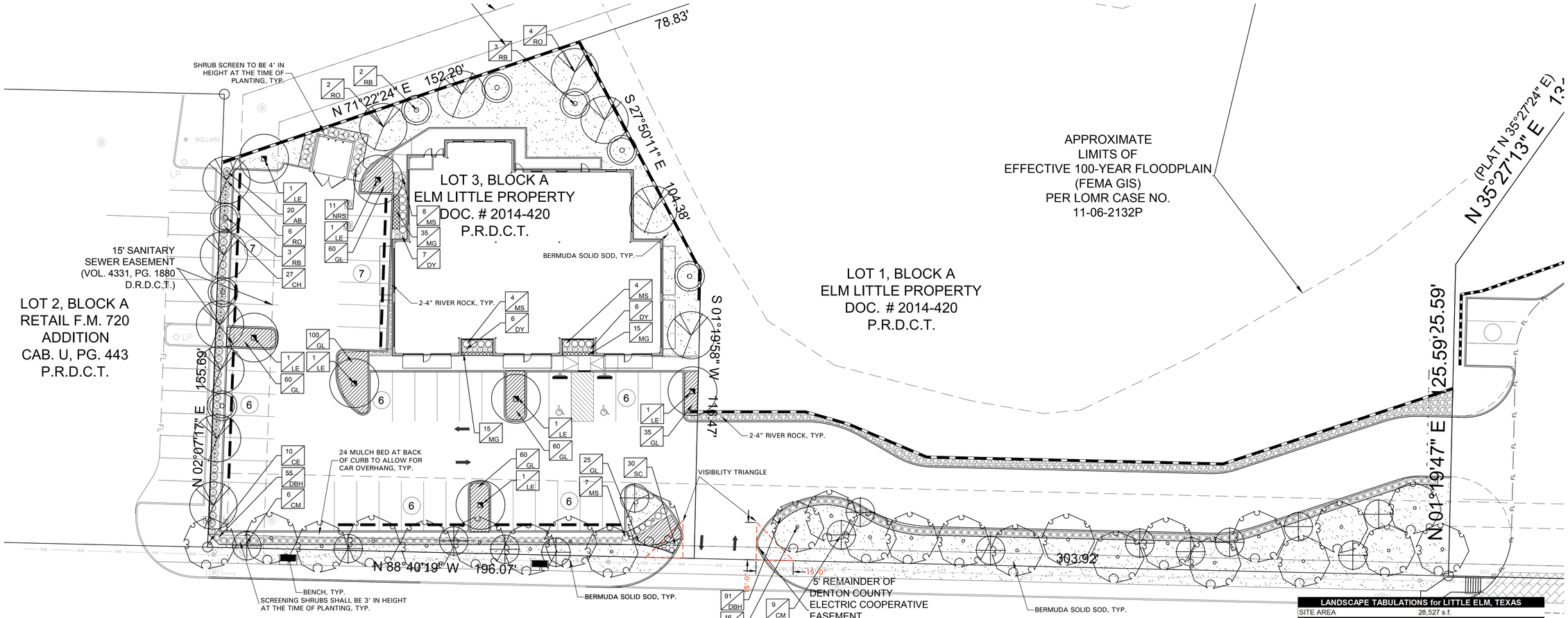
DATE: 07/26/2022

PROJECT NUMBER	:	22-000
SCALE	:	3/16" =1'-0"
DRAWN BY	:	A.B
CHECKED BY:		A.B
SHEET TITLE	:	

ELEVATION 1 & 2

DRAWING NUMBER:

A-2.0



FM 720
ELDORADO PARKWAY
(VARIABLE WIDTH RIGHT-OF-WAY)

ALL CANOPY TREES SHALL BE MORE THAN 30' TALL AT MATURITY.

ALL LARGE SHADE TREES TO BE 4" CALIPER

ALL ORNAMENTAL TREES TO BE 8' IN HEIGHT AT THE TIME OF PLANTING.

PLANT SCHEDULE

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
		SHADE TREES			
26	CE	Cedar Elm	*Ulmus crassifolia*	4" cal.	12' ht., 4' spread, matching
7	LE	Lacebark Elm	*Ulmus parvifolia 'Sempervirens'*	4" cal.	12' ht., 4' spread
12	RO	Texas Red Oak	*Quercus texana*	4" cal.	12' ht., 4' spread, matching
		ORNAMENTAL TREES			
15	CM	Crepe Myrtle 'Tuscarora'	*Lagerstromia indica 'Tuscarora'*	30 gal.	8' ht. 3' spread, matching
8	RB	Oklahoma Redbud	*Cercis reniformis 'Oklahoma'*	30 gal.	8' ht., 4' spread, 3 trunk min.
		SHRUBS			
20	AB	Abelia 'Twist of Lime'	*Abelia x grandiflora 'Hopley's'*	3' ht.	full, 36" o.c.
27	CH	Carissa Holly	*Ilex comuta 'Carissa'*	3' ht.	full, 36" o.c.
146	DBH	Dwarf Burford Holly	*Ilex comuta ' Burford Nana'*	3' ht.	full, 36" o.c.
19	DY	Dwarf Yaupon Holly	*Ilex vomitoria 'Condeaux'*	5 gal.	full, 24" sprd, 24" o.c.
22	MS	Morning Light Miscanthus	*Miscanthus sinensis 'Morning Light'*	5 gal.	full, 20" spread, 36" o.c.
11	NRS	Nellie R Stevens Holly	*Ilex x 'Nellie R. Stevens'*	4' ht.	full, 40" o.c.; 4' ht.
		GROUNDCOVER/VINES/GRASS			
400	GL	Giant Liropе	*Liriope gigantea*	1 gal.	full, 18" o.c.
65	MG	Variegated Mondo Grass	*Ophiopogon japonicus 'Variegata'*	1 gal.	full, 12" o.c.
30	SC	Seasonal Color		4" pots	full, 12" o.c.
		Bermuda Solid Sod	*Cynodon dactylon*		
		2-4" River Rock			

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.

GRAPHIC SCALE
0 20 40 FEET
Scale 1"=20' - 0"

GENERAL LAWN NOTES

1. CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER
2. LAWN AREAS SHALL BE LEFT 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
3. CONTRACTOR TO FIND GRADE AREAS TO ACHIEVE FINAL CONTOURS AS SHOWN ON CIVIL DRAWINGS. POSITIVE DRAINAGE SHALL BE PROVIDED AWAY FROM ALL BUILDINGS. ROUNDING AT TOP AND BOTTOM OF SLOPES SHALL BE PROVIDED AND IN OTHER BREAKS IN GRADE. CORRECT AREAS WHERE STANDING WATER MAY OCCUR.
4. ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
5. CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" IN DIAMETER AND LARGER. REMOVE ALL DIRT CLODS, STICKS, CONCRETE SPOILS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION.
6. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
7. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.

SOLID SOD:

1. SOLID SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES, AT A MINIMUM. THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOD SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.
2. SOD SHALL BE STRONGLY ROOTED DROUGHT RESISTANT SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (+1/4"), EXCLUDING TOP GROWTH AND THATCH.
3. LAY SOD BY HAND TO COVER INDICATED AREAS COMPLETELY, ENSURING EDGES ARE TOUCHING WITH TIGHTLY FITTING JOINTS, NO OVERLAPS WITH STAGGERED STRIPS TO OFFSET JOINTS.
4. TOP DRESS JOINTS IN SOD BY HAND WITH TOPSOIL TO FILL VOIDS IF NECESSARY
5. SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.
6. SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST, OVERSEED BERMUDAGRASS SOD WITH WINTER RYEGRASS AT A RATE OF 4 POUNDS PER 1000 S.F.

HYDROMULCH:

1. SCARIFY AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
2. BERMUDA GRASS SEED SHALL BE EXTRA HULLED, TREATED LAWN TYPE. SEED SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET ALL STATE/LOCAL LAW REQUIREMENTS.
3. FIBER SHALL BE 100% WOOD CELLULOSE FIVER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY 'CONWEB' OR EQUAL.
4. FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS UNOPENED CONTAINER AND SHALL BE 'TERRO-TACK ONE', AS MANUFACTURED BY GROWERS, INC OR APPROVED EQUAL.
5. HYDROMULCH WITH BERMUDA GRASS SEET AT A RATE OF 2 POUNDS PER 1000 S.F.
6. USE A BATTER BOARD AGAINST ALL BED AREAS TO PREVENT OVER SPRAY.
7. IF INADEQUATE MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.
8. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1ST AND MAY 1ST, ALL HYDROMULCH AREAS SHALL BE OVER-SEEDED WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDA GRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
9. AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS. WATER SEEDED AREAS IMMEDIATELY AFTER INSTALLATION TO SATURATION.
10. ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.

LANDSCAPE NOTES

1. CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS
2. CONTRACTOR SHALL CALL 911 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR UNDERGROUND UTILITIES.
3. A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES.
4. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
5. LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.
6. PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE.
7. EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND/OR CURBS.
8. MULCH SHALL BE INSTALLED AT 1/2" BELOW THE TOPS OF SIDEWALKS AND CURBING.
9. QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.
10. CONTAINER GROWN PLANT MATERIAL IS PREFERRED HOWEVER BALL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEED BE AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.
11. TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.
12. 4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL. PINE STRAW MULCH IS PROHIBITED.
13. WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MIRAFI 140S WEED BARRIER OR APPROVED EQUAL.
14. CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PERMITS.

IRRIGATION:

1. ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.

MAINTENANCE REQUIREMENTS:

1. VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.
2. MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.
3. ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.

MISCELLANEOUS MATERIALS:

1. STEEL EDGING SHALL BE 3/16" X 4 X 16' DARK GREEN DURAEDGE STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS/DETAILS.
2. RIVER ROCK SHALL BE ARIZONA RIVER ROCK, 2" - 4" DIAMETER. RIVER ROCK SHALL BE COMPACTED TO A MINIMUM OF 3" DEPTH OVER FILTER FABRIC.

LANDSCAPE TABULATIONS for LITTLE ELM, TEXAS

SITE AREA 28,527 s.f.

INTERIOR LANDSCAPE REQUIREMENTS

1. A min. of 10% of the gross vehicular use areas shall be devoted to living landscape.
2. There shall be a min. of one large canopy tree for each 400 s.f. of required interior landscape area.
3. Inteior parking islands shall contain one canopy tree located at the end of all parking rows.
4. One tree shall be provided for every 12 spaces. (13 spaces provided)

REQUIRED	PROVIDED
1546 s.f. (10%)	1600 s.f. (10%)
4 trees	6 trees, 3" cal. (trees will have a canopy larger than 30')

PERIMETER LANDSCAPE REQUIREMENTS

1. All vehicular use areas shall be screened from abutting properties and the public right-of-way with an evergreen hedge, berm or other durable landscape barrier. Shrubs shall be a min. of 36" tall at time of planting.
2. Minimum number o flarge trees within perimeter landscape buffers: Perimeter kadnscape buffers not adjacent to the public right-of-way shall contain at least one large canopy tree every 25 linear feet or fraction thereof when adjancent to another commercial use, and at least on elarge canopy tree every 20 linear feet when adjace to residential uses or zoning. Trees may be grouped or clustered to facilitate site design and shall appropriately be staggered when adjancet to property of the same zoning.
3. For every five large canopy trees reuiqred along the street frontage and perimeter, three small ornamental tree shall also be provided.

REQUIRED	PROVIDED
screening	screening - 36" at the time of planting
Eldorado Parkway - 108 l.f.	
10 trees	10 shade trees
6 ornamental trees	6 ornamental trees
Town Owned Property	
Eldorado Parkway - 303 l.f.	
16 trees	16 shade trees
9 ornamental trees	9 ornamental trees
West property - 156 l.f.	
8 trees	8 shade trees
3 ornamental trees	3 ornamental trees
East property - 116 l.f.	
5 trees	5 shade trees
3 ornamental trees	3 ornamental trees
North property - l.f.	
NA	NA

POINT SYSTEM

REQUIRED	PROVIDED
20 points	5 points - enhanced landscape
	5 points - open space greater
	5 points - Enhanced site canopy
	5 points - enhanced entranceway paving

AWR Designs, LLC
P.O. Box 1746
Alvin, Texas 77512-6008
amanda@awr-designs.com
c. 512.517.5589

AWR

3P ELM

1728 E ELDORADO PARKWAY
LITTLE ELM, TEXAS 75068

REGISTERED LANDSCAPE ARCHITECT
AMANDA W. RICHARDSON
2754
STATE OF TEXAS

Project Number: 22156

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LANDSCAPE PLAN

Sheet Number:

L1.01

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 QUALIFICATIONS OF THE LANDSCAPE CONTRACTOR.

A. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING

1.2 REFERENCE DOCUMENTS

A. REFER TO LANDSCAPE PLANS, NOTES, SCHEDULES AND DETAILS FOR ADDITIONAL REQUIREMENTS

1.3 SCOPE OF WORK / DESCRIPTION OF WORK

A. WORK COVERED BY THESE SECTIONS INCLUDES: FURNISH ALL SUPERVISIONS, LABOR, MATERIALS, SERVICES, EQUIPMENT AND APPLIANCES REQUIRED TO COMPLETE THE WORK COVERED IN CONJUNCTION WITH THE LANDSCAPING COVERED IN LANDSCAPE PLANS AND SPECIFICATIONS INCLUDING:
   1. PLANTING (TREES, SHRUBS, GRASSES)
      1. BED PREP AND FERTILIZATION
      3. NOTIFICATION OF SOURCES
      4. WATER AND MAINTENANCE UNTIL ACCEPTANCE
      5. GUARANTEE

B. 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 MATERIALS.

C. 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

1.4 REFERENCES

A. AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICAN ASSOCIATION OF NURSERYMEN; 27 OCTOBER 1980, EDITION; BY AMERICAN NATIONAL STANDARDS INSTITUTE (Z60.1) - PLANT MATERIAL

B. AMERICAN JOINT COMMITTEE ON HORTICULTURE NOMENCLATURE; 1942 EDITION OF STANDARDIZED PLANT NAMES.

C. TEXAS ASSOCIATION OF NURSERYMEN, GRADES AND STANDARDS

1.5 SUBMITTALS

A. PROVIDE REPRESENTATIVE QUANTITIES OF EACH SOIL, MULCH, BED MIX, GRAVEL AND STONE FOR INSTALLATION. SAMPLES TO BE APPROVED BY OWNER'S REPRESENTATIVE BEFORE USE.

B. SOIL AMENDMENTS AND FERTILIZERS SHOULD BE RESEARCHED AND BASED ON THE SOILS IN THE AREA.

C. BEFORE INSTALLATION, SUBMIT DOCUMENTATION THAT PLANT MATERIALS ARE AVAILABLE AND HAVE BEEN RESERVED. FOR ANY PLANT MATERIAL NOT AVAILABLE, SUBMIT REQUEST FOR SUBSTITUTION.

1.6 JOB CONDITIONS, DELIVERY, STORAGE AND HANDLING

A. GENERAL CONTRACTOR TO COMPLETE WORK BEFORE LANDSCAPE CONTRACTOR TO COMMENCE.

B. ALL PLANTING BED AREAS SHALL BE LEFT THREE INCHES BELOW FINAL GRADE OF SIDEWALKS, DRIVES AND CURBS. ALL AREAS TO RECEIVE SOLID SOD SHALL BE LEFT ONE INCH BELOW THE FINAL GRADE OF WALKS, DRIVES AND CURBS. CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO LANDSCAPE CONTRACTOR BEGINNING WORK

C. STORAGE OF MATERIALS AND EQUIPMENT AT THE JOB SITE WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR. THE OWNER CANNOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE.

1.7 SEQUENCING

A. INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWN/SOLID SOD.

B. WHERE EXISTING TURF AREAS ARE BEING CONVERTED TO PLANTING BEDS, THE TURF SHALL BE CHEMICALLY ERADICATED TO MINIMIZE RE-GROWTH IN THE FUTURE. AREAS SHALL BE PROPERLY PREPARED WITH AMENDED ORGANIC MATTER.

1.8 MAINTENANCE AND GUARANTEE

MAINTENANCE:

A. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK FROM THE TIME OF PLANTING UNTIL FINAL ACCEPTANCE BY OWNER.

B. NO TREES, GRASS, GROUNDCOVER OR GRASS WILL BE ACCEPTED UNLESS THEY SHOW HEALTHY GROWTH AND SATISFACTORY FOLIAGE CONDITIONS.

C. MAINTENANCE SHALL INCLUDE WATERING OF TREES AND PLANTS, CULTIVATION, WEEDING, EDGING, PRUNING OF TREES, MOWING OF GRASS, CLEANING UP AND ALL OTHER WORK NECESSARY FOR MAINTENANCE.

D. A WRITTEN NOTICE REQUESTING FINAL INSPECTION AND ACCEPTANCE SHOULD BE SUBMITTED TO THE OWNER AT LEAST 7 DAYS PRIOR TO COMPLETION. AN ON SITE INSPECTION BY THE OWNER'S AUTHORIZED REPRESENTATIVE WILL BE COMPLETED PRIOR TO WRITTEN ACCEPTANCE.

E. NOTIFY OWNER OR OWNER'S REPRESENTATIVE SEVEN DAYS PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD.

F. REMOVE DEAD, UNHEALTHY AND UNSIGHTLY PLANTS DURING WARRANTY PERIOD

G. REMOVE GUYING AND STAKING MATERIALS AFTER ONE YEAR

H. ALL LANDSCAPE MUST BE MAINTAINED AND GRASS MOWED-EDGED ON A WEEKLY SCHEDULE UNTIL ACCEPTANCE BY OWNER. REMOVE CLIPPINGS AND DEBRIS FROM SITE PROMPTLY.

I. REMOVE TRASH, DEBRIS, AND LITTER. WATER, PRUNE, RESTAKE TREES, FERTILIZE, WEED AND APPLY HERBICIDES AND FUNGICIDES AS REQUIRED.

J. COORDINATE THE OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM AN IRRIGATION SYSTEM.

K. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN ACCORDANCE TO THE MAINTENANCE SERVICE TO ENSURE THE SYSTEM IS IN PROPER WORKING ORDER WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.

L. REAPPLY MULCH TO BARE AND THIN AREAS.

M. 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 GRASS AT NO ADDITIONAL COST TO THE OWNER.

N. 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 CRITERION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE
   b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
   c. 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.

GUARANTEE:

A. TREES, SHRUBS, GROUNDCVOER SHALL BE GUARANTEED (IN WRITING) FOR A 12 MONTH PERIOD (90 DAYS FOR ANNUAL PLANTING OR AT THE END OF THE SEASONAL COLOR GROWING SEASON, WHICHEVER COMES SOONER) AFTER FINAL ACCEPTANCE. THE CONTRACTOR SHALL REPLACE ALL DEAD MATERIALS AS SOON AS WEATHER PERMITS AND UPON NOTIFICATION OF THE OWNER.

B. PLANTS INCLUDING TREES, WHICH HAVE PARTIALLY DIED SO THAT SHAPE, SIZE OR SYMMETRY HAVE BEEN DAMAGED SHALL BE CONSIDERED SUBJECT TO REPLACEMENT. IN SUCH CASES, THE OPINION OF THE OWNER SHALL BE FINAL.

C. PLANTS USED FOR REPLACEMENT SHALL BE OF THE SAME SIZE AND KIND AS THOSE ORIGINALLY PLANTED OR SPECIFIED. ALL WORK INCLUDING MATERIALS, LABOR AND EQUIPMENT USED IN REPLACEMENTS SHALL CARRY A 12 MONTH GUARANTEE AND SHALL GROW ACTIVE, HEALTHY GROWTH. BARE AREAS INCURRED AS A RESULT OF MAKING REPLACEMENTS SHALL BE IMMEDIATELY REPAIRED.

D. WHEN PLANT REPLACEMENTS ARE MADE, PLANTS, SOIL MIX, FERTILIZER AND MULCH ARE TO BE UTILIZED AS ORIGINALLY SPECIFIED AND RE-INSPECTED FOR FULL COMPLIANCE WITH THE CONTRACT REQUIREMENTS. PLANT REPLACEMENTS ARE INCLUDED UNDER 'WORK' OF THIS SECTION.

E. THE OWNER AGREES THAT FOR THE ONE YEAR WARRANTY PERIOD TO BE EFFECTIVE, HE WILL WATER PLANTS AT LEAST TWICE A WEEK DURING DRY PERIODS.

F. THE ABOVE GUARANTEE SHALL NOT APPLY WHERE PLANTS DIE AFTER ACCEPTANCE BECAUSE OF DAMAGE DUE TO ACTS OF GOD, VANDALISM, INSECTS, DISEASE, INJURY BY HUMANS, MACHINES, THEFT OR NEGLIGENCE BY OWNER.

G. ACCEPTANCE FOR ALL LANDSCAPE WORK SHALL BE GIVEN AFTER FINAL INSPECTION BY THE OWNER PROVIDED THE JOB IS IN A COMPLETE, UNDAMAGED CONDITION AND THERE IS A STAND OF GRASS IN ALL LAWN AREAS. AT THAT TIME, THE OWNER WILL ASSUME MAINTENANCE ON THE ACCEPTED WORK.

1.9 QUALITY ASSURANCE

A. COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.

B. EMPLOY PERSONNEL EXPERIENCED AND FAMILIAR WITH THE REQUIRED WORK AND SUPERVISION BY A FOREMAN.

C. MAKE CONTACT WITH SUPPLIERS IMMEDIATELY UPON OBTAINING NOTICE OF CONTRACT ACCEPTANCE TO SELECT AND BOOK MATERIALS.

D. DEVELOP A PROGRAM OF MAINTENANCE (PRUNING AND FERTILIZATION) WHICH WILL ENSURE THE PURCHASED MATERIALS WILL MEET AND/OR EXCEED PROJECT SPECIFICATIONS.

E. DO NOT MAKE PLANT MATERIAL SUBSTITUTIONS. IF THE LANDSCAPE MATERIAL SPECIFIED IS NOT READILY AVAILABLE, SUBMIT PROOF TO LANDSCAPE ARCHITECT ALONG WITH THE PROPOSED MATERIAL TO BE USED IN LIEU OF THE SPECIFIED PLANT.

F. AT THE TIME BIDS ARE SUBMITTED, THE CONTRACTOR IS ASSUMED TO HAVE LOCATED THE MATERIALS NECESSARY TO COMPLETE THE JOB AS SPECIFIED.

G. OWNER'S REPRESENTATIVE SHALL INSPECT ALL PLANT MATERIAL AND RETAINS THE RIGHT TO INSPECT MATERIALS UPON ARRIVAL TO THE SITE AND DURING INSTALLATION. THE OWNERS REPRESENTATIVE MAY ALSO REJECT ANY MATERIALS HE/SHE FEELS TO BE UNSATISFACTORY OR DEFECTIVE DURING THE WORK PROCESS. ALL PLANTS DAMAGED IN TRANSIT OR AT THE JOB SITE SHALL BE REJECTED.

1.10 PRODUCT DELIVERY, STORAGE AND HANDLING

A. PREPARATION

1. BALLED AND BURLAPPED B&B PLANTS): DIG AND PREPARE SHIPMENT IN A MANNER THAT WILL NOT DAMAGE ROOTS, BRANCHES, SHAPE AND FUTURE DEVELOPMENT.

2. CONTAINER GROWN PLANTS: DELIVER PLANTS IN RIGID CONTAINER TO HOLD BALL SHAPE AND PROTECT ROOT MASS.

B. DELIVERY

1. DELIVER PACKAGED MATERIALS IN SEALED CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. PROTECT MATERIALS FROM DETERIORATION DURING DELIVERY AND WHILE STORED ON SITE.

2. DELIVER ONLY PLANT MATERIALS THAT CAN BE PLANTED IN ONE DAY UNLESS ADEQUATE STORAGE AND TEMPORARY FACILITIES ARE AVAILABLE ON SITE

3. PROTECT ROOT BALLS BY HEELING IN WITH SAWDUST OR OTHER APPROVED MOISTURE RETAINING MATERIAL IF NOT PLANTED WITHIN 24 HOURS OF DELIVERY.

4. PROTECT PLANTS DURING DELIVERY TO PREVENT DAMAGE TO ROOT BALL OR DESICCATION OF LEAVES.

5. KEEP PLANTS MOIST AT ALL TIMES. COVER ALL MATERIALS DURING TRANSPORT.

6. NOTIFY OWNERS REPRESENTATIVE OF DELIVERY 72 HOURS PRIOR TO DELIVERY OF PLANT MATERIAL AT JOB SITE.

7. REMOVE REJECTED PLANT MATERIAL IMMEDIATELY FROM JOB SITE.

8. TO AVOID DAMAGE OR STRESS, DO NOT LIFT, MOVE, ADJUST TO PLUMB, OR OTHERWISE MANIPULATE PLANTS BY TRUNK OR STEMS.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. GENERAL: WELL FORMED NO. 1 GRADE OR BETTER NURSERY GROWN STOCK, LISTED PLANT HEIGHTS ARE FROM TOPS OF FOOT BALLS TO MAIN NORMAL TOPS OF PLANTS. SPREAD REFERS TO NOMINAL OUTER WIDTH OF THE PLANT NOT THE OUTER LEAF TIPS. PLANTS SHALL BE INDIVIDUALLY APPROVED BY THE OWNERS REPRESENTATIVE AND THEIR DECISION AS TO THEIR ACCEPTABILITY SHALL BE FINAL.

