

**MEETING
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068-5060**

**214-975-0404
<http://www.littleelmtx.us>**

Workshop, Public Hearing & Regular Council

**Tuesday, January 5, 2016 - 6:00 PM
Town Council Chambers
100 West Eldorado Parkway
Little Elm, TX 75068**

1. Call to Order Council Work Shop at 6:00 p.m.
 - A. Invocation:
 - B. Items to be withdrawn from Consent Agenda.
 - C. Emergency Items if posted.
 - D. Request by the Town Council for items to be placed on a future agenda for discussion, and recognition of excused absences.
 - E. Presentation of monthly updates from department heads concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.
 - F. Council to highlight items on the agenda needing further discussion or comments prior to the regular session.
2. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.
3. Pledge to the Flags:
 - A. United States Flag

- B. Texas Flag:
Honor the Texas Flag I pledge allegiance to thee Texas,
one state under God, one and indivisible.
4. Public Comments: Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.
5. Consent Agenda: All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately:
- A. Minutes of the December 15, 2015 Workshop and Regular Meeting. 5
(Town Secretary Kathy Phillips)
 - B. Final Plat Gardenia Village Office Park, Lot 1, Block A, from G&A 8
Consultants, LLC, generally located on the northeast corner of University
Drive and Gardenia Boulevard, within Little Elm town limits. (Director of
Development Services Jason Laumer)
 - C. Final Plat Main Marketplace Addition, Lots 1-12, Block 2, from 11
GCRE/TX Main Marketplace, LLC, generally located on the northwest
corner of FM 423 and King Road, within Little Elm town limits. (Director
of Development Services Jason Laumer)
 - D. Renew Public Works Emergency Response Team (PWERT) Mutual Aid 15
Agreement and authorize Town Manager to execute agreement for the
same. (Director of Public Works Kevin Mattingly)
 - E. Authorize to purchase tires from Goodyear Commercial and Southern Tire 31
Mart through BuyBoard contract 470-14. (Purchasing Agent Dawn Berry)
6. Public Hearing: to consider a request to rezone approximately 6.34 acres of land from Agricultural district (AG) to Planned Development-Single-Family (PD-SF) to allow for an expansion of Brentwood Subdivision, generally located east of Witt Road and south of Marina Vista, within Little Elm town limits. All interested citizens are welcome to attend the hearing and participate in the same. (Please fill out form on table outside chamber doors and present to the Town Secretary prior to the meeting, if desire to speak.)
- A. Staff Report.
 - B. Open Public Hearing.
 - C. Receive Public Comments.

- D. Close Public Hearing.
 - E. Discussion and Action to adopt Ordinance No.1309 an Ordinance of the Town of Little Elm, Texas, amending the Comprehensive Zoning Ordinance herefore amended, by changing the zoning on approximately 6.34 acres of land from Agricultural District (AG) to Planned Development-Single Family District (PD-SF4) to allow for an expansion of Brentwood Subdivision (Ordinance # 1181 and Ordinance # 1198), generally located east of Witt Road and south of Marina Vista Estates Subdivision; providing a savings clause; correcting the official zoning map; providing a penalty; providing a severability clause; providing a repealer clause; and providing an effective date. (Director of Development Services Jason Laumer) 32
7. Reports and requests for Town Council consideration and appropriate action:
- A. Discussion and Action to adopt Ordinance No. 1308 an Ordinance of the Town of Little Elm, Texas, amending the Code of Ordinances of the Town, by amending Chapter 98 “Traffic and Vehicles” , by creating and adding Article IX , “Use of Hand-Held Wireless Communication Devices While Driving”; providing a savings clause; providing a penalty; providing a severability clause; providing a repealer clause; and providing an effective date. (Chief of Police Rodney Harrison) 45
8. Council will convene in Executive Session pursuant to Texas Government Code:
- A. Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
 - B. Section 551.072 to discuss certain matters regarding real property.
 - C. Section 551.076 to discuss security matters.
 - D. Section 551.087 to discuss Economic Development.
9. Reconvene into Open Session: Discussion and consideration to take any action necessary as the result of the Executive Session.
- A. Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
 - B. Section 551.072 to discuss certain matters regarding real property.
 - C. Section 551.076 to discuss security matters.

D. Section 551.087 to discuss Economic Development.

10. Adjourn Work Shop and Regular Meeting.

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0404 two days prior to the meeting so appropriate arrangements can be made. **BRAILLE IS NOT PROVIDED.**

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the bulletin board at the Town Hall Center this 31st day of December 2015.

MINUTES
Town of Little Elm
214-975-0404
<http://www.littleelm.org>

WORKSHOP AND REGULAR TOWN COUNCIL MEETING
Tuesday December 15, 2015

Present: David Hillock Mayor, Michael McClellan Mayor Pro-tem, Council members Neil Blais, Chip Norman, Nick Musteen, and Stephanie Shoemaker. **Absent:** Council member James Dominy. **Staff:** Robert Brown, Matt Mueller, Doug Peach, Joe Florentino, Kathy Phillips, , Karla Stovall, Chad Hyde, Brian Roach, Rodney Harrison, and Kevin Mattingly.

1. **Call to Order Council Work Shop at 6:00 p.m.**
 - a. Invocation:
 - b. Items to be withdrawn from Consent Agenda. *None*
 - c. Emergency Items if posted. *None*
 - d. Request by the Town Council for items to be placed on a future agenda for discussion, and recognition of excused absences. *None*
 - e. Presentation of monthly updates from department heads: ***Town Manager Matt Mueller*** informed Council that Frisco Lone Star High School football team was going to the State Championship (5A-Divison 2) in Houston. Council was invited to a sendoff at 9:00 a.m. on Friday December 18th at the High School. Most all of the high school students that reside in Little Elm but are in Frisco ISD and attend Lone Star. The game will also be televised on Fox.
 - f. Council to highlight items on the agenda needing further discussion or comments prior to the regular session. *None*
2. **Roll Call/Call to Order** Regular Town Council Immediately Following Council Workshop.
3. **Pledge to the Flags:**
 - a. United States Flag
 - b. Texas Flag
4. **Presentations:**
 - a. Keep Little Elm Beautiful presented check to Parks & Recreation in the amount of \$5,250.00. The money will be used to purchase bench in Little Elm Park, as well as a shower at beach and a station to rinse off boat at the boat ramp.

