



Town of Sunnyvale

Town Council

January 25, 2016

**Town Council
Special Meeting
6:00 P.M.**

**Town Council
Regular Meeting
7:00 P.M.**



**TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
SPECIAL MEETING
CONFERENCE ROOM - 127 N. COLLINS RD
MONDAY, JANUARY 25, 2016
6:00 P.M.**

CALL MEETING TO ORDER

Mayor calls the Meeting to order, state the date and time. State Councilmember's present and declare a quorum present.

EXECUTIVE SESSION

Recess into executive session pursuant to Chapter 551, Subchapter D of the Texas Government Code:

EXECUTIVE SESSION AGENDA:

A. SECTION 551.087 ECONOMIC DEVELOPMENT

To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

**PROSPECT AT SUNNYVALE CENTER INDUSTRIAL PARK
PROSPECT AT SUNNYVALE CENTRE**

B. SECTION 551.072 REAL PROPERTY

To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

SOUTHEAST CORNER OF U.S. HWY 80 & COLLINS ROAD

END OF EXECUTIVE SESSION

Reconvene into open session and take any action necessary as a result of the Executive Session.

1. CONSIDER ANY OFFICIAL ACTION ON THE EXECUTIVE SESSION CLOSED MEETING ITEMS:

A. SECTION 551.087 ECONOMIC DEVELOPMENT

To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development

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01/25/2016

negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

**PROSPECT AT SUNNYVALE CENTER INDUSTRIAL PARK
PROSPECT AT SUNNYVALE CENTRE**

B. SECTION 551.072 REAL PROPERTY

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SOUTHEAST CORNER OF U.S. HWY 80 & COLLINS ROAD

ADJOURN

ALL LOCATIONS IDENTIFIED ARE IN THE TOWN OF SUNNYVALE UNLESS OTHERWISE INDICATED. FOR A DETAILED PROPERTY DESCRIPTION, PLEASE CONTACT THE BUILDING OFFICIAL AT TOWN HALL. ALL ITEMS ON THE AGENDA ARE FOR POSSIBLE DISCUSSION AND ACTION. PLEASE TURN OFF ALL TELEPHONES AND HANDHELD COMMUNICATION DEVICES WHILE IN ATTENDANCE AT THIS MEETING.

THE SUNNYVALE TOWN COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATION ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), AND 551.087 (ECONOMIC DEVELOPMENT).

THE TOWN OF SUNNYVALE IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED TO THOSE WHO PROVIDE NOTICE TO THE DIRECTOR OF COMMUNITY SERVICES AT 972-226-7177 AT LEAST 48 HOURS PRIOR TO THE MEETING.

I HEREBY CERTIFY THAT THE FOREGOING NOTICE WAS POSTED ON JANUARY 21, 2016, IN THE FOLLOWING LOCATION AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING:

TOWN HALL AT 127 N. COLLINS ROAD

LESLIE BLACK, TOWN SECRETARY

RTCM
01/25/2016



**TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
REGULAR MEETING
MONDAY, JANUARY 25, 2016
TOWN HALL - 127 N. COLLINS RD.
7:00 P.M.**

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

Mayor calls the Meeting to order, state the date and time. State Councilmembers present and declare a quorum present.

PUBLIC FORUM

Citizens may speak on any matter other than personnel matters or matters under litigation. No Town Council actions or discussion will be taken until such matter is placed on the agenda and posted in accordance with law.

RECOGNITION OF NEW EMPLOYEES

KANDI JACKSON – ASSISTANT TOWN SECRETARY
GABRIEL SALDANA – PARKS TECHNICIAN
JUAN OLVERA – PARKS TECHNICIAN

PUBLIC HEARING

Open or continue public hearing, consider testimony and other information provided, close public hearing, and take necessary action with respect to the following:

1. **APPLICANT:** STEPHEN FLUCKIGER
AT OR ABOUT: 555 & 579 NORTH COLLINS ROAD
REQUEST: REPLAT – FLUCKIGER ADDITION, LOT 2R AND 3R, BLOCK 1

2. **APPLICANT:** MARK TAYLOR
AT OR ABOUT: NAAAM GROUP DEVELOPMENT
 3615 BELTLINE ROAD
REQUEST: SITE PLAN – NAAAM GROUP RETAIL ADDITION

3. **APPLICANT:** TOMMY SATTERFIELD
AT OR ABOUT: 612 U.S. HWY 80 FRONTAGE ROAD
REQUEST: PRELIMINARY PLAT – VALDEZ HWY 80 ADDITION, BLOCK A
 LOT 1

4. **APPLICANT:** HOLLY MONTIE, P.E.
AT OR ABOUT: 520 CLAY ROAD
REQUEST: SITE DLAN – FLOWERS DISTRIBUTION CENTER

5. **APPLICANT:** CHRISTOPHER JACKSON
WYNNE/JACKSON DEVELOPMENT
AT OR ABOUT: 301 JOBSON ROAD
REQUEST: PRELIMINARY PLAT – HOMESTEAD PHASE 6

DISCUSSION/ACTION ITEMS:

DEVELOPMENT SERVICES

6. **DISCUSS AND CONSIDER FIRST READING OF ORDINANCE 16-01: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS, ABANDONING A TEMPORARY TRAIL EASEMENT DESCRIBED AS “10’ TEMPORARY TRAIL EASEMENT” ON LOT 10 AND LOT 11, BLOCK C OF THE HOMESTEAD PHASE 5A AND SHOWN IN EXHIBITS “A” AND EXHIBIT “B” ATTACHED HERETO; RESERVING ALL EXISTING EASEMENT RIGHTS OF OTHERS, IF ANY, WHETHER APPARENT OR NON-APPARENT, AERIAL, SURFACE, UNDERGROUND OR OTHERWISE; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A QUITCLAIM DEED; PROVIDING FOR THE INDEMNIFICATION OF THE TOWN OF SUNNYVALE, TEXAS, AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

FIRE DEPARTMENT

7. **DISCUSS AND CONSIDER RESOLUTION 16-02: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF CEDAR HILL, TEXAS, FOR PURCHASING EMS SUPPLIES.**

TOWN SECRETARY

8. **DISCUSS AND CONSIDER FIRST READING OF ORDINANCE 16-02: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD IN SAID TOWN AT THE NEXT UNIFORM ELECTION DATE ON THE 7TH DAY OF MAY, 2016, FOR THE PURPOSE OF ELECTING TOWN COUNCIL PLACES 1 AND 2; DESIGNATING THE DATE FOR A RUNOFF ELECTION, IF NEEDED; DESIGNATING THE PLACE AT WHICH SAID ELECTION IS TO BE HELD, MAKING PROVISIONS FOR THE CONDUCT OF THAT ELECTION AND OTHER PROVISIONS INCIDENT AND RELATING TO THE PURPOSE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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01/25/2016

TOWN MANAGER

- 9. DISCUSS AND CONSIDER RESOLUTION 16-03: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, APPROVING THE ENTERING INTO OF A PROJECT SPECIFIC AGREEMENT FOR PAVING AND DRAINAGE IMPROVEMENTS ON COLLINS ROAD FROM TRIPP TO US 80.**
- 10. CONSIDER THE AWARD OF A CONSTRUCTION CONTRACT TO DURABLE SPECIALITIES, INC FOR THE TRAFFIC SIGNAL AT THE INTERSECTION OF BELT LINE ROAD AND CREEKSIDE DRIVE.**
- 11. DISCUSS AND CONSIDER ADDITION OF RIGHT TURN LANE ON COLLINS ROAD SOUTH OF HOUNSEL ROAD.**
- 12. DISCUSS AND CONSIDER APPROVAL OF ADDITONAL SERVICE REQUEST FOR PLANNING SERVICES FOR THE COMPREHENSIVE PLAN UPDATE.**

MAYOR & COUNCIL

- 13. MAYOR AND COUNCIL REQUESTS FOR FUTURE STAFF UPDATES AND AGENDA ITEMS.**

ADJOURN

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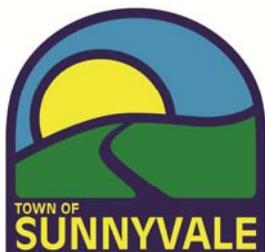
THE TOWN OF SUNNYVALE IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED TO THOSE WHO PROVIDE NOTICE TO THE DIRECTOR OF COMMUNITY SERVICES AT 972-226-7177 AT LEAST 48 HOURS PRIOR TO THE MEETING.

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TOWN HALL AT 127 N. COLLINS ROAD

LESLIE BLACK, TOWN SECRETARY



Town of Sunnyvale

January 25, 2016

Prepared By: **Rashad Jackson, AICP**
Director of Development Services

Summary:

APPLICANT: STEPHEN FLUCKIGER
AT OR ABOUT: 555 & 579 NORTH COLLINS ROAD
REQUEST: REPLAT – FLUCKIGER ADDITION, LOT 2R AND 3R, BLOCK 1

The applicant is the owner of a 2 residential lots located at 555 North Collins and 579 North Collins. The property is zoned within a SF-2 Single Family Residential District. The minimum lot size for the SF-2 District is one (1) acre. The minimum lot width for a property within this district is 250' and the lot depth shall be greater than the width. The applicant proposes to subdivide the property with the intent to create two (2), two acre lots that have visibility and direct access to North Collins Road. As it exists now, one lot sits in front of another lot, subsequently blocking the home in the rear.

The applicant plans to develop the residential lot (555 N. Collins) on the side of their existing lot (579 N. Collins). Once replatted, the lot width for both properties will be short of what is required by the zoning ordinance. The applicant received a lot width and side yard setback variance for the subject property from the Board of Adjustment on September 8, 2015.

The applicants proposed plat has been developed in accordance with the Board of Adjustment approval and other Town zoning and subdivision ordinance requirements.

Public Notice

Notice was published within the Town's Official Newspaper on Wednesday, December 2nd. Letters were also provided to surrounding properties meeting the distance requirements as provided within the Ordinance. Sixteen (16) letters were sent out. As of the writing of this staff memo, no letters had been returned either in favor or in opposition of the request.

Board of Adjustment – 09/08/2015

Variance from Section 3.7 Area Standards for Detached Single Family Dwellings, Chart 3.2 Area Standards for Residential Lots to reduce the lot width requirement from 250' to 157.83' and 250' to 50' for two (2) proposed residential lots located at or about 555/579 N. Collins Road.

Variance from Section 3.7 Area Standards for Detached Single Family Dwellings, Chart 3.2 Area Standards for Residential Lots to reduce the side yard setback requirement from 50' to 30' for 579 N. Collins Road.

Chairman Hoffman called for a motion. Member Golder made a motion to approve the request from Stephen L. Fluckiger noting the following condition:

- The lot addressed 555 N. Collins shall have a minimum front yard setback of 260'.

Member Kane seconded. Chairperson Hoffman called for a vote, and with all members voting affirmative, the motion passed unanimously 5-0.

Planning & Zoning – 12/21/2015

Acting Chair Moss called for a motion. Commissioner Mitchell made a motion to approve the request as submitted. Member Mitchell seconded. Acting Chair Moss called for a vote, the motion passed unanimously.

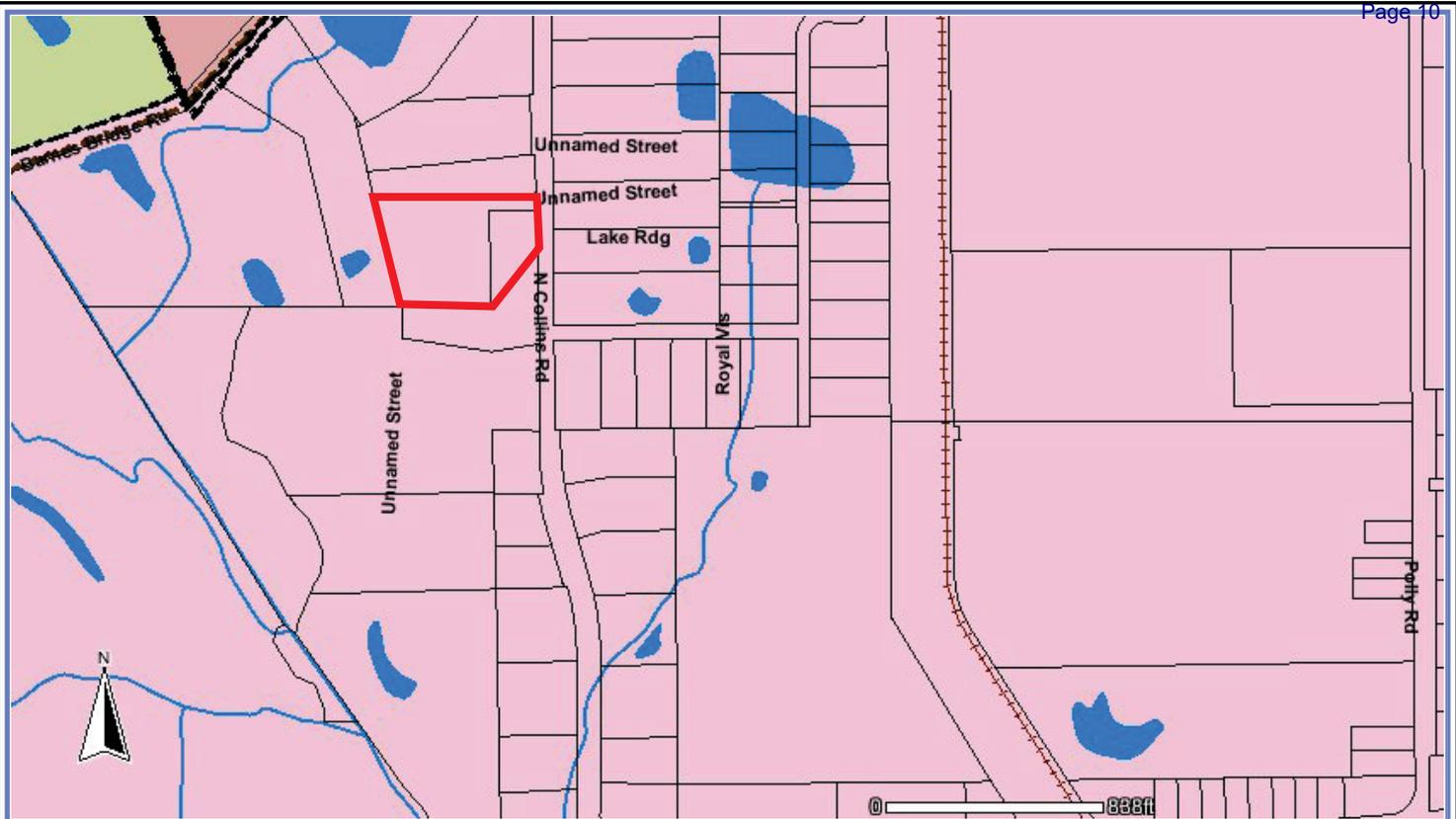
Staff Recommendation

Town staff has the following comments/recommendation for consideration:

1. Staff recommendation is approval. The applicants proposal is actually creating two lots that are more consistent with proper residential development. As it exists, the current lot configuration would be considered a "flag lot" with one lot behind the other which is not a proper way to develop residential lots. The applicant has gone through the variance and replat process so that they may develop (and sell) the lots appropriately.

Attachments

- Location Map – showing current lot configuration
- Proposed replat



**Dallas Central Appraisal
District**
www.dallascad.org

DISCLAIMER
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



**Notice of Application for Replat
Town of Sunnyvale
Planning & Zoning Commission**

The Town of Sunnyvale has received a request from Stephen L. Fluckiger for a Replat of The Fluckiger Addition, Lots 2R and 3R, Block 1. The request proposes to replat two existing residential lots located at or about 555 & 579 North Collins Road. The location of the property is shown on the attached exhibit.

The Planning and Zoning Commission will hear this application on Monday, December 21, 2015 and the Town Council will consider the application on either Monday, January 11, 2016 or Monday, January 25, 2016. The hearings will be conducted in open session at Town Hall, 127 Collins Road at 7:00 P.M. If you have comments on this application, you may present them in person at these meetings or you may submit written comments at any time on or before date of the hearings.

The replat application and supporting documents are on file at Town Hall and may be examined at no charge. For further information contact Rashad Jackson, Director of Development Services at (972) 203-4103 or rashad.jackson@townofsunnyvale.org.

I am in favor of the replat

I am opposed to the replat

Explanation:

Signature:

Janet Nevil

Printed Name:

JANET NEVIL

Address:

582 N Collins Rd

Date:

12-30-15



Town of Sunnyvale

JANUARY 26, 2016

Prepared By: Rashad Jackson, AICP
 Director of Development Services

Summary:

APPLICANT: MARK TAYLOR, P.E. - NAAAM GROUP
AT OR ABOUT: 3615 BELTLINE ROAD
REQUEST: SITE PLAN – NAAAM RETAIL ADDITION

Background:

The subject property is located at or about 3615 and 3700 Beltline Road. In October 2015, the applicant submitted a minor plat request for the subject property to consolidate three existing three parcels in this area into one developable lot. The minor plat was approved. The applicant has returned with a proposed site plan for approval. The subject property, located within a Local Retail zoning district is 1.1484 acres in size. The applicant proposes to develop a medical office center.

Beltline Design Overlay District: The proposed building lies within the Beltline Design Overlay District. The primary objective of the district is to create and reflect a high level of architectural design appeal throughout the Town. The guidelines intend to implement consistent landscaping, pedestrian walks, low profile buildings and pedestrian scale.

The applicant proposes to construct a 10,000 sq.ft. building on the subject property. The building will be designed in accordance with the Beltline Design Overlay district guidelines for aesthetics, landscaping and site design. Plans show a one-story masonry building with articulated facades at three vestibule entries. Each entry along the front façade will be covered by a standing seam metal roof. Details of the design are as follows:

- Building height: Single story with parapet style roof
- Main entrance will face Beltline Road.
- The service entrance and trash pickup will be in the rear on the west side of the development.
- Building exterior / façade: The proposed facades are primarily cladded with a brick veneer. A cornice ledge, front façade vestibules and corner details will provide articulation and design detail on the exterior of the building. Metal awnings will be located above each office/storefront window.
- Off-street parking: Required parking shall be 1 space per 200 sq.ft. (52 spaces). The applicant has submitted plans meeting this requirement. The parking will accommodate the proposed use for the site, medical offices.
- Landscape and Buffers: Proposed details meet the standards set forth in the zoning and overlay districts. The applicant will maintain the existing landscape at the entry into the site. Shrubs will screen the parking spaces and additional trees will be added throughout the site.
- Building setbacks: Front – 50'
 Side – 25'
 Rear – 25'
- Sidewalks: A 6' sidewalk will be located along Beltline Road Blvd per overlay district requirements. The sidewalk will tie into the existing sidewalks in front of CVS and the New Hope shopping center.

- Lighting: The preliminary lighting plan shows two light fixture styles to be used on site. All lighting will be located on the subject property and not in the public ROW. The overlay district requires Oncor approved Hanover Eurotique (antique) series style street light fixtures in the public ROW. Staff notes that all outside lights shall be made up of a light source and reflector so selected that acting together, the light beam is controlled and not directed across any bounding property line above a height of three (3) feet. The allowable maximum intensity measured at the property line shall be 0.2 foot candles. The proposed plans are consistent with the noted requirement.

Public Notice

Notice was published within the Town's Official Newspaper on December 23rd. Letters were also provided to surrounding properties meeting the distance requirements as provided within the Ordinance. Sixteen (16) letters were sent. As of the writing of this staff memo, one (1) letter had been returned either in favor of the request.

Board of Adjustment

Request from Emmanuel Okafor, on behalf of Kenock Inc., for a Variance from Section 3.11 Non-Residential Lot Widths to reduce the lot width from 200' on an arterial or higher thoroughfare classification to 179' for the property located at or about 3615 and 3700 Beltline Road.

Motion by Member Kane, second by Member Noster to approve the variance for the lot consolidation for properties located at or about 3615 and 3700 Belt Line Rd to reduce the lot width from 200' to 170' subject to the conditions of the staff memo. Chairperson Hoffman called for vote with all members voting affirmative, the motion passed 5/0.

Planning & Zoning – 1/19/2016

Chairman Demko called for a motion. Commissioner Pease made a motion to approve the request as submitted. Commissioner Okafor seconded. Chairman Demko called for a vote, the motion passed unanimously.

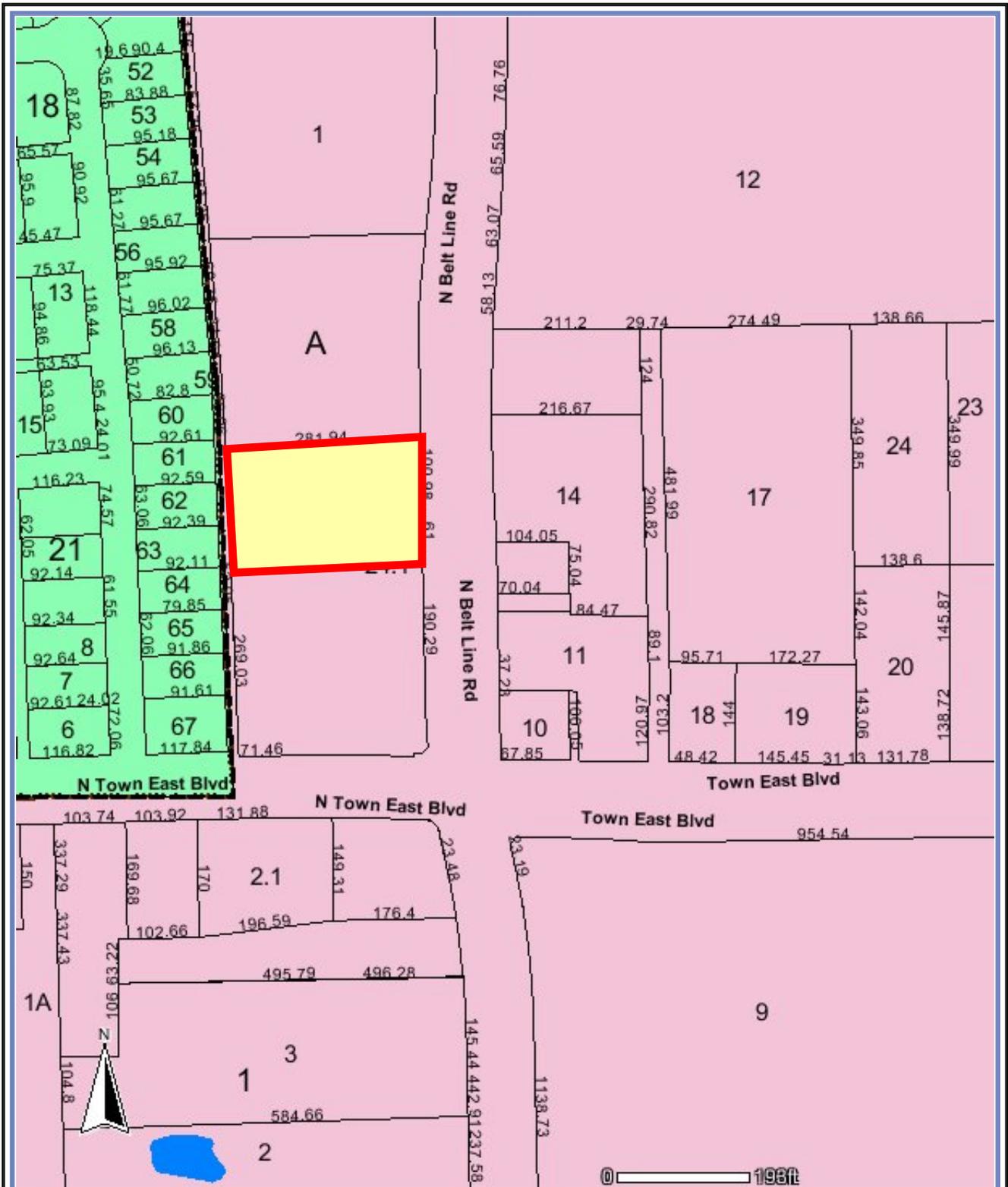
Staff Recommendation

Town staff has the following comments/recommendation for consideration:

1. Town staff comments, as stated within the letter sent to the applicant on 01.04.16, must be satisfactorily addressed prior to construction.
2. The Beltline Overlay District requires consistent lighting within the district's boundaries. Prior to installation, the applicant should submit the type of lighting proposed for review by the Town. It shall be consistent with surrounding development.
3. Building materials colors shall be submitted and approved prior to construction so that they are consistent with design overlay requirements.
4. Site plan notes should be revised to note a 6 foot sidewalk instead of 5 foot sidewalk.