B. QUANTITIES: THE DRAWINGS AND SPECIFICATIONS ARE COMPLIMENTARY. ANYTHING CALLED FOR ON ONE AND NOT THE OTHER IS AS BINDING AS IF SHOWN AND CALLED FOR ON BOTH. THE PLANT SCHEDULE IS AN AID TO BIDDERS ONLY. CONFIRM ALL QUANTITIES ON PLAN.

C. QUANTITIES AND SIZE: PLANT MATERIALS SHALL CONFORM TO THE SIZE GIVEN ON THE PLAN AND SHALL BE HEALTHY, WELL SHAPED, FULL BRANCHED AND WELL ROOTED. SYMMETRY IS ALSO IMPERATIVE. PLANTS SHALL BE FREE FROM DISEASES, INSECTS, INJURY, DISEASE, BROKEN BRANCHES, DISFIGUREMENTS, INSECT EGGS AND ARE TO BE OF SPECIMEN QUALITY.

D. APPROVAL: ALL PLANTS WHICH ARE FOUND UNSUITABLE IN GROWTH OR ARE UNHEALTHY, BADLY SHAPED OR UNDERSIZED WILL BE REJECTED BY THE OWNERS REPRESENTATIVE EITHER BEFORE OR AFTER PLANTING AND SHALL BE REMOVED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR AND REPLACED WITH ACCEPTABLE SPECIMENS.

E. TREES SHALL BE HEALTHY, FULL BRANCHED, WELL SHAPED AND SHALL MEET THE MINIMUM REQUIREMENTS AS SPECIFIED ON THE PLANT SCHEDULE. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE IF POSSIBLE, AND WITH SIMILAR CLIMACTIC CONDITIONS.

F. PRUNING: ALL PRUNING OF TREES AND SHRUBS SHALL BE EXECUTED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER, PRIOR TO FINAL ACCEPTANCE.

G. PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED, EXCEPT THE PLANTS LARGER THAN THOSE SPECIFIED MAY BE USED. USE OF LARGER PLANTS SHALL NOT INCREASE THE CONTRACT PRICE.

H. WHERE MATERIALS ARE PLANTED IN MASSES, PROVIDE PLANTS OF UNIFORM SIZE.

I. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED, FIBROUS ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).

J. 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

K. TREE TRUNKS TO BE STURDY, EXHIBIT HARDENED SYSTEMS AND VIGOROUS AND FIBROUS ROOT SYSTEMS, NOT ROOT OR POT BOUND.

L. TREES WITH DAMAGED OR CROOKED LEADERS, BARK ABRASIONS, SUNSCALD, DISFIGURING KNOTS, OR INSECT DAMAGE WILL BE REJECTED.

M. 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

N. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.

O. 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.

P. 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.

2.2 SOIL PREPARATION MATERIALS

A. SANDY LOAM:

1. FRIABLE, FERTILE, DARK, LOAMY SOIL, FREE OF CLAY LUMPS, SUBSOIL, STONES AND OTHER EXTRANEOUS MATERIAL AND REASONABLY FREE OF WEEDS AND FOREIGN GRASSES. LOAM CONTAINING DALLASGRASS OR NUTGRASS SHALL BE REJECTED.

2. PHYSICAL PROPERTIES AS FOLLOWS:
   a. CLAY – BETWEEN 7-27%
   b. SILT – BETWEEN 15-25%
   c. SAND – LESS THAN 52%

3. ORGANIC MATTER SHALL BE 3%-10% OF TOTAL DRY WEIGHT.

4. IF REQUESTED, LANDSCAPE CONTRACTOR SHALL PROVIDE A CERTIFIED SOIL ANALYSIS CONDUCTED BY AN APPROVED SOIL TESTING LABORATORY VERIFYING THAT SANDY LOAM MEETS THESE ABOVE REQUIREMENTS.

B. ORGANIC MATERIAL: COMPOST WITH A MIXTURE OF 80% VEGETATIVE MATTER AND 20% ANIMAL WASTE. INGREDIENTS SHOULD BE A MIX OF COCOA BEAN HULL, AND PINE TEXTURED MATERIAL.

C. PREMIXED BEDDING SOIL AS SUPPLIED BY VITAL EARTH RESOURCES, GLADEWATER, TEXAS; PROFESSIONAL BEDDING SOIL AS SUPPLIED BY LIVING EARTH TECHNOLOGY, DALLAS, TEXAS OR ACID GRO MUNICIPAL MIX AS SUPPLIED BY SOIL BUILDING SYSTEMS, DALLAS, TEXAS OR APPROVED EQUAL.

D. SHARP SAND: SHARP SAND MUST BE FREE OF SEEDS, SOIL PARTICLES AND WEEDS.

E. MULCH: DOUBLE SHREDDED HARDWOOD MULCH, PARTIALLY DECOMPOSED, DARK BROWN.

F. ORGANIC FERTILIZER: FERTILAID, SUSTANE, OR GREEN SENSE OR EQUAL AS RECOMMENDED FOR REQUIRED APPLICATIONS. FERTILIZER SHALL BE DELIVERED TO THE SITE IN ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.

G. COMMERCIAL FERTILIZER: 10-20-10 OR SIMILAR ANALYSIS. NITROGEN SOURCE TO BE A MINIMUM 50% SLOW RELEASE ORGANIC NITROGEN (SCU OR UF) WITH A MINIMUM 8% SULFUR AND 4% IRON, PLUS MICRONUTRIENTS.

H. PEAT: COMMERCIAL SPHAGNUM PEAT MOSS OR PARTIALLY DECOMPOSED SHREDDED PINE BARK OR OTHER APPROVED ORGANIC MATERIAL.

2.3 MISCELLANEOUS MATERIALS

A. STEEL EDGING - SHALL BE 3/16" X 4" X 16" DARK GREEN LANDSCAPE EDGING. DURAEDGE STEEL OR APPROVED EQUAL.

B. TREE STAKING - TREE STAKING SOLUTIONS OR APPROVED SUBSTITUTE; REFER TO DETAILS

C. FILTER FABRIC - MIRAFI 140S BY MIRAFI INC. OR APPROVED SUBSTITUTE. AVAILABLE AT LONE STAR PRODUCTS, INC. (469-523-0444)

D. SAND - UNIFORMLY GRADED, WASHED, CLEAN, BANK RUN SAND.

E. GRAVEL: WASHED NATIVE PEA GRAVEL, GRADED 1" TO 1.5"

F. DECOMPOSED GRANITE - BASE MATERIAL OF NATURAL MATERIAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER COMPOSED OF VARIOUS STAGES OF DECOMPOSED GRANITE BASE.

G. RIVER ROCK - LOCALLY AVAILABLE NATIVE RIVER ROCK BETWEEN 2"-4" IN DIAMETER.

H. 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 THE MANUFACTURER'S LABELED RATES.

PART 3 - EXECUTION

3.1 PREPARATION

A. LANDSCAPE CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS AND REPORT ANY DEFICIENCIES TO THE OWNER.

B. ALL PLANTING AREAS SHALL BE CONDITIONED AS FOLLOWS:
   1. PREPARE NEW PLANTING BEDS BY SCRAPING AWAY EXISTING GRASS AND WEEDS AS NECESSARY. TILL EXISTING SOIL TO A DEPTH OF SIX (6") INCHES PRIOR TO PLACING COMPOST AND FERTILIZER. APPLY FERTILIZER AS PER MANUFACTURER'S RECOMMENDATIONS. ADD SIX (6") INCHES OF COMPOST AND TILL INTO A DEPTH OF SIX (6") INCHES OF SPECIFIED MULCH (SETTLED THICKNESS).
   2. BACKFILL FOR TREE PITS SHALL BE AS FOLLOWS: USE EXISTING TOP SOIL ON SITE (USE IMPORTED TOPSOIL AS NEEDED) FREE FROM LARGE CLUMPS, ROCKS, DEBRIS, CALICHE, SUBSOILS, ETC., PLACED IN NINE (9") INCH LAYERS AND WATERED IN THOROUGHLY.

C. GRASS AREAS:
   1. BLOCKS OF SOD SHOULD BE LAID JOINT TO JOINT (STAGGERED JOINTS) AFTER FERTILIZING THE GROUND FIRST. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. THE JOINTS BETWEEN THE BLOCKS OF SOD SHOULD BE FILLED WITH TOPSOIL WHERE THEY ARE GAPED OPEN, THEN WATERED THOROUGHLY.

3.2 INSTALLATION

A. MAINTENANCE OF PLANT MATERIALS SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS DELIVERED TO THE SITE AND SHALL CONTINUE UNTIL ALL CONSTRUCTION HAS BEEN SATISFACTORILY ACCOMPLISHED.

B. PLANT MATERIALS SHALL BE DELIVERED TO THE SITE ONLY AFTER THE BEDS ARE PREPARED AND AREAS ARE READY FOR PLANTING. ALL SHIPMENTS OF NURSERY MATERIALS SHALL BE THOROUGHLY PROTECTED FROM THE WINDS DURING TRANSIT. ALL PLANTS WHICH CANNOT BE PLANTED AT ONCE, AFTER DELIVERY TO THE SITE, SHALL BE WELL PROTECTED AGAINST THE POSSIBILITY OF DRYING BY WIND AND BALLS OF EARTH OF B & B PLANTS SHALL BE KEPT COVERED WITH SOIL OR OTHER ACCEPTABLE MATERIAL. ALL PLANTS REMAIN THE PROPERTY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE.

C. POSITION THE TREES AND SHRUBS IN THEIR INTENDED LOCATION AS PER PLAN.

D. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL POSITIONING OF PLANT MATERIALS.

E. EXCAVATE PITS WITH VERTICAL SIDES AND HORIZONTAL BOTTOM. TREE PITS SHALL BE LARGE ENOUGH TO PERMIT HANDLING AND PLANTING WITHOUT INJURY TO BALLS OF EARTH OR ROOTS AND SHALL BE OF SUCH DEPTH THAT,WHEN PLANTED AND SETTLED, THE CROWN OF THE PLANT SHALL BEAR THE SAME RELATIONSHIP TO THE FINISH GRADE AS IT DID TO SOIL SURFACE IN ORIGINAL PLACE OF GROWTH. THE SIDES OF THE HOLE SHOULD BE ROUGH AND JAGGED, NEVER SLICK OR GLAZED.

F. SHRUB AND TREE PITS SHALL BE NO LESS THAN TWENTY-FOUR (24") INCHES WIDER THAN THE LATERAL DIMENSION OF THE EARTH BALL AND SIX (6") INCHES DEEPER THAN IT'S VERTICAL DIMENSION. REMOVE AND HAUL FROM SITE ALL ROCKS AND STONES OVER THREE-QUARTER (¾") INCH IN MATERIAL. PLANTS SHOULD BE THOROUGHLY MOIST BEFORE REMOVING CONTAINERS.

G. PERCOLATION TEST: FILL THE HOLE WITH WATER. IF THE WATER LEVEL DOES NOT PERCOLATE WITHIN 24 HOURS, THE TREE NEEDS TO MOVE TO ANOTHER LOCATION OR HAVE DRAINAGE ADDED. INSTALL A PVC STAND PIPE BY THE TREE IF THE PERCOLATION TEST FAILS.

H. BACKFILL ONLY WITH 5 PARTS EXISTING SOIL OR SANDY LOAM AND 1 PART BED PREPARATION. WHEN THE HOLE IS DUG IN SOLID ROCK, TOPSOIL FROM THE SAME AREA SHOULD NOT BE USED. CAREFULLY SETTLE BY WATERING TO PREVENT AIR POCKETS. REMOVE THE BURLAP FROM THE TOP ⅔ OF THE BALL, AS WELL AS ALL NYLON, PLASTIC STRING AND WIRE. CONTAINER TREES WILL USUALLY BE ROOT BOUND. IF SO FOLLOW STANDARD NURSERY PRACTICE OF 'ROOT SCORING'.

I. DO NOT WRAP TREES.

J. DO NOT OVER PRUNE.

K. REMOVE NURSERY TAGS AND STAKES FROM ALL PLANTS

L. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS. REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING.

M. REMOVE UPPER THIRD OF BURLAP FROM BALLED AND BURLAPPED TREES AFTER PLACEMENT.

N. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. ORIENT PLANTS FOR BEST APPEARANCE.

O. MULCH THE TOP OF THE BALL. DO NOT PLANT GRASS ALL THE WAY TO THE TRUNK OF THE TREE. LEAVE THE AREA ABOVE THE TOP OF THE BALL AND MULCH WITH AT LEAST TWO (2") INCHES OF SPECIFIED MULCH.

P. ALL PLANT BEDS AND TREES TO BE MULCHED WITH A MINIMUM SETTLED THICKNESS OF TWO (2") INCHES OVER THE ENTIRE BED OR PIT.