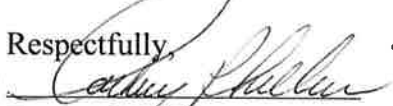
5. **Public Comments:** Steven Nickolyn 2456 Tisbury expressed his thanks to the Mayor and Staff for working together to get the ball rolling on a joint venture to get information on readers board regarding events happening in the Frisco ISD as most Little Elm High School student attend Frisco Lone Star. Both Town and Frisco ISD are pursuing working together in future.
6. Upon motion by Council member Shoemaker and second by Council member Blais the members ***voted 6-0*** to approve the Consent Agenda as presented:
 - a. **Minutes** of the December 1, 2015 Workshop and Regular Meeting.
 - b. **Appoint** Therese Hoofnagle, Mike Green, Donald Wade Johnson, Stephanie Lewis, and Kristina Lee to the Animal Shelter Advisory Board.
 - c. **Adopt** The Little Elm Town Council Governance Policy.
 - d. **Approve** Denton County Interlocal Cooperative Agreement for Fire Protection Services and authorize the Fire Chief to execute Agreement for the same.
 - e. **Approve** Denton County Interlocal Cooperative Agreement for Ambulance Service and authorize the Fire Chief to execute Agreement for the same.
 - f. **Final Payment** with the release of retainage to Texas KT Contracting-Concrete Series, LLC of McKinney, Texas in the amount of \$186,364.57 for construction of the 2015 Street Maintenance Improvements.
 - g. **Approve** Contract between the Town of Little Elm and Community Waste Disposal for Commercial and Residential Solid Waste and Recycling Services.
 - h. **Approve** Town of Little Elm, Texas and Little Elm Economic Development Program & Performance Agreement.
7. **Reports and requests for Town Council consideration and appropriate action:**
 - a. Upon motion by Council member Blais and second by Council member Shoemaker the members ***voted 6-0*** to adopt Ordinance No. 1305 an Ordinance authorizing the issuance of "Town of Little Elm, Texas, Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2015", providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's Waterworks and Sewer System; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates; including the approval and execution of a Paying Agent/Registrar Agreement; the approval and distribution of a Preliminary Official Statement and Official Statement; and providing an effective date.
 - b. Upon motion by Council member McClellan and second by Council member Norman the members ***voted 6-0*** to adopt Ordinance No. 1306 an Ordinance of the Town Council of Little Elm, Texas ("Town"), authorizing certain budget amendments pertaining to the Fiscal Year 2015-2016 budget; and providing an effective date.

- c. Upon motion by Council member Shoemaker and second by Council member Blais the members **voted 6-0** to adopt Ordinance No. 1307 an Ordinance of the Town of Little Elm, Texas, providing for Refuse Rates; providing for a repealing clause; providing for a severability clause; and providing an effective.
8. **FYI:** (All matters are provided to the Town Council for informational purposes only)
- a. Town Secretary Monthly Report for November 2015.
 - b. Development Services Monthly Report for November 2015.
 - c. Public Works Monthly Report for November 2015.
 - d. Police Department Monthly Reports for November 2015.
 - e. Fire Department Monthly Reports for November 2015.
 - f. Parks, Recreation and Library Monthly Reports for November 2015.
 - g. Notice of the Rachael Green Sustainability Leadership Award.

NO EXECUTED CLOSED SESSION WAS HELD

9. **Council will convene in Executive Session** pursuant to Texas Government Code:
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 - Section 551.072 to discuss certain matters regarding real property.
 - Section 551.076 to discuss security matters.
 - Section 551.087 to discuss Economic Development.
10. **Reconvene into Open Session:** Discussion and consideration to take any action necessary as the result of the Executive Session.
- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
 - Section 551.072 to discuss certain matters regarding real property.
 - Section 551.076 to discuss security matters.
 - Section 551.087 to discuss Economic Development.
11. Adjourn Work Shop and Regular Meeting **at 6:34 p.m.**

Respectfully,


Town Secretary

Passed and Approved this _____ day of _____ 2016.

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT: 15-FP-019 Gardenia Village

HEARING DATES: Planning & Zoning Commission: 12-17-15
Town Council: **1-5-16**

REQUEST: Proposal to final plat 1 commercial lot

PROPOSED USE: Retail/Office

LOCATION: The subject property is generally located on the northeast corner of University Drive and Gardenia Boulevard, within Little Elm town limits.

SIZE: Approximately 3.701 acres

CURRENT ZONING: Limited Purpose Annexation (LPA)

EXISTING USE / SITE ATTRIBUTES: Undeveloped

APPLICANT: G&A Consultants, LLC

PROPERTY OWNER: Justin Case, LLC

PLANNING ANALYSIS: The applicant has completed staff's requested revisions on the Final Plat. The proposed plat is in compliance with Little Elm's subdivision regulations.

On November 17, 2015, the Planning and Zoning Commission recommended approval of the Final Plat.

RECOMMENDED ACTION: Staff recommends approval of the Final Plat.

TOWN CONTACT: Lisa Reich – Town Planner

ATTACHMENTS: Location Map
Final Plat



Location Map

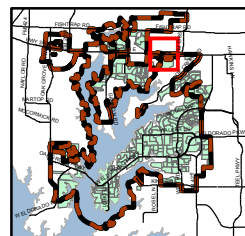
Gardenia Village
Town of Little Elm
Denton County, TX

Date: 8/25/2015

0 312.5 625 Feet

Legend

- Roads
- Town Limit



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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.

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT:	15-FP-018	Main Marketplace
HEARING DATES:	Planning & Zoning Commission:	12-17-15
	Town Council:	1-5-16
REQUEST:	Proposal to final plat 12 commercial lots	
PROPOSED USE:	Retail/Office	
LOCATION:	The subject property is generally located on the northwest corner of FM 423 and King Road, within Little Elm town limits.	
SIZE:	Approximately 17.5760 acres	
CURRENT ZONING:	Planned Development – Light Commercial (PD-LC)	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped	
APPLICANT:	GCRE/TX Main Marketplace, LLC	
PROPERTY OWNER:	LCAR Main Market, LLC	
PLANNING ANALYSIS:	The applicant has completed staff's requested revisions on the Final Plat. The proposed plat is in compliance with Little Elm's subdivision regulations.	
	On November 17, 2015, the Planning and Zoning Commission recommended approval of the Final Plat.	
RECOMMENDED ACTION:	Staff recommends approval of the Final Plat.	
TOWN CONTACT:	Lisa Reich – Town Planner	
ATTACHMENTS:	Location Map Final Plat	