Attachments

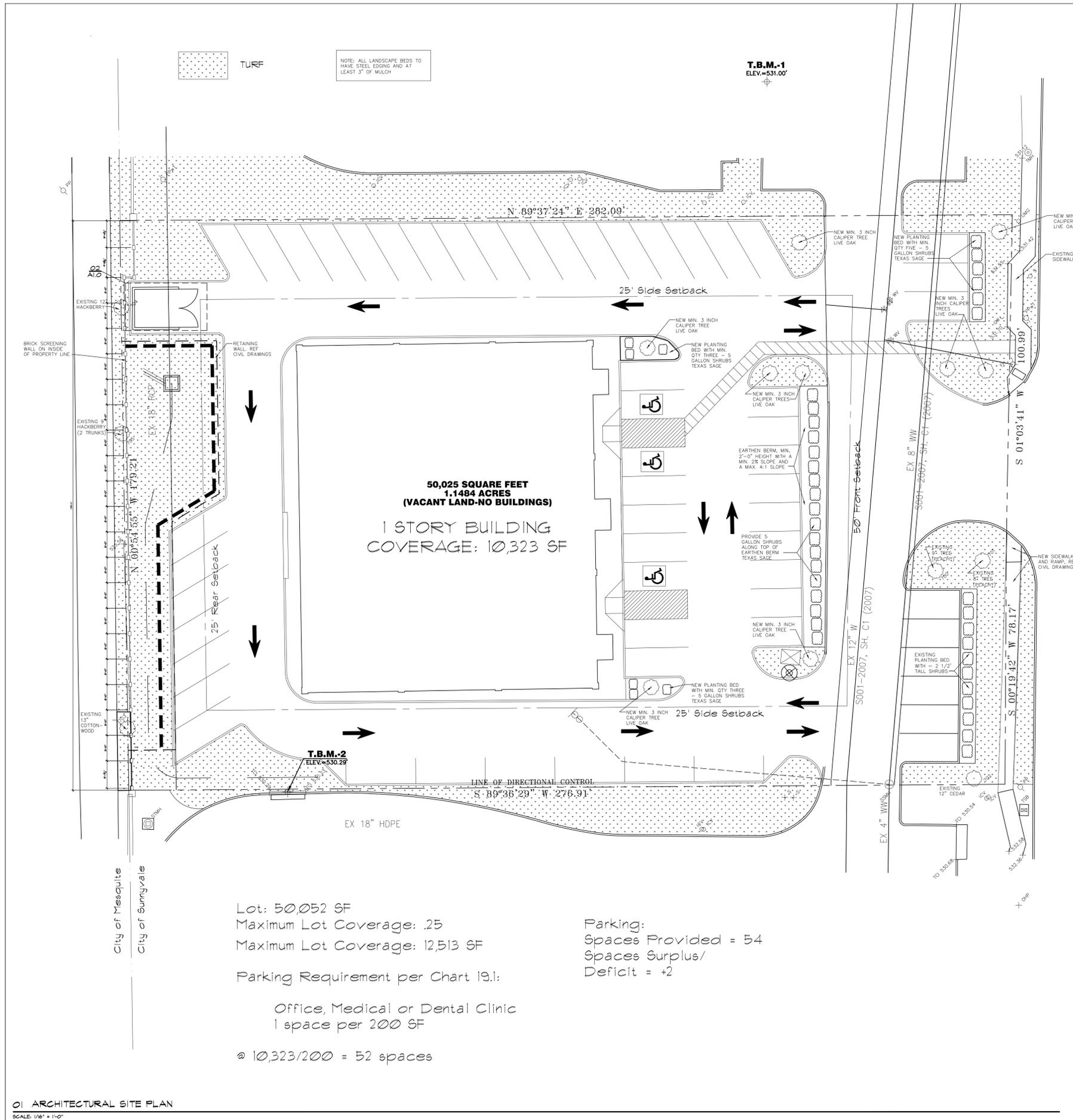
- Location Map
- Proposed Site Plan Exhibits
- Notice Letter



**Dallas Central
Appraisal District**
www.dallascad.org

DISCLAIMER

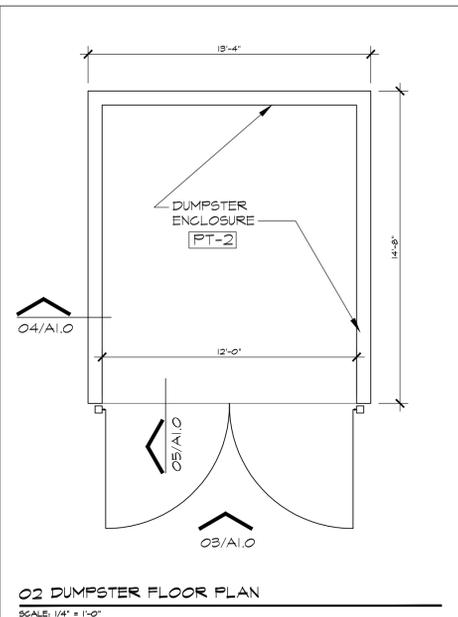
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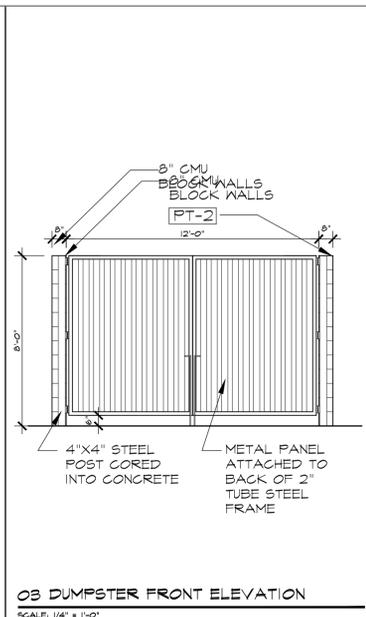
Lot: 50,052 SF
 Maximum Lot Coverage: .25
 Maximum Lot Coverage: 12,513 SF
 Parking Requirement per Chart 19.1:
 Office, Medical or Dental Clinic
 1 space per 200 SF
 @ 10,323/200 = 52 spaces

Parking:
 Spaces Provided = 54
 Spaces Surplus/
 Deficit = +2

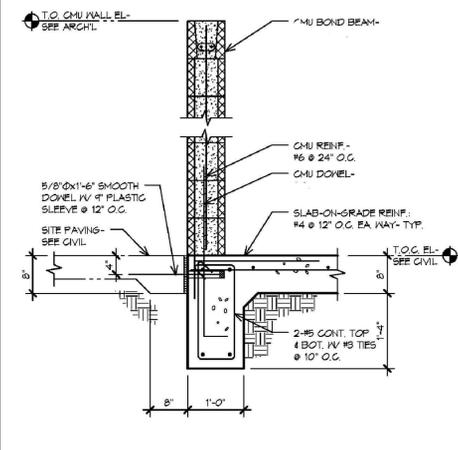
01 ARCHITECTURAL SITE PLAN
 SCALE: 1/8" = 1'-0"



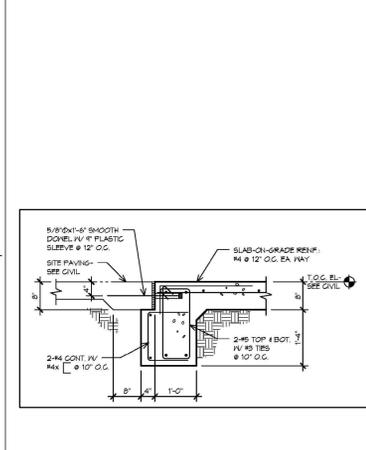
02 DUMPSTER FLOOR PLAN
 SCALE: 1/4" = 1'-0"



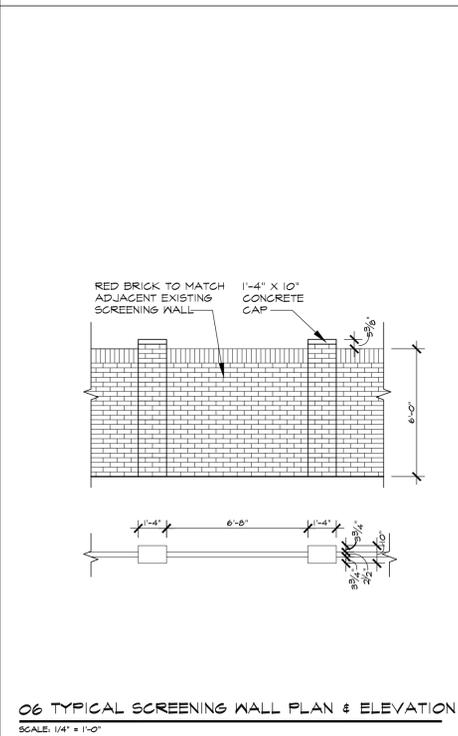
03 DUMPSTER FRONT ELEVATION
 SCALE: 1/4" = 1'-0"



04 DUMPSTER SIDE WALL DETAIL
 SCALE: N.T.S.



05 DUMPSTER EDGE SECTION
 SCALE: N.T.S.



06 TYPICAL SCREENING WALL PLAN & ELEVATION
 SCALE: 1/4" = 1'-0"

PAUL PASCARELLI ARCHITECT
 PHONE 972-948-7638
 P.O. BOX 813427 SMYRNA, GA 30081

Medical Office Building
 3615 N Belt Line Rd
 Sunnyvale TX

GENERAL NOTES:
ISSUED FOR INTERIM REVIEW

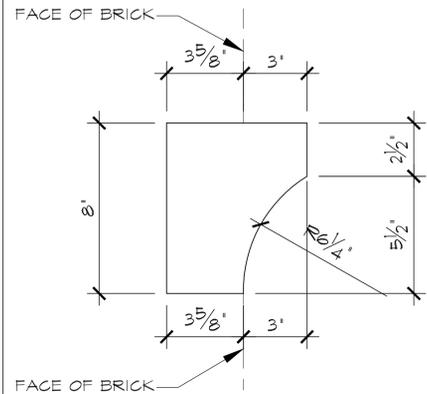
REGISTERED ARCHITECT
 STATE OF TEXAS
 EXP: DECEMBER 2016

No.	Date	Item
01/7/2016		SITEPLAN SUBMITTAL

ARCHITECTURAL SITE PLAN A1.0

SHEET NUMBER

PPA CODE	1804
Date	---
Last Rev.	---



06 ARCHITECTURAL FEATURE DETAIL
SCALE: 3" = 1'-0"

TOWN OF SUNNYVALE
BELT LINE OVERLAY DISTRICT FRONT BUILDING ELEVATION REQUIREMENT

'NO SINGLE BUILDING MATERIAL SHALL COVER MORE THAN EIGHTY PERCENT (80%) OF THE FRONT OF ANY BUILDING (EXCLUDING WINDOWS & GLASS).

Stucco %	Total SF	less Windows SF	Net SF	Masonry SF(%)	Other Materials SF(%)
	1,692	375.6	1,316.4	1,026.8 (78%)	289.6 (22%)

No building material exceeds 80% on Front Elevation

07 EXTERIOR BUILDING REQUIREMENTS
SCALE: N.T.S.

TOWN OF SUNNYVALE
BELT LINE OVERLAY DISTRICT MASONRY REQUIREMENT:

'MASONRY REQUIREMENTS SHALL BE NINETY PERCENT (90%) OF THE TOTAL BUILDING. A MAXIMUM OF TEN PERCENT (10%) OF A BUILDING'S ELEVATION, EXCLUDING WINDOWS, MAY BE CEMENTITIOUS STUCCO.'

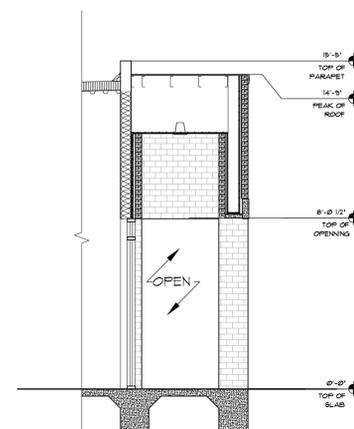
	Total SF	Less Windows SF	Net SF	Masonry SF(%)	Stucco SF	Stucco %
East Elev	1,682	375.6	1,306.4	1,026.8 (78%)	115.6	8.8%
West Elev	1,388	104.8	1,283.2	1,174.3 (91.5%)	0	0%
North Elev	1,447	180.0	1,267.0	1,112.3 (87.2%)	28.9	2.3%
South Elev	1,447	61.6	1,385.4	1,170.6 (84.4%)	28.9	2.1%
Totals	5,964	722	5,242	4,484 (85.5%)	173.4	3.3%

Cementitious Stucco less than 10%

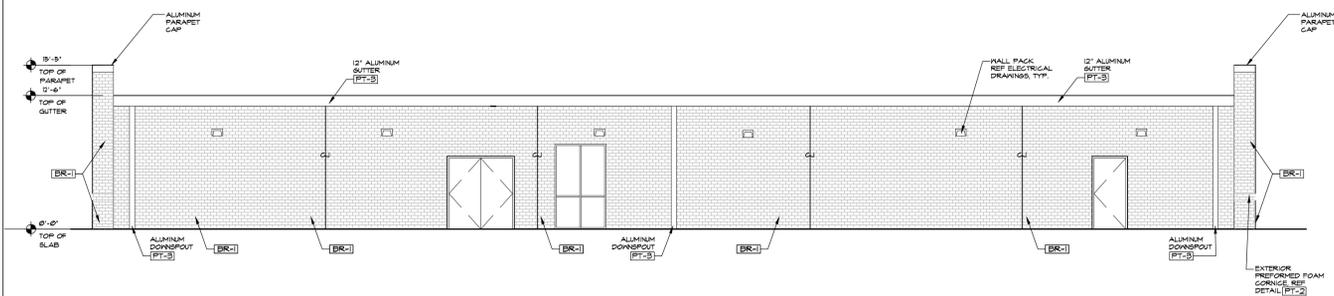
FINISH SCHEDULE

[BR-1] MODULAR BRICK VENEER MFG: COLOR/STYLE:	[STU-1] 1/8" STUCCO COAT MFG: COLOR/STYLE:	[PT-1] PAINT MFG: SHERWIN WILLIAMS COLOR/FINISH:
[MTL-1] STANDING SEAM METAL ROOF MFG: COLOR/STYLE:	[TPO-1] TPO SINGLE PLY ROOFING MEMBRANE HIGH ALBEDO ROOF COLOR: WHITE MIN. SOLAR REFLECTANCE: INITIALS YR: 07/10/08 MIN. THERMAL EMITTANCE: INITIALS YR: 08/05/08	[PT-2] PAINT MFG: SHERWIN WILLIAMS COLOR/FINISH:
[CON-1] CONCRETE CONCRETE FINISH: SEALED		[PT-3] PAINT MFG: SHERWIN WILLIAMS COLOR/FINISH:
		[PT-4] PAINT MFG: SHERWIN WILLIAMS COLOR/FINISH:

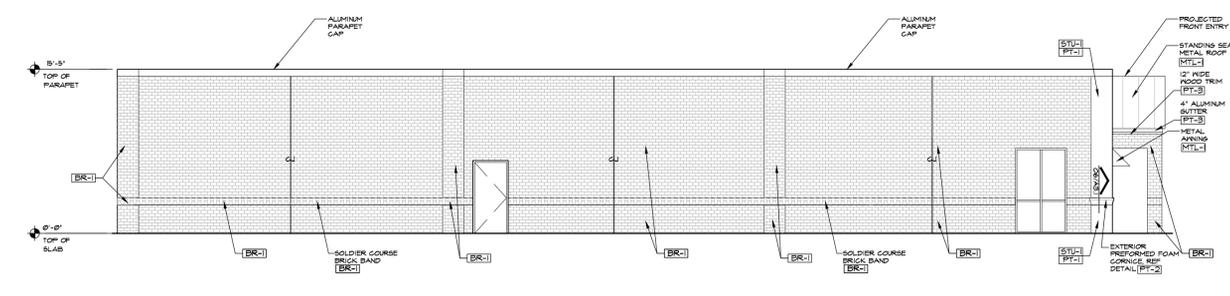
05 MATERIAL FINISH SCHEDULE
SCALE: N.T.S.



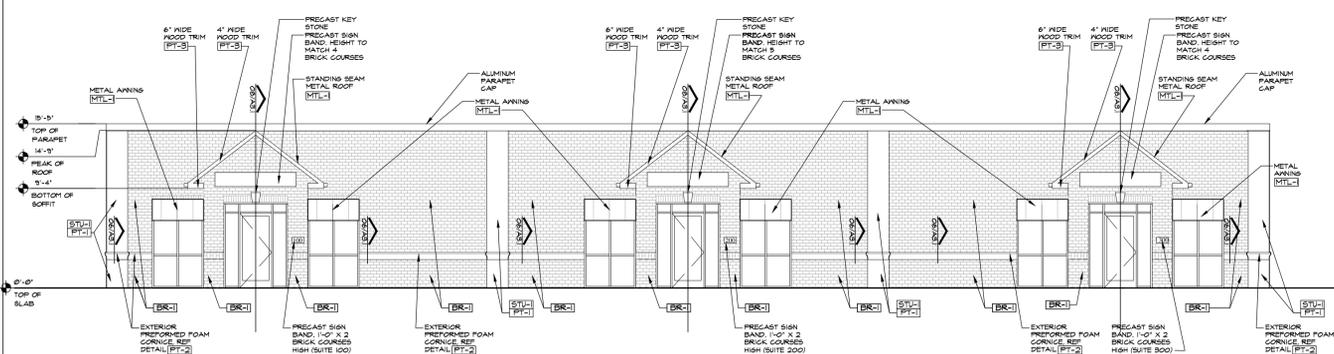
08 ENTRY VESTIBULE SECTION
SCALE: 1/4" = 1'-0"



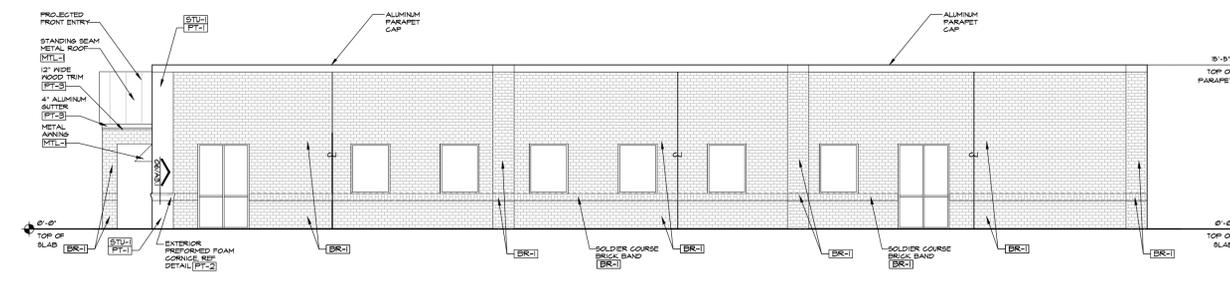
03 WEST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



04 SOUTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



01 EAST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



02 NORTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

PAUL
PASCARELLI
ARCHITECT
PHONE 972-948-7638
P.O. BOX 813427
SMYRNA, GA 30081

Medical Office Building
3615 N Belt Line Rd
Sunnyvale TX

GENERAL NOTES:

ISSUED FOR
INTERIM
REVIEW



EXP: DECEMBER 2016

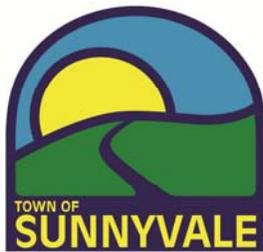
01/17/2016 SITEPLAN SUBMITTAL
01/11/2016 CITY COMMENT

No. Date Item

EXTERIOR
ELEVATIONS
A3.1

SHEET NUMBER

PPA CODE 1804
Date ---
Last Rev. ---



Town of Sunnyvale

January 25, 2016

Prepared By: Rashad Jackson, AICP
 Director of Development Services

Summary:

APPLICANT: TOMMY SATTERFIELD
AT OR ABOUT: 612 U.S. HWY 80 FRONTAGE ROAD
REQUEST: PRELIMINARY PLAT – VALDEZ HWY 80 ADDITION, BLOCK A LOT 1

Background:

The applicant is the representative for a residential property located at 612 U.S. Highway 80. The parcel of land is approximately 16.5 acres. The Sunnyvale Zoning Ordinance requires lots of this size to have a minimum lot width (at the right of way) of 250'. The applicant proposes to plat the subject lot with a 124' lot width. As it exists now, the un-platted property has an existing drive along the U.S. 80 Frontage Road. The applicant proposes to keep the existing entry (124' wide) and use it for access to the residential property. The lot width is currently constrained by property boundaries for the Community Life Church to the east and the Long Creek floodplain to the west. The applicant received a lot width variance for the subject property on December 12, 2015 from the Board of Adjustment.

The proposed preliminary plat conforms to the approved variance and all other Town zoning and subdivision ordinance requirements.

Public Notice

Notice was published within the Town's Official Newspaper on Wednesday, December 23rd. Letters were also provided to surrounding properties meeting the distance requirements as provided within the Town Ordinance. Ten (10) letters were sent out. As of the writing of this staff memo, no letters had been returned either in favor or in opposition of the request.

Board of Adjustment

Request from Tommy Satterfield for a Variance from Section 3.7 Area Standards for Detached Single Family Dwellings; Chart 3.2 Area Standards for Residential Lots to reduce the lot width requirement from 250' to 124.48'

Member Golder made a motion, seconded by Member Turner, to approve the variance as requested, and with all members voting affirmative, the motion passed unanimously.

Planning & Zoning – 1/19/2016

Chairman Demko called for a motion. Commissioner Moss made a motion to approve the request as submitted. Commissioner Sandler seconded. Chairman Demko called for a vote, the motion passed unanimously.

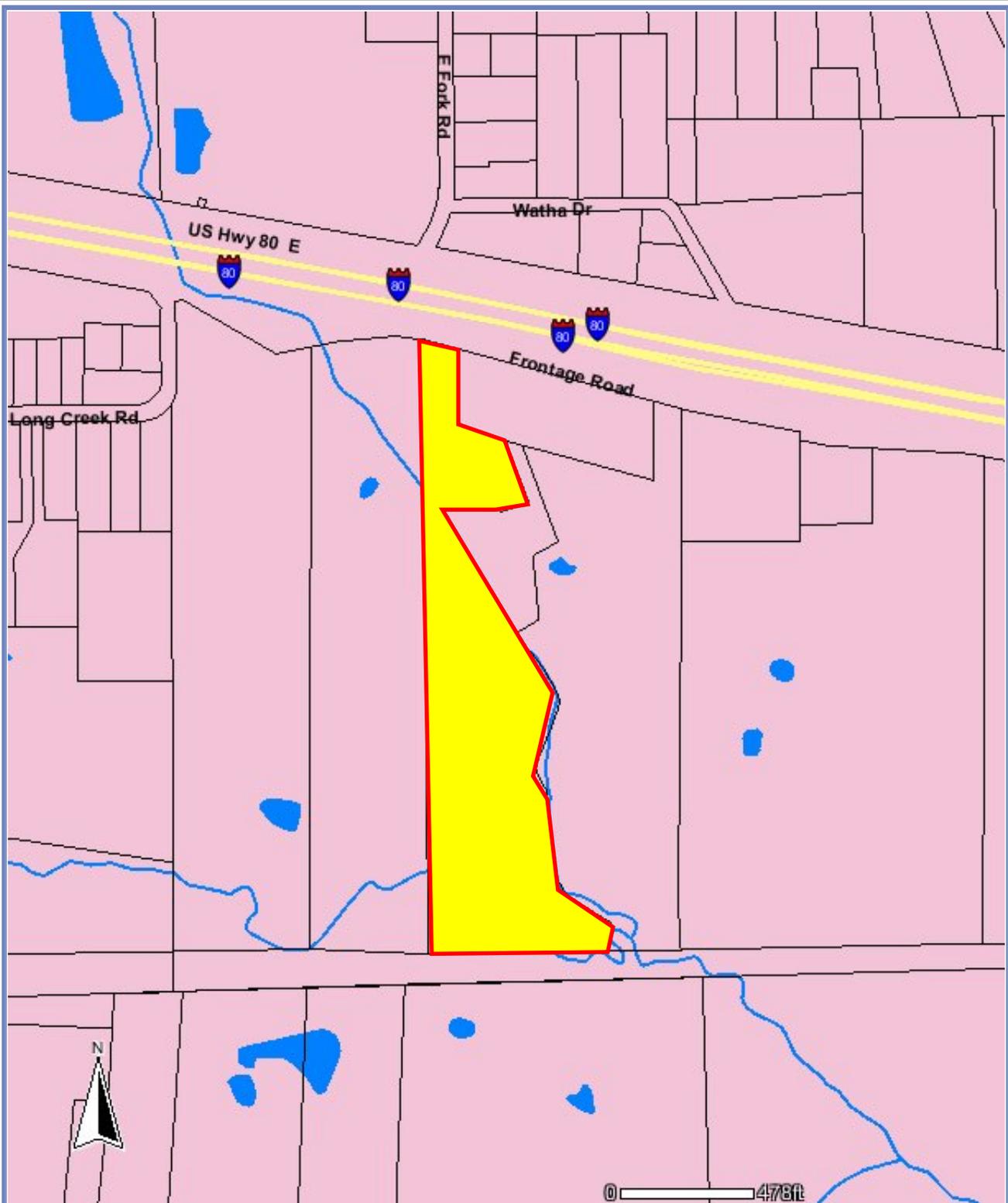
Staff Recommendation

Town staff has the following comments/recommendation for consideration:

1. Town staff comments, as stated within the letter sent to the applicant on 01.14.16, must be satisfactorily addressed prior to construction or as soon as possible.