Q. OBSTRUCTION BELOW GROUND: IN THE EVENT THAT ROCK, OR UNDERGROUND CONSTRUCTION WORK OR OBSTRUCTIONS ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION WORK TO BE DONE UNDER THIS SECTION, ALTERNATE LOCATIONS MAY BE SELECTED BY THE OWNER. WHERE LOCATIONS CANNOT BE CHANGED, THE OBSTRUCTIONS SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN THREE (3') FEET BELOW GRADE AND NO LESS THAN SIX (6") INCHES BELOW THE BOTTOM OF BALL WHEN PLANT IS PROPERLY SET AT THE REQUIRED GRADE. THE WORK OF THIS SECTION SHALL INCLUDE THE REMOVAL FROM THE SITE OF SUCH ROCK OR UNDERGROUND OBSTRUCTIONS ENCOUNTERED AT THE COST OF THE LANDSCAPE CONTRACTOR.

R. TREES AND LARGE SHRUBS SHALL BE STAKED AS SITE CONDITIONS REQUIRE. POSITION STAKES TO SECURE TREES AGAINST SEASONAL PREVAILING WINDS.

S. PRUNING AND MULCHING: PRUNING SHALL BE DIRECTED BY THE LANDSCAPE ARCHITECT AND SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE FOLLOWING FINE PRUNING, CLASS I PRUNING STANDARDS PROVIDED BY THE NATIONAL ARBORIST ASSOCIATION.
   1. DEAD WOOD, SUCKERS, BROKEN AND BADLY BRUISED BRANCHES SHALL BE REMOVED. GENERAL TIPPING OF THE BRANCHES IS NOT PERMITTED. DO NOT CUT TERMINAL BRANCHES.
   2. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.
   3. IMMEDIATELY AFTER PLANTING OPERATIONS ARE COMPLETED, ALL TREE PITS SHALL BE COVERED WITH A LAYER OF ORGANIC MATERIAL TWO (2") INCHES IN DEPTH. THIS LIMIT OF THE ORGANIC MATERIAL FOR TREES SHALL BE THE DIAMETER OF THE PLANT PIT.

Q. STEEL EDGE INSTALLATION: EDGE SHALL BE ALIGNED AS INDICATED ON PLANS. STAKE OUT LIMITS OF STEEL CURBING AND OBTAIN OWNERS APPROVAL PRIOR TO INSTALLATION.
   1. ALL STEEL CURBING SHALL BE FREE OF KINKS AND ABRUPT BENDS.
   2. TOP OF EDGING SHALL BE ½" MAXIMUM HEIGHT ABOVE FINAL FINISHED GRADE.
   3. STAKES ARE TO BE INSTALLED ON THE PLANTING BED SIDE OF THE CURBING, AS OPPOSED TO THE GRASS SIDE.
   4. DO NOT INSTALL STEEL EDGING ALONG SIDEWALKS OR CURBS.
   5. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE EDGING MEETS SIDEWALKS OR CURBS.

3.3 CLEANUP AND ACCEPTANCE

A. CLEANUP: DURING THE WORK, THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES. STORAGE AREAS FOR ALL MATERIALS SHALL BE SO ORGANIZED SO THAT THEY, TOO, ARE NEAT AND ORDERLY. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AS WORK PROGRESSES. KEEP PAVED AREAS CLEAN BY SWEEPING OR HOSING THEM AT END OF EACH WORK DAY.

B. REPAIR RUTS, HOLES AND SCARS IN GROUND SURFACES.

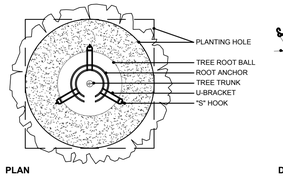
C. ENSURE THAT WORK IS COMPLETE AND PLANT MATERIALS ARE IN VIGOROUS AND HEALTHY GROWING CONDITION.

D. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEANED 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.

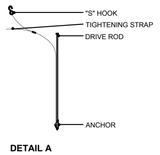
E. WHEN/IF THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNERS SATISFACTION WITHIN 24 HOURS.

F. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN ISSUED 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 COMMENCE.

END OF SECTION



PLAN



DETAIL A

ROOT ANCHOR ITEM#	ROOT BALL & CONTAINER SIZE	ANCHOR INSTALLATION DEPTH	QUANTITY & ANCHOR SIZE
15-BG	10 / 15 Gallon or 17" root ball	12 - 18" Minimum Depth	3 - V88 Anchors
30-BG	20 / 39 Gallon or 22" root ball	18

EXHIBIT B

Development Plans - 2091 East Eldorado Parkway

SITE DATA SUMMARY CHART 2.91 ACRES LOT 2A, BLOCK A ELM LITTLE PROPERTY	
SITE DATA SUMMARY	PROPOSED
EXISTING ZONING	LIGHT COMMERCIAL
LAND USE DESIGNATION	RETAIL /COMMERICAL
NET ACREAGE	2.91 AC (126,797 SF)
NUMBER OF PROPOSED LOTS	1
PERCENTAGE OF SITE COVERAGE	22.5%
AREA OF OPEN SPACE (SQUARE FEET)	18,719
PERCENTAGE OF OPEN SPACE	14.8%
AREA OF LANDSCAPE (SQUARE FEET)	18,719
PERCENTAGE OF LANDSAPE	14.8%
AREA OF IMPERVIOUS COVERAGE (SQUARE FEET)	108,078
PERCENTAGE OF IMPERVIOUS COVERAGE	85.2%
PROPSED BUILDING AREA (SF OF FOOTPRINT)	28,579
NUMBER OF SINGLE-STORY BUILDINGS	1
MAXIMUM BUILDING HEIGHT	33'
PROPOSED FLOOR AREA	28,579
REQURED PARKING (RETAIL - 1/200):	143(5 ADA)
PROVIDED PARKING:	
STANDARD	137
HANDICAP	6
TOTAL	143

STANDARD NOTES:

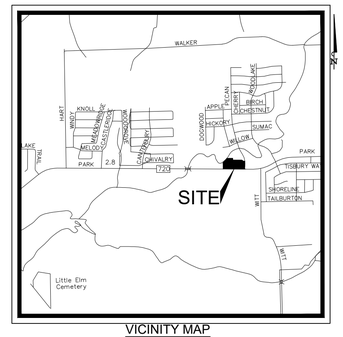
1. ALL SIGNAGE IS APPROVED VIA A SEPARATE PERMITTING PROCESS.
2. ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC. SHALL BE SCREENED IN COMPLIANCE WITH THE ZONING ORDINANCE.
3. ALL LIGHT SOURCES, INCLUDING WALL PACKS, LIGHT POLES, AND LIGHTS UNDERNEATH CANOPIES, SHALL BE RECESSED (i.e. FULL CUTOFFS) WITH NO DROP DOWN BULBS SO THAT ALL LIGHT SOURCES ARE SHIELDED AND NO LIGHT SOURCE IS OTHERWISE VISIBLE.
4. ENHANCED PAVING APPLIES TO THIS SITE. PLEASE CONTACT STAFF IF THE PAVING PLAN IS UNCLEAR.
5. ANY ALTERATION TO THE SITE PLAN, INCLUDING BUILDING ELEVATION AND LANDSCAPE SUBSTITUTIONS, REQUIRE TOWN APPROVAL THROUGH A REVISED PLAN.
6. RADIUSES DIMENSIONS 3' UNLESS OTHERWISE STATED IN THIS DRAWING.
7. ALL PARKING STRIPING SHALL BE WHITE.

LEGEND	
	HEAVY DUTY CONCRETE PAVEMENT PER DETAIL SHEET C-13
	PROPOSED CONCRETE SIDEWALK PER DETAILS SHEET C-13
	PROPOSED DUMPSTER CONCRETE PAVING PER DETAILS SHEET C-13
	PUBLIC CONCRETE SIDEWALK PER TOWN STANDARD DETAIL
	PROPOSED CONCRETE CURB AND GUTTER
	PROPERTY LINE
	FULL-DEPTH SAWCUT
FL	FIRE LANE
	EASEMENT LINE
10	PARKING COUNT

GRAPHIC SCALE

30 0 15 30 60

1 inch = 30 ft.



VICINITY MAP

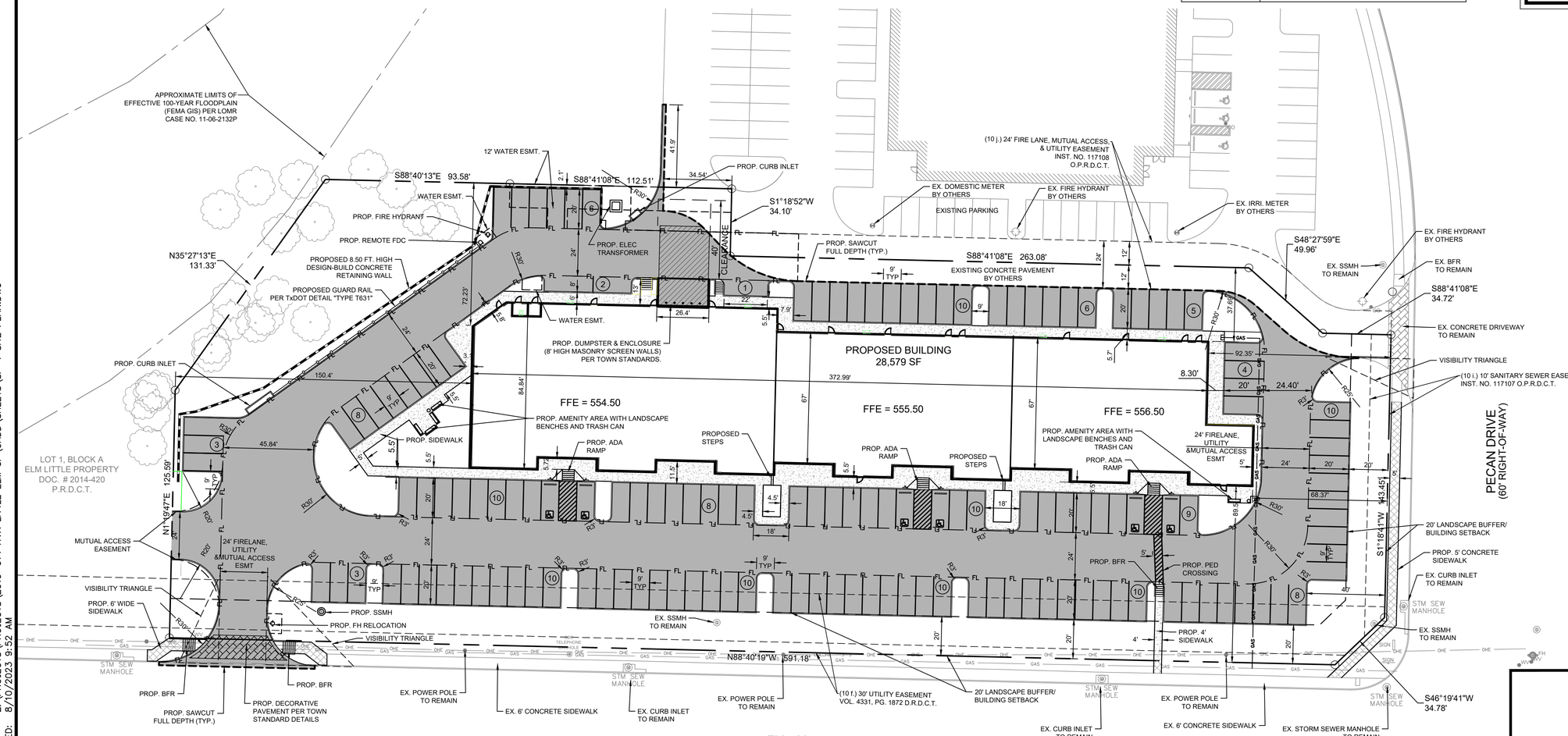
N.T.S.