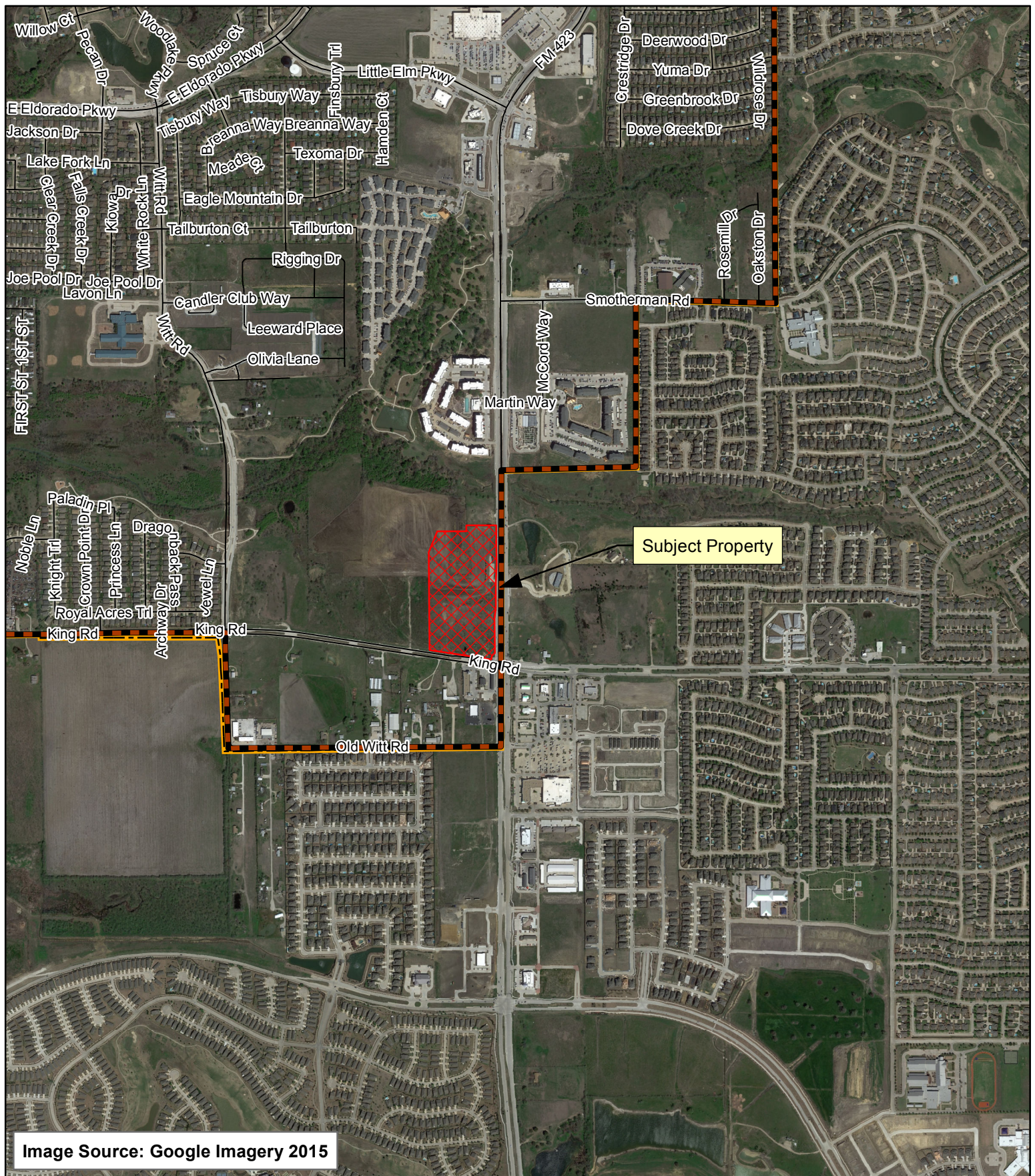


Image Source: Google Imagery 2015



Main Marketplace

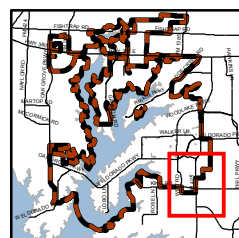
Town of Little Elm
Denton County, TX

Date: 11/16/2015

0 650 1,300
Feet

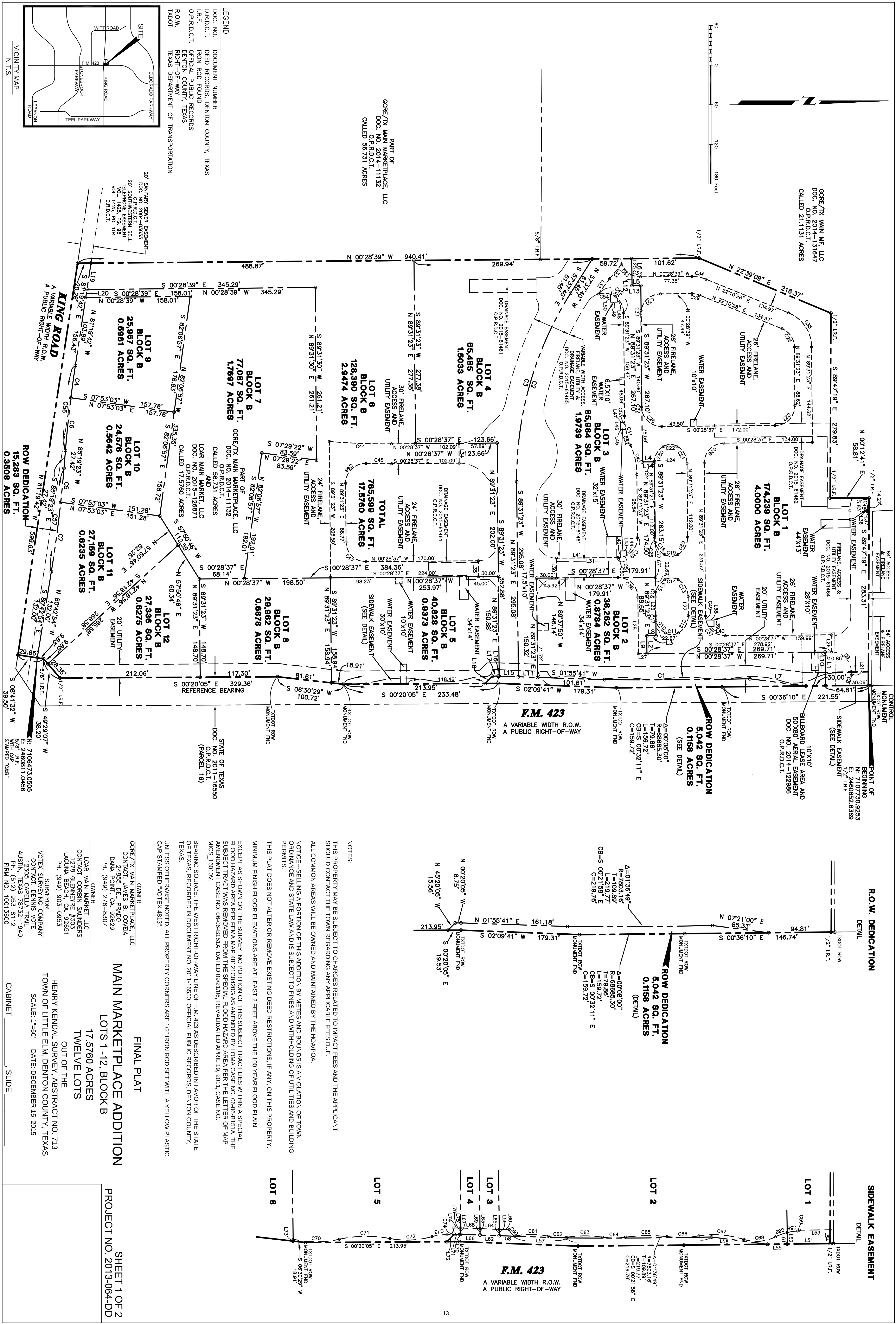
Legend

-  Town Limit
-  Roads
-  ETJ



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LINE	DISTANCE	BEARING
L1	51.04'	S 89°23'50" W
L2	26.87'	N 89°31'23" W
L3	13.91'	N 00°28'37" W
L4	18.50'	S 00°28'37" E
L5	13.41'	S 00°28'37" E
L6	40.76'	S 89°31'23" W
L7	88.33'	S 07°21'00" W
L8	13.91'	S 00°28'37" E
L9	26.87'	N 89°31'23" W
L10	51.04'	N 89°23'50" E
L11	28.03'	S 01°55'41" W
L12	40.78'	N 89°31'23" E
L13	13.41'	N 00°28'37" W
L14	18.50'	N 00°28'37" W
L15	28.03'	S 01°55'41" W
L16	1.51'	S 01°55'41" W
L17	8.75'	S 00°20'05" E
L18	15.56'	S 45°20'05" E
L19	40.28'	N 81°19'42" W
L20	12.15'	N 81°19'42" W
L21	5.37'	S 89°31'23" W
L22	28.65'	S 89°31'23" W
L23	28.65'	N 89°31'23" E
L24	0.81'	N 00°28'37" W
L25	24.78'	N 89°31'23" E
L26	28.00'	N 89°40'08" E
L27	13.00'	S 00°28'37" E
L28	85.52'	S 89°31'23" W
L29	93.00'	S 00°28'37" E
L30	30.00'	S 89°31'23" W
L31	93.00'	N 00°28'37" W
L32	28.91'	N 53°25'36" W
L33	28.86'	N 50°02'46" W
L34	30.00'	N 89°31'23" E
L35	24.00'	N 89°31'23" E
L36	1.27'	N 89°31'22" E
L37	2.85'	N 02°36'17" W
L38	12.21'	N 00°28'37" W
L39	10.00'	N 89°31'23" E
L40	8.14'	S 00°28'37" E
L41	76.70'	N 00°28'37" W
L42	9.86'	S 89°31'23" W
L43	10.00'	N 00°28'37" W
L44	6.78'	N 89°31'23" E
L45	8.23'	S 00°28'37" W
L46	10.00'	S 89°31'23" W
L47	6.92'	N 00°28'37" W
L48	5.65'	N 89°31'23" E
L49	9.99'	S 00°28'37" E
L50	11.75'	S 89°31'23" W
L51	64.81'	S 00°36'10" E
L52	17.36'	S 89°23'50" W
L53	46.65'	N 00°36'10" W
L54	20.80'	S 89°47'19" E
L55	30.00'	S 00°36'10" E
L56	85.33'	S 07°21'00" W
L57	77.95'	S 01°55'41" W
L58	23.67'	S 01°55'41" W
L59	9.54'	S 89°31'23" W
L60	15.08'	N 02°06'57" E
L61	17.36'	N 89°23'50" E
L62	28.03'	S 01°55'41" W
L63	9.64'	S 89°31'23" W
L64	28.03'	N 02°06'57" E
L65	9.54'	S 01°55'41" W
L67	9.73'	S 89°31'23" W
L68	28.03'	N 02°06'57" E
L69	9.64'	N 89°31'23" E
L70	1.51'	S 01°55'41" W
L71	8.75'	S 00°20'05" E
L72	15.56'	S 45°20'05" E
L73	2.91'	S 89°31'23" W
L74	9.35'	N 00°20'33" W
L75	1.15'	N 02°06'57" E
L76	9.73'	N 89°31'23" E

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C2	67.954'	20.97°	20.97'	5.154'	S 89°31'23" E	20.97'
C3	3250.00'	32°50'57"	301.00'	154.76'	N 74°03'08" W	296.89'
C4	1857.26'	01°31'55"	49.67'	24.84'	N 82°05'40" W	49.67'
C5	1961.86'	01°30'24"	51.59'	25.80'	N 84°34'11" W	51.59'
C6	1857.26'	02°27'46"	79.86'	39.93'	N 84°05'30" W	79.86'
C7	1961.86'	03°06'04"	106.19'	53.11'	N 82°15'56" W	106.17'
C8	30.00'	90°03'30"	4.15'	3.01'	S 44°28'37" W	4.15'
C10	30.00'	4551.06'	24.01'	12.69'	N 52°26'57" E	23.37'
C11	20.00'	60700.00'	20.94'	11.55'	N 00°28'37" W	20.00'
C12	30.00'	60700.00'	31.42'	17.32'	S 59°31'23" W	30.00'
C13	30.00'	60700.00'	31.42'	17.32'	S 59°31'23" W	30.00'
C14	20.00'	60700.00'	20.94'	11.55'	N 00°28'37" E	20.00'
C15	30.00'	4551.06'	24.01'	12.69'	S 52°34'10" E	23.37'
C16	30.00'	1408.54'	7.41'	3.72'	N 82°26'57" E	7.39'
C17	30.00'	4551.06'	24.01'	12.69'	N 52°26'57" E	23.37'
C18	30.00'	4551.06'	24.01'	12.69'	N 52°26'57" E	23.37'