Attachments

- Location Map
- Chart 3.2 Area Standards for Residential Lots from the Zoning Ordinance
- Proposed preliminary plat



**Dallas Central
Appraisal District**
www.dallascad.org

DISCLAIMER

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Chart 3.2
Area Standards for Residential Lots

Lot Size	Width ¹	Front Yard Setback	Side Yard Setback ²	Rear Yard Setback
2 acres and over	250 feet	80 Feet	50 feet	120 feet
1.5 to 1.99 acres	200 feet	80 feet	40 feet	100 feet
1 acre-1.49 acres	170 feet	70 feet	30 feet	80 feet
35,000-43,559 square feet	150 feet	60 feet	30 feet	60 feet
20,000-34,999 square feet	120 feet	60 feet	20 feet	40 feet
14,000-19,999 square feet	100 feet	50 feet	20 feet	30 feet
12,000-13,999 square feet	100 feet	40 feet	15 feet	30 feet
10,000-11,999 square feet	100 feet	30 feet	15 feet	20 feet
7,000-9,999 square feet	70 feet	25 feet	10 feet	20 feet
4,500-6,999 square feet	50 feet	25 feet	5 feet	20 feet

1. For lots on cul-de-sacs or similar circumstances, the minimum width shall apply at the front yard setback line.
2. When adjacent to a side street, the side yard setback of a corner lot shall not be less than the following, whichever is greater: (a) 150 % of the side yard setback shown; or (b) the front yard set back of any adjacent lot located within 20 feet of the rear lot line of the corner lot, where the front yard of the adjacent lot faces in the same general direction as the side yard of the corner lot.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS
WHEREAS, Rumalda Valdez is the owner of a 19.129 acre parcel of land situated in the Thomas Coats Survey, Survey, Abstract No. 330, Town of Sunnyvale, Dallas County, Texas...

THENCE South 00°37'50" East, departing said South right-of-way and with the West line of said Miller Addition for a distance of 280.53 feet to a 1/2-inch steel rod found at the Southwest corner of said Miller Addition;
THENCE South 75°18'11" East, with the south line of said Miller Addition for a distance of 233.79 feet to a 5/8-inch steel rod with "TERRACORP" cap set...

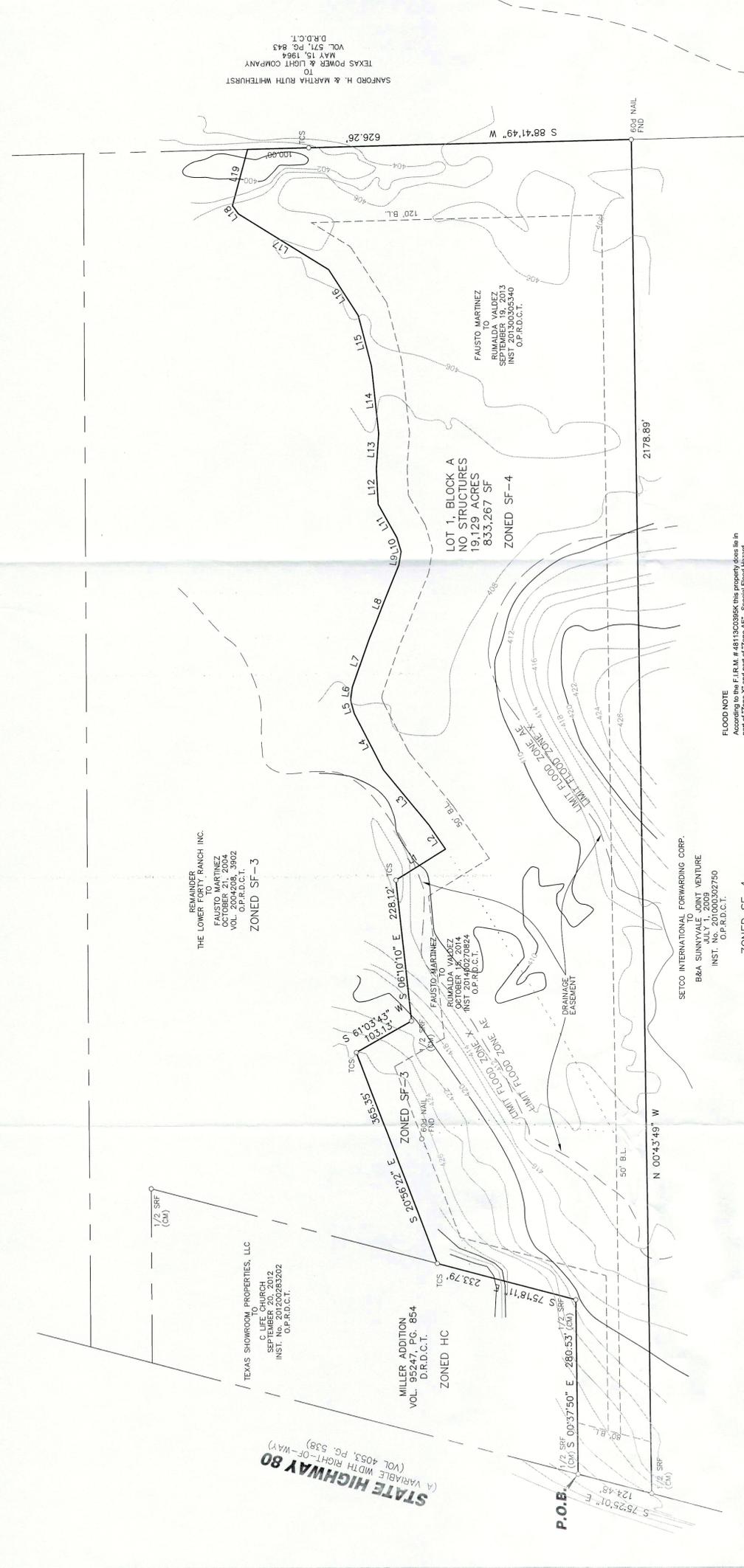
- 1. South 20°56'22" East for a distance of 385.35 feet to a 5/8-inch steel rod with "TERRACORP" cap set;
2. South 61°03'43" West for a distance of 103.13 feet 1/2-inch steel rod found;
3. South 06°10'10" East for a distance of 228.12 feet to a 5/8-inch steel rod with "TERRACORP" cap set;
4. South 58°39'46" West for a distance of 94.95 feet to a point in a creek;
THENCE Southerly, continuing with said West line and centerline of said creek for the following seventeen calls:
1. South 34°47'03" East for a distance of 47.62 feet;
2. South 39°46'11" East for a distance of 115.68 feet;
3. South 27°30'39" East for a distance of 102.42 feet;
4. South 15°44'01" East for a distance of 21.24 feet;
5. South 07°49'55" West for a distance of 21.24 feet;
6. South 19°36'53" West for a distance of 82.06 feet;
7. South 22°21'19" West for a distance of 128.47 feet;
8. South 09°22'50" West for a distance of 23.35 feet;
9. South 16°34'07" East for a distance of 23.35 feet;
10. South 29°32'36" East for a distance of 61.74 feet;
11. South 02°51'14" East for a distance of 56.84 feet;
12. South 04°02'04" West for a distance of 56.67 feet;
13. South 06°04'53" East for a distance of 108.34 feet;
14. South 14°41'54" East for a distance of 84.92 feet;
15. South 33°05'51" East for a distance of 87.92 feet;
16. South 58°31'18" East for a distance of 172.82 feet;
17. South 36°28'11" East for a distance of 16.37 feet;

1. South 15°29'45" West for a distance of 99.50 feet to a point in the South line of said Thomas Coats Survey and being in the North line of a called 14.25a acre tract of land conveyed in Deed, dated May 15, 1984, by Sanford H. and Martha Ruth Whitehurst to Texas Power & Light Company, recorded in Volume 571, Page 843 of the Deed Records of Dallas County, Texas;
THENCE South 88°41'49" West, with South line of said Thomas Coats Survey and the North line of said Texas Power & Light Company tract, passing at a distance of 100.00 feet a 5/8-inch steel rod with "TERRACORP" cap set for reference, then continuing on the same course for a total distance of 626.26 feet to a 5/8-inch steel rod, said point being the Southwest corner a called 14.25a acre tract of land conveyed in Deed, dated May 15, 1984, by Sanford H. and Martha Ruth Whitehurst to Texas Power & Light Company, recorded in Volume 571, Page 843 of the Deed Records of Dallas County, Texas;
THENCE North 00°43'49" West, departing said North line of the Texas Power & Light tract and South line of said Thomas Coats Survey and with the East line of said B&A Sunnyvale tract, for a distance of 2,176.89 feet to a 1/2-inch steel rod found at the Northeast corner of said B&A Sunnyvale tract and being in the said South right-of-way of State Highway 80;
THENCE South 75°25'01" East, with said South right-of-way line for a distance of 124.48 feet to the POINT OF BEGINNING and containing 833,267 square feet or 19.129 acres of land, more or less.



PRELIMINARY PLAT OF VALDEZ-HWY 80 ADDITION BLOCK A, LOT 1 AND BEING SITUATED IN THE THOMAS COATS SURVEY, ABSTRACT NO. 330 TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS 1 LOT, 833,267 SQUARE FEET

TerraCorp Associates LLC
Owners
Rumalda Valdez
3960 Broadway Blvd., Ste 236
Garland, TX 75043
Dallas, TX 75217
ph. 972-805-4528, fax 972-805-0141, www.terracorpsurvey.com

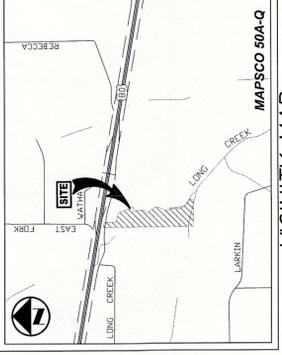


NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Rumalda Valdez, does hereby adopt this plat, designating the herein above described property as VALDEZ-HWY 80 ADDITION, BLOCK A, LOT 1 an addition to the Town of Sunnyvale, Dallas County, Texas, and does hereby dedicate and convey, in fee simple, to public use forever, the streets and alleys as shown hereon. The easements shown thereon are hereby reserved for the purposes indicated. The easements and fire lanes shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility easements and fire lanes is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements, obstructions, or growths shall be constructed, placed upon, over, or in any way may endanger or interfere with access of fire units to fire hydrants, or other improvements, obstructions, or growths which in any way may endanger or interfere with access of fire units to fire protection facilities or equipment. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its system or systems, and the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility.

The easement rights and privileges granted by this conveyance are exclusive, and Owner covenants not to convey any other easement or conflicting rights in the area covered by this grant. The easements shown hereon shall be perpetual Owners heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument against every person lawfully claiming or to claim all or any part of the interest in the property. This plat approved Subject to all platting ordinances rules, regulations, and resolutions of the Town of Sunnyvale, Texas.

Rumalda Valdez
Owner
THE STATE OF TEXAS
COUNTY OF DALLAS
BEFORE ME, the undersigned authority, on this day personally appeared Rumalda Valdez whose name is subscribed to the foregoing instrument and acknowledged to me that she is the same and that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND SEAL OF OFFICE, this the ___ day of ___, 2016

LINE TABLE with columns: LINE, LENGTH, BEARING. Includes lines L1 through L19 with their respective measurements.



LEGEND
DIRECT: DEED RECORDS, DALLAS COUNTY, TEXAS
CAPS: CAPS STEEL ROD FOUND
P.O.B.: POINT OF BEGINNING
T.C.S.: TOWN CORNER STAKE
INST. NO.: INSTRUMENT NUMBER
W.T.S.: WITH TERRACORP CAP SET
D.C.C.: DEED CALL NUMBER
Z.O.C.: ZONING COMMISSION
Scale 1" = 100'

CONTOUR INFORMATION SHOWN FROM NITCOG WEB SITE
NOTES
1. Coordinates and bearings shown hereon are based on NAD83(CORS96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (4202) using the Geoshack-GeoNer RTK GPS Network.
2. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
3. No lot to lot drainage unless it is within a drainage easement. Lot grading plans required prior to building permit issuance.
4. No structures on property.
5. Lot frontage width approved by board of adjustment, December 7, 2015



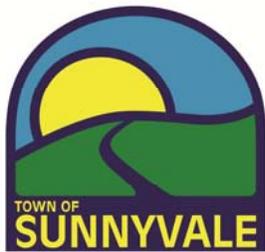
APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF SUNNYVALE, TEXAS on this the ___ day of ___, 2016.

Chairman, Planning and Zoning Commission
Mayor
ATTEST:
Town Secretary

SURVEYORS CERTIFICATE
I, _____ Registered Professional Land Surveyor for TerraCorp LLC, do hereby certify that the plat shown hereon accurately represents the results of an on-the-ground survey made in October, 2015, under my direction and supervision, and further certify that all corners are as shown thereon, and that said plat has been prepared in accordance with the platting rules and regulations of the Town of Sunnyvale, Texas.
This the ___ day of ___, 2016

Registered Professional Land Surveyor No.
THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared _____ whose name is subscribed to the foregoing instrument and acknowledged to me that she is the same and that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND SEAL OF OFFICE, this the ___ day of ___, 2016
Notary Public in and for the State of Texas



Town of Sunnyvale

JANUARY 25, 2016

Prepared By: Rashad Jackson, AICP
 Director of Development Services

Summary:

APPLICANT: HOLLY MONTIE, P.E.
AT OR ABOUT: 520 CLAY ROAD
REQUEST: SITE PLAN – FLOWERS DISTRIBUTION CENTER

Background:

The subject property is located at or about 520 Clay Road directly north of the Union Pacific Railroad and Scyene Road. The applicant has submitted a site plan application for the development of an office warehouse building. The building will be used for by the Flowers Food Company for the distribution of baked goods. The subject property approximately is 3.048 acres in size.

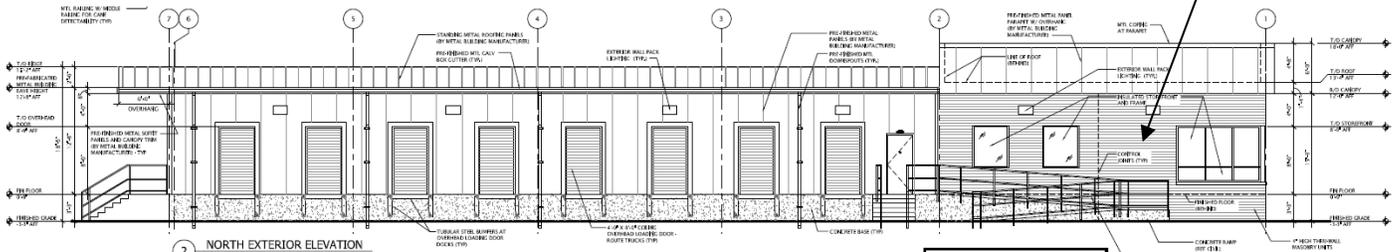
Industrial District Regulations: The proposed building lies with an Industrial zoning district. The Industrial District is intended to provide for general manufacturing uses in locations which are suitable based upon adjacent land uses, access to transportation and the availability of public services and facilities.

The front façade of all industrial buildings within 300' of a primary right of way must be clad in masonry per Section 20.8 of the zoning ordinance. The exterior walls of all buildings that do not directly face a right of way may be constructed of prefabricated metal type (not including corrugated metal). The exterior finish of the building proposed meets these standards.

The applicant proposes to construct a 7,860 sq.ft. building on the subject property. The building will be designed in accordance with the Industrial district guidelines for aesthetics, landscaping and site design. Plans show a one-story building with 2,340 square feet of office space and 5,520 square feet of warehouse space.

- Building height: Single story with parapet style roof over office and standing seam metal roof over warehouse
- Main entrance will be from Clay Road.
- The service entrance will be in the rear of the development. The applicant does not plan to have a dumpster enclosure. The applicant noted that the proposed building will be a distribution center and will not generate daily waste to require a dumpster.
- Building exterior / façade: The front office space will be clad in a CMU (concrete masonry unit) veneer. An overhanging metal panel parapet will sit on top of the office space. The warehouse area will be clad in a pre-finished metal panel with a standing seam metal roof. The entire building will be lighted by wall attached down lights. An ADA accessible ramp will provide access to the facility on the northern façade.

CMU example



- Off-street parking: Required parking shall be 1 space per 1000 sq.ft. of warehouse space and 1 space per 300 sq. ft. of office space (14 spaces). The applicant has submitted plans meeting this requirement (18 spaces proposed).
- Landscape and Buffers: Proposed details meet the standards set forth for the zoning district. Bald Cypress and Cedar Elm Trees will be located within the exterior buffer areas of the site. Additional trees, shrubbery and native plantings will be used around the building and parking island areas. Proposed landscaping will exceed the district requirements.
- Building setbacks:

Front –	40'
Side –	25'
Rear –	25'

Public Notice

Notice was published within the Town's Official Newspaper on December 23rd. Letters were also provided to surrounding properties meeting the distance requirements as provided within the Ordinance. Five (5) letters were sent. As of the writing of this staff memo, one (1) letter had been returned either in favor of the request.

Planning & Zoning – 1/19/2016

Chairman Demko called for a motion. Commissioner Okafor made a motion to approve the request as submitted. Commissioner Daniel seconded. Chairman Demko called for a vote, the motion passed unanimously.

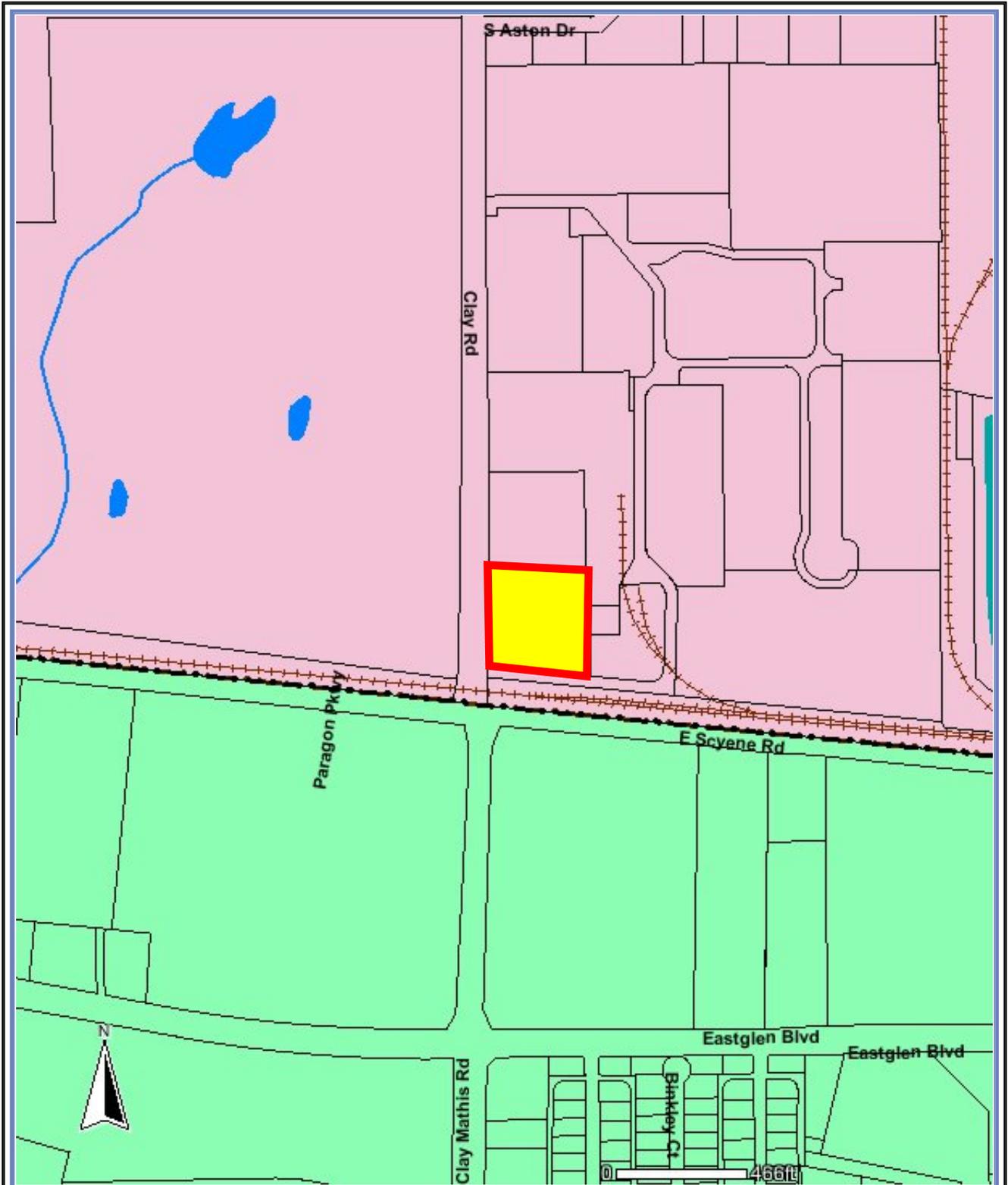
Staff Recommendation

Town staff has the following comments/recommendation for consideration:

1. Town staff comments, as stated within the letter sent to the applicant on 01.14.16 must be satisfactorily addressed prior to construction
2. Upon review, the Fire Department requests that the fire lane be shown to completely around the building. It is currently only noted at the entrance of the site.
3. The subject property must be platted prior to construction.

Attachments

- Location Map
- Site Plan Exhibits
- Notice Letter

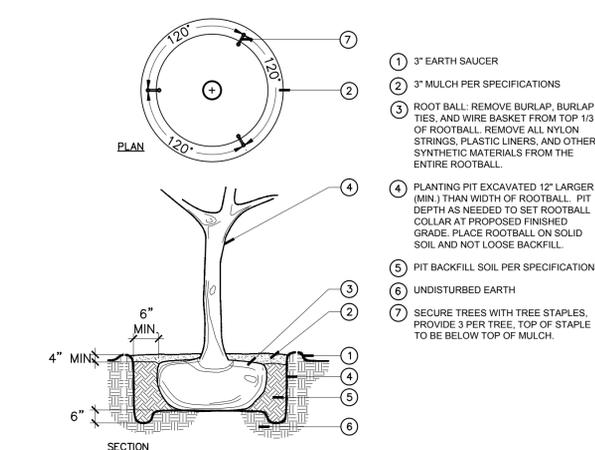


**Dallas Central
Appraisal District**
www.dallascad.org

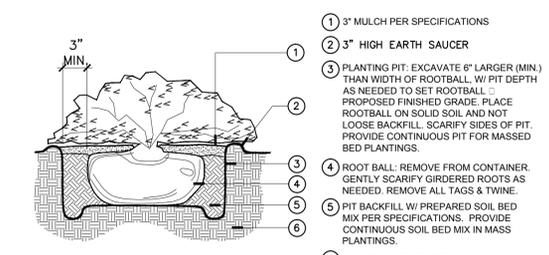
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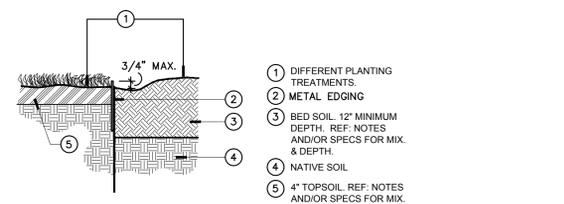
DRAWN: XREF: 24-08
CHECKED: XREF: 24-08
PLOTTED BY: BURNS, JENNIFER
LAST SAVED: 1/20/2014 9:50 AM
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE. IT IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER 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.