ARCHITECT:
HEIGHTS VENTURE
ARCHITECTURE DESIGN
5741 LEGACY DRIVE, SUITE 320
PLANO, TX 75024
CAMERON W. BRICKERT
PH. 972.490.7592

APPLICANT:
CLAYMOORE ENGINEERING, INC.
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
CLAY CRISTY
PH: 817.281.0572

SURVEYOR:
EAGLE SURVEYING
210 SOUTH ELM STREET, SUITE 104
DENTON, TX 76201
DAN RICK
PH.972.839.2260

DEVELOPER:
3P LITTLE ELM, LLC
5431 BEACON HILL DRIVE
FRISCO, TX 75034
LOKESH PRASAD
PH.214.868.4198



PLOTTED BY: CLAY CRISTY
PLOT DATE: 8/29/2023 11:30 AM
LOCATION: Z:\PROJECTS\PROJECTS\2019-014 HVA LITTLE ELM 3P\CADD\SHEETS\SP-1 SITE PLAN.DWG
LAST SAVED: 8/10/2023 9:52 AM

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM
1903 CENTRAL DR. SUITE #406
BEDFORD, TX 76021

STATE OF TEXAS
CLAY CRISTY
109800
LICENSED
PROFESSIONAL ENGINEER
8/10/2023

HVA 3P RETAIL
FM 720 & PECAN DR.
LITTLE ELM, TX

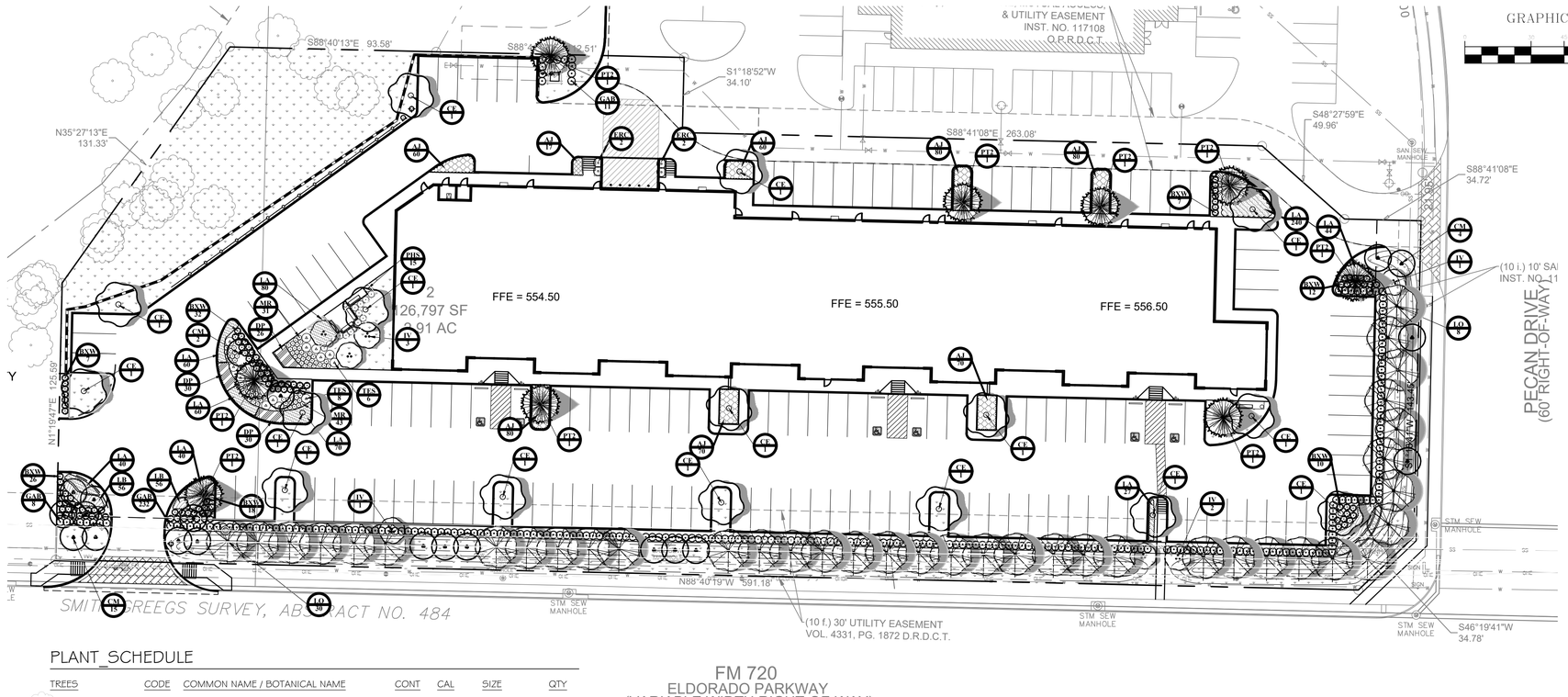
No.	DATE	REVISION	BY

SITE PLAN

SITE PLAN

3P LITTLE ELM RETAIL
LOT 4, BLOCK A
EL DORADO PARKWAY
Being 2.911 acres situated in The Allen Vestal Survey
Abstract No. 1312
Town of Little Elm
Denton County, Texas

DESIGN:	MKT
DRAWN:	MKT
CHECKED:	CLC
DATE:	8/10/2020
SHEET	SP-1
File No.	2019-014



GRAPHIC SCALE

N

PER ZONING CODE, TREES MUST BE PLANTED A MINIMUM OF 4' FROM UTILITY LINES. LANDSCAPE ARCHITECT RECOMMENDS A MINIMUM OF 10' FROM WET OR PRESSURED UTILITIES. CONTRACTOR TO VERIFY DISTANCE FROM UTILITIES IN THE FIELD.

PLANT_SCHEDULE

TREES	CODE	COMMON NAME / BOTANICAL NAME	CONT	CAL	SIZE	QTY
	EX	Existing Tree - to remain reference TS-1 & TS-2	ex	ex	ex	ex
	CM	Crape Myrtle / Lagerstroemia indica 'Dynamite'	CONT.	6" Cal.	12'-14' ht.	21
	IV	Yaupon Holly / Ilex vomitoria single trunk; street buffer tree	CONT.	6"Cal	12-14' ht.	7
	PT2	Italian Stone Pine / Pinus pinea parking lot tree	CONT.	6"Cal	12-14' ht.	9
	LO	Bigtooth Maple / Acer grandidentatum street buffer tree	CONT.	6"Cal	12-14' ht.	38
	CE	Cedar Elm / Ulmus crassifolia parking lot/site tree	CONT.	6"Cal	12-14' ht.	16

SHRUBS	CODE	COMMON NAME / BOTANICAL NAME	SIZE	QTY
	GAB	Dwarf Burford Holly / Ilex cornuta 36" o.c.; 'Burfordii Nana'	min. 36" ht.	251
	BXW	Japanese Boxwood / Buxus microphyla 30" o.c.; `Green Beauty`	min. 36" ht.	112
	ERC	Eastern Red Cedar / Juniperus virginiana 4' o.c.; 'Taylor'	min. 36" ht.	4
	PHS	Mock Orange / Philadelphus 3' o.c.; 'Snowbelle'	3 gal.	15
	TES	Texas Sage / Leucophyllum frutescens 4' o.c.; 'Compacta'	min. 24: ht.	14

SHRUB AREAS	CODE	COMMON NAME / BOTANICAL NAME	CONT	SPACING	QTY
	LB	Giant Liriope / Liriope gigantea	1 gal	15" o.c.	112
	LA	Aztec Grass / Liriope muscari `Aztec`	1 gal	15" o.c.	661
	AJ	Asian Jasmine / Trachelospermum asiaticum	4"pot	18" o.c.	517

GROUND COVERS	CODE	COMMON NAME / BOTANICAL NAME	CONT	QTY
	CT	St. Augustine / Stenotaphrum secundatum	sod	23,074 sf
	DP	Daylily / Hemerocallis 'Pandora's Box'	1 gal.	86
	MR	Seep Muhly / Muhlenbergia reverchonii	1 gal.	74

GENERAL PLANTING NOTES

1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
2. THE LANDSCAPE CONTRACTOR SHALL 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 AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.
3. CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 2" BELOW FINISH GRADE IN SHRUB AREAS AFTER INSTALLING SOIL AMENDMENTS. 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.
4. INSTALL 5 OUNCE, WOVEN, NEEDLE-PUNCHED POLYPROPYLENE FABRIC UNDER ALL MULCHED AREAS AND INDIVIDUAL TREE RINGS.
5. INSTALL SHREDDED HARDWOOD MULCH TOPDRESSING IN ALL PLANTING BEDS (2" DEPTH) AND ALL TREE RINGS (3" DEPTH). DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE.
6. INSTALL 14G, GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE PLAN).
7. HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
8. 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.)
9. 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.
10. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE DESIGNER IN WRITING (VIA PROPER CHANNELS).
11. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
12. 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.
13. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHAL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
14. 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.
    B. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
    C. 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.
15. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.
16. THERE ARE EXISTING TREES ON THIS SITE. EXTREME CARE SHALL BE EXERCISED WHEN WORKING ON SITE TO ENSURE PROTECTION OF ALL EXISTING TREES TO REMAIN. REFERENCE TS SHEETS FOR ADDITIONAL INFORMATION.

CITY 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, AND 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 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 LANDSCAPING SHALL BE IN A PLANNED AREA THAT IS DEFINED BY EDGING, MULCH OR ANOTHER PRACTICE APPROVED BY THE TOWN.

(11) 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.

PLANTING AND IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

LANDSCAPE CALCULATIONS

INTERIOR LANDSCAPE REQUIREMENTS

GROSS VEHICULAR USE AREA:	51,661 SF
LANDSCAPE AREA REQUIRED:	5,166 SF (10% OF VEHICULAR USE AREA)
LANDSCAPE AREA PROVIDED:	7,775 SF (15% OF VUA = 50% MORE THAN MINIMUM)
TREES REQUIRED:	13 TREES (1 TREE PER 400 SF OF REQUIRED LANDSCAPE AREA)
TREES PROVIDED:	13 TREES

PERIMETER LANDSCAPE REQUIREMENTS

CANOPY TREES REQUIRED - PECAN ST.:	8 TREES (1 PER 20 LF OF FRONTAGE, 150 LF TOTAL)
CANOPY TREES PROVIDED:	8 TREES
ORNAMENTAL TREES REQUIRED - PECAN ST.:	5 TREE (3 PER 5 CANOPY TREES)
ORNAMENTAL TREES PROVIDED:	5 TREE
CANOPY TREES REQUIRED - FM 720:	30 TREES (1 PER 20 LF OF FRONTAGE, 591 LF TOTAL)
CANOPY TREES PROVIDED:	30 TREES
ORNAMENTAL TREES REQUIRED - PECAN ST.:	18 TREES (3 PER 5 CANOPY TREES)
ORNAMENTAL TREES PROVIDED:	18 TREES

LANDSCAPE POINTS

TOTAL SITE AREA:	2.91 ACRES
POINTS REQUIRED:	25 POINTS
OVERSIZED PROPOSED TREES	5 POINTS
OPEN SPACE INCREASE	5 POINTS
BUFFERING BERMS	5 POINTS
ENHANCED LANDSCAPING	5 POINTS
ENHANCED HARDSCAPE (SEE CIVIL DRAWINGS)	5 POINTS
TOTAL POINTS PROVIDED	25 POINTS

TREE MITIGATION (SEE SHEET TD-1 FOR CALCULATIONS)

QUALITY TREES REMOVED:	69"
MITIGATION REQUIRED:	192"
PROVIDED MITIGATION:	$10,257.08 INTO TREE FUND

EVERGREEN DESIGN GROUP
(800) 680-6630
15305 Dallas Pkwy., Ste 300
Addison, TX 75001
www.EvergreenDesignGroup.com

TEXAS REGISTRATION #14199
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1903 CENTRAL DR, SUITE #406
BEDFORD, TEXAS

REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS
8-25-23

HVA 3P RETAIL
LITTLE ELM

No.	DATE	REVISION	BY

LANDSCAPE PLANTING

DESIGN:	DFR
DRAWN:	DFR
CHECKED:	RM
DATE:	3/24/2019

SHEET
LP-1

File No. 2019-014

PLOTTED BY: LISA CUTSHAW
PLOT DATE: 8/25/2023 6:36 PM
LOCATION: C:\USERS\CUTS\DOCUMENTS\BMDS\PROJECTS\2023\EVERGREEN DESIGN STUDIO\HVA 3P\CAD\LITTLEELM 3P_TX LP.DWG
LAST SAVED: 8/23/2023 6:06 PM

LANDSCAPE PLANTING NOTES

QUALIFICATIONS OF LANDSCAPE CONTRACTOR

1. The landscaping shall be performed by a single firm specializing in landscape planting.
2. A list of successfully completed projects of this type, size and nature may be requested by the Owner for further qualification measures.
3. The Landscape Contractor must 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.

SCOPE OF WORK

1. Work covered by these sections includes the furnishing of any paying for 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 Plan.
2. All work shall be performed in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work and provide all inspections and permits required by federal, state and local authorities in supply, transportation and installation of materials.
3. The Landscape Contractor is responsible for the verification of all underground utility lines (telephone, gas, water, electrical, cable, television, etc...) prior to the start of any work.

PLANT MATERIALS

1. Provide plants typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems.
2. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant disease, insect eggs, borers and all other forms of infestation.
3. All plants shall be balled and burlapped or container grown as specified. No container grown stock will be accepted if it is root bound. All root wrapping material made of synthetics shall be removed at time of planting.
4. All material shall conform to the guidelines established by the American Association of Nurseryman.
5. Cracked or mushroomed rootballs are not acceptable.
6. Caliper measurement for standard (single trunk) trees shall be taken as follows: Six inches above the natural grade line for trees up to and including four inches in caliper; and twelve inches above the natural grade line for trees exceeding four inches in caliper - unless specified differently on the Landscape Plan.
7. Multi-trunk trees shall be measured by their overall planted height.