C19	20.00'	60700.00'	20.94'	11.55'	N 00°28'37" W	20.00'
C20	30.00'	60700.00'	31.42'	17.32'	N 60°28'37" W	30.00'
C21	30.00'	60700.00'	31.42'	17.32'	S 59°31'23" W	30.00'
C22	20.00'	60700.00'	20.94'	11.55'	S 59°31'23" W	20.00'
C23	30.00'	4551.06'	24.01'	12.69'	S 52°34'10" E	23.37'
C24	30.00'	1408.54'	7.41'	3.72'	N 82°26'57" E	7.39'
C25	30.00'	1408.54'	7.41'	3.72'	N 82°26'57" E	7.39'
C26	30.00'	80°31'00"	42.16'	25.40'	N 39°48'53" E	36.77'
C27	30.00'	90700.00'	47.12'	30.00'	N 45°28'37" W	42.43'
C28	30.00'	67203.95'	35.26'	19.89'	S 55°50'56" W	33.27'
C29	30.00'	67203.95'	35.26'	19.89'	S 55°50'56" W	33.27'
C30	30.00'	67203.95'	35.26'	19.89'	S 55°50'56" W	33.27'
C31	30.00'	67203.95'	35.26'	19.89'	S 55°50'56" W	33.27'
C32	30.00'	67203.95'	35.26'	19.89'	S 55°50'56" W	33.27'
C33	30.00'	25°51'39"	13.54'	6.89'	N 12°27'10" E	13.43'
C34	56.00'	22°39'07"	22.14'	11.22'	N 10°50'56" E	22.00'
C35	56.00'	67°20'55"	65.83'	37.31'	N 55°50'56" E	62.10'
C36	30.00'	90700.00'	47.12'	30.00'	S 45°28'37" E	42.43'
C37	30.00'	90700.00'	47.12'	30.00'	S 45°28'37" E	42.43'
C38	30.00'	90700.00'	47.12'	30.00'	N 45°28'37" W	42.43'
C39	30.00'	90700.00'	47.12'	30.00'	N 45°28'37" W	42.43'
C40	113.00'	23°01'20"	45.40'	23.01'	S 78°00'44" W	45.10'
C41	113.00'	23°01'20"	45.40'	23.01'	S 78°00'44" W	45.10'
C42	30.00'	105°53'31"	55.44'	39.73'	S 36°34'36" W	47.88'
C43	30.00'	44°01'06"	23.05'	12.13'	N 47°23'32" E	22.49'
C44	30.00'	02°13'38"	38.98'	19.44'	S 00°31'42" W	38.98'
C45	305.00'	02°11'41"	48.27'	31.17'	S 44°22'46" E	43.23'
C46	30.00'	92°11'41"	48.27'	31.17'	S 44°22'46" E	43.23'
C47	30.00'	90700.00'	47.12'	30.00'	N 44°31'23" E	42.43'
C48	30.00'	25°55'41"	13.58'	6.91'	S 77°30'48" E	13.46'
C49	30.00'	11°46'24"	6.16'	3.09'	N 83°38'12" E	6.15'
C50	30.00'	07°04'39"	3.71'	1.86'	N 04°00'55" W	3.70'
C51	30.00'	20°58'13"	10.52'	5.31'	S 72°58'50" E	10.46'
C52	30.00'	20°58'13"	10.52'	5.31'	S 72°58'50" E	10.46'
C53	113.00'	05°06'57"	10.09'	5.05'	N 82°01'46" E	10.09'
C54	30.00'	36°11'26"	18.95'	9.60'	N 01°43'36" E	18.64'
C55	30.00'	22°32'51"	11.81'	5.98'	N 31°05'44" E	11.73'
C56	1857.26'	03°59'41"	128.53'	64.79'	S 83°19'33" E	128.50'
C57	1961.86'	04°36'28"	157.78'	78.93'	S 83°01'08" E	157.74'
C58	85.33'	11°11'01"	16.26'	8.16'	N 08°11'05" W	16.25'
C59	146.31'	26°27'05"	34.56'	17.28'	N 00°56'35" E	34.15'
C60	18.48'	38°10'19"	13.32'	6.93'	N 48°28'37" E	13.06'
C61	106.92'	27°21'19"	51.05'	26.02'	N 00°07'54" E	26.59'
C62	74.58'	22°05'41"	28.76'	14.56'	N 02°45'43" E	28.58'
C63	186.80'	16°35'13"	54.11'	27.24'	N 00°00'29" E	53.92'
C64	119.82'	16°23'01"	34.26'	17.25'	N 00°06'35" E	34.15'
C65	201.89'	14°18'45"	62.97'	31.60'	N 00°56'35" W	62.71'
C66	146.31'	26°27'05"	34.56'	17.28'	N 00°56'35" E	34.15'
C67	146.31'	26°27'05"	34.56'	17.28'	N 04°27'31" E	48.04'
C68	63.91'	44°25'12"	49.54'	26.09'	N 04°31'33" W	48.31'
C69	83.38'	1°29'43'4"	18.79'	9.43'	N 201°8'52" W	18.79'
C70	157.85'	25°34'49"	70.47'	35.83'	N 00°08'43" E	69.89'
C71	187.08'	25°34'11"	76.86'	38.03'	N 00°53'36" W	76.42'
C72	137.58'	26°37'43"	64.74'	32.88'	N 02°38'22" W	64.14'
C73	137.58'	26°37'43"	64.74'	32.88'	N 02°38'22" W	64.14'
C74	10.00'	95°10'19"	16.61'	10.95'	N 44°48'21" W	14.77'