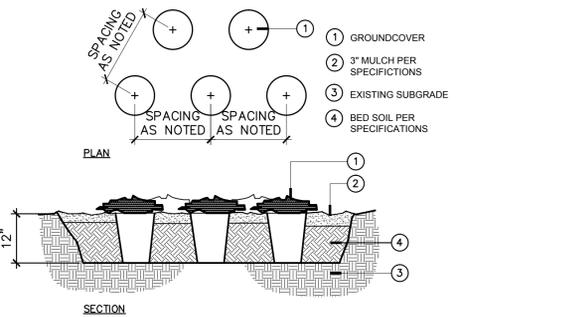
A TREE PLANTING
N.T.S.



B SHRUB PLANTING
N.T.S.



C STEEL EDGING
N.T.S.



D GROUND COVER PLANTING
N.T.S.

GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

- A. SCOPE OF WORK**
- THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.
 - WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.
- B. PROTECTION OF EXISTING STRUCTURES**
- ALL EXISTING BUILDINGS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER.
- C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELICIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT. TREES KILLED OR DAMAGED SO THAT THEY ARE MISAPPROX AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS (100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PER CENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIRMED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.
- D. MATERIALS**
- GENERAL
 - SAMPLES OF MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL OF SAMPLES, DELIVERY OF MATERIALS MAY BEGIN.
 - PLANT MATERIALS
 - PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS AS STATED IN THE LATEST EDITION OF "AMERICAN STANDARDS FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERMEN. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND FREE OF DISEASE AND INSECTS. INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.
 - MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.
 - INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS. LATENT DEFECTS OR INJURIES, REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

- E. TOPSOIL**
- ASTM D5288, NATURAL, FRIABLE, FERTILE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY THAT PRODUCES HEAVY GROWTH. TOPSOIL SHALL HAVE A PH RANGE OF 5.5 TO 7.4, FREED FROM SUBSOL, OBJECTIONABLE WEEDS, LITTER, SODS, STEEP CLAY, STONES LARGER THAN 1-INCH IN DIAMETER, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL, WHICH MAY BE HARMFUL TO PLANT GROWTH OR HINDER PLANTING OPERATIONS. TOP SOIL SHALL CONTAIN A MINIMUM OF THREE PERCENT ORGANIC MATERIAL.
 - SALVAGED OR EXISTING TOPSOIL: REUSE SUITABLE TOPSOIL STOCKPILED ON-SITE OR EXISTING TOPSOIL UNDISTURBED BY GRADING OR EXCAVATION OPERATIONS. CLEAN TOPSOIL OF ROOTS, PLANTS, SODS, STONES, CLAY LUMBS, AND OTHER EXTRANEIOUS MATERIALS HARMFUL TO PLANT GROWTH.
 - VERIFY AMOUNT OF SUITABLE TOPSOIL STOCKPILED IF ANY, AND SUPPLY ADDITIONAL IMPORTED TOPSOIL AS NEEDED. FOUR (4) INCHES OF TOPSOIL TO BE PROVIDED FOR ALL TURF AREAS. TWENTY FOUR (24) INCHES OF TOPSOIL TO BE PROVIDED FOR ALL PLANTING BEDS.
 - IMPORTED TOPSOIL: SUPPLEMENT SALVAGED TOPSOIL WITH IMPORTED TOPSOIL FROM OFF-SITE SOURCES WHEN EXISTING QUANTITIES ARE INSUFFICIENT.
- F. ORGANIC SOIL AMENDMENTS**
- MANURE: WELL-ROTTED, UNLEACHED, STABLE OR CATTLE MANURE CONTAINING NOT MORE THAN 25 PERCENT BY VOLUME OF STRAW, SAWDUST, OR OTHER BEDDING MATERIALS. FREE OF TOXIC SUBSTANCES, STONES, STICKS, SOIL, WEEED SEED, AND MATERIAL HARMFUL TO PLANT GROWTH.
 - BACK TO NATURE COTTON BURR COMPOST OR APPROVED EQUIVALENT.
 - COMPOST: DECOMPOSED ORGANIC MATERIAL INCLUDING LEAF LITTER, MANURE, SAWDUST, PLANT TRIMMINGS AND/OR HAY, MIXED WITH SOIL.
 - PECAN HULLS: COMPOSTED PECAN HULLS FOR LOCAL SOURCE.
 - BIOGOLDS: COMPOST 1 CONTAINING LOWER PATHOGEN LEVELS.
 - WORM CASTINGS: EARTHWORMS.
- G. INORGANIC SOIL AMENDMENTS**
- LIME: ASTM C802, CLASS 0 AGRICULTURAL LIMESTONE CONTAINING A MINIMUM OF 80 PERCENT CALCIUM CARBONATE EQUIVALENT WITH A MINIMUM OF 96 PERCENT PASSING NO. 8 SIEVE AND MINIMUM OF 55 PERCENT PASSING NO. 60 SIEVE.
 - SULFUR: GRANULAR, BIODEGRADABLE, CONTAINING A MINIMUM OF 90 PERCENT SULFUR, WITH A MINIMUM OF 95 PERCENT PASSING NO. 6 SIEVE AND A MAXIMUM OF 10 PERCENT PASSING NO. 40 SIEVE.
 - IRON SULFATE: GRANULATED FERROUS SULFATE CONTAINING A MINIMUM OF 20 PERCENT IRON AND 10 PERCENT SULFUR.
 - AGRICULTURAL GYPSUM: FINELY GROUND, CONTAINING A MINIMUM OF 90 PERCENT CALCIUM SULFATE.
 - SAND: CLEAN, WASHED, NATURAL OR MANUFACTURED, FREE OF TOXIC MATERIALS.
- H. PLANTING SOIL MIX**
- PLANTING MEDIUM CONTAINING 75 PERCENT SPECIFIED TOPSOIL MIXED WITH 15 PERCENT ORGANIC SOIL AMENDMENTS AND 10 PERCENT WASHED SAND. INSTALL TO DEPTHS, PER PLANTING DETAILS (12" MIN.) FINISHED GRADES OF PLANTING BEDS TO BE 2" BELOW FINISHED GRADE OF ADJACENT PAVING OR AS SHOWN ON GRADING PLAN.
 - SOI SEED AREA TOPSOIL: ALL SOD AREAS TO RECEIVE 4" DEPTH (MIN) TOPSOIL. PRIOR TO INSTALLATION, TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, PH RANGE OF 6.0-6.8 WITH 2% (MIN.) ORGANIC MATERIAL, AND FREE OF TRASH, DEBRIS, STONES, WEEDS, AND TWIGS BRANCHES. THE PARTICLE SIZES SHALL BE SUCH THAT 95.5% OF THE TOPSOIL WILL PASS THROUGH A 12-MESH SCREEN AND 90% MORE SHALL PASS THROUGH A 30-MESH SCREEN. TOPSOIL SHALL BE REVIEWED AND APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR TO SUBMIT SAMPLES IN 1 GAL (MIN) CONTAINER.

- R. PLANTING PROCEDURES**
- CLEANUP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OR OWNER. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CONTRACTOR RESPONSIBLE FOR THE CORRECTIVE ACTION.
 - VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRICAL, GAS LINES AND TANKS, WATER, SANITARY SEWER, STORMWATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.
 - SUBGRADE EXCAVATION: SITE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM OF 12" BELOW FINISHED GRADE. THE CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 30" DEEP EXCAVATION BY SITE CONTRACTOR AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, LANDSCAPE CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE.
 - FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
 - GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. TOPSOIL SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.
 - THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.
 - ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK (26) 1. UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SECTION E). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOFT PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.
 - TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.
 - SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING PIT SHALL RECEIVE 21-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURERS SPECIFICATIONS OR AS FOLLOWS:
 - TWO (2) TABLETS PER 1 GAL. PLANT
 - THREE (3) TABLETS PER 3 GAL. PLANT
 - FOUR (4) TABLETS PER 10 GAL. PLANT
 - LARGER MATERIAL - TWO (2) TABLETS PER 1/2" OF TRUNK CALIPER
 - TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED AND THOROUGHLY TAMPED AROUND THE BALL AND SHALL BE SETTLED BY WATER AFTER TAMPING.
 - FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES; STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ONLY WET MULCH. ALL BURLAP, ROPE, WIRES, ETC. SHALL BE REMOVED FROM THE SIDES AND TOPS OF PITS. MULCH SHALL BE PULLED FROM UNDERNEATH.
 - PRUNING: EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE PLANT AS SHOWN ON THE DRAWINGS. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT.
 - SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6"; REMOVE AND DISPOSE ALL DEBRIS. TILL INTO TOP 4" THE PLANTING SOIL MIX AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
 - TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE DRAWINGS TO ENSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE LANDSCAPE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING OF THEIR INTENTIONS AND AGREE TO HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT ANY TREES FALL DOWN AND DAMAGE PERSON OR PROPERTY.
 - MULCHING: PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER AND VINE BED AND TREE PIT.
 - HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, HERBICIDE SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURERS PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.
- S. LAWN SODDING**
- THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE. IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER.
 - LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE WHOLE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT OF ROLLING SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH THAT IS UP TO THE APPLICATION GRADE.
 - SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. APPLY FERTILIZER AT RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. REAPPLICATION SHALL BE UNIFORM, UTILIZING APPROVED MECHANICAL SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE (3) INCHES. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.
 - SODDING
 - THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
 - THE SOD SHALL BE CERTIFIED TO MEET THE STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FRUGS, INSECTS AND DISEASE OF ANY KIND.
 - SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDWARE ELEMENTS. PAVED AND PLANTED AREAS, ADJACENT TO BUILDINGS, A FOUR INCH MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP SOILING IS NECESSARY TO FULLY FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND AS APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN.
 - DURING DELIVERY, PRIOR TO AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.
 - LAWN MAINTENANCE:
 - WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK INCLUDING REGRADING IF NECESSARY.
 - WATER EVERY DAY FOR TEN (10) SUCCESSIVE DAYS, THEN WATER THREE (3) TIMES PER WEEK AT EVEN INTERVALS FOR TWO (2) ADDITIONAL WEEKS. ALL WATERING SHALL BE OF SUFFICIENT QUANTITY TO WET OR RESTORE SOIL TO DEPTH OF FOUR (4) INCHES. CONTRACTOR TO DETERMINE IF SITE IS IN A DROUGHT RESTRICTION AREA AND MUST FOLLOW CITY COUNTY PROTOCOL IF ANY ARE IN PLACE.
- T. CLEAN-UP**
- UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
- U. PLANT MATERIAL MAINTENANCE**
- ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER. MAINTENANCE DURING THE CERTIFICATION PERIOD SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. THE CONTRACTOR IS REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.
- V. MAINTENANCE (ALTERNATE BID ITEM)**
- CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST PER MONTH BASIS.
- W. GUARANTEE**
- THE LIFE AND SATISFACTORY CONDITION OF ALL 1/2 GALLON AND LARGER PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER.
 - THE LIFE AND SATISFACTORY CONDITION OF ALL OTHER PLANT MATERIAL (INCLUDING SOD) INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF 90 CALENDAR DAYS, COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER.
 - REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE GUARANTEE PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING"; AT NO ADDITIONAL COST TO THE OWNER.
 - IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.
- X. FINAL INSPECTION AND ACCEPTANCE OF WORK**
- FINAL INSPECTION AT THE END OF THE GUARANTEE PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REJECTION AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR GUARANTEE (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

REVISIONS

No.	DATE

12750 MERIT DRIVE, SUITE 1000, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-299-3920
TEXAS REGISTERED ENGINEERING FIRM #928

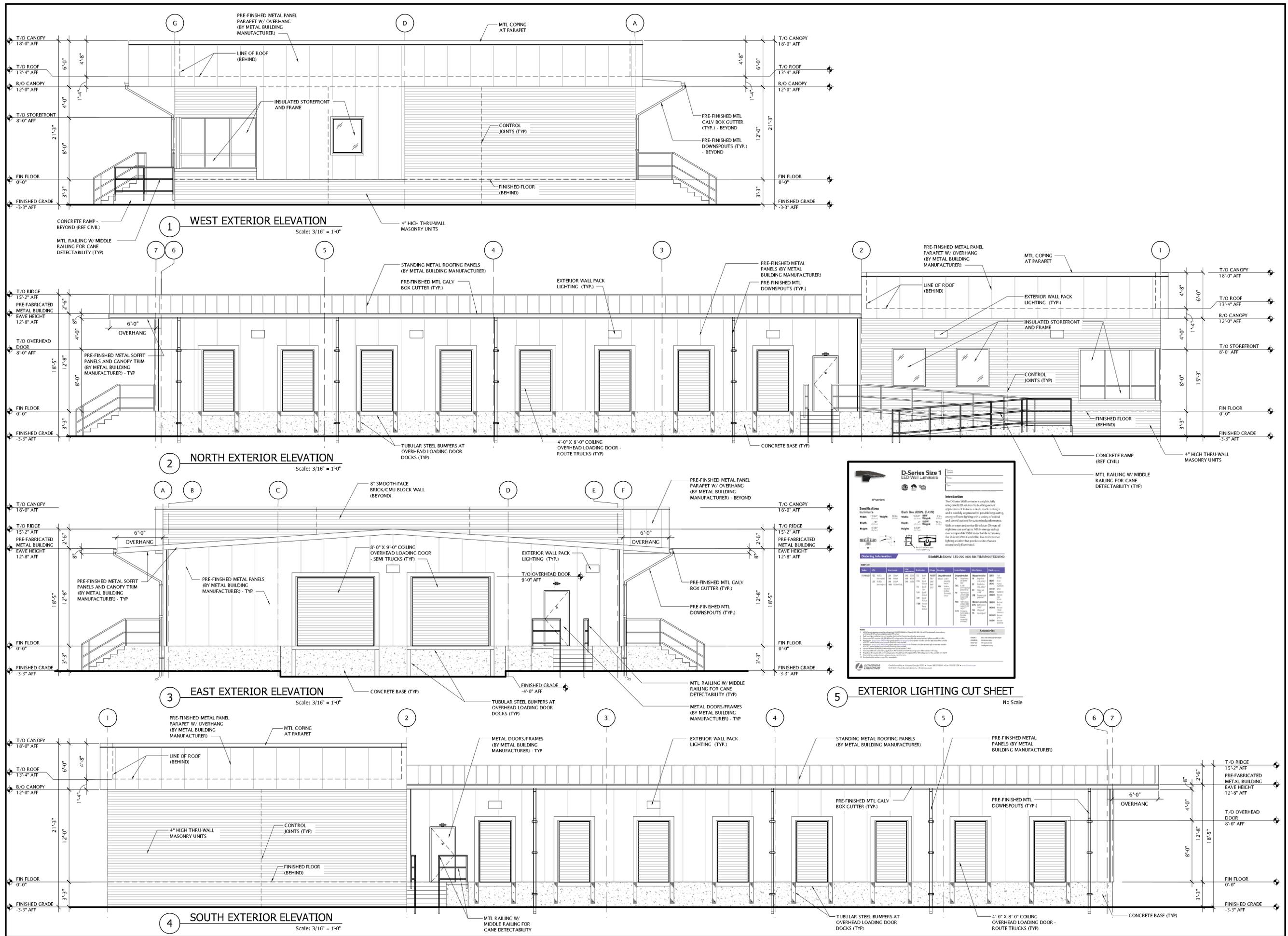
DATE: JAN 2016
SCALE: AS SHOWN
DESIGNED BY: LFH
DRAWN BY: LFH
CHECKED BY: LMC

FLOWERS SUNNYVALE
TOWN OF SUNNYVALE, TEXAS

LANDSCAPE DETAILS

SHEET NUMBER
L1.02

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NORR

CONSULTANT:

SEAL:

THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION PURPOSES UNTIL THE SEAL AND SIGNATURE OF THE RESPONSIBLE REGISTRANT APPEARS ON THE DRAWING, AND PROPER PERMIT FORMS AND RELATED FEES ARE TRANSMITTED BY THE OWNER, OWNER'S AGENT OR CONTRACTOR TO THE AUTHORITY HAVING JURISDICTION.

DATE	ISSUED FOR	REV
10/22/2015	OA DESIGN MEETING	
12/17/2015	SITE PLAN SUBMITTAL	

Project Manager B. COLBURN	Drawn A. FROELICH
Project Leader B. COLBURN	Checked B. COLBURN
Date 12/17/2015	Dept Mgr Approval A. RICCIUTI

Developer:
Palmetto Capital Group, LLC.

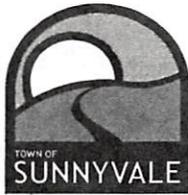
3201 Trevor St.
Nashville, TN 37209
Office: (434) 996-3349
CONTACT: Mr. Austin Cox

Project:
FLOWERS DISTRIBUTION CENTER
CLAY ROAD
SUNNYVALE, TX 75182

Drawing Title:
PROPOSED WEST AND NORTH EXTERIOR ELEVATIONS

DO NOT SCALE DRAWING

Project No: JCDT.15.0327.99	Drawing No: A2-01
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**Notice of Application for Site Plan
Town of Sunnyvale
Planning & Zoning Commission**

The Town of Sunnyvale has received a request from Holly Montie, PE for a site plan approval of Flowers Distribution Center. The applicant proposes to construct an office/warehouse on the subject property. The location of the property, 520 Clay Road, is shown on the attached exhibit.

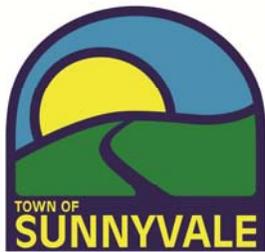
The Planning and Zoning Commission will hear this application on Tuesday, January 19th, 2016 and the Town Council will consider the application on either Monday, January 25th, 2016 or Monday, February 8th, 2016. The hearings will be conducted in open session at Town Hall, 127 Collins Road at 7:00 P.M. If you have comments on the applications, you may present them in person at these meetings or you may submit written comments at any time on or before date of the hearings.

The site plan application and supporting documents are on file at Town Hall and may be examined at no charge. For further information contact Rashad Jackson, Director of Development Services at (972) 203-4103 or rashad.jackson@townofsunnyvale.org.

- I am in favor of the site plan
- I am opposed to the site plan

Explanation: _____

Signature: _____
 Printed Name: David W. Jackson
 Address: 8216 Tanagerose Dr, Frisco TX 75033
 Date: 1/11/15



Town of Sunnyvale

January 25, 2015

Prepared By: Rashad Jackson, AICP
Director of Development Services

Summary:

APPLICANT: CHRISTOPHER JACKSON
 WYNNE/JACKSON DEVELOPMENT
AT OR ABOUT: 301 JOBSON ROAD
REQUEST: PRELIMINARY PLAT – HOMESTEAD 6

Background:

This item was initially heard and approved by the Planning & Zoning Commission and Town Council in October 2015. Since the approval, the applicant has proposed some subtle changes to the proposed preliminary plat for Homestead Phase 6. The changes are intended to increase the overall quality of the development.

Below is a list of the changes that have been made since the previous approval on October 26.

- Lots 29 through 33 have been moved to the east along Jobson Road. This relocation (actually just sliding the lots down) allowed for an open space buffer area at the entrance along the east side of Morning Fog. The open space area will be landscaped and provide a nice scenic entry from Jobson into the development.
- Common Area 1 has been reduced in size due to the movement of the above mentioned lots.
- Common area is still almost 90 feet wide and will be a nice landscape area. However, this size reduction allowed for the above mentioned open space to be added at the Morning Fog entry (Common Area 6).
- No roadway alignments or other lots have been changed.

As noted all other details of the plat remain consistent with the previous approval and consistent with the Homestead Concept Plan. Town staff has reviewed the plans and note that they adhere to the approved Concept Plan and zoning ordinance standards.

Site Details:

The property is zoned SF-3 PRO. The phase is located west of Jobson Rd and north of Hidden Lake Drive. This phase is 25.60 acres in size. The property would allow for the development of thirty-three (33) residential lots. Each lot measures approximately 20,000 square feet or larger in size. There are also six (6) common area tracts within this phase. Details of the proposed subdivision are noted below.

Site Data Table – Homestead Phase 6	
Acreage:	25.600 acres
Residential lots	33 lots
Dwelling Units per Acre	1.29
Open Space Lots	6
Open Space Acreage	4.17 acres
Open Space Electrical Esmt.	1.82 acres

% Open Space	16.29 %
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Common Area 1	Along Jobson Rd	Detention Easement	.44 acres
Common Area 2	South Along Jobson Rd to Morning Fog	50' Landscape Buffer	.90 acres
Common Area 3	North Along Jobson Rd to Morning Fog	50' Landscape Buffer	.44 acres
Common Area 4	Common area within the north corner of the phase along Tavenner Lane	Open Space	.27 acres
Common Area 5	Common area with the south corner of the phase along Jobson Rd	Detention Easement	.36 acres
Common Area 6	Common area along the west portion of the phase.	Open Space – Utility Easement	1.82 acres
		APPROX. TOTAL	4.17 acres

Zoning Ordinance Standards

Setbacks and Lot Size

Per the Concept Plan, most of the lots within this phase were planned to be between 18,000 to 34,000 square feet in area. The preliminary plat shows that most lots will be in the 20,000 square feet range. Setbacks and size requirements for lots that range in size from 14,000 to 34,999 square feet are as follows:

Lot width	100 feet
Lot depth	Greater than the width
Front yard setback	50 feet
Side yard setback	12 feet
Rear yard setback	30 feet

Landscaped Buffer Areas

While some landscape drawings have been submitted, a landscape plan is required for the landscape buffers and open space areas for each phase of the development. The landscape buffer area must meet the requirements of the 1993 Zoning Ordinance. A landscape plan would need to be reviewed and approved before any permits can be issued for grading, building, paving, or construction on the property.

Landscaped buffer areas are required to be covered with living grass or ground cover and shall be maintained by an automatic sprinkler system. The applicant would need to provide an irrigation plan for review and approval by the Building Official.

Street Lighting

Decorative lighting is required at all residential subdivision entries. Additional lighting is to be placed throughout the development. Light poles are to be fourteen (14) feet in height. Traffic information and street names shall be placed on the poles. Final location of street lighting fixtures will be verified and approved by Town staff.

Fire Hydrants

Fire Hydrants would need to be located in accordance with the regulations as provided for within the Zoning Ordinance and Subdivision Ordinance. The distance of a fire hydrant from the edge of pavement for a public street shall not exceed five (5) feet unless otherwise permitted by the Town Engineer. Fire hydrants must be located at all intersecting streets and at intermediate locations between intersections at a maximum spacing of five hundred (500) feet.

Architectural Details

Fencing will be provided along the lot perimeters. Given that fencing will be adjacent to open space, open fencing with openings that do not cover more than fifty (50) percent of the fence area shall be used.

Garages may not face the front of the lot. No front building elevation or plan for a single-family detached dwelling shall be repeated with a block face or within 1,000 feet along a street(s). All residential units shall consist of ninety (90) percent brick or stone, with exception given to doors and windows. All fireplace chimneys are to be 100 percent masonry. All dwelling units will have a minimum 2200 square feet of air conditioned space.

Sidewalks and Trails

Sidewalks have been provided as required by Ordinance throughout the development. A trail system will be provided within the landscaped buffer areas as well as through the larger open space area to the west within the project area.

Public Notice

Public notice was provided to the Town's Official Newspaper for publication on December 23rd, 2015. Letters were also sent to property owners' within 400' of the subject property. The total number of letters sent was forty-seven (47). As of the release of the staff memo, one (1) response had been received.

Fiscal Impact

As each phase of the development receives final development plat approval and prior to filing the final plat, the applicant will be required to provide the Town with a monetary contribution \$2,303 per lot. For this particular phase of the development, an estimated \$75,999 would need to be provided to the Town.

Planning & Zoning – 1/19/2016

Chairman Demko called for a motion. Commissioner Sandler made a motion to approve the request as submitted. Commissioner Moss seconded. Chairman Demko called for a vote, the motion passed unanimously.