PRODUCTS

1. All manufactured products will be new.
2. Topsoil: A friable, loamy topsoil (or silty sand) with minimal clay clods.
3. Planting Mix: An equal part mixture of topsoil, sand and compost.
4. Starter Fertilizer: A 13-13-13 ratio with 25% scu, 5% sulfur, 2% iron and additional micronutrients.
5. Palm Maintenance Spikes: As manufactured by the Lutz Corp. Phone (800) 203-7740 - or approved equal.
6. Pre-Emrgence: Any granular, non-staining pre-emergence that is labeled for the specific ornamentals or turf it will be utilized on. A pre-emergence herbicide is to be applied per the manufacturer's labeled rates.
7. Mulch: As specified on the planting plan - well decomposed.
8. Steel Edging: Professional steel edging, 14 gauge thick x 4 inches wide factory painted dark green. Acceptable manufacturers include Col-Met or approved equal.
9. Weed Barrier: A 5 ounce, woven, needle-punched fabric. Acceptable product includes DeWitt' Pro 5, or approved equal.
10. Tree Anchoring: http://www.treestakesolutions.com

TREE PLANTING

1. Tree holes shall be excavated to a width of two times the width of the rootball, and to a depth equal to the depth of the rootball (less two inches).
2. Scarify the sides and bottom of the tree hole prior to the placement of the tree. Remove any glazing that may have been caused during the excavation of the hole.
3. Install the tree so the top of the rootball is one to two inches above the surrounding grade.
4. Backfill the tree hole utilizing the existing topsoil from on-site. Clay, rocks and other debris shall be removed from the soil prior to the backfill. Should additional soil be required to accomplish this task, import additional topsoil from off-site, add no additional cost to the Owner.
5. The size of tree anchor shall be per manufacturer's recommendation. Reference http://www.treestakesolutions.com or approved equal.
6. Upon completion of the planting, an earth watering basin will be constructed around the tree. The interior of the tree ring will then be covered with the weed barrier cloth, and topdressed with a three inch layer of mulch.

PALM PLANTING

1. Dig the hole the same size as the rootball.
2. Use bank sand mixed with the existing soil (75% bank sand and 25% existing soil) as the backfill.
3. Begin to backfill around the rootball with the new soil mixture until you are about one-third from the top of the rootball.
4. Apply the Palm Maintenance Spikes per the manufacturer's directions.
5. Brace the palms using palm braces. Nail the 2 x 4 into the adjustable palm brace. DO NOT nail the 2 x 4 into the palm itself.
6. Upon completion of the planting, an earth watering basin will be constructed around the palm. The interior of the watering basis will then be covered with the weed barrier cloth, and topdressed with a three inch layer of mulch.

SHRUB AND GROUNDCOVER PLANTING

1. Upon approval of the grade left by the General Contractor, the Landscape Contractor will rototill the proposed bed locations (BEFORE adding the imported soil). A six inch depth of the specified planting mix will then be evenly spread over the designated bed area. The planting bed will then be rototilled AGAIN , and a pre-emergence and starter fertilizer will be applied.
2. The planting bed will then be hand raked smooth and crowned for proper drainage.
3. Dig the hold twice as wide as the plant's rootball. Install the plant in the hole. Backfill around the plant.
4. Install the weed barrier cloth, overlapping it at the ends. Utilize steel staples to keep the weed barrier cloth in place.
5. A three inch depth of mulch will then be installed as a top dressing, covering the entire planting area.

TURF AREA PREPARATION

1. The General Contractor will leave all turf areas (excluding the detention ponds) at two (4) inches below final grade. The Landscape Contractor shall import and spread a compacted four inch depth of loamy topsoil - ensuring the soil is compacted.
2. Landscape Contractor will ensure all areas are crowned for proper drainage
3. Apply the starter fertilizer.

SODDING

1. Sod variety to be as specified on the Landscape Plan.
2. Lay sod within 24 hours from the time of stripping. Do not lay if the ground is frozen.
3. 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.
4. 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.
5. Roll the sod to ensure good contact of the sod's root system with the soil underneath.

HYDROMULCHING

1. The hydromulch mix (per 1,000 sf) shall be as follows:

WINTER MIX (October 1 - March 31)
- 50# Cellulose Fiber Mulch
- 2# Unhulled Bermuda Seed
- 2# Annual Rye Seed
- 15# 15-15-15 Water Soluble Fertilizer

SUMMER MIX (April 1 - September 30)
- 50# Cellulose Fiber Mulch
- 2# Hulled Bermuda Seed
- 15# 15-15-15 Water Soluble Fertilizer

CLEAN UP

1. During landscape preparation and planting, keep all pavement clean and all work areas in a neat, orderly condition.
2. All excavated materials will be disposed of legally off the project site.

INSPECTION AND ACCEPTANCE

1. Upon completion of the work, provide the site clean and free of materials and suitable for use as intended.
2. When the planting work is completed, the Owner will make an inspection to determine acceptability.
3. When the inspected planting work does not comply with the contract documents, replace the rejected work within 24 hours.
4. Landscape maintenance will continue until re-inspected by the Owner and found to be acceptable. Once acceptable, Final Acceptance will be issued, and the required maintenance period will commence.

LANDSCAPE MAINTENANCE

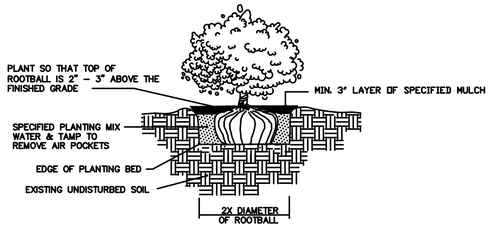
1. The maintenance period shall commence once Final Acceptance has been issued by the Owner, and shall continue for a period of ninety (90) days.
2. The monitoring and scheduling of the irrigation system will be the responsibility of the Landscape Contractor during this time. Coordinate all scheduling and any access requirements with the Owner.
3. Landscape maintenance shall include, but not be limited to: WEEKLY SITE VISITS FOR mowing, edging, blowing, weeding, trimming, pruning, fertilizing, weed control, insect control, disease control, re-staking, re-setting of plants to their proper grade or their upright position, and any other means to keep the plantings healthy, free of insects and diseases, and in a continual thriving condition.

WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS

1. Plant materials supplied shall be warranted to remain alive and healthy for a period of twelve (12) months after the date of Final Acceptance by Owner {seasonal annuals for 90 days from Final Acceptance}. Plants in an impaired, dead or dying condition after initial acceptance or within the warranty period shall be removed and replaced immediately to the satisfaction of the Owner.

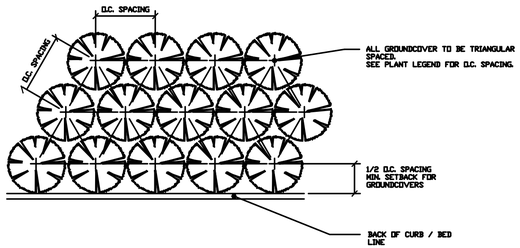
RECORD DRAWINGS

1. 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 change orders, addenda, or contractor/consultant drawing markups.



SHRUB/GROUNDCOVER PLANTING DETAIL

SCALE: NOT TO SCALE



GROUNDCOVER SPACING DETAIL

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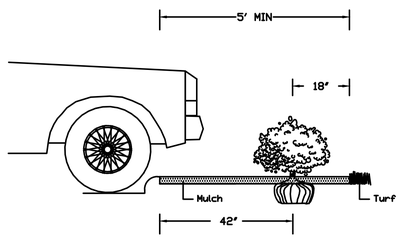
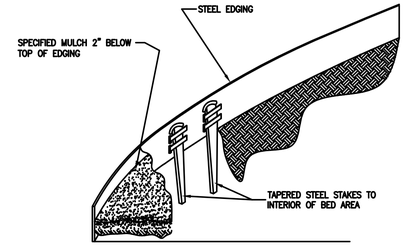
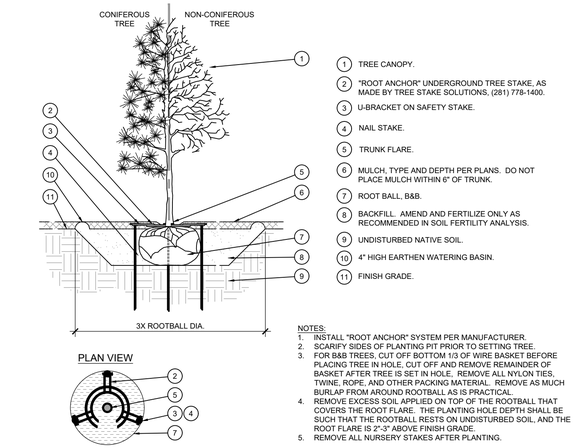


HEDGE PLANTING AT PARKING CURB



LANDSCAPE EDGING DETAIL

SCALE: NOT TO SCALE



1. TREE CANOPY.
2. "ROOT ANCHOR" UNDERGROUND TREE STAKE, AS MADE BY TREE STAKE SOLUTIONS, (281) 778-1400.
3. U-BRACKET ON SAFETY STAKE.
4. NAIL STAKE.
5. TRUNK FLARE.
6. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
7. ROOT BALL, B&B.
8. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
9. UNDISTURBED NATIVE SOIL.
10. 4" HIGH EARTHEN WATERING BASIN.
11. FINISH GRADE.

NOTES:
1. INSTALL "ROOT ANCHOR" SYSTEM PER MANUFACTURER.
2. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
3. 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 BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
4. 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"-3" ABOVE FINISH GRADE.
5. REMOVE ALL NURSERY STAKES AFTER PLANTING.

TREE PLANTING

SCALE: NOT TO SCALE

TEXAS REGISTRATION #14199

CLAYMOORE ENGINEERING
PHONE: 817.281.0572
WWW.CLAYMOORE.COM
1903 CENTRAL DR, SUITE #406
BEDFORD, TEXAS

REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS
8-25-23

HVA 3P RETAIL
LITTLE ELM

No.	DATE	REVISION	BY

LANDSCAPE DETAILS & SPECIFICATIONS

DESIGN:	DFR
DRAWN:	DFR
CHECKED:	RM
DATE:	3/24/2019

SHEET

LP-2

File No. 2019-014

EVERGREEN DESIGN GROUP
(800) 680-6630
15305 Dallas Pkwy., Ste 300
Addison, TX 75001
www.EvergreenDesignGroup.com

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PLOT DATE: 8/25/2023 6:37 PM
LOCATION: C:\USERS\LCUTS\DOCUMENTS\BMDS\PROJECTS\2023\EVERGREEN DESIGN STUDIO\HVA 3P\CAD\LITTLEELM 3P_TX LP.DWG
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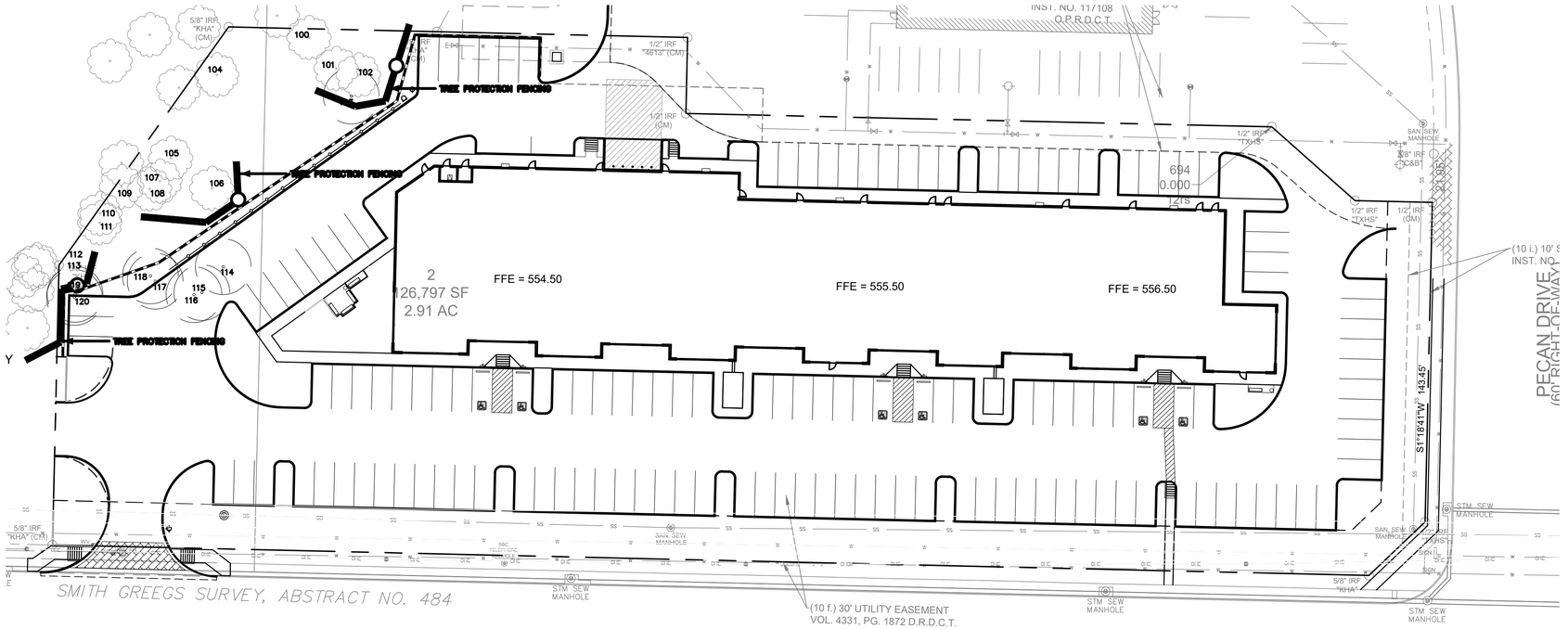