LOT NO.	SQ. FT.	ACRES
1	174,239	4.0000
2	38,282	0.8784
3	85,984	1.9739
4	65,485	1.5033
5	40,828	0.9373
6	128,390	2.9474
7	77,087	1.7697
8	29,962	0.6876
9	25,976	0.5961
10	24,578	0.5642
11	27,159	0.6235
12	27,336	0.6275

OWNERS DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

GCRE DEVELOPMENT CORPORATION as agent for and on behalf of GCREFIX MAIN MARKETPLACE LLC and LCAR MAIN MARKET LLC does hereby adopt this Final Plat, designating the herein described property as **MAIN MARKETPLACE ADDITION**, Lots 1-12, Block B, do hereby dedicate to the public use forever the streets and alleys, the easements as shown for mutual use and accommodation of the town of Little Elm and all public utilities desiring to use the same, All and any public utility and the town of Little Elm shall have the right to remove and keep removed all or parts of any buildings, fences, shrubs, trees or other improvements or growths, which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on said easements, and the town of Little Elm and all public utilities constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems, without the necessity, at any time, or procuring the permission of anyone.

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

WITNESS my hand this ____ day of _____, 2015.

JOSEPH D. GOVEIA
MANAGER

STATE OF TEXAS:
COUNTY OF DENTON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JOSEPH D. GOVEIA, KNOWN TO ME TO BE THE PERSON OR PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN THE CAPACITY HEREIN STATED AND THE ACT AND DEED OF SAID COMPANY.

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

NOTARY PUBLIC IN AND FOR DENTON COUNTY, TEXAS _____

SURVEYORS CERTIFICATE

I, DENNIS D. VOTE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND AND THAT THE MONUMENTS SHOWN THEREON WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE CITY PLANNING COMMISSION OF THE TOWN OF LITTLE ELM, TEXAS.

EXECUTED THIS _____ DAY OF _____, 2015.

PRELIMINARY

RELEASED OCTOBER 26, 2015 FOR REVIEW PURPOSES ONLY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

DENNIS D. VOTE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4813

STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED DENNIS D. VOTE, KNOWN TO ME TO BE THE PERSON OR PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN THE CAPACITY HEREIN STATED AND THE ACT AND DEED OF SAID COMPANY.

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

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS _____

OWNERS CERTIFICATION

WHEREAS GCREFIX Main Marketplace LLC is the owner a 17,5760 acre tract of land situated in the HENRY KENDAL SURVEY, ABS TRACT NO. 713, Town of Little Elm, Denton County, Texas, being part of that called 56.731 acre tract of land conveyed by deed, recorded in Document No. 2014-11132 Official Public Records, Denton County, Texas (O.P.R.D.C.1), and WHEREAS LCAR Main Market LLC is also the owner said 17,5760 acre tract of land, conveyed by deed recorded in Document No. 2015-12691 O.P.R.D.C.1., and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the westerly right-of-way line of F.M. 423 (a variable width R.O.W.) said point being the south most east corner of that called 21.1131 acre tract of land, conveyed by deed to GCREFIX Main Mfr., LLC, recorded in Document No. 2014-131647 O.P.R.D.C.1.;

THENCE southerly, along the westerly right-of-way line of said F.M. 423, the following eight (8) calls:

1) THENCE S 00 deg. 36 min. 10 sec. E, a distance of 221.55 feet to a Texas Department of Transportation (TXDOT) row monument found for corner being the beginning of a curve to the right, having a central angle of 90 deg. 06 min. 00 sec., a radius of 66,665.30 feet and a chord which bears S 00 deg. 32 min. 11 sec. E, a distance of 159.72 feet;

2) THENCE southeasterly along the said curve, an arc distance of 159.72 feet to a TXDOT row monument found for corner;

3) THENCE S 02 deg. 09 min. 41 sec. W, a distance of 179.31 feet to a TXDOT row monument found for corner;

4) THENCE S 00 deg. 20 min. 05 sec. E, a distance of 233.48 feet to a TXDOT row monument found for corner;