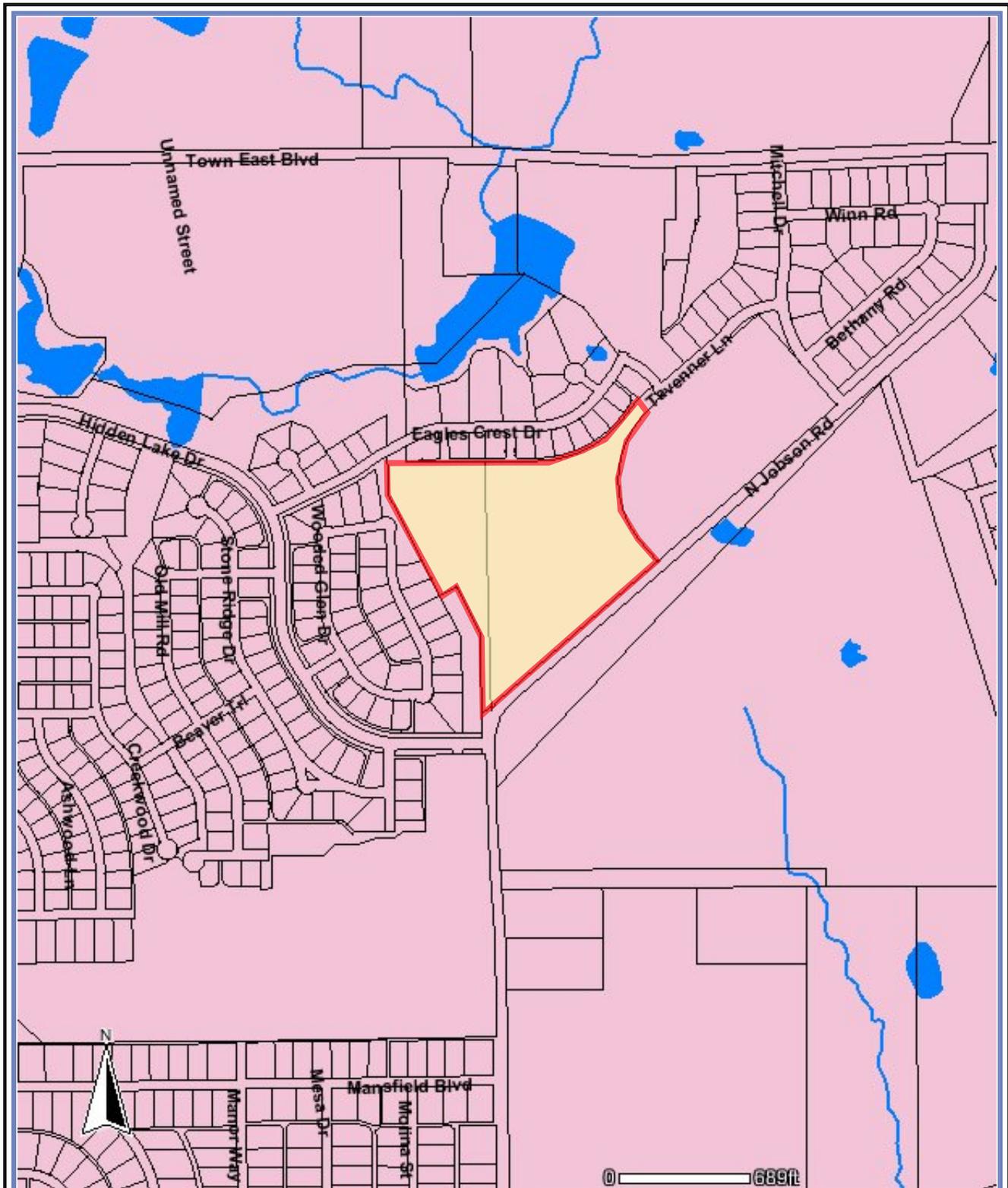
Staff Recommendation

Town staff has the following comments/recommendations for consideration:

1. A Landscape Plan for the open space and landscape buffer areas must be provided for review and approval prior to the issuance of any permits for grading, paving, or building. Such plan shall meet the requirements of the Zoning Ordinance.
2. HOA documents have been submitted for the proposed development.

Attachments

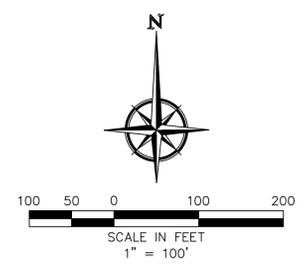
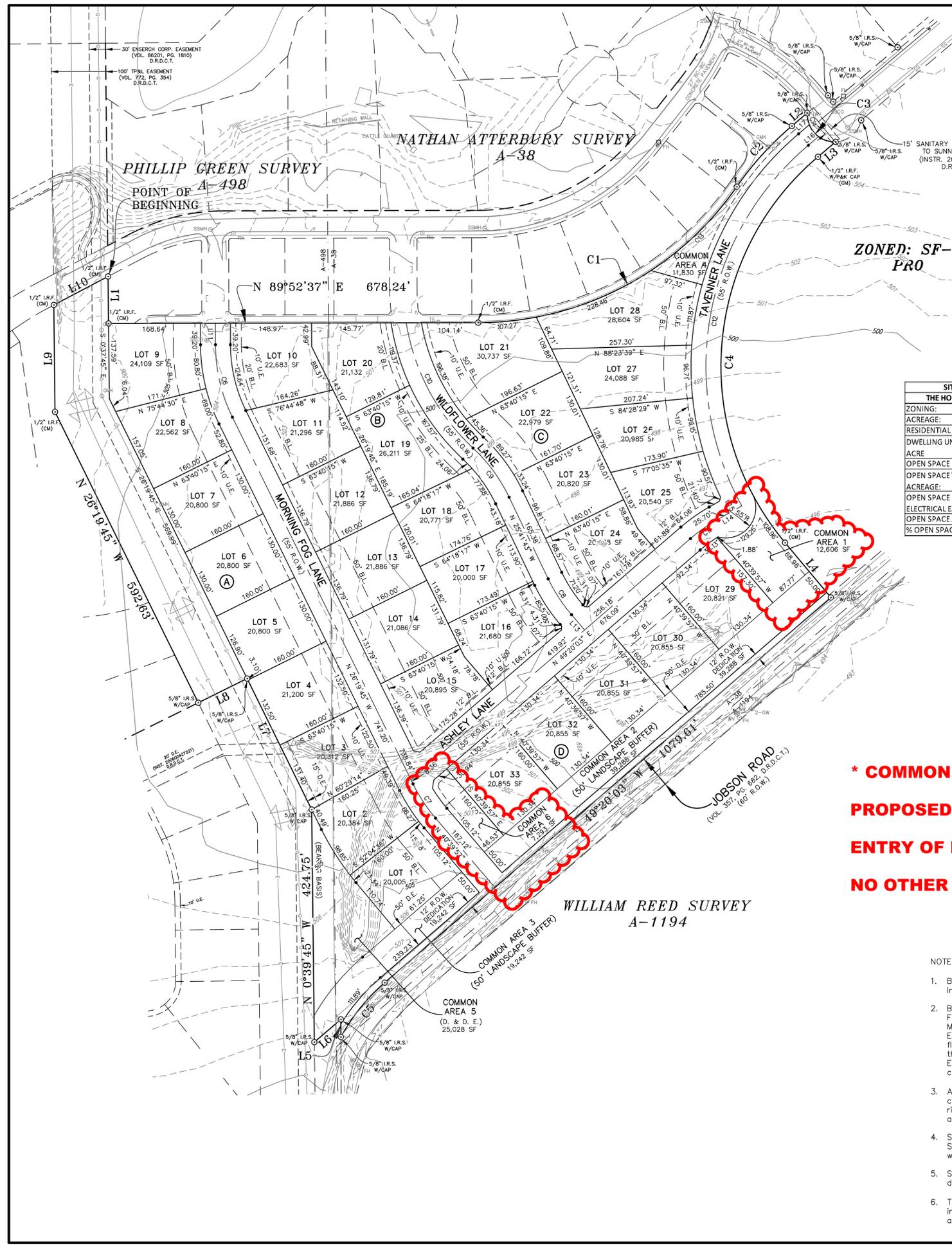
- Location Map
- Preliminary Plat: The Homestead Phase 6
- Notice Letter



**Dallas Central
Appraisal District**
www.dallascad.org

DISCLAIMER

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



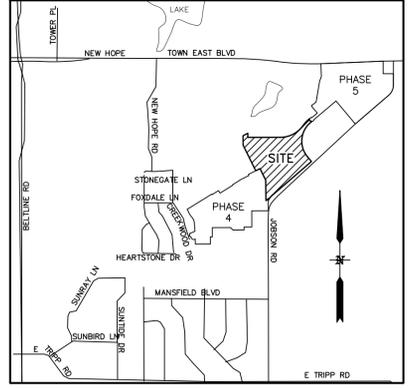
LEGEND	
5/8" I.R.S. W/CAP	5/8" IRON ROD SET WITH YELLOW CAP STAMPED "RPLS 3963"
I.R.F.	IRON ROD FOUND
(CM)	CONTROL MONUMENT
SPC	STATE PLANE COORDINATES
D.R.D.C.T.	DEEDS RECORDS DALLAS COUNTY TEXAS
R.O.W.	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
B.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
D. & D. E.	DRAINAGE & DETENTION EASEMENT
---	PROPERTY LINE
---	ABSTRACT LINE
---	EASEMENT LINE
①	INDICATES BLOCK DESIGNATION

LOT SIZE TABLE	
LOT #	SIZE (SF)
1	20,005
2	20,384
3	20,312
4	21,200
5	20,800
6	20,800
7	20,800
8	22,562
9	24,109
10	22,683
11	21,296
12	21,886
13	21,886
14	21,086
15	20,895
16	21,680
17	20,000
18	20,771
19	26,211
20	21,132
21	30,737
22	22,979
23	20,820
24	20,878
25	20,540
26	20,985
27	24,088
28	28,604
29	20,855
30	20,855
31	20,855
32	20,855
33	21,449

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	054°59'30"	580.00'	301.88'	556.68'	N 62°22'52" E	535.55'
C2	014°59'54"	575.00'	75.69'	150.52'	S 42°23'04" W	150.09'
C3	095°44'00"	50.00'	55.27'	83.54'	S 44°24'09" E	74.16'
C4	090°00'00"	500.00'	500.00'	785.40'	S 4°54'59" W	707.11'
C5	020°42'33"	355.00'	64.86'	128.31'	S 38°58'46" E	127.61'
C6	026°12'22"	300.00'	69.83'	137.21'	S 1°13'34" E	136.02'
C7	014°20'13"	300.00'	37.73'	75.07'	S 33°29'51" E	74.87'
C8	014°58'14"	300.00'	39.42'	78.39'	S 33°10'50" E	78.16'
C9	021°25'58"	300.00'	56.77'	112.22'	N 36°24'42" W	111.57'
C10	037°51'54"	400.00'	137.20'	264.35'	S 28°11'44" E	259.56'
C11	011°12'28"	300.00'	29.44'	58.68'	S 54°56'17" W	58.59'
C12	078°48'40"	527.50'	433.38'	725.58'	S 10°30'39" W	669.72'
C13	021°49'33"	580.00'	111.83'	220.94'	N 45°47'54" E	219.61'
C14	025°29'19"	50.00'	11.31'	22.24'	S 9°16'48" E	22.06'

SITE DATA TABLE	
THE HOMESTEAD - PHASE 6	
ZONING:	SF-3 (PRO)
ACREAGE:	25.600 ACRES
RESIDENTIAL LOTS:	33 LOTS
DWELLING UNITS PER ACRE:	1.29
OPEN SPACE LOTS:	6
OPEN SPACE TOTAL:	20,820 SF
ACREAGE:	4.17 ACRES
ELECTRICAL ESMT:	1.82 ACRES
OPEN SPACE ACREAGE:	4.17 ACRES
% OPEN SPACE:	16.29%

LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	S 0°37'45" E	85.84'
L2	N 49°48'27" E	37.14'
L3	S 49°54'59" W	42.31'
L4	S 40°05'09" E	130.96'
L5	N 0°11'34" W	32.08'
L6	S 49°32'26" W	63.90'
L7	N 26°19'45" W	267.00'
L8	S 63°46'05" W	100.00'
L9	N 0°37'45" W	195.16'
L10	N 62°18'41" E	112.29'
L11	N 0°07'23" W	39.20'
L12	N 40°39'57" W	167.12'
L13	N 40°39'57" W	36.81'
L14	N 60°32'31" E	52.97'
L15	S 29°27'29" E	11.21'
L16	N 49°54'59" E	24.43'



*** COMMON AREA 1 REVISED TO INCLUDE PROPOSED COMMON AREA 6 AT THE ENTRY OF PHASE 6 (FOR ENTRY LANDSCAPING). NO OTHER CHANGES TO LOTS OR ROADWAYS.**

- NOTES:
- Basis of Bearing being N 00°39'45" W for an east line of plat recorded in Instrument 200600427221, D.R.D.C.T.
 - By graphical plotting, the parcel described hereon does not lie within a Special Flood Hazard Area per Flood Insurance Rate Map, Map Number 48113C380K and Map Number 48113C390K, dated July 7, 2014, as published by the Federal Emergency Management Agency. The Surveyor utilized the above referenced floodplain information for this determination and the Surveyor does not certify that revised floodplain information has or has not been published by the Federal Emergency Management Agency or some other source. This statement shall not create liability on the part of the surveyor.
 - A 5/8-inch iron rod with yellow cap stamped "RPLS 3963" will be set at all lot corners, points of curvature, points of tangency and angle points in public rights-of-way whenever possible unless otherwise shown or noted in this drawing, after all construction for this subdivision has been completed.
 - Selling a portion of this addition by metes and bounds is a violation of the Town Subdivision Ordinance and state platting statutes and is subject to fines and withholdings of utilities and building certificates.
 - Sidewalks adjacent to open space and hike & bike trail to be constructed by developer. All other sidewalks to be constructed by home builders.
 - The point of beginning bears approximately S 74°19'34" W, 1246.1' from the intersection of the John Denton Survey, A-397, the William Reed Survey, A-1194 and the Nathan Atterbury Survey, A-38.

DEVELOPER
WYNNE JACKSON, INC.
 600 N. PEARL ST., STE L.B. 149
 DALLAS, TX 75201
 (214) 880-8620
 FAX (214) 880-8709
 CONTACT: CHRISTOPHER JACKSON

OWNER
SUNNYVALE DEVELOPMENT LTD
 3811 TURTLE CREEK BLVD., SUITE 340
 DALLAS, TX 75219
 (214) 528-3183
 CONTACT: TAV LUPTON, III

LAND SURVEYOR
R.C. MYERS SURVEYING, LLC
 488 ARROYO COURT
 SUNNYVALE, TX 75182
 (214) 532-0636
 FAX (972) 412-4875
 EMAIL: rcmysurveying@gmail.com
 FIRM NO. 10192300 JOB NO. 214

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY
THE HOMESTEAD PHASE 6

LOTS 1-9, BLOCK A; LOTS 10-20, BLOCK B;
 LOTS 21-28, BLOCK C; LOTS 29-33, BLOCK D;
 & COMMON AREA 1-5

33 RESIDENTIAL LOTS
 6 COMMON AREA TRACTS
 ZONED: SF-3 PRO
25.600 ACRES

SITUATED IN THE
 NATHAN ATTERBURY SURVEY, A-38
 & PHILLIP GREEN SURVEY, A-498
 TOWN OF SUNNYVALE,
 DALLAS COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
 ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
 TEXAS FIRM REG. NO. 001145
 201 WINDCO CIRCLE, SUITE 200, WYLYE, TX 75098
 (972) 941-8400 FAX (972) 941-8401

OWNER'S CERTIFICATE & DEDICATION

WHEREAS, WYNNE JACKSON, INC. BEING THE OWNER of a 25.600 acre tract of land situated in the Nathan Atterbury Survey, Abstract No. 38 and the Phillip Green Survey, Abstract No. 498, Town of Sunnyvale, Dallas County, Texas, and being part of Tract I (78.63 acres) and part of Tract II (289.752 acres) described in a deed to Sunnyvale Development, Ltd., as recorded in Volume 92163, Page 3018, Deed Records, Dallas County, Texas, said 25.600 tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of Lot 1, Block I, The Homestead, Phase 2C, an addition to the Town of Sunnyvale, as recorded in Volume 2004209, Page 229 of said Deed Records;

THENCE Southerly and Easterly, with the southerly boundary lines of said Phase 2C, the following courses:

South 00 degrees 37 minutes 45 seconds East, a distance of 85.84 feet to a 1/2 inch iron rod found for the southwest corner of said Lot 1;

North 89 degrees 52 minutes 37 seconds East, a distance of 678.24 feet to a 1/2 inch iron rod found for the beginning of a non-tangent curve to the left having a radius of 580.00 feet whose chord bears North 62 degrees 22 minutes 52 seconds East, a distance of 535.55 feet;

Northeasterly, with said curve to the left through a delta angle of 54 degrees 59 minutes 30 seconds, an arc distance of 556.68 feet to a 1/2-inch iron rod found for the beginning of a reverse curve to the right having a radius of 575.00 feet whose chord bears North 42 degrees 23 minutes 04 seconds East, a distance of 150.09 feet;

Northeasterly, with said curve to the right through a delta angle of 14 degrees 59 minutes 54 seconds, an arc distance of 150.52 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner at the end of said curve;

North 49 degrees 48 minutes 21 seconds East, a distance of 37.04 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner in the southerly boundary line of, a 50 ft. cul-de-sac, Tavenner Lane, as shown on The Homestead, Phase 5 A, an addition to the Town of Sunnyvale, as recorded in Instrument 201500107711 of said Plat Records, said corner being the beginning of a non-tangent curve to the left having a radius of 50.00 feet whose chord bears South 44 degrees 24 minutes 09 seconds East, a distance of 74.16 feet;

THENCE Southeasterly, with said cul-de-sac and said curve to the left, through a delta angle of 95 degrees 44 minutes 00 seconds, an arc distance of 83.54 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner the end of said curve in the northerly boundary line of a 16.000 acre tract of land described in a deed to Sunnyvale Independent School district as recorded in Volume 99202, Page 2839 of said Deed Records;

THENCE Southwesterly, with the boundary of said 16.000 acre tract, the following courses:

South 49 degrees 54 minutes 59 seconds West, a distance of 42.31 feet to a 1/2-inch iron rod with "P&K" cap found for the beginning of a tangent curve to the left having a radius of 500.00 feet whose chord bears South 04 degrees 54 minutes 59 seconds West, a distance of 707.11 feet;

Southwesterly, with said curve to the left, through a delta angle of 90 degrees 00 minutes 00 seconds, an arc distance of 785.40 feet to a 1/2-inch iron rod found for the end of said curve;

South 40 degrees 05 minutes 09 seconds East, a distance of 130.96 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner in the northwest right-of-way line of Jobson Road, a 60 ft. right-of-way;

THENCE South 49 degrees 20 minutes 03 seconds West, with the northwest right-of-way line of said Jobson Road, a distance of 1079.61 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for the beginning of a tangent curve to the left having a radius of 355.00 feet whose chord bears South 38 degrees 58 minutes 46 seconds West, a distance of 127.61 feet;

THENCE Southwesterly, with the northwest right-of-way line of said Jobson Road and said curve to the left through a delta angle of 20 degrees 42 minutes 33 seconds, an arc distance of 128.31 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for the end of said curve in the easterly boundary line of The Homestead, Phase 4, an addition to the Town of Sunnyvale, as recorded in Instrument 200600427221 of said Deed Records;

THENCE Northerly, with the easterly boundary lines of said Phase 4, the following courses:

North 00 degrees 11 minutes 34 seconds West, a distance of 32.08 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

South 49 degrees 32 minutes 26 seconds West, a distance of 63.90 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

North 00 degrees 39 minutes 45 seconds West, a distance of 424.75 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

North 26 degrees 19 minutes 45 seconds West, a distance of 267.00 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for the northeast corner of said Phase 4;

THENCE South 63 degrees 46 minutes 05 seconds West, with the north boundary line of said Phase 4, a distance of 100.00 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for the westerly southeast corner of said Phase 2C;

THENCE Northerly and Easterly, with the easterly and southerly boundary lines of said Phase 2C, the following courses:

North 26 degrees 19 minutes 45 seconds West, a distance of 592.63 feet to a 1/2-inch iron rod found for corner;

North 00 degrees 37 minutes 45 seconds West, a distance of 195.16 feet to a 1/2-inch iron rod found for corner;

North 62 degrees 18 minutes 41 seconds East, a distance of 112.29 feet to the POINT OF BEGINNING AND CONTAINING 1,115,149 square feet or 25.600 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WYNNE JACKSON, INC. acting by and through its duly authorized officers does hereby adopt this plat, designating the herein above described property as THE HOMESTEAD, PHASE 6, an addition to the Town of Sunnyvale, Dallas County, Texas, and does hereby dedicate and convey, in fee simple, to public use forever, the streets and alleys as shown hereon. The easements shown thereon are hereby reserved for the purposes indicated. The easements and fire lanes shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility easements and fire lanes is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements, obstructions, or growths shall be constructed, reconstructed or placed upon, over or across the easements and fire lanes as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. The Town of Sunnyvale shall have the right to remove and keep removed from fire lanes, all or parts of any building, fences, trees, shrubs, or other improvements, obstructions, or growths which in any way may endanger or interfere with access of fire units to fire protection facilities or equipment. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility). Owner hereby grants and conveys to the Town of Sunnyvale and the general public use forever an access easement for ingress, egress, park and recreation use in, on and under all Open Space shown hereon. Owner hereby grants and conveys to the Town of Sunnyvale and the general public a drainage easement in, on and under all Open Space shown hereon. The Town of Sunnyvale shall have the right but not the obligation to maintain drainage facilities, public trails and landscaped areas within all said easements.

Owner hereby grants the Town of Sunnyvale the irrevocable option which option is coupled with an interest, runs with the land and which option shall expire twenty (20) years from the date of this plat, to receive by dedication in fee simple for park recreation and drainage purposes all Open Space shown hereon, landscaped buffers and trail improvements associated therewith at no cost to the Town of Sunnyvale. This option may be exercised by notice from the Town to Owner or its successors or assigns. The easement, rights, and privileges granted by this conveyance are exclusive, and Owner covenants not to convey any other easement or conflicting rights in the area covered by this grant. The easements shown hereon shall be perpetual. Owner's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument against every person lawfully claiming or to claim all or any part of the interest in the Property. Water main and wastewater easement shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Sunnyvale, Texas.

WITNESS, my hand at Richardson, Texas, this the ____ day of _____, 2015.

FOR: WYNNE JACKSON, INC.

By:

STATE OF TEXAS
COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, Texas, on this day personally appeared _____ of Wynne Jackson, Inc., 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 as the act and deed of Homestead Partners, LTD, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2015.

Notary Public in and for Dallas County, Texas
My commission expires: _____

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF SUNNYVALE, TEXAS on this the ____ day of _____, 2015.

Chairman, Planning and Zoning Commission

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS on this the ____ day of _____, 2015.

Mayor

ATTEST:

Town Secretary

SURVEYOR'S CERTIFICATE

That I, Robert C. Myers, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual and accurate survey of the land made on the ground and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the platting rules and regulations of the Town of Sunnyvale, Texas.

GIVEN UNDER MY SEAL OF OFFICE THIS ____ DAY OF _____, 2015.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. This preliminary plat is released on SEPTEMBER 22, 2015 for review by the Town of Sunnyvale and other parties for comments and progression to a preliminary plat.

ROBERT C. MYERS
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 3963



STATE OF TEXAS
COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, Texas, on this day personally appeared Robert C. Myers, 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.

Given under my hand and seal of office this ____ day of _____, 2015.