LEGEND

EXISTING TREE TO BE RETAINED

EXISTING TREE TO BE REMOVED

TREE PROTECTION FENCING REF. TS-2

MITIGATION CALCULATIONS

TREE #	TREE NAME	DIAMETER	DISPOSITION	CLASS	REPLACEMENT RATIO	MITIGATION INCHES	TREE VALUE
100	ELM	6"	PRESERVED	N/A	N/A	N/A	N/A
101	MESQUITE	30"	PRESERVED	N/A	N/A	N/A	N/A
102	HACKBERRY	10"	PRESERVED	N/A	N/A	N/A	N/A
103	ASH	6"	REMOVED	CLASS 2	4:1	24"	$497.63
104	BOIS D'ARC	25"	PRESERVED	N/A	N/A	N/A	N/A
105	ELM	14"	PRESERVED	N/A	N/A	N/A	N/A
106	CEDAR	18"	PRESERVED	N/A	N/A	N/A	N/A
107	ASH	14"	PRESERVED	N/A	N/A	N/A	N/A
108	ELM	12"	PRESERVED	N/A	N/A	N/A	N/A
109	ELM	18"	PRESERVED	N/A	N/A	N/A	N/A
110	ASH	8"	PRESERVED	N/A	N/A	N/A	N/A
111	ELM	10"	PRESERVED	N/A	N/A	N/A	N/A
112	BOIS D'ARC	8"	PRESERVED	N/A	N/A	N/A	N/A
113	ELM	10"	PRESERVED	N/A	N/A	N/A	N/A
114	HACKBERRY	10"	REMOVED	CLASS 4	2:1	20"	$691.15
115	HACKBERRY	6"	REMOVED	CLASS 4	2:1	12"	$248.81
116	ELM	6"	REMOVED	CLASS 2	4:1	24"	$497.63
117	BOIS D'ARC	12"	REMOVED	CLASS 4	2:1	24"	$995.26
118	ELM	13"	REMOVED	CLASS 2	4:1	52"	2336.09
119	ELM	6"	REMOVED	CLASS 2	4:1	12"	$497.63
120	ELM	6"	REMOVED	CLASS 2	4:1	24"	$497.63
					TOTAL	192"	$6,261.82

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REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS
8-25-23

HVA 3P RETAIL
LITTLE ELM

No.	DATE	REVISION	BY

TREE SURVEY

DESIGN: DFR
DRAWN: DFR
CHECKED: RM
DATE: 3/24/2019
SHEET
TS-1
File No. 2019-014

PLOTTED BY: LISA CUTSHAW
PLOT DATE: 8/25/2023 7:27 PM
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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

ALL TREES AND SHRUBS (SHOWN TO REMAIN) WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.

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. ENSURE ALL TREES RECEIVE A COMMERCIAL-GRADE ROOT STIMULATOR APPLICATION AFTER PRUNING.

PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE DRIPLINE AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST OR IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS AT THE DRIP LINE OF TREES (ROOT PROTECTION ZONE, RPZ) AND/OR LANDSCAPE PLANT MATERIAL INCLUDING NATURAL AREAS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION.

PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.

THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.

THE INSTALLATION POSTS WILL BE PLACED EVERY 6 FEET AROUND THE DRIP LINE OR RPZ AND EMBEDDED TO 18 INCHES DEEP. FABRIC ATTACHMENT 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.

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

ROUTE UNDERGROUND UTILITIES TO AVOID THE RPZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM.

THE CONTRACTOR SHOULD AVOID CUTTING ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. EXCAVATION IN THE VICINITY OF TREES SHALL PROCEED WITH CAUTION.

REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.

TREES DAMAGED OR LOST DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S SATISFACTION.

ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER PRIOR TO ITS REMOVAL.

COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.

IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DUING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THOSE AREAS WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

WATER ALL TREES, MOST HEAVILY 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.

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.

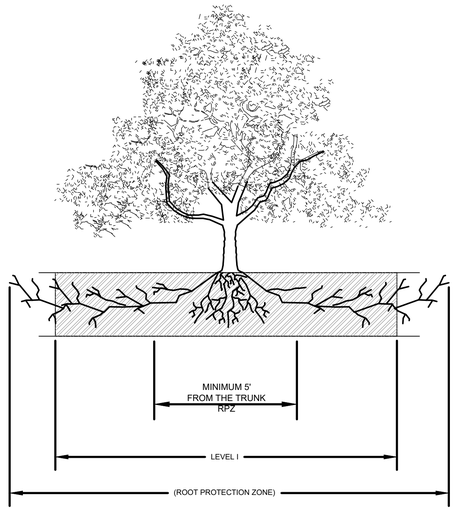
WHEN AN EXCAVATION OR EMBANKMENT IS PLACED WITHIN THE DRIPLINE OF ANY TREE GREATER THAN EIGHT INCHES IN DIAMETER, A TREE WELL SHALL BE CONSTRUCTED TO PROTECT THE TREE AS INDICATED, WHEN THE CUT OR FILL EXCEEDS EIGHT INCHES.

WHERE PAVING OR FILLING IS NECESSARY WITHIN THE DRIPLINE OF ANY TREE EIGHT INCHES OR GREATER, A PERMEABLE PAVEMENT AND AERATION SYSTEM MUST BE INSTALLED.

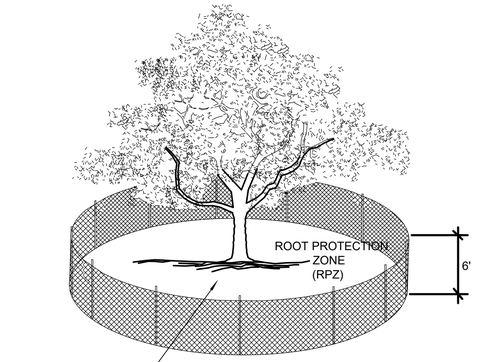
CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION RELATED ACTIVITIES HAVE BEEN REMOVED.

TREE PROTECTION REQUIREMENTS

1. A ROOT PROTECTION ZONE WILL BE ESTABLISHED AROUND EACH TREE OR ANY VEGETATION TO BE PRESERVED. THE ROOT PROTECTION ZONE SHALL BE AN AREA DEFINED BY THE RADIUS EXTENDING OUTWARD FROM THE TRUNK OF THE TREE A DISTANCE OF ONE (1) LINEAR FOOT FOR EACH INCH DIAMETER INCH AT BREAST HEIGHT (4.5') OF THE TREE. EXAMPLE: A 10-INCH DIAMETER TREE WILL HAVE A 10 FOOT RADIUS ROOT PROTECTION ZONE.
2. NO WORK SHALL BEGIN WERE TREE PROTECTION FENCING HAS NOT BEEN COMPLETED AND APPROVED. TREE PROTECTION FENCING SHALL BE INSTALLED, MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING CONSTRUCTION. THE FENCING WILL BE A MINIMUM OF 4' HEIGHT.
3. 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.
4. EXPOSED ROOTS SHALL BE COVERED AT THE END OF THE WORK DAY USING TECHNIQUES SUCH AS COVERING WITH SOIL, MULCH OR WET BURLAP.
5. NO EQUIPMENT, VEHICLES OR MATERIALS SHALL BE OPERATED OR STORED WITHIN THE ROOT PROTECTION ZONE. NO CLEAN-OUT AREAS WILL BE CONSTRUCTED SO THAT THE MATERIAL WILL BE IN OR MIGRATE TO THE ROOT PROTECTION ZONE.
6. NO GRADE CHANGE MORE THAN 3" IS ALLOWED WITHIN THE ROOT PROTECTION ZONE.
7. ROOTS OR BRANCHES IN CONFLICT WITH CONSTRUCTION SHALL BE CUT CLEANLY ACCORDING TO PROPER PRUNING METHODS. ALL WOUNDS SHALL BE PAINTED WITHIN 30 MINUTES TO PREVENT OAK WILT INFECTION (OAK TREES ONLY).
8. ANY TREE REMOVAL SHALL BE APPROVED BY THE LOCAL JURISDICTION'S ARBORIST.
9. TREES WHICH ARE DAMAGED OR LOST DUE TO THE CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE REPLACED WITH TREE QUANTITIES AND SIZES ACCEPTABLE TO THE LOCAL JURISDICTION.
10. TREES MUST BE MAINTAINED IN GOOD HEALTH THROUGHOUT THE CONSTRUCTION PROCESS. MAINTENANCE MAY INCLUDE WATERING THE ROOT PROTECTION ZONE AND/OR WASHING FOLIAGE.
11. NO WIRES, NAILS OR OTHER MATERIALS MAY BE ATTACHED TO PROTECTED TREES.
12. THE ROOT PROTECTION ZONE SHALL BE PRESERVED AT NATURAL GRADE. NO CUTTING, FILLING, TRENCHING, ROOT DISTURBANCE, SOIL DISTURBANCE, OR CONSTRUCTION SHALL OCCUR CLOSER TO THE TRUNK THAN ONE-HALF (1/2) THE ROOT PROTECTION ZONE RADIUS EXCEPT IN PARKING AREAS, WHERE APPROVED ALTERNATIVE MATERIALS AND METHODS MAY BE USED AND CONSTRUCTION MAY OCCUR AS CLOSE AS FIVE (5) FEET FROM THE ROOT FLARES ON ONE SIDE OF THE TREE. NATIVE UNDERSTORY VEGETATION WITHIN THE ROOT PROTECTION ZONE SHALL BE PRESERVED, HOWEVER THE REQUIREMENT DOES NOT APPLY TO ROOT PROTECTION ZONE AREAS THAT HAVE BEEN LANDSCAPED. THE ROOT PROTECTION ZONE MAY BE SHIFTED AND CLUSTERED AS LONG AS THERE IS NO CONSTRUCTION CLOSER TO THE TRUNK THAN ONE-HALF (1/2) THE ROOT PROTECTION ZONE RADIUS. THE CONSTRUCTION OF SIDEWALKS SHALL BE ALLOWED IN THE ROOT PROTECTION ZONE, AS LONG AS EXCAVATION DOES NOT EXCEED THREE (3) INCHES.
13. DURING CONSTRUCTION ACTIVITY ON SITE, AT LEAST A SIX-INCH LAYER OF A COARSE MULCH SHALL BE PLACED AND MAINTAINED OVER THE ROOT PROTECTION ZONE. THE IMPERVIOUS COVER MAY ENCROACH WITHIN THE ROOT PROTECTION ZONE IF SAID ENCROACHMENT IS APPROVED BY THE ARBORIST.

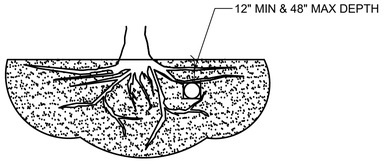


A TREE PROTECTION FENCE - ELEVATION
SCALE: NOT TO SCALE

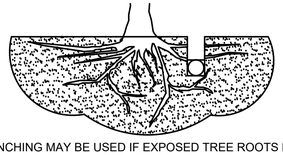


NOTES:
1. THE FENCING LOCATION SHOWN ABOVE IS DIAGRAMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND BE LIMITED TO PROJECT BOUNDARY. WHERE MULTIPLE ADJACENT TREES WILL BE ENCLOSED BY FENCING, THE FENCING SHALL BE CONTINUOUS AROUND ALL TREES.
2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

B TREE PROTECTION FENCE
SCALE: NOT TO SCALE



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.

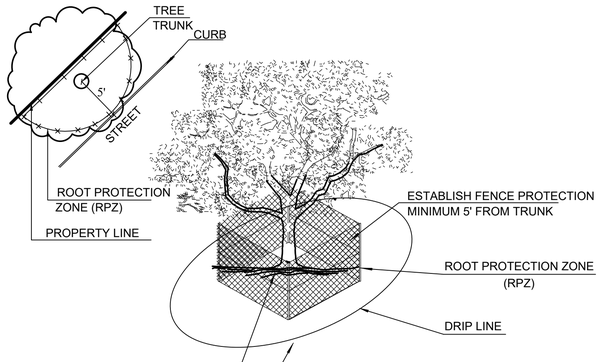


OPEN TRENCHING MAY BE USED IF EXPOSED TREE ROOTS DO NOT EXCEED 3" OR ROOTS CAN BE BENT BACK.