5) THENCE S 06 deg. 30 min. 29 sec. W, a distance of 1100.72 feet to a TXDOT row monument found for corner;

6) THENCE S 00 deg. 20 min. 05 sec. E, a distance of 329.36 feet to a 1/2" iron rod found for corner;

7) THENCE S 49 deg. 29 min. 07 sec. W, a distance of 38.20 feet to a 5/8" iron rod found for corner;

8) THENCE S 08 deg. 41 min. 32 sec. W, a distance of 39.50 feet to a point for corner in the right-of-way of King Road (a variable width R.O.W.) and being the southeast corner of said called 56.731 acres of land;

THENCE N 81 deg. 19 min. 42 sec. W, along the southeast line of said called 56.731 acre tract of land, a distance of 599.63 feet to a point for corner;

THENCE N 00 deg. 28 min. 39 sec. W, passing at a distance of 701.09 feet a 5/8" iron rod found for corner being the southeast corner of said called 21.1131 acre tract of land and continuing, along an east line a said called 21.1131 acre tract of land, for a total distance of 940.41 feet to a 1/2" iron rod found for corner;

THENCE along the east and south lines of said called 21.1131 acre tract of land the following four (4) calls:

1) THENCE N 22 deg. 39 min. 09 sec. E, a distance of 216.37 feet to a 1/2" iron rod found for corner;

2) THENCE S 99 deg. 47 min. 19 sec. E, a distance of 279.89 feet to a 1/2" iron rod found for corner;

3) THENCE N 00 deg. 12 min. 41 sec. E, a distance of 56.61 feet to a 1/2" iron rod found for corner;

4) THENCE S 99 deg. 47 min. 19 sec. E, a distance of 283.31 feet to the POINT OF BEGINNING and containing 765,599 sq. ft. or 17.5

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: January 5, 2016

PROJECT: **Public Works Emergency Response Team (PWERT) Mutual Aid Agreement**

DESCRIPTION: In a coordinated effort through the North Central Texas Council of Governments (NCTCOG) and participating Public Works Departments from the North Central Texas area have put together a more formal process of providing mutual aid in the event of natural/man-made disasters through the creation of the Public Works Emergency Response Team (PWERT), which is supported by the “Mutual Aid Agreements” approved by participating Cities and Towns. Area cities have responded to other cities in time of need, this “Agreement” provides a more formal, organized, and coordinated method for responding to cities in need of help following a disaster.

The NCT PWERT is part of the statewide Texas Mutual Aid System that will provide resources for all local governments in assisting them/us during emergencies beyond the scope of local resources. The “Agreement” provides the Town a way to obtain assistance after a disaster, and also help to assist other cities after a disaster. In no way is this an obligation to respond to a call for help, but helps to provide a means and method if the Town chooses to help another city after a disaster.

Per the “Agreement” requests for assistance will:

- a. Be made only with a Declaration of a State of Local Civil Emergency or Declaration of Disaster by a requesting party pursuant to Section 418.108, Texas Government Code or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code.
- b. Be made only without a Declaration of a State of Civil Emergency or Declaration of Disaster if the requesting agency expects to use the resource(s) for less than one operational period or if the declaration of emergency is expected to be issued during the first operational period.
- c. Be made by the highest ranking authority of Requesting Party available at the time of need,
- d. Be made to the highest ranking authority of the Responding Party available at the time of need, and
- e. Specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first 36 hour operational period, but shall be required to reimburse the Responding Party for cost incurred after the first operational period. A Party may choose not to render aid or assistance at any time or for any reason, or can recall aid that has been deployed.

This is would be a renewal of the existing “Agreement” and once approved by the Town Council the Town’s membership seat and alternate seat to the PWERT council would remain the same Officer positions. The one membership seat on PWERT will be the Public Works Director or designee and the alternate seat from the Fire Department as designated by the Fire Chief.

COST: No Cost to enter into the “Agreement”. Cost may occur if staff/equipment is deployed for the first operational period after that cost incurred is paid by requesting party.

FUNDING:	Acct. Name	No.	Original Budget
RECOMMENDED ACTION:	Staff recommends Town Council to authorize the Town Manager to renew the Public Works Emergency Mutual Aid Agreement.		

TOWN CONTACT:	Kevin C. Mattingly kmattingly@littleelm.org	Director of Public Works 972-377-5565
	Joe Florentino jflorentino@littleelm.org	Assistant Town Manager 214-975-0425
	Brian Roach broach@littleelm.org	Fire Chief 214-975-0424

Attachments: PWERT Mutual Aid Agreement

NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT

This mutual aid agreement ("Agreement") is entered into by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located wholly or partially within the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and/or Public/Political Sub-Divisions of the State of Texas adopting this agreement upon a formal order of their respective governing bodies as provided therein may be referred to in this Agreement individually as "Party" and collectively as "Parties." By signing this document, and sending it to the Public Works Emergency Response Team, at an address maintained by the NCTCOG, the agency has indicated that it consents to be a party to this emergency mutual aid agreement, and acknowledges that it is not necessary to receive copies of the agreement from other agencies that are party to such agreement.

RECITALS

WHEREAS, the Parties recognize the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting in emergencies, disasters or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual (governmental entity) (Party); and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster or civil emergency or public works emergency; and

WHEREAS, the Parties *that* wish to make suitable arrangements to provide Mutual Aid are so authorized, and make this Agreement pursuant to *all governmental power inherent in home rule and other municipalities and all statutory authority, including, but not limited to, the Interlocal Cooperation Act Chapter 791 of the Texas Government Code*; *the Texas Disaster Act of 1975 as amended Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System of the Emergency Management Chapter, set out in Subchapter E-1 of Texas Government Code, Section 418.111 et seq, and any amendments to that authority or other authority that may be set out in the constitution or laws of the State of Texas*;

WHEREAS, it is understood that the creation of this Agreement and the Texas Statewide Mutual Aid System (SB11) under Chapter 418 E-1 does not replace or supersede existing mutual aid agreements or interfere with the ability of municipalities to enter into written mutual aid agreements in the future. It is understood that if a written agreement is entered into by governmental entities or municipalities requesting resources, then the terms of that agreement control the rights and responsibilities of the participating parties to the extent the agreement provides terms that differ from the Texas Statewide Mutual Aid System.

WHEREAS, it is expressly understood that any mutual aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provision of law and except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid Plans;

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

Section 1: Incorporation: The above whereas provisions and statements are incorporated as if written word for word below.

Section 2: Purpose: This Agreement is hereby established to provide planning and operating procedures whereby public works related Agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies. This agreement allows for better coordination of efforts, identifies available resources and helps ensure that timely aid can be provided.