Notary Public in and for Dallas County, Texas
My commission expires: _____

PRELIMINARY PLAT
FOR REVIEW PURPOSES ONLY
**THE HOMESTEAD
PHASE 6**

LOTS 1-9, BLOCK A; LOTS 10-20, BLOCK B;
LOTS 21-28, BLOCK C; LOTS 29-33, BLOCK D;
& COMMON AREA 1-5

33 RESIDENTIAL LOTS
6 COMMON AREA TRACTS
ZONED: SF-3 PRO

25.600 ACRES

SITUATED IN THE

NATHAN ATTERBURY SURVEY, A-38
& PHILLIP GREEN SURVEY, A-498

TOWN OF SUNNYVALE,
DALLAS COUNTY, TEXAS

OWNER
SUNNYVALE DEVELOPMENT LTD
3811 TURTLE CREEK BLVD., SUITE 340
DALLAS, TX 75219
(214) 528-3183
CONTACT: TAV LUPTON, III

LAND SURVEYOR
R.C. MYERS SURVEYING, LLC
488 ARROYO COURT
SUNNYVALE, TX 75182
(214) 532-0636
FAX (972) 412-4875
EMAIL: rcmsurveying@gmail.com
FIRM NO. 10192300 JOB NO. 214

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001145
201 WNDCO CIRCLE, SUITE 200, WYLLIE, TX 75098
(972) 941-8400 FAX (972) 941-8401

DATE: DECEMBER 23, 2015

SHEET 2 OF 2

December 23, 2015

Mr. Rashad Jackson, AICP
Director of Development Services
Town of Sunnyvale
127 N. Collins Road
Sunnyvale, Texas 75182

**RE: Resubmittal - Preliminary Plat
The Homestead, Phase 6
Sunnyvale, Texas**

Dear Mr. Jackson:

On October 26, 2015, the Town of Sunnyvale Town Council approved the Preliminary Plat for The Homestead Phase 6 as submitted by Mr. Christopher Jackson with Wynne | Jackson. Since this date, Mr. Jackson has determined that a few minor changes to the Preliminary Plat would increase the overall quality of the development. In the past couple of weeks, I have discussed the changes with you, and we determined that a resubmittal for Planning & Zoning and Town Council would be appropriate.

Below is a list of the changes that have been made since the previous approval on October 26.

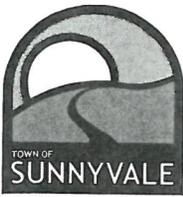
- Lots 29 through 33 have been moved to the east along Jobson Road. This relocation (actually just sliding the lots down) allowed for an open space buffer area at the entrance along the east side of Morning Fog. The open space area will be landscaped and provide a nice scenic entry from Jobson into the development.
- Common Area 1 has been reduced in size due to the movement of the above mentioned lots. Common area is still almost 90 feet wide and will be a nice landscape area. However, this size reduction allowed for the above mentioned open space to be added at the Morning Fog entry (Common Area 6).
- No roadway alignments or other lots have been changed.

We have resubmitted the civil plans for review by the Town Engineer, addressing all previous comments from the Town. We will revise the plans to match this plat and resubmit for review by the Engineer. If you have any questions or would like to discuss this further, please do not hesitate to contact me at 972-941-8410 or by email at chris@ecdip.com

Thank you,



Chris Seely, P.E.
Project Manager



Notice of Application Town of Sunnyvale

The Town of Sunnyvale has received a request by Christopher Jackson for approval of a Preliminary Plat for the Homestead Phase 6 residential development. The property for the development is located generally south of Eagles Crest Road and west of Jobson Road.

On October 26, 2015, the Town of Sunnyvale Town Council approved the Preliminary Plat for The Homestead Phase 6 as submitted by Mr. Christopher Jackson with Wynne | Jackson. Since this date, Mr. Jackson has determined that a few minor changes to the Preliminary Plat would increase the overall quality of the development.

Below is a list of the changes that have been made since the previous approval on October 26.

- Lots 29 through 33 have been moved to the east along Jobson Road. This relocation (actually just sliding the lots down) allowed for an open space buffer area at the entrance along the east side of Morning Fog. The open space area will be landscaped and provide a nice scenic entry from Jobson into the development.
- Common Area 1 has been reduced in size due to the movement of the above mentioned lots. Common area is still almost 90 feet wide and will be a nice landscape area. However, this size reduction allowed for the above mentioned open space to be added at the Morning Fog entry (Common Area 6).
- No roadway alignments or other lots have been changed.

The Planning and Zoning Commission will hear this application on Tuesday, January 19th, 2016 and the Town Council will consider the application on either Monday, January 25th, 2016 or Monday, February 8th, 2016. The hearings will be conducted in open session at Town Hall, 127 Collins Road at 7:00 P.M. If you have comments on the applications, you may present them in person at these meetings or you may submit written comments at any time on or before date of the hearings.

The supporting document is included and on file at Town Hall and may be examined at no charge. For further information contact Rashad Jackson, Director of Development Services at 972-203-4103 or rashad.jackson@townofsunnyvale.org. If you wish to submit a written response, please fill out and return this notice as soon as possible.

I am in favor of the Preliminary Plat I am opposed to the Preliminary Plat

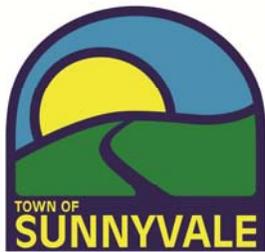
Explanation:

Signature:

R.C. Lupton

Printed Name:

Address &
Date



Town of Sunnyvale

January 25, 2016

Prepared By: Rashad Jackson, AICP

Summary:

CONSIDER AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS, ABANDONING A TEMPORARY TRAIL EASEMENT DESCRIBED AS “10’ TEMPORARY TRAIL EASEMENT” ON LOT 10 AND LOT 11, BLOCK C OF THE HOMESTEAD PHASE 5A AND SHOWN IN EXHIBITS “A” AND EXHIBIT “B” ATTACHED HERETO; RESERVING ALL EXISTING EASEMENT RIGHTS OF OTHERS, IF ANY, WHETHER APPARENT OR NON-APPARENT, AERIAL, SURFACE, UNDERGROUND OR OTHERWISE; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A QUITCLAIM DEED; PROVIDING FOR THE INDEMNIFICATION OF THE TOWN OF SUNNYVALE, TEXAS, AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Background:

The developer of Homestead, Wynne/Jackson, proposes to abandon a temporary trail easement within phase 5A of The Homestead subdivision. The temporary trail easement, currently a stub out sidewalk that leads to nowhere, is located between lots 10 and 11 within phase 5A. The temporary easement was established as part of The Homestead 5A final plat in order to construct the sidewalk between these two lots. The developer would like to abandon the trail easement so that they may develop the two lots on which the temporary trail sidewalk currently resides. Staff has worked with the developer to create an abandonment ordinance that will abandon only the temporary easement on the two lots in question (Lots 10 and Lot 11, Block C).

Once abandoned, the developer also plans to extend the trail over to phase 2C as it is intended per The Homestead concept plan. The trail shown on the concept plan will extend across the Vanek property and connect to the existing trail in phase 2C. The developer will work with Mr. Vanek privately to obtain the proper easements in order to extend the trail across Mr. Vanek’s property. The developer would like to grade and construct the trail extension across Mr. Vanek’s property (Phase 5B) out of a mulch material so that they may move forward with the connection to phase 2C prior to the development of the Vanek property. Open space standards noted in Section IV of The Homestead PRO stipulates that a material other than concrete may be used for the trail if approved by Town Council. The standards note that the trail shall consist of an 8-foot wide paved reinforced concrete having a thickness of at least 4 inches situated within a fifteen foot trail right of way. In lieu of reinforced concrete the property owner may

submit plans to the Town to use construction materials that have the same durability and maintenance qualities as reinforced concrete.

Staff Recommendation

Town staff has the following comments/recommendations for consideration:

1. Staff recommends approval of the proposed abandonment. The temporary trail easement between lots 10 and 11 should not have been dedicated.
2. Staff suggests that the temporary trail connection across the Vanek property (Phase 5B) be constructed out of crushed granite if an alternate material is approved. When compacted, a crushed granite trail would provide more stability and long term durability in comparison to a mulch trail which would require consistent maintenance. Acquisition of the necessary easements for the trail will be the responsibility of the developer.

Attachments

- Location Map
- Proposed Abandonment Ordinance w/ exhibits

ORDINANCE: 16-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS, ABANDONING A TEMPORARY TRAIL EASEMENT DESCRIBED AS "10' TEMPORARY TRAIL EASEMENT" ON LOT 10 AND LOT 11, BLOCK C OF THE HOMESTEAD PHASE 5A AND SHOWN IN EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO; RESERVING ALL EXISTING EASEMENT RIGHTS OF OTHERS, IF ANY, WHETHER APPARENT OR NON-APPARENT, AERIAL, SURFACE, UNDERGROUND OR OTHERWISE; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A QUITCLAIM DEED; PROVIDING FOR THE INDEMNIFICATION OF THE TOWN OF SUNNYVALE, TEXAS, AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Sunnyvale, acting pursuant to law and upon the request of W/J Homestead, LP hereinafter referred to as Grantor, deems it advisable to abandon and quitclaim the hereinafter described 10' temporary trail easement to Grantor, and is of the opinion and finds that said temporary easement is not needed for public use as it exists and should be abandoned and quitclaimed to Grantor, subject to the reservations of this document. Once abandoned said trail easement and concrete path on lots 10 and 11, Block C of The Homestead Phase 5A shall be removed and redeveloped so that the trail connects to the existing trail system in Homestead Phase 2D-S.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, THAT:

SECTION 1. The Town of Sunnyvale hereby abandons and quitclaims in favor of Grantor, the 10' temporary easement located in between lots 10 and 11, Block C of The Homestead Phase 5A subdivision as described in Exhibit "A & B" attached hereto and made a part hereof for all purposes, the same as if fully copied herein, subject to all existing easement rights of others, if any, whether apparent or non- apparent, aerial, surface, underground or otherwise upon the real property described as "10' temporary easement" in said Exhibits "A & B."

SECTION 2. Said easement is abandoned, vacated and closed as to the right, title and interest of the public to such surface are concerned. That the Town of Sunnyvale does not abandon any other interest other than that described as 10' temporary easement in Exhibit "B", but does hereby abandon all of its right, title and interest in and to that certain tracts of land described as temporary easement in Exhibit

"B" either in fee simple or by easement or otherwise, together with any and all improvements thereon, subject to the limitations and reservations stated herein.

SECTION 3. The Town Secretary is authorized and directed to prepare a certified copy of this Ordinance and furnish the same to Grantor, and the recording of this abandonment Ordinance in the real property records of Dallas County, Texas, shall serve as the quitclaim deed of the Town of Sunnyvale, Texas, to the Grantor, of all the right, title or interest of the Town of Sunnyvale in and to said right-of-way described as 10' temporary trail easement in Exhibit "B" subject to the limitations and reservations of this Ordinance.

SECTION 4. As a condition of this easement abandonment and as a part of the consideration for the quitclaim of the right-of-way to Grantor herein, Grantor agrees to indemnify, defend, release and hold Town of Sunnyvale, Texas whole and harmless against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be accessioned by or from, the abandonment, closing, vacation, and quitclaim by the Town of Sunnyvale, Texas of the area described as 10' temporary trail easement in Exhibit "B" and Grantor hereby agrees to defend any and all suits, claims, or causes of action brought against the Town on account of the same, and to discharge any judgment or judgments that may be rendered against the Town of Sunnyvale in connection therewith.

SECTION 5. This Ordinance shall take effect immediately from and after its passage as the law and the Charter of the Town of Sunnyvale provide.

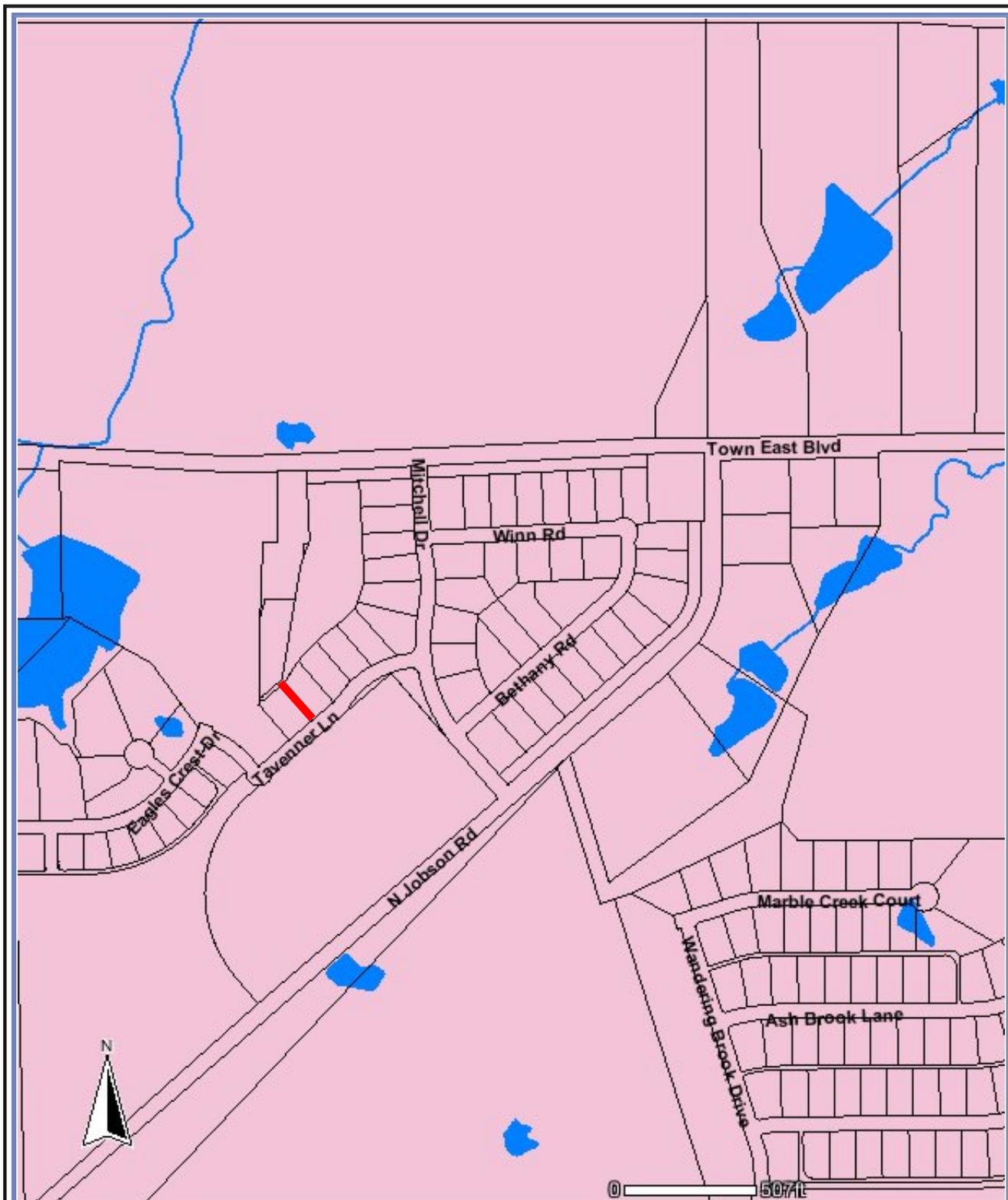
Introduced and read at the Town Council meeting on January 25, 2016.

PASSED AND APPROVED BY THE TOWN COUNCIL ON THIS THE 8th DAY OF FEBRUARY, 2016.

Jim Phaup, Mayor

ATTEST:

Leslie Black, Town Secretary

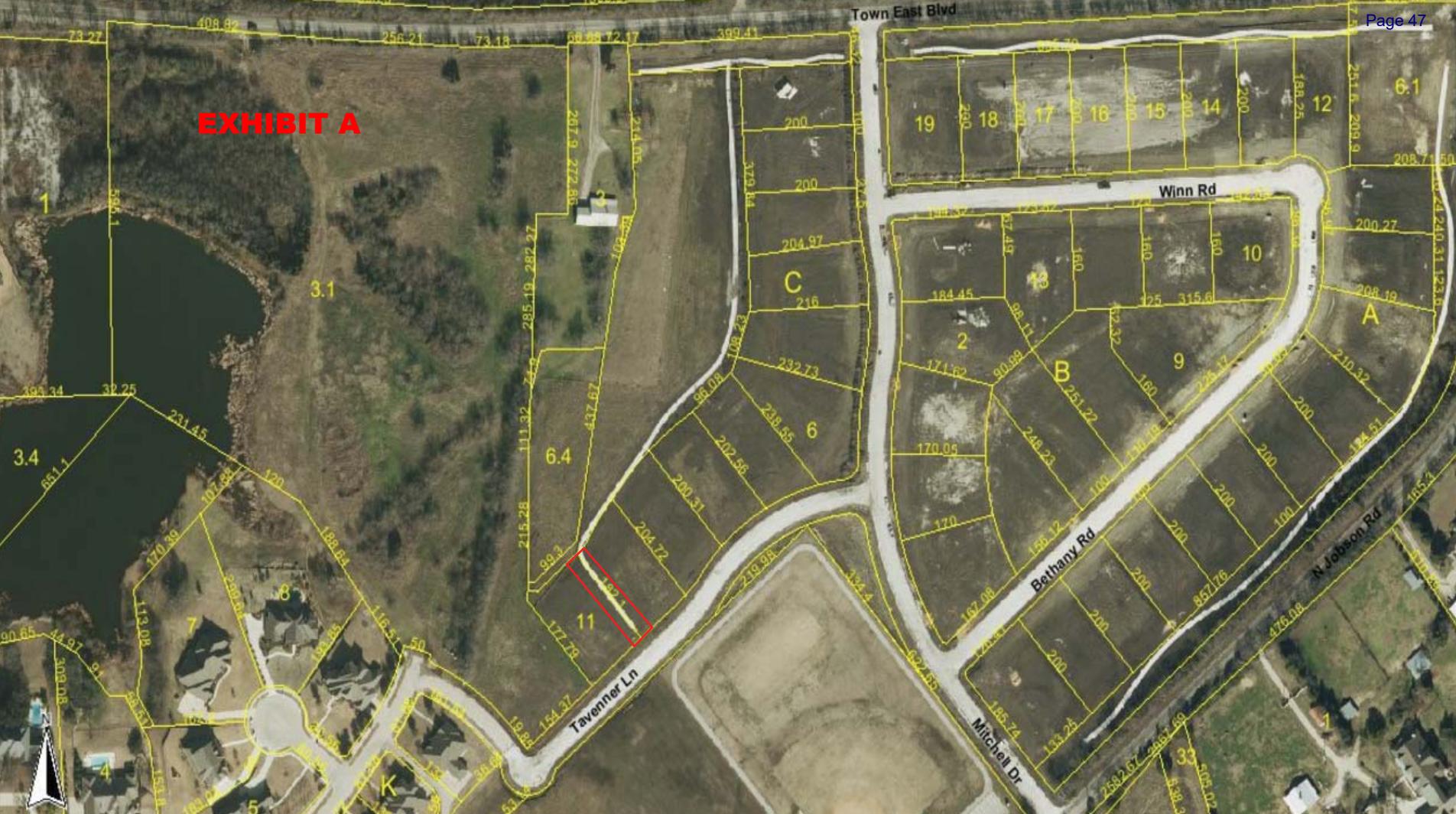


**Dallas Central
Appraisal District**
www.dallascad.org

DISCLAIMER

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

EXHIBIT A



ZONED: SF-2
325.13 AC. TRACT III
SUNNYVALE DEVELOPMENT, LTD.
(VOL. 92163, PG. 3018)
D.R.D.C.T.

**NATHAN ATTERBURY SURVEY
A-38**

ZONED: SF-1

ZONED: SF-1

**NATHAN ATTERBURY SURVEY
A-38**

**ZONED: SF-3
PRO**

**ZONED: SF-2
PRO**

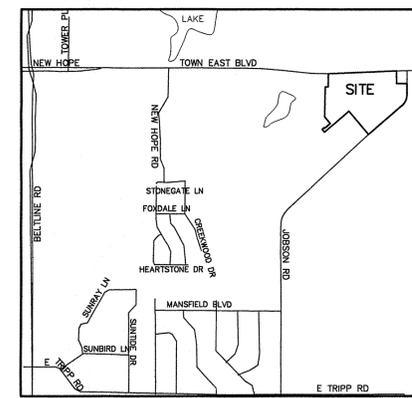
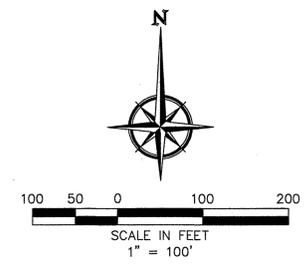
**ZONED: SF-3
PRO**

ZONED: SF-2

ZONED: SF-3

LEGEND

5/8" I.R.S. W/CAP	5/8" IRON ROD SET WITH YELLOW CAP STAMPED "RPLS 3963"
I.R.F.	IRON ROD FOUND
(CM)	CONTROL MONUMENT
SPC	STATE PLANE COORDINATES
D.R.D.C.T.	DEEDS RECORDS DALLAS COUNTY TEXAS
R.O.W.	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
B.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
---	PROPERTY LINE
- - -	ABSTRACT LINE
- - - -	EASEMENT LINE
(1)	INDICATES BLOCK DESIGNATION



LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S 40°08'17" E	15.01'
L2	N 49°56'27" E	49.44'
L3	N 49°53'33" E	154.37'
L4	N 40°06'27" W	177.79'
L5	N 01°23'56" E	30.89'
L6	N 89°26'45" E	12.25'
L7	N 49°55'23" E	99.30'
L8	N 20°18'28" E	103.39'
L9	N 02°18'54" W	264.05'
L10	S 00°20'41" E	259.93'
L11	N 89°50'11" E	212.15'
L12	S 00°15'54" W	240.78'
L13	N 83°51'58" E	57.07'
L14	N 19°41'48" W	22.40'
L15	N 48°22'24" E	96.08'
L16	S 78°20'02" W	46.42'
L17	N 05°16'11" E	7.17'
L18	S 47°18'54" E	7.07'
L19	S 46°01'30" E	6.91'
L20	N 40°51'20" E	6.84'
L21	S 81°42'16" E	6.58'
L22	N 78°14'05" W	118.77'

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	49°10'29"	270.00'	123.54'	231.73'	N 24°51'09" E	224.68'
C2	14°38'20"	350.00'	44.85'	89.22'	N 42°36'49" E	88.98'
C3	48°33'19"	350.00'	157.87'	296.61'	S 59°35'19" W	287.81'
C4	51°20'50"	600.00'	288.42'	537.71'	S 14°24'36" E	519.89'
C5	9°08'07"	900.00'	99.94'	79.72'	S 06°24'37" E	79.63'
C6	49°10'29"	172.50'	78.93'	148.05'	N 24°51'09" E	143.55'
C7	49°10'29"	208.00'	95.17'	178.52'	N 24°51'09" E	173.09'
C8	85°07'46"	30.00'	27.55'	44.57'	N 41°12'40" E	40.59'
C9	84°49'27"	30.00'	27.41'	44.41'	N 53°45'43" W	40.47'
C10	171°21'44"	50.00'	662.07'	149.54'	N 82°13'01" W	99.72'
C11	58°32'17"	150.00'	84.07'	153.25'	N 48°57'57" W	146.67'
C12	22°42'49"	500.00'	100.43'	198.21'	N 00°05'36" W	196.92'

NOTES:

- Basis of Bearing being N 00°39'45" W for an east line of plat recorded in Instrument 200600427221, D.R.D.C.T.
- By graphical plotting, the parcel described hereon does not lie within a Special Flood Hazard Area per Flood Insurance Rate Map, Map Number 48113C380K and Map Number 48113C390K, dated July 7, 2014, as published by the Federal Emergency Management Agency. The Surveyor utilized the above referenced floodplain information for this determination and the Surveyor does not certify that revised floodplain information has or has not been published by the Federal Emergency Management Agency or some other source. This statement shall not create liability on the part of the surveyor.
- A 5/8-inch iron rod with yellow cap stamped "RPLS 3963" will be set at all lot corners, points of curvature, points of tangency and angle points in public rights-of-way whenever possible unless otherwise shown or noted in this drawing, after all construction for this subdivision has been completed.
- Selling a portion of this addition by metes and bounds is a violation of the Town Subdivision Ordinance and state platting statutes and is subject to fines and withholdings of utilities and building certificates.
- Sidewalks adjacent to open space and hike & bike trail to be constructed by developer. All other sidewalks to be constructed by home builders.
- The point of beginning bears approximately S 81°08'13" W, 1246.1' from the intersection of the John Denton Survey, A-397, the William Reed Survey, A-1194 and the Nathan Atterbury Survey, A-38.
- Common Area 5 is dedicated to the Sunnyvale I.S.D. by this plat.