D BORING THROUGH ROOT PROTECTION ZONE
SCALE: NOT TO SCALE

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.



NOTES:
1. OPTION USED FOR TIGHT CONSTRUCTION AREAS OR WHEN CONSTRUCTION OCCURS IN ROOT PROTECTION ZONE.
2. FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

C TREE PROTECTION FENCE - LEVEL 2
SCALE: NOT TO SCALE

EVERGREEN DESIGN GROUP
(800) 680-6630
15305 Dallas Pkwy., Ste 300
Addison, TX 75001
www.EvergreenDesignGroup.com

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
PHONE: 817.281.0572
WWW.CLAYMOORE.COM
900 CENTRAL DR. SUITE #406
BEDFORD, TEXAS

REGISTERED LANDSCAPE ARCHITECT
LISA CUTSHAW
3770
STATE OF TEXAS
8-25-23

HVA 3P RETAIL
LITTLE ELM

No.	DATE	REVISION	BY

TREE SURVEY DETAILS & SPECIFICATIONS

DESIGN:	DFR
DRAWN:	DFR
CHECKED:	RM
DATE:	3/24/2019

SHEET
TS-2

File No. 2019-014

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PLOT DATE: 8/25/2023 7:28 PM
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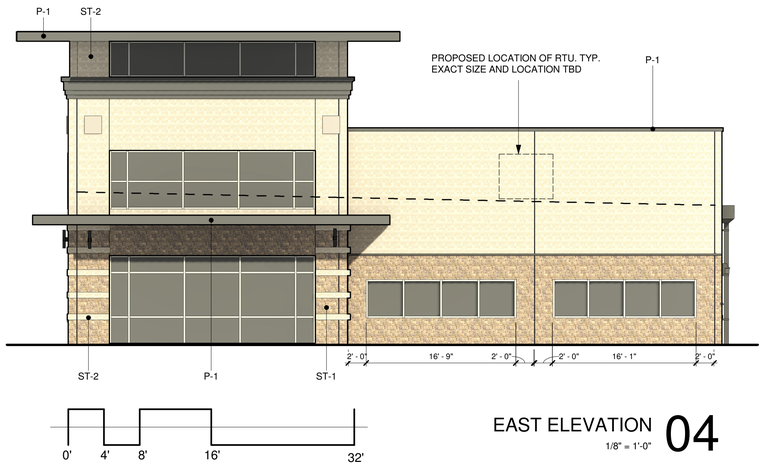
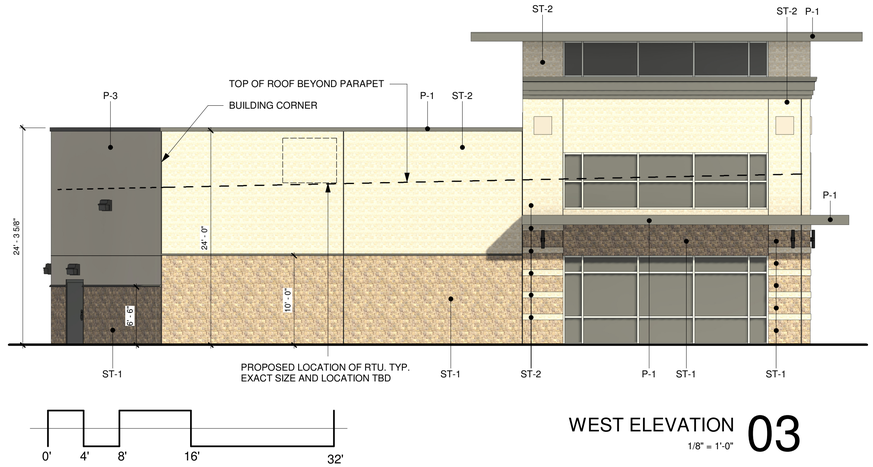


EAST ELEVATION 04
1/8" = 1'-0"



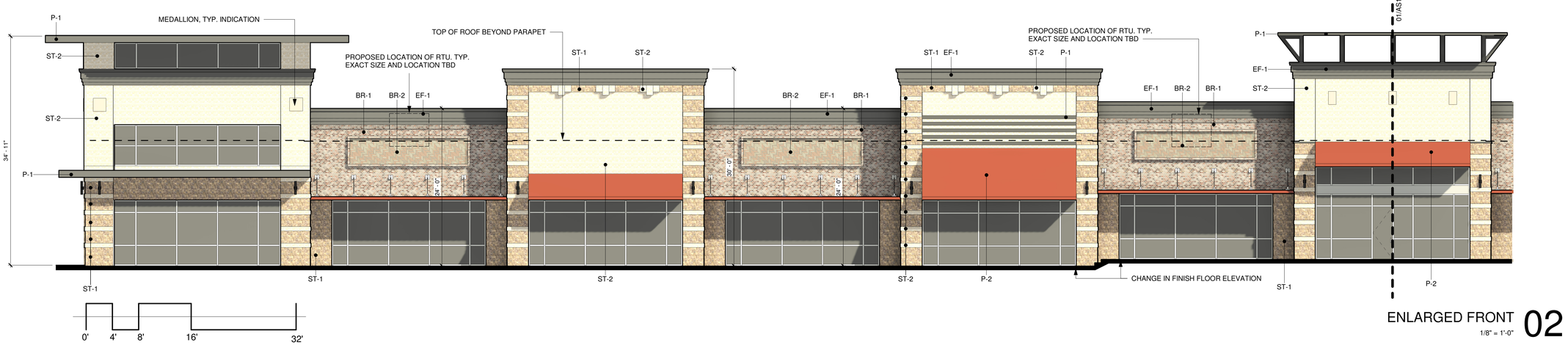
WEST ELEVATION 03
1/8" = 1'-0"

MATERIAL LEGEND

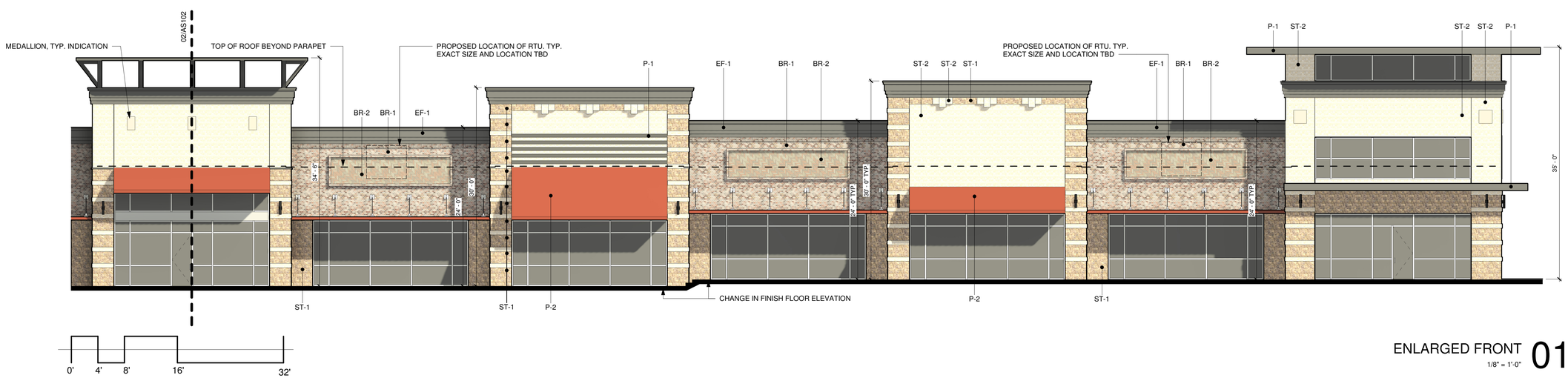
	ST-1	TEXAS STONE DESIGNS, CAMBRIDGE LUXROC THIN VENEER STONE SYSTEM
	ST-2	LEUDERS STONE THIN VENEER STONE SYSTEM
	BR -1	ACME, HIGHLAND PARK THIN VENEER BRICK SYSTEM
	BR -2	ACME, HIGHLAND PARK THIN VENEER BRICK SYSTEM - HERRINGBONE PATTERN
	P-1	EIFS AND TEXTURED PAINT TO MATCH: SHERWIN WILLIAMS - SW6991 BLACK MAGIC
	P-2	SHERWIN WILLIAMS - SW2839 ROYCROFT COPPER RED
	P-3	TEXTERED PAINT TO MATCH: SHERWIN WILLIAMS - SW7044 AMAZING GRAY
	EF-1	EIFS TO MATCH: SHERWIN WILLIAMS - SW6991 BLACK MAGIC

FACADE:	OVERALL SF:	GLAZING SF:	PERCENTAGE:
MAIN FACADE	11,256 S.F.	3,746 S.F.	33%
WEST FACADE	2,090 S.F.	482 S.F.	23%
EAST FACADE	2,110 S.F	632 S.F.	30%
REAR FACADE	9,896 S.F.	0 S.F.	0%

MATERIAL CALCS
Front (Primary): 11,256 sf total - 10,131 (90%) Group A - 1,125 (10%) Group C
Sides (Primary): 2,110 sf total - 2,026 (96%) Group A - 84 (4%) Group C
Rear (Secondary): 9,896 sf total - 2,060 (21%) Group A - 7,836 (79%) Group B



ENLARGED FRONT 02
1/8" = 1'-0"



ENLARGED FRONT 01
1/8" = 1'-0"

Δ	DATE:	ISSUE:
	05.21.2019	SITE SUBMITTAL
	06.27.2019	SITE RESUBMIT
1	04.XX.2023	FACADE REVISION

Robert R. Holton, AIA
TX #14938

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Heights Venture
ARCHITECTURE DESIGN

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

DALLAS
5741 Legacy Drive, Suite 320
Plano, Texas 75024
972 490 7292 V

3P LITTLE ELM RETAIL CENTER

PECAN DR & ELDORADO PKWY
LITTLE ELM, TX

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Drawn By: KG	Checked By: WL
Project Phase: CONSTRUCTION DOCUMENTS	

RENDERED ELEVATIONS

AS102

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MATERIAL LEGEND

	ST-1	TEXAS STONE DESIGNS, CAMBRIDGE LUXROC THIN VENEER STONE SYSTEM
	ST-2	LEUDERS STONE THIN VENEER STONE SYSTEM
	BR -1	ACME, HIGHLAND PARK THIN VENEER BRICK SYSTEM
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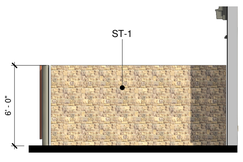
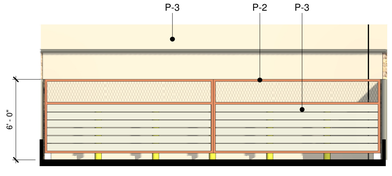


WEST DUMPSTER WALL ELEVATION 04
3/16" = 1'-0"



NORTH DUMPSTER WALL ELEVATION 03
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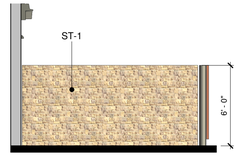
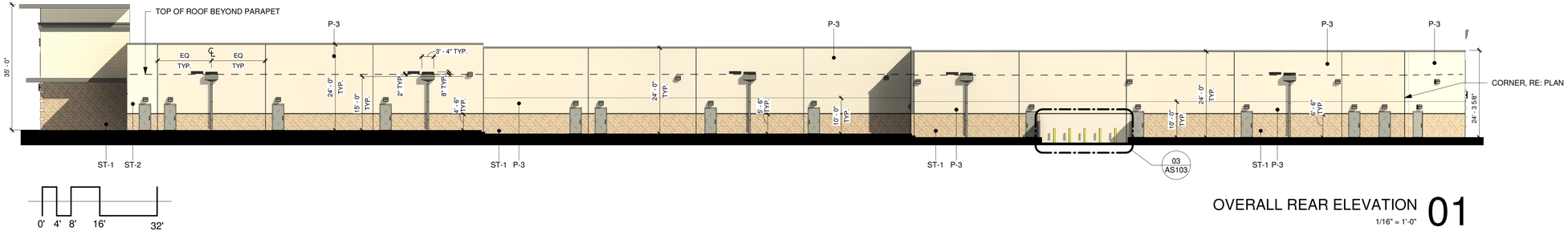


EAST DUMPSTER WALL ELEVATION 02
3/16" = 1'-0"



OVERALL REAR ELEVATION 01
1/16" = 1'-0"

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	06.27.2019	SITE RESUBMIT
1	04.XX.2023	FACADE REVISION

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KG	WL
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RENDERED ELEVATIONS

AS103

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