Section 3: Definitions

- A. "Agency" means any municipal public works agency, township road district, county highway departments, or any Public/Political sub-division that performs a public works function that abides by the provisions as found in this Agreement.
- B. "Administrative Agency" means the entity designated by the Parties to be responsible for maintaining the documents associated with this Agreement including distributing Point of Contact and Resource Inventory information.
- C. "Assisting Party" or "Responding Party" means the agency or organization which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- D. "Civil Emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
- E. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, winter storm, biological or health hazards, dam or levee break, drought, explosion, riot,, acts of terrorism and other public calamity requiring emergency action or requiring homeland security activity (as that term is defined in Chapter 421 of the Texas Government Code entitled Homeland Security) that is or likely to be, beyond the control of the services personnel equipment and facilities of a Party that requires assistance under this Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.
- F. "Emergency" means any occurrence or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
- G. "Homeland security activity means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
- H. "Mutual Aid" means providing resources such as personnel, equipment, services and supplies. These resources support typical public works missions or tasks such as: removal of debris, restoration of water/wastewater operations, flood control, infrastructure system repairs, standby power, and damage assessment.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

- I. "National Incident Management System (NIMS)" means a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.
- J. "Operational Period" shall mean a period of time beginning at the time of the request for Mutual Aid and lasting no longer than thirty six (36) hours. Typically assistance would be given in Twelve (12) hour shifts for operational efficiencies. It is the intention of this mutual aid to be for assistance in the initial response to the emergency and not part of the long term recovery. If assistance is requested beyond the initial 36 hours, then the requesting agency must work with the responding agency directly and put in place a mutual agreeable contract and payment for services rendered. It is also understood that any agency responding under this mutual aid agreement will not receive any reimbursement for their mutual aid assistance up to the first 36 hours, even if the event becomes a declared emergency by the President. After the first 36 hours repayment shall be provided. It is also understood that any agency for any reason may decline to assist or recall their mutual aid at any time.
- K. "Point of Contact" means a person and/or an agency's department/office serving as the coordinator or focal point of information dealing with public works emergency response activities.
- L. "Public Works Emergency Response Team" (PWERT) means a working group of Public Works Officials representing their agencies; whose mission is to develop and maintain a region wide network of public works' related agencies. This teams' principal purpose is to provide mutual aid response and recovery assistance, to each other, when confronted with natural or man-made emergencies or disasters. This Group is designated as the Administrative Agency to manage this Agreement.
- M. "Requesting Party" means the agency or organization receiving aid and assistance from a Assisting Party.
- N. Public/Political Sub-Division means a basic level of independent local government or quasi-government authorized by Section 52 of the Texas Constitution that typically have a specific or limited purpose including Dallas Fort Worth International Airport, Toll Authorities, independent school districts, water or wastewater districts and improvement and economic development districts and exist separately from general purpose local governments such as county, city or townships.

Section 4: Term

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remaining binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 4 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties

NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT

Section 5: Termination

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Public Works Mutual Aid. The Governing Body of a Party shall, by Resolution, give notice of termination of participation in this Agreement and submit a copy of such resolution to the Administrative Agency and all other Parties. Such termination shall become effective thirty (30) days after filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

Section 6: Responsibility of Parties

Provision of Aid: Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time for any reason, or to recall aid that has been deployed at anytime.

Section 7: Request for Assistance: The request for assistance will:

- A. Be made only with a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- B. Be made only without a Declaration of a state of Local Civil Emergency or Declaration of Disaster if the requesting agency expects to use the resource(s) for less than one operational period or if the declaration of emergency is expected to be issued during the first operational period.
- C. Be made by the highest ranking authority of Requesting Party available at the time of need,
- D. Be made to the highest ranking authority of the Responding Party available at the time of need, and
- E. Specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Section 8: Procedures for Requests and Provision of Mutual Aid: See Attachment 1

Section 9: Cost Limitation

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Section 2 of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Section 10: Expending Funds:

A Responding Party that performs services or furnishes aid pursuant to this Agreement shall do so with their own current funds. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Section 11: Insurance

- A. Worker's Compensation Coverage: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
- B. Automobile Liability Coverage: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.
- C. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

Section 12: Miscellaneous

- A. Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 12E below.
- B. Other Mutual Aid Agreements: This Agreement is not intended to replace or conflict with - local mutual aid agreements for other emergency response needs such as fire and police or for the other purposes
- C. Severability: If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provision of the Agreement that can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable.
- D. Validity and Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made as part of the Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirement of the limitations, and so modified, this Agreement shall continue in full force and affect.
- E. Amendment: This Agreement may be amended only by the mutual written consent of the Parties.
- F. Governing Law and Venue: The Laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event an Emergency or Disaster physically occurring in more

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

than one county that is a Party thereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

- G. Signatories: The PWERT shall be the official repository of original pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document with an additional individual signature page from their Agency to be filed with the PWERT under this Agreement. *PWERT will maintain contact information from all of the parties and provide for a means of communication whenever there is a need to call for mutual aid. This agreement may be signed in multiple copies, and it is only necessary for the agencies to notify the PWERT and keep them informed of the contact information.*
- H. PWERT – the Administrative Agency, managing this agreement, provides for one membership seat for each participating agency and one alternate seat. The primary seat should be held by a Public Works Official or designee. The alternate seat should be held by a member of the jurisdiction of the Emergency Management Division or designee. The jurisdiction is not required to fill the seats, but, it is strongly recommended, in order to receive information and training for emergency response.

EXECUTED this 5th day of January, 2016

Town of Little Elm, Texas
(Local Jurisdiction)

By: _____
Printed Name: Matt Mueller
Title: Town Manager

Attachment 1

PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT

Here are the suggested steps for your agency to follow when using the Agreement. Generally if the Emergency Operations Center for your city is activated follow the incident command system and associated communications operations plan to request resources

1. Requesting Agency Steps to Follow:

- A. Assess the situation and determine the resources needed.
- B. Fill out the REQUESTING AGENCY Checklist (Form 1).
- C. Locate agencies included in the agreement **OR** Contact the Public Works Emergency Response Team (PWERT) standby point of contact for assistance to complete the remaining steps.
- D. Call one or more agencies that may have the resources you need.
- E. Fill out a REQUESTING AGENCY MUTUAL AID INFORMATION Form (Form 2).
- F. Send copy of the form to the RESPONDING AGENCY as soon as possible.

2. Responding Agency Steps to Follow:

- A. Make sure you can fulfill the request before providing an answer. Notes: 1) obtain required local authority to deploy the resources 2) providing assistance is voluntary and an agency is not required to fulfill the request if you determine the resources are critical to your operational needs.
- B. Analyze the risk level of the request.
- C. Complete the RESPONDING AGENCY Checklist (Form 3) with the information given by the REQUESTING AGENCY.
- D. Brief your employees and prepare the equipment.
- E. Complete the Employee & Equipment Information Form (Form 4). Provide copies to your responding staff and to the REQUESTING AGENCY.
- F. Dispatch staff to the REQUESTING AGENCY for assistance.

3. Supervision and Control: The responding personnel, equipment and other resources will be under the operational control of the Requesting Agency. These response operations shall be NIMS compliant as well as organized and functioning within an Incident Command System (ICS), Unified Control System (UCS). Direct supervision and control of responding agency's resources shall remain with their designated supervisor(s). The designated supervisor(s) shall: maintain personnel time records, material records and a log of equipment hours and report work progress to the Requesting Agency. The Responding agency's personnel and other resources remain subject to recall by the Responding Agency's authority at any time, subject to reasonable notice to the Requesting Agency.