OWNER/DEVELOPER
WYNNE JACKSON, INC.
600 N. PEARL ST., STE. L.B. 149
DALLAS, TX 75201
(214) 880-8620
FAX (214) 880-8709
CONTACT: CHRISTOPHER JACKSON

OWNER
SUNNYVALE DEVELOPMENT COMPANY LTD.
3811 TURTLE CREEK BLVD., SUITE 400-340
DALLAS, TX 75219
(214) 528-3183
CONTACT: TAY LUPTON

OWNER
SUNNYVALE INDEPENDENT SCHOOL DISTRICT
417 E. TRIPP RD
SUNNYVALE, TX 75182
(972) 226-5974
FAX: (972) 226-6882
CONTACT: DOUG WILLIAMS

LAND SURVEYOR
R.C. MYERS SURVEYING, LLC
488 ARROYO COURT
SUNNYVALE, TX 75182
(214) 532-0636
FAX (972) 412-4875
EMAIL: rcmsurveying@gmail.com
FIRM NO. 10192300 JOB NO. 214

FINAL PLAT
**THE HOMESTEAD
PHASE 5A**

LOTS 1-19, BLOCK A; LOTS 1-13, BLOCK B;
LOTS 1-11, BLOCK C; & COMMON AREA 1-5

43 RESIDENTIAL LOTS
5 COMMON AREA TRACTS
ZONED: SF-3 PRO

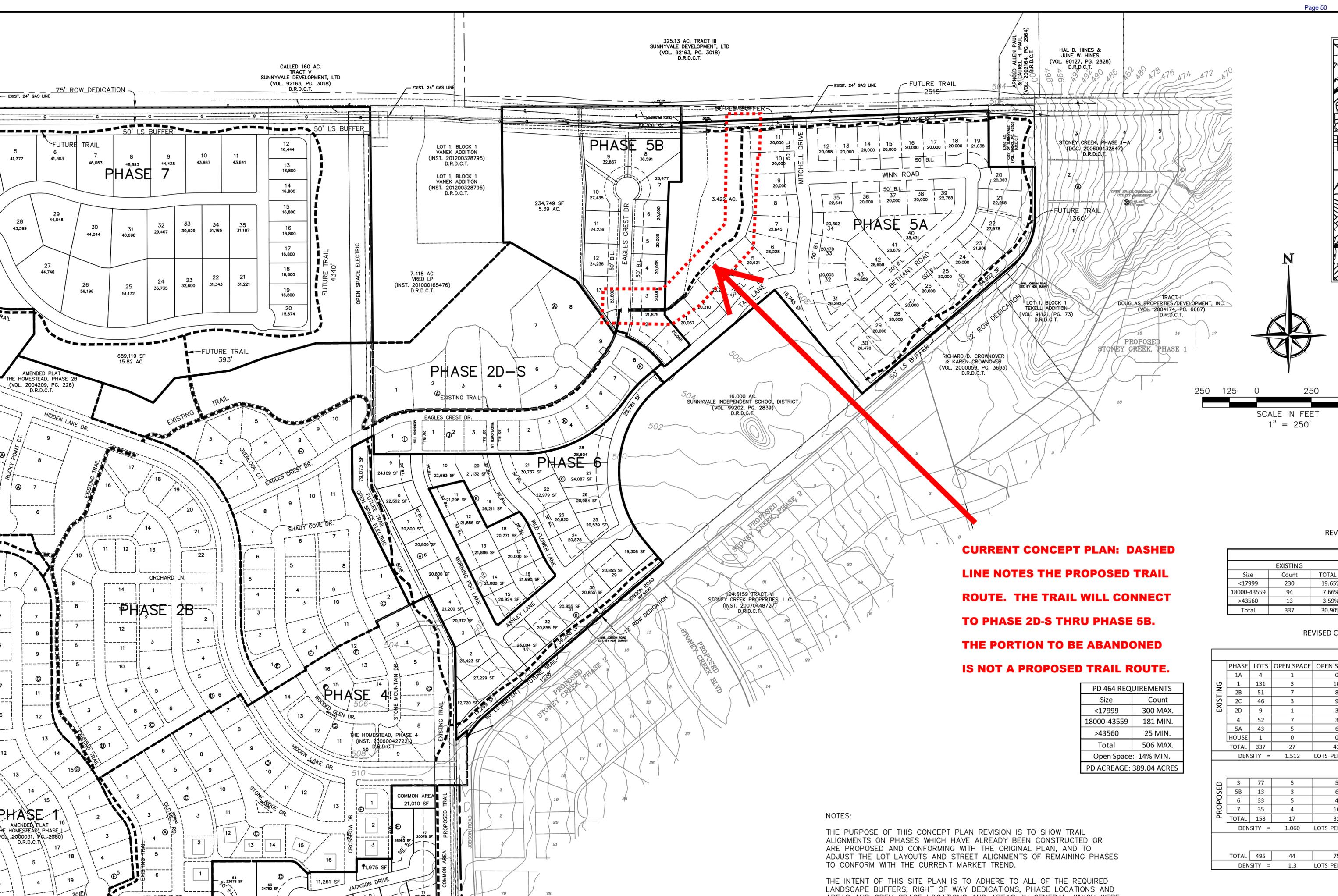
33.834 ACRES

SITUATED IN THE
NATHAN ATTERBURY SURVEY, A-38
TOWN OF SUNNYVALE,
DALLAS COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001145
201 WINDCO CIRCLE, SUITE 200, WYLIE, TX 75098
(972) 941-8400 FAX (972) 941-8401

325.13 AC. TRACT III
SUNNYVALE DEVELOPMENT, LTD
(VOL. 92163, PG. 3018)
D.R.D.C.T.

CALLED 160 AC.
TRACT V
SUNNYVALE DEVELOPMENT, LTD
(VOL. 92163, PG. 3018)
D.R.D.C.T.



250 125 0 250
SCALE IN FEET
1" = 250'

CURRENT CONCEPT PLAN: DASHED LINE NOTES THE PROPOSED TRAIL ROUTE. THE TRAIL WILL CONNECT TO PHASE 2D-S THRU PHASE 5B. THE PORTION TO BE ABANDONED IS NOT A PROPOSED TRAIL ROUTE.

PD 464 REQUIREMENTS	
Size	Count
<17999	300 MAX.
18000-43559	181 MIN.
>43560	25 MIN.
Total	506 MAX.
Open Space: 14% MIN.	
PD ACREAGE: 389.04 ACRES	

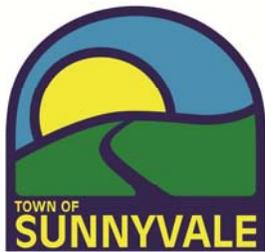
EXISTING		
Size	Count	TOTAL
<17999	230	19.65%
18000-43559	94	7.66%
>43560	13	3.59%
Total	337	30.90%

EXISTING	PHASE	LOTS	OPEN SPACE	OPEN S
	1A	4	1	0
1	131	3	10	
2B	51	7	8	
2C	46	3	9	
2D	9	1	3	
4	52	7	3	
5A	43	5	6	
HOUSE	1	0	0	
TOTAL	337	27	42	
DENSITY = 1.512 LOTS PER ACRE				

PROPOSED	PHASE	LOTS	OPEN SPACE	OPEN S
	3	77	5	5
5B	13	3	6	
6	33	5	4	
7	35	4	16	
TOTAL	158	17	31	
DENSITY = 1.060 LOTS PER ACRE				
TOTAL	495	44	73	
DENSITY = 1.3 LOTS PER ACRE				

NOTES:
THE PURPOSE OF THIS CONCEPT PLAN REVISION IS TO SHOW TRAIL ALIGNMENTS ON PHASES WHICH HAVE ALREADY BEEN CONSTRUCTED OR ARE PROPOSED AND CONFORMING WITH THE ORIGINAL PLAN, AND TO ADJUST THE LOT LAYOUTS AND STREET ALIGNMENTS OF REMAINING PHASES TO CONFORM WITH THE CURRENT MARKET TREND.

THE INTENT OF THIS SITE PLAN IS TO ADHERE TO ALL OF THE REQUIRED LANDSCAPE BUFFERS, RIGHT OF WAY DEDICATIONS, PHASE LOCATIONS AND



Town of Sunnyvale

Prepared By: Richard Berkobien – Fire Chief

Summary:

DISCUSS AND CONSIDER A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF CEDAR HILL FOR THE PURPOSE OF PURCHASING EMERGENCY MEDICAL SUPPLIES FROM BOUND TREE MEDICAL.

Background & Analysis:

Bound Tree Medical is one of the largest distributors of medical supplies for Emergency Medical Services in the state of Texas. Several years ago the City of Cedar Hill along with several other cities established what would be known as the “Cedar Hill Pricing Plan” with Bound Tree Medical to use bulk purchasing power to offer a reduced price on items commonly purchased by ambulance service providers. Currently there are approximately fifty-six ambulance providers that make up the majority of the smaller municipalities in the D/FW metroplex that are on this plan. The plan typically offers a price reduction of between 5% and 10% savings for most supplies that we use on an EMS transport.

Financial Impact:

By signing the agreement and using the pricing plan we can reduce our overall expenditure for ambulance supplies within the current budget.

Staff Recommendation:

Staff recommends approval.

Attachment:

Resolution
Interlocal Agreement

RESOLUTION 16-02

A RESOLUTION OF THE, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SUNNYVALE AND THE CITY OF CEDAR HILL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Town Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the City of Cedar Hill to purchase emergency medical supplies for the Sunnyvale Fire/Rescue Department, in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the 25TH day of January, 2016.

TOWN OF SUNNYVALE, TEXAS

Jim Phaup, Mayor

ATTEST:

Leslie Black, Town Secretary

INTERLOCAL AGREEMENT

This Interlocal Agreement ("the Agreement") is made and entered into by and between the TOWN OF SUNNYVALE, TEXAS ("the TOWN"), and the CITY OF CEDAR HILL, TEXAS ("the CO-OP ENTITY"), each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials in accordance with the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code (the "Act").

WHEREAS, the TOWN and the CO-OP ENTITY are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and

WHEREAS, the TOWN and the CO-OP ENTITY wish to enter into this Agreement to set forth the terms and conditions upon which they may purchase various goods and services commonly utilized by each entity; and

WHEREAS, participation in this Agreement will be highly beneficial to the taxpayers of the TOWN and the CO-OP ENTITY through the anticipated savings to be realized and is of mutual concern to the parties; and

WHEREAS, the TOWN and the CO-OP ENTITY have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW THEREFORE, the TOWN and the CO-OP ENTITY, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. The TOWN and the CO-OP ENTITY may cooperate in the purchase of various goods and services commonly utilized by the parties, where available and applicable, and may purchase goods and services from vendors under present and future contracts;
2. The TOWN and the CO-OP ENTITY shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of the purchased items under such contracts. The TOWN and the CO-OP ENTITY shall each make their respective payments from current revenues available to the paying party;
3. The Agreement shall be in full force and effect until terminated by either party;
4. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by either party upon thirty (30) days written notice to the other party;

5. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties;
6. This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon execution and dating by each party. This Agreement shall be effective from the last date signed and marked on this Agreement by a participating party.

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS:

TOWN OF SUNNYVALE, TEXAS

Jim Phaup, Mayor

ATTEST:

Leslie Black, Town Secretary



Town of Sunnyvale

Prepared By: Leslie Black

Summary:

DISCUSS AND CONSIDER FIRST READING OF ORDINANCE 16-02: AN ORDINANCE ORDERING AN ELECTION TO BE HELD IN SAID TOWN AT THE NEXT UNIFORM ELECTION DATE ON THE 7TH DAY OF MAY, 2016, FOR THE PURPOSE OF ELECTING PLACES 1 AND 2; DESIGNATING THE DATE FOR A RUNOFF ELECTION, IF NEEDED; DESIGNATING THE PLACE AT WHICH SAID ELECTION IS TO BE HELD, MAKING PROVISIONS FOR THE CONDUCT OF THAT ELECTION AND OTHER PROVISIONS INCIDENT AND RELATING TO THE PURPOSE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Background:

Each year the Town Council is required to order the general election. This year's election is scheduled for Saturday, May 7, 2016, with early voting to be held April 25th through May 3rd. The Charter provides that in order to be elected, a candidate must receive more than 50% of the votes cast. If a candidate fails to receive more than 50% of the votes cast, we must hold a runoff election.

Analysis:

The attached Ordinance orders the 2016 General Election, and a runoff election if necessary. Staff anticipates the contract with Dallas County Elections Department will be ready for Council review prior to the February 22nd, Council Meeting.

The Ordinance is also provided in Spanish in accordance with State law.

Fiscal Impact:

None.

Staff Recommendation:

Staff recommends approval.

**ORDINANCE 16-02
TOWN OF SUNNYVALE, TEXAS**

AN ORDINANCE ORDERING A GENERAL ELECTION TO BE HELD IN SAID TOWN AT THE NEXT UNIFORM ELECTION DATE ON THE 7TH DAY OF MAY, 2016, FOR THE PURPOSE OF ELECTING TOWN COUNCIL PLACES 1 AND 2; DESIGNATING THE DATE FOR A RUNOFF ELECTION, IF NEEDED; DESIGNATING THE PLACE AT WHICH SAID ELECTION IS TO BE HELD, MAKING PROVISIONS FOR THE CONDUCT OF THAT ELECTION AND OTHER PROVISIONS INCIDENT AND RELATING TO THE PURPOSE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. That an election is hereby ordered to be held on the next uniform election date to be participated in by the qualified voters of the Town of Sunnyvale, Texas, to be held on the 1ST Saturday of May, the same being the 7th day of May, 2016, which is not less than seventy-one days from the date of this ordinance, between the hours of 7:00 a.m. and 7:00 p.m. at the voting places hereafter named for the purpose of electing Councilmember Places 1 and 2.

SECTION 2. That the Town election precincts for this election shall consist of the territory located within the corporate limits of the Town, and the polling places at said election shall be as follows, to-wit:

POLLING PLACE

Sunnyvale Town Hall
127 N. Collins Road

SECTION 3. Early voting shall be conducted by the Dallas County Elections Administrator, Toni Pippins-Poole, who is hereby appointed as the Early Voting Clerk, said voting to be conducted by the Office of the Elections Department. The main voting polling place is Dallas County Records Building, Office of the Elections Department, First Floor, 509 Main Street, Dallas, Texas 75202. Mandy Bush, Dallas County Elections Department Central Count Manager, is hereby appointed as Manager of the Central Count Station. Early voting in the Town of Sunnyvale will be conducted at the Sunnyvale Town Hall, 127 N. Collins Road, Sunnyvale, Texas 75182, and all other locations as designated by the Dallas County Elections Administrator. The required early voting period of said election as well as additional times established by the Town Council are as follows:

April 25 th – April 30 th , 2016 (Tuesday - Saturday)	8:00 a.m. to 5:00 p.m.
May 1 st , 2016 (Sunday)	1:00 p.m. to 6:00 p.m.
May 2 nd – May 3 rd (Monday & Tuesday)	7:00 a.m. to 7:00 p.m.

SECTION 4. Should a Runoff Election be required, the date of the Runoff Election is designated to be Saturday, June 18, 2016. The required early voting period of said election as well as additional times established by the Town Council are as follows:

June 6 th – June 10 th , 2016 (Monday-Friday)	8:00 a.m. to 5:00 p.m.
June 11 th , 2016 (Saturday)	8:00 a.m. to 5:00 p.m.
June 12 th , 2016 (Sunday)	1:00 p.m. to 6:00 p.m.
June 13 th – June 14 th , 2016 (Monday & Tuesday)	7:00 a.m. to 7:00 p.m.

All terms, conditions, and provisions established for the May 7, 2016, General City Officers Election shall apply to the Runoff Election.

SECTION 5. All requests for early voting ballots by mail that are received by participating authorities will be transported by runner on the day of receipt to the Dallas County Elections Department, 8th floor, Health and Human Service Building, 2377 North Stemmons Freeway, Dallas, Texas 75207 for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.

SECTION 6. That all resident qualified electors of the Town shall be permitted to vote in said election. In addition, the election material enumerated in the Texas Election Code shall be printed in both English and Spanish for the use at the polling place and for early voting in said election.

SECTION 7. The Office of the Elections Department, 2377 N. Stemmons Freeway, Suite 820, Dallas, Texas 75207, is hereby established as the Central Count Station to receive and tabulate votes for said election.

SECTION 8. Notice of this election shall be given by publication, as required by law.

SECTION 9. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause or phrase of this ordinance shall be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause or phrase of this ordinance.

SECTION 10. That this ordinance shall become effective from and after its passage.

Introduced and read at the Town Council meeting on January 25, 2016.

**PASSED AND APPROVED BY THE TOWN COUNCIL ON THIS THE 8th DAY
OF FEBRUARY, 2016.**

Jim Phaup, Mayor

ATTEST:

Leslie Black, Town Secretary

**ORDENANZA 16-02
CIUDAD DE SUNNYVALE TEXAS**

UN DECRETO ORDENANDO UNA ELECCIÓN QUE SE CELEBRARÁ EN DICHA CIUDAD EN LA PRÓXIMA CITA ELECTORAL UNIFORME EL DÍA 7 DE MAYO DE 2016, CON EL PROPÓSITO DE ELEGIR CONCEJALES PARA LOS LUGARES 1 Y 2; DESIGNACIÓN DE LA FECHA DE UNA ELECCIÓN DE DESEMPATE, SI ES NECESARIO; DESIGNAR EL LUGAR EN QUE DICHA ELECCIÓN SE VA A CELEBRAR, ADOPTAR DISPOSICIONES PARA LA REALIZACIÓN DE ESAS ELECCIONES Y OTRO INCIDENTE DE DISPOSICIONES RELACIONADAS CON EL PROPÓSITO DE LA PRESENTE ORDENANZA; PROPORCIONANDO UNA CLÁUSULA DE DIVISIBILIDAD; Y PROPORCIONAR UNA FECHA EFECTIVA.

SECCIÓN 1. Que una elección se ordena que se celebrará en la próxima cita electoral uniforme a ser participada por los votantes calificados de la ciudad de Sunnyvale, Texas, que se celebrará en la primero el sábado de mayo, el mismo que el día 7 de mayo de 2016, que no menos de 70 días desde la fecha de la presente Ordenanza, entre las horas de 7:00 a 19:00 en la votación lugares denominado en lo sucesivo con el propósito de elegir concejales a sitios 1 y 2.

SECCIÓN 2. Que los precintos electorales de ciudad para esta elección consistirá en el territorio ubicado dentro de los límites corporativos de la ciudad, y el sondeo coloca en dicha elección deberá ser como sigue, a saber:

LUGAR DE VOTACIÓN

Sunnyvale Ayuntamiento
127 N. Collins Road

SECCIÓN 3. La votación anticipada se efectuará por el administrador de elecciones del Condado de Dallas, dijo Toni Pippins-Poole, quien es nombrado por la presente al Secretario de votación adelantada, votando para ser llevado a cabo por la oficina del Departamento de elecciones. El principal lugar de votación es Dallas County Records Building, oficina del Departamento de elecciones, primer piso, 509 Main Street, Dallas, Texas 75202. Mandy Bush, Dallas County elecciones Departamento Central Conde Manager, se nombro como Gerente de la estación Central Conde. Votación temprana en la ciudad de Sunnyvale se llevará a cabo en el Ayuntamiento de Sunnyvale, 127 N. Collins Road, Sunnyvale, Texas 75182 y todas las otras ubicaciones designadas por el administrador de elecciones del Condado de Dallas (véase anexo A). El período de votación temprano requiere de dicha elección, así como tiempos adicionales establecidos por el Consejo de la ciudad son los siguientes:

25 De Abril – 30 de Abril, 2016 (Lunes a Sábado) 8:00 a 5:00 p.m.
1 De Mayo, 2016 (Domingo) 13:00 a 18:00
2 De Mayo – 3 de Mayo (el Lunes y el Martes) 7:00 a 19:00

SECCIÓN 4. Se debe exigir una elección de desempate, la fecha de la elección de desempate es designada para ser sábado, 18 de Junio de 2016. El período de votación temprano requiere de dicha elección, así como tiempos adicionales establecidos por el Consejo de la ciudad son los siguientes:

6 De Junio – 10 de Junio, 2016 (Lunes a Viernes) 8:00 a 17:00
 11 de Junio, 2016 (Sábado) 8:00 a 17:00
 12 De Junio, 2016 (Domingo) 13:00 a 18:00
 13 De Junio – 14 de Junio (el Lunes y el Martes) 7:00 a 19:00

Todos los términos, condiciones y disposiciones establecidas para el 7 de mayo de 2016 ciudad oficiales de elecciones se aplicarán a la elección de desempate.

SECCIÓN 5. Todas las solicitudes de boletas votos tempranas por correo que son recibidas por las autoridades participantes serán transportadas por el corredor en el día de recepción al Departamento de elecciones del Condado de Dallas, 8° piso, salud y edificio de servicios humanos, 2377 North Stemmons Freeway, Dallas, Texas 75207 para su procesamiento. Personas que voten por correo le enviará sus boletas votadas para el Departamento de elecciones del Condado de Dallas.

SECCIÓN 6. Que todo residente calificado los electores de la ciudad se le permitirá votar en dicha elección. Además, el material de elección enumerado en el código electoral de Texas deberá imprimirse en inglés y en español para el uso en el lugar de votación y para la votación anticipada en dicha elección.

SECCIÓN 7. La oficina del Departamento de elecciones, 2377 N. Stemmons Freeway, Suite 820, Dallas, Texas 75207, se establece como la estación Central cuenta para recibir y tabular los votos para dicha elección.

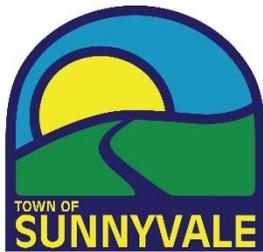
SECCIÓN 8. Se dará aviso de esta elección por medio de edicto, como exige la ley.

SECCIÓN 9. Que los términos y disposiciones de la presente Ordenanza se considerarán divisibles y que si la validez de cualquier sección, subsección, oración, cláusula o frase de esta ordenanza será declarada inválido, la misma no afectará la validez de cualquier otra sección, subsección, oración, cláusula o frase de esta ordenanza.

SECCIÓN 10. Que esta ordenanza entrará en vigencia desde y después de su paso.

Introducido y leído en la sesión del Concejo Municipal el 25 de enero de 2016.

PASADO Y APROBADO POR EL AYUNTAMIENTO EN ESTO EL 8 DÍA DE FEBRERO DE 2016.



Town of Sunnyvale

Prepared By: Sean Fox, Town Manager

Summary:

DISCUSS AND CONSIDER A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, APPROVING THE ENTERING INTO OF A PROJECT SPECIFIC AGREEMENT FOR PAVING AND DRAINAGE IMPROVEMENTS ON COLLINS ROAD FROM TRIPP TO US 80.

Background & Analysis:

On April 23, 2013, Dallas County and the Town approved a Master Agreement for governing Transportation Major Capital Improvement Projects (MCIP), for the purpose of paving and drainage improvements on Collins Road from Tripp to US 80, MCIP Project 22602_3.

Project Specific Agreements (PSA) are to specifically identify the project, changes in rights and responsibilities of each of the parties. It is intended that there will be a total of three PSAs related to this project; Design, Right of Way (ROW) Acquisition and Construction. This PSA relates to the design, whereas the total design cost of the Project is estimated to be \$600,000, of which the Town's obligation is not to exceed \$300,000 and the County's total obligation is not to exceed \$300,000, for the County's share of project design upon completion of construction, and reduced by all County in-house delivery costs of the total Project cost, estimated to be \$25,000.

The contract for engineering services was approved by Council on July 23, 2015 for \$532,905.00.

Staff Recommendation:

Staff recommends approval.

Attachment:

Collins Road PSA1 FUNDING
Collins Road PSA1 FUNDING Attachment B

RESOLUTION 16-03

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF A PROJECT SPECIFIC AGREEMENT FOR PAVING AND DRAINAGE IMPROVEMENTS ON COLLINS ROAD FROM TRIPP TO US 80.

WHEREAS, Dallas County and the Town of Sunnyvale entered into an interlocal agreement on or about April 23, 2013, pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch.791.001, et. seq. and / or Tex. Transportation Code section 251.012 for the purpose of increasing the efficiency and effectiveness of local governments and construction, improvement, maintenance and repair of streets or alleys that are located in the Town of Sunnyvale; and

WHEREAS, the Town now desires Dallas County to perform paving and drainage improvements on Collins Road from Tripp to US 80; and

WHEREAS, the entering into of such Contract, and the utilization of the features in accordance therewith, will promote the health, safety and general welfare of Town of Sunnyvale citizens.

NOW, THEREFORE, BE IT RESOLVED by the Town Council ("Town Council") of the Town of Sunnyvale, Texas as follows:

Section 1. That the above recitals are found to be true and correct and they are incorporated herein as findings of the Town Council for all purposes

Section 2. That the proposed Agreement is hereby authorized and approved and the Town Manager of the Town of Sunnyvale is hereby authorized, empowered and directed to execute the Agreement for and on behalf of and in the name of the Town of Sunnyvale with such ministerial changes in the terms and provisions thereof as said Town Manager shall in his sole discretion deem necessary and in the best interest of the Town of Sunnyvale, his signature being conclusive evidence that he did so deem any such changes to be necessary or desirable and in the best interest of the Town of Sunnyvale.