4. Food, Housing and Self Sufficiency: Unless specifically instructed otherwise, the Responding agency will have the ability to be self-sufficient as practicable from the time of arrival to their designated staging area location to the time of their arrival back at the responding agency's home department. However, the requesting agency may need to provide resources for tasks extending normal supplies. For example, if the required tasks require significant mobile activities and fuel, the Requesting agency should be prepared to augment their gas/diesel supplies.

**PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS
PUBLIC WORKS MUTUAL AID AGREEMENT**

5. Communications: Unless specifically instructed otherwise, the Requesting Agency shall have the responsibility for coordinating communications between the personnel of the Responding Agency and the Requesting Agency. Responding Agency should be prepared to furnish their own internal communications equipment sufficient to only maintain communications among their respective operating units.

REQUESTING AGENCY CHECKLIST FORM 1

What is the Need?

- _____ Be sure a real need exists. The North Central Texas Mutual Aid Agreement is only to be activated for bona fide emergencies.
- _____ What is the nature of the emergency? What can a responding agency help repair or service?
- _____ Identify the type of equipment, material and skilled employees are needed as best you can. If possible use the FEMA Resource Typing (Ref: FEMA 508-7 Public Works Resources)
- _____ How long may they be needed? Will responding agency employees work independently or with one of your supervisors?
- _____ For longer duration support: Where will the Responding Agency employees eat, sleep, shower?
Are you contacting Red Cross for meal support? What facilities/motels are available for Responding Agency employees?
- _____ Are there any arrangements for refueling and repair of equipment?
- _____ Identify a staging area. Where will Responding Agency employees meet your Agency Supervisor for initial briefing and assigned work? Provide supervisor contact information including phone numbers, locations and times to meet and report.

Who can Help?

- _____ Review list of Public Works Emergency Response Team (PWERT) Mutual Aid Agencies and identify agencies not affected by the emergency.
- _____ Contact your local Designated Emergency Management for communication support if needed.
- _____ Or Call the Agency directly. Send written request soonest.
 - _____ Identify yourself and your agency.
 - _____ Fill out a Requesting Agency Mutual Aid Information Form 2
 - _____ Advise the Responding Agency on weather, road conditions and known transportation risks.
 - _____ How soon is the aid needed? Is the work time sensitive?
 - _____ Provide Responding Agency information needed from *What is the Need* Checklist above.

Briefing

- _____ Meet with Responding Agency's Supervisor(s) to discuss how staff will be used.

REQUESTING AGENCY CHECKLIST FORM 1

- _____ Ensure Points of Contact are provided to Responding Agency's Supervisor to deal with issues and concerns.
- _____ Provide map(s) for safe routes to work location and designated work area.
- _____ Review standards and expected outcomes for the type of work tasked.
- _____ Establish a communication plan.

MUTUAL AID INFORMATION FORM 2
REQUESTING AGENCY

Date/Time:

Requesting Agency:

Name/Title Contact:

Phone Number/Fax Number:

Type of Emergency:

Estimated Duration Assistance will be required:

Assistance Requested (be as specific as possible)

Technical Assistance (for damage assessment, etc)

Equipment (for debris management operations, traffic control, communications, power, etc.)

Materials (shoring, lumber, rock etc)

RESPONDING AGENCY CHECKLIST FORM 3

Date: _____ Time: _____

Requesting Agency: _____

Name/Title Contact: _____

Phone Number: _____ Fax Number: _____

Type of Emergency: _____

Estimated Duration Assistance will be needed: _____

Review Mutual Aid Information Form 2

Clarify Need

- _____ Review types of damage and what Responding Agency employees can expect to deal with (safety, risk/hazards, weather, etc).
- _____ Review/validate types of equipment, materials and number/skills of employees that will be deployed
- _____ Confirm how long employees will be provided. Is/are relief crew(s) required or prepared?
- _____ Identify a communications plan for internal crews and linkage with Requesting Agency.
- _____ How will responding affect your agency's current operations? What are the limiting factors?
- _____ If night work: is mobile lighting available?

Preparations

- _____ Identify your responding employees. Ensure they are briefed on their type of tasking and expected duration of support.
- _____ Identify supervisory chain of command for responders.
- _____ Review emergency operations procedures and required record-keeping documentation.
- _____ Complete an inventory of tools and equipment. Inspect vehicles and ensure all are fueled. Provide communication equipment (radios, phones) as required.
- _____ Set up reporting/status update schedule to home base.
- _____ Ensure purchasing and/or gas card(s) are available for required support.
- _____ Ensure sufficient food and water available as determined with Requesting Agency.

EMPLOYEE AND EQUIPMENT INFORMATION FORM 4
Responding Agency

Agency: _____ Date: _____

Supervisor of Crew: _____

Communication Equipment/Phone Numbers: _____

Report Time: _____ Report Date: _____

Report to: _____ Area Assigned: _____

Type of Assistance Provided (Use FEMA Type of Resources Format if possible):

Supervisor & Crew Employees:

Technical Assistance

Equipment

EMPLOYEE AND EQUIPMENT INFORMATION FORM 4
Responding Agency

**Finance**

Dawn Berry, Purchasing Agent

214-975-0411

dberry@littleelm.org

Town Council Agenda – Consent**January 5, 2016****BACKGROUND**

Staff requests authorization to utilize BuyBoard contract 470-14 with Goodyear Commercial and Southern Tire Mart for replacement tires for Town equipment.

Pricing discounts are firm through November 30, 2017.

- Goodyear 37-42%
- Southern Tire Mart 0-45%

BUDGET IMPACT

Funding is available in the current budget. Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION

Staff recommends authorization to purchase tires from Goodyear Commercial and Southern Tire Mart through BuyBoard contract 470-14.

ATTACHMENTS

- None

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT:	15-PD-003	Brentwood Tract 3
PUBLIC HEARING DATES:	Planning & Zoning Commission:	11-17-15
	Town Council:	1-5-16
REQUEST:	A request to rezone approximately 6.34 acres of land from Agriculture district (AG) to Planned Development–Single Family district (PD-SF) to allow for an expansion of Brentwood subdivision	
PROPOSED USE:	Single Family residential	
LOCATION:	Generally located east of Witt Road and south of Marina Vista Estates, within Town Limits	
SIZE:	Approximately 6.34 acres of land	
CURRENT ZONING:	Agriculture district (AG)	
PROPOSED ZONING:	Planned Development district with base zoning of Single Family 4 (PD-SF4) to allow for an expansion of Brentwood subdivision	
FUTURE LAND USE PLAN DESIGNATION:	Low-Density Residential	
EXISTING USE / SITE ATTRIBUTES:	A mix of undeveloped land and existing legal, non-conforming structures	
APPLICANT:	Dowdey, Anderson & Associates	
OWNER:	Arlena Ruth Vaughn	
PLANNING ANALYSIS:	On November 19, 2013, Town Council approved the zoning on the first tract of Brentwood, generally located east of Witt Road, north of the new bridge, and south of Marina Vista Estates for a residential subdivision development, per the 2008 Comprehensive Plan