Section 3. That Leslie Malone, Town Secretary of the Town of Sunnyvale, is hereby authorized, empowered and directed to certify and attest any documents which she may deem necessary or appropriate to consummate the transaction contemplated by the Agreement.

Section 4. Severability. It is hereby declared to be the intention of the Town Council that if any of the sections, paragraphs, sentences, clauses and phrases of this Resolution shall be declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not affect any of the remaining phrases, clauses, sentences, paragraphs and

sections of this Resolution, since the same would have been enacted by the Town Council without the incorporation in this Resolution of any such unconstitutional or illegal phrase, clause, sentence, paragraph or section.

Section 5. Compliance. The Town Council finds that all notices required by law have been given. Notice of this Resolution was posted and this Resolution was passed in accordance with the Open Meetings Act.

Section 6. This Resolution shall take effect immediately upon its passage and approval by the Town Council and it is SO RESOLVED.

PASSED, ADOPTED AND APPROVED by the Town Council of the Town of Sunnyvale, Texas, on this the 25th day of January, 2016.

Jim Phaup, Mayor

ATTEST:

Leslie Black, Town Secretary

**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS**

This Project Specific Agreement hereinafter called "PSA" to the Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement") is made by and between the Town of Sunnyvale, Texas, hereinafter "Town", and the County of Dallas, Texas, hereinafter "County", acting by and through its duly authorized officials, for the purpose of Paving and Drainage Improvements on Collins Road from Tripp to US 80, MCIP Project 22602_3, hereinafter called "Project".

WHEREAS, the Town has requested that it be designated as the Lead Agency for the project design phase and will provide the Project Manager; and

WHEREAS, Chapter 791 of The Texas Government Code and Texas Transportation Code Section 472.001 provides authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

NOW THEREFORE THIS PSA is made by and entered into by the Town and the County, for the mutual consideration stated herein.

Witnesseth

Article I.

Project Specific Agreement

This PSA is to specifically identify the project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order; 2013-075 dated April 23, 2013, and additions thereto as incorporated herein.
2. Project Scoping Sheets, as shown in Attachment "A".
3. Current Cost Estimates and Funding Sources attached and incorporated herein as Attachment "B".

Article III
Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV.

Article IV
Project Description

This PSA is entered into by the parties for paving and drainage improvements on Collins Road from Tripp to US 80, MCIP Project 22602_3, as more specifically described in Attachment "A", Project Scoping Sheets. This project will facilitate the movement of public transportation to benefit both the Town and County. The Town has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located with the municipality.

Article V.
Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. Town shall have no right of action against the County of Dallas as regards this **PSA**, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this **PSA** as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this **PSA** or failure of any funding party to budget or authorize funding for this **PSA** during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this **PSA**. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this **PSA** is expressly contingent upon the availability of Town funding for each item and obligation contained herein. County shall have no right of action against the Town as regards this **PSA**, specifically including any funding by Town of the Project in the event that the Town is unable to fulfill its obligations under this **PSA** as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this **PSA** or failure of any funding party to budget or authorize funding for this **PSA** during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the Town, at its sole discretion, may provide funds from a separate source or terminate this **PSA**. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI

Agreements

I. County and Town Responsibilities:

1. Town will be the Lead Agency for the Project Design.
2. Town and County mutually agree that the Project limits are Collins Road from Tripp to US 80,
3. The agreed upon Standard Basic Project Design for the project is as defined in the Project Scoping Sheets, Attachment "A". Such design shall be the Standard Basic Project Design for the Project and specifically does not include Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the Town adds relocation or adjustment of Town Utilities or Utility Betterments, the Town agrees that it will pay 100% of the costs of these additions.
4. The Town agrees that County may include any such item as an optional item to the construction bidding. Town further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the Town shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days. In the event the bid is accepted, Town agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B" or same as amended to conform to the bid amounts. In the event the bid is accepted, Town agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B".
5. The Project may require the acquisition of road right-of-way which is specifically all real property needed or convenient for roadway and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by Town and County. Such right-of-way acquisition shall be the responsibility of the County as Lead Agency.
6. In order to certify compliance with the expenditure of the Project funding for this Agreement, the Town agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the Town regarding this Agreement (records). Town contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
7. The results of any audit may be furnished to Town for comment. In the event that any audit shall determine that moneys are owed to County such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an

invoice for such cost being deposited in the US Mail, certified mail, return receipt requested.

II. Town Responsibilities:

1. Town will provide project management of the Project to completion of design. Town will execute the necessary agreements for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA.
2. Town will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement.
3. This PSA is Town approval of the preferred alignment and the proposed estimated budget.
4. Town agrees that it shall be responsible for contractual requirements with each party utilized or contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all Town, State, and Federal law.
5. Town shall coordinate any necessary utility adjustments for construction of the Project.
6. Town will work to ensure design is completed in a timely and effective manner.
7. Town shall allow the County an opportunity to review design plans, change orders and amendments.
8. Town shall be responsible for maintaining the roadway after the Project is complete.

III. County Responsibilities

1. County agrees to participate in the Town led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review plans, change orders and amendments.
3. Review, comments, and approval or acceptance of Town, its contractor or subcontractors, by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of Town regarding its consultant, employees, subcontractors, agents and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

IV. Funding:

County and Town mutually agrees to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties, the total design cost of the Project is estimated to be Six Hundred Thousand Dollars and no cents (\$600,000.00). County's total obligation to this Project is to provide funding in the amount not to exceed Three Hundred Thousand Dollars and no cents (\$300,000.00)

- for the County's share of project design upon completion of construction, and reduced by all County in-house delivery costs of the total Project cost, estimated to be Twenty-Five Thousand Dollars and no cents (\$25,000.00).
2. Project costs may include all County project delivery costs including but not limited to project management, preliminary scoping and research, preliminary design services, ROW services, special services, primary design services, inspection, laboratory services and construction.
 3. The Town will have a total obligation to this Project in the amount of Three Hundred Thousand Dollars and no cents (\$300,000.00).
 4. The Town agrees, within thirty days notification by county, to encumber an amount adequate for the total estimated Project costs as determined prior to the commencement of the Project. The County will pay Project costs as invoiced by the Town.
 5. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed this amount, the Town and County agree to amend the project's scope to remain within the current estimated not to exceed amount.

Article VII
Miscellaneous:

- I. **Indemnification.** County and Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other 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.
- II. No Third Party Beneficiaries, The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of Town and County that any entity other than Town or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of Town, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either Town or County shall be in Dallas County, Texas.
- IV. Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, certified, returned receipt requested, or registered addressed as follows:

To County: County of Dallas
 Director of Public Works
 Dallas County Administration Building
 411 Elm Street, Fourth Floor
 Dallas County, Texas 75202-3389

To Town: Town of Sunnyvale
 Sean P. Fox
 Town Manager
 127 N. Collins Road
 Sunnyvale, Texas 75182

Either party may change its address for notice by giving the other party notice thereof.

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. This PSA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- IX. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- X. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- XI. Entire Agreement. This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XII. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the Town Council.

The Town of Sunnyvale, State of Texas, has executed the Agreement pursuant to duly authorized Town Council Resolution _____, dated the ____ day of _____, 20__.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 20__.

Town of Sunnyvale:

County of Dallas:

BY _____
Sean Fox
Town Manager

By _____
Clay Lewis Jenkins
County Judge

Date

Date

Approved as To Form*:

Susan Hawk
District Attorney

By: _____
Sherri Turner
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT A
**Project Supplemental Agreement to Master Agreement Governing
Transportation Major Capital Improvement Projects**
PROJECT SCOPING SHEETS

Project Name: Collins Road
MCIP Project 22602_3

SPECIFIC R.O.W. ALIGNMENT DESCRIPTION

City Council approves of the Financing, Construction or Improvement on Collins Road beginning at Tripp and ending at US 80, with an approximate width of 85' or as otherwise necessary and convenient for construction of the project, as more fully described in the City/NCTCOG Thoroughfare/ Transportation Plan and consent to acquire by condemnation, right of way or easement which Dallas County Commissioners Court determines is necessary or convenient to the project.

LEAD AGENCY:	Town of Sunnyvale
LEAD AGENCY'S PROJECT MANAGER:	Sean P. Fox
CONTACT INFORMATION:	(972) 203-4111
PROJECT LIMITS:	Tripp to US 80
PROJECT LENGTH:	Apprx. 0.8 mile

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

PAVING DESIGN CRITERIA

ROW WIDTH:

Existing:

Proposed:

PAVEMENT WIDTH:

Existing:

Proposed:

No. of lanes proposed:

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Project Name: Collins Road
MCIP Project 22602_3

PAVEMENT CROSSFALL:

PROPOSED	1/4 in/ft
MINIMUM	1/4 in/ft
MAXIMUM	1/4 in/ft

MEDIANS

MEDIAN WIDTH

ANY MID BLOCK OPENINGS TO CONSIDER? YES NO

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES NO

STANDARD TURN LANE WIDTH

STANDARD NOSE WIDTH

PARKWAY:

Proposed Width

Proposed Sidewalk Width

Parkway cross fall slope maximum

GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed? YES NO

Any deep cuts, high fills? YES NO

VERTICAL GRADE:

MINIMUM

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Project Name: Collins Road
MCIP Project 22602_3

MAXIMUM 6.0%

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW? YES NO

OFFSET FROM CENTER? YES NO If yes, what distance?

ON BRAND NEW ALIGNMENT? YES NO

LEFT TURN LANES: YES NO

If yes, are left turn lanes designated or continuous? DESIGNATED CONTINUOUS

MINIMUM LENGTH:

MINIMUM STORAGE: 150'

WIDTH: 11'

ANY DUAL LEFT TURN LANES? YES NO

ANY FREE RIGHT TURN LANES? YES NO

CRASH CUSHIONS/ATTENUATORS INVOLVED? YES NO

RAILROAD CROSSINGS INVOLVED? YES NO

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN OPTION?
 YES NO N/A

PAVEMENT STRUCTURE

DESIGN WHEEL LOAD 36,000 lb tandem

BUS AND HEAVY TRUCK TRAFFIC? YES NO

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**Project Supplemental Agreement to Master Agreement Governing
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PROJECT SCOPING SHEETS

Project Name: Collins Road
MCIP Project 22602_3

ROADWAY CLASSIFICATION Major Arterial (Town of Sunnyvale)

MINIMUM PAVEMENT STRUCTURE THICKNESS: 8"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: 6"

DESIGN SPEED 40 mph

POSTED SPEED 30 mph

DRIVEWAYS

MAXIMUM RESIDENTIAL GRADE (%) 8%

MAXIMUM COMMERCIAL GRADE (%) 6%

MINIMUM COMMERCIAL DRIVEWAY WIDTH 24'

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM 30'

PAVEMENT THICKNESS N.A.

COMMERCIAL DRIVEWAY THICKNESS 8"

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

TxDOT CITY HYDRO-35 TP-40

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) 4.5'

MINIMUM COVER FOR LATERALS N.A.

BRIDGES/BOX CULVERTS INVOLVED? YES NO

If yes, specify involvement: BRIDGE(S) BOX CULVERT(S)

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**Project Supplemental Agreement to Master Agreement Governing
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PROJECT SCOPING SHEETS

**Project Name: Collins Road
MCIP Project 22602_3**

100 YEAR FLOOD PLAIN CONSIDERATION? YES NO
If yes, how many feet of freeboard are required?

PERMITS

COE 404 PERMITS NEEDED YES NO
TCEQ PERMIT YES NO
CDC PERMIT YES NO
EIS YES NO
ADA PERMIT YES NO

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,
DART, ETC.? YES NO

If yes, please document below:

UTILITIES

LIST OF ALL KNOWN UTILITIES:

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve
Stations) FOR OUR UTILITY PARTNERS:

ARE UTILITIES IN EXISTING STREET R.O.W.? YES NO

ATTACHMENT A
**Project Supplemental Agreement to Master Agreement Governing
 Transportation Major Capital Improvement Projects**
PROJECT SCOPING SHEETS

**Project Name: Collins Road
 MCIP Project 22602_3**

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?

YES NO

If yes, please describe below:

SUE (SUBSURFACE UTILITY ENGINEERING) REQUIRED?

YES NO

ANY UNUSUAL CONSIDERATIONS? YES NO

If yes, please document below:

R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION
 ALONG WITH DATA FOR RISK ASSESSMENT: YES NO

Tripp intersection

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE
 STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,
 TRAILER PARKS, TREE ORDINANCES? YES NO

If yes, please define below:

ANY NON-CONFORMING ISSUES? YES NO

R.O.W. MAP NEEDED? YES NO

FIELD NOTES NEEDED? YES NO

ATTACHMENT A
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Transportation Major Capital Improvement Projects**
PROJECT SCOPING SHEETS

**Project Name: Collins Road
MCIP Project 22602_3**

R.O.W. PLATS NEEDED? YES NO

RELOCATION ASSISTANCE INVOLVED? YES NO

PARKING/LOSS OF PARKING CONSIDERATIONS? YES NO

HISTORICAL SITE CONSIDERATION? YES NO

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED?

Sunnyvale, Dallas, TxDOT

ORDER OF PRECEDENCE OF STANDARDS

Sunnyvale, Dallas, TxDOT

AUXILIARY LANES? YES NO

PROVISIONS FOR FUTURE WIDENING? YES NO

LANDSCAPING? YES NO

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? YES NO

STAMPED/COLORED CONCRETE? YES NO

IRRIGATION? YES NO

BRICK PAVERS? YES NO

If yes, please define location(s):

Narrow medians, potential roundabout

STREET LIGHTING? YES NO

TRAFFIC SIGNALS? YES NO Potential

PAVEMENT MARKINGS? YES NO

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Project Supplemental Agreement to Master Agreement Governing
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PROJECT SCOPING SHEETS

Project Name: Collins Road
MCIP Project 22602_3

BIKE LANES (EXTRA WIDTH)? YES NO If yes, specify width:

NEW SIDEWALKS? YES NO

BUS TURNOUTS? YES NO

BUS STOPS OR BUS SHELTERS? YES NO

WATER UTILITY BETTERMENTS? YES NO

WATER UTILITY RELOC.? YES NO

SAN. SEWER BETTERMENTS? YES NO

SAN. SEWER RELOC.? YES NO

RETAINING WALLS? YES NO

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.):

SOD, SEEDING, TOPSOIL?

SOD SEEDING TOPSOIL OTHER:

DRAINAGE IMPROVEMENTS? YES NO

RR CROSSING IMPROVEMENTS? YES NO N/A

GRADE SEPARATIONS? YES NO

RAMPS OR CONNECTORS TO TxDOT FACILITIES? YES NO

If yes, please specify facility(ies) below:

US 80

ATTACHMENT A

**Project Supplemental Agreement to Master Agreement Governing
Transportation Major Capital Improvement Projects**

PROJECT SCOPING SHEETS

**Project Name: Collins Road
MCIP Project 22602_3**

**SPECIAL SCHOOL OR EMERGENCY VEHICLE
CONSIDERATIONS**

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE
DEPARTMENT REQUIRING SPECIAL CONSIDERATION? YES NO

If yes, please list the special consideration(s) below:

Sunnyvale Elementary, Middle, and High Schools

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED? YES NO

NEIGHBORHOOD MEETING, REQUIRED? YES NO

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT?

YES NO N/A

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?

CITY COUNTY N/A

DOCUMENT POTENTIAL SITES FOR PUBLIC AND/OR NEIGHBORHOOD MEETINGS:

City Hall

CONSTRUCTIBILITY REPORT

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT
PROJECT SCOPE, BUDGET, CONSTRUCTIBILITY, THE PROJECT SCHEDULE AND/OR
THE SAFETY OF PROJECT?

ATTACHMENT B

Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

CURRENT COST ESTIMATES & FUNDING SOURCES Town of Sunnyvale and Dallas County

PROJECT NAME: COLLINS ROAD from Tripp to US 80
MCIP PROJECT No. 22602_3

Project Cost	
Expenditure	Estimated Cost
Design	\$600,000

Funding Source	
Expenditure	Estimated Cost
Dallas County	\$275,000
Dallas County IHPD	\$25,000
Town of Sunnyvale	\$300,000
Total Design Funding	\$600,000

ATTACHMENT B

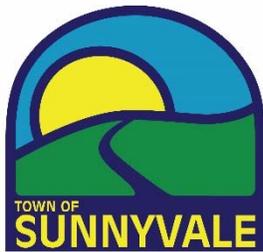
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Total Design Funding	\$600,000



Town of Sunnyvale

Prepared By: Justin Brown, P.E.

Summary:

CONSIDER THE AWARD OF A CONSTRUCTION CONTRACT TO DURABLE SPECIALITIES, INC FOR THE TRAFFIC SIGNAL AT THE INTERSECTION OF BELT LINE ROAD AND CREEKSIDE DRIVE.

Background & Analysis:

On August 10, 2015 the Town Council awarded a professional services contract to Freese and Nichols for the design of a traffic signal at Belt Line Road and Creekside Drive in the amount of \$41,400 which included \$18,500 for preliminary and final design, \$7,500 for surveying, and \$15,400 for additional services such as bidding and construction phase services. Town staff advertised for bids and received three sealed bids. The lowest qualified bidder is Durable Specialties, Inc. with a bid of \$158,500.00; see the bid tabulation below.

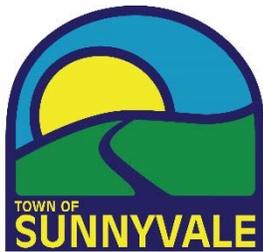
Bidder	Bid Amount
Durable Specialties, Inc.	\$158,500.00
Roadway Solutions, Inc.	\$183,349.00
Siemens Industry, Inc.	\$220,505.45

Durable Specialties, Inc. has performed work for the Town in the past and recently constructed the traffic signal at Tripp Road and Collins Road.

With a total project budget of \$250,000 the project is under budget by \$50,100.00. The contractor is being given 120 days to complete the project after the contract is signed. Therefore, the signal should be in full operation by the end of May 2016.

Staff Recommendation:

Staff would recommend awarding a construction contract to Durable Specialties, Inc. in the amount of \$158,500.00 for the construction of the traffic signal at Beltline Road and Creekside Drive.



Town of Sunnyvale

Prepared By: Sean Fox, Town Manager

Summary:

DISCUSS AND CONSIDER ADDITION OF RIGHT TURN LANE ON COLLINS ROAD SOUTH OF HOUNSEL ROAD.

Background & Analysis:

Staff was asked by Council to investigate the possibility of adding a right turn lane on Collins Road South of Hounsel Road, to temporarily help minimize traffic congestion until permanent improvements are made along the North Collins corridor.

Staff has secured the attached bid to install a right turn lane 382' long, allowing loading of 10 vehicles. All improvements made would be within the confines of the existing right of way.

Fiscal Impact

\$39,542.50 unfunded commitment requiring midyear budget adjustment.

Staff Recommendation:

Staff recommends approval.

Attachment:

APAC Estimate



APAC - Texas, Inc

P.O. Box 224048

Dallas, TX 75222-4048

Telephone No.: 214-741-3531

Fax No.: 214-742-3540

Contact:

Project Name: CITY OF SUNNYVALE TURN LANE

Project Number: COLLINS ROAD

CSJ:

Date: 06-15-2015

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	CUT AND REMOVE 14"	248.00	CY	40.600	10,068.80
20	8" NEW BASE (CRUSHED CONCRETE)	283.00	TON	53.150	15,041.45
GRAND TOTAL					\$25,110.25

NOTES:

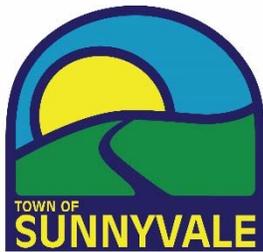
1. APAC is providing this quote based on a verbal request from the Owner. APAC makes no guarantees as to the adequacy of the design for the above quoted items and is providing this quote based solely on information provided by the owner.
2. Unless the words "Lump Sum" appear next to a price for an item, all prices are per unit, and payments will be based upon the actual number of units performed at that price. The prices quoted are binding for 30 days. After such time, the prices are subject to escalation.
3. APAC will mobilize on the project one time. Any additional mobilizations are \$2500 per mobilization.
4. Bonds (payment and performance) and AGC fees are not included.
5. This quote does not include the following: testing, engineering / staking, pavement markings, utility adjustments, permits, SWPPP, backfill of curb, backfill of pavement.
6. Not used.
7. Sales and other taxes are not included in this quote, but a "Tax Exempt Certificate" is required in order that taxes are not charged against work performed.
8. All work not covered by a specific pay item or stated subsidiary will be billed as time & equipment force account work.
9. This quote and its exclusions and notes are to become an attachment to any subcontract agreement between Owner and/or General Contractor and APAC - Texas, Inc.
10. Prices firm through 12/31/2015. Prices will terminate on 1/1/2016.
11. This quote based on all utilities being a minimum of 18 inches below the existing surface and the owner guarantees as such and assumes all liabilities and costs should any utilities be damaged in this area.

Date
6/16/2015

APAC TEXAS INC. ESTIMATE ONLY
DALLAS COUNTY CONTRACT INTERLOCAL AGREEMENT

Town of Sunnyvale

Location	Limits	Length	Width	S/Y	Depth's/y	Tons	Ty-Mix	Mileage From Plant	In-Place Price	Mileage Charge	Total Charge Per Ton	Total
Collins Road	turn lane	382	12	509	220	56	TyD	8	\$67.65	\$2.00	\$69.65	\$3,902.26
		382	14	594	440	131	TyB	8	\$63.25	\$2.00	\$65.25	\$8,530.06
											MOB	\$2,000.00
						Total Estimated Tons	187				Estimated Total Cost	\$14,432.32



Town of Sunnyvale

Prepared By: Sean Fox, Town Manager

Summary:

DISCUSS AND CONSIDER APPROVAL OF ADDITIONAL SERVICE REQUEST FOR PLANNING SERVICES FOR THE COMPREHENSIVE PLAN UPDATE.

Background:

In October 2014, Council authorized a fee for services contract with la terra studio to complete the Comprehensive Planning process for \$51,700. The majority of services outlined in the scope of work have been completed, with the exception of a final draft report and adoption hearing.

Through the course of Council receiving draft submissions and providing feedback and further guidance, Council has directed additional meetings, outside the original scope of work, resulting in la terra requesting additional compensation to complete the plan.

la terra studio is requesting additional funds for their participation and facilitation of the Town Council Comprehensive Plan Workshop held on January 9th, 2016 and to incorporate the basic plan modifications as a result of the workshop.

Fiscal Impact

The \$8,000.00 requested can be funded within the existing Community Development Services; Capital Outlay and Projects FY-16 budget.

Staff Recommendation:

Staff recommends approval of the attached Additional Service Request (ASR#1).

Attachments:

la terra studio ASR#1

la terra studio 2700 swiss avenue, dallas, texas 75204 :: 214.749.0333 :: www.laterrastudio.com

January 18th, 2016

Mr. Sean P. Fox
Town Manager
Town of Sunnyvale
127 N. Collins Rd.
Sunnyvale, TX 75182

Re: Additional Services Request #1
Sunnyvale Comprehensive Plan

Dear Mr. Fox:

la terra studio has been requested to provide professional services on the above referenced project that we consider not a part of the original Scope of Work of our initial contract dated October 20th, 2014. *la terra studio* has completed our professional service contract with the Town (except a final adoption hearing and final draft report) for the development of the 2016 Sunnyvale Comprehensive Plan. ASR#1 includes a menu of services that may be required to complete the plan and process. Each item will be completed upon your written (email) notice and this completed agreement. These services are as follows:

1. Town Council Comprehensive Plan Workshop (Saturday January 9th, 2016):

la terra studio, will attend and facilitate a 4 hour workshop with Town Council to discuss the completed plan and necessary steps for adoption of the plan.

2. Incorporate Basic Plan Modifications & Review with Staff

la terra studio will incorporate basic plan modifications at the request of Town council as a result of the workshop or property owner meetings. The completed modifications will be reviewed with staff at an in person meeting.

1. Town Council Comprehensive Plan Workshop	\$ 2,000.00
2. Incorporate Plan Modifications & Review with Staff	\$ 6,000.00
	\$ 8,000.00

la terra studio, inc.

Accepted By:



Brad Moulton, ASLA, RLA - Principal

Sean P. Fox - Town Manager

01.18.2016
Date

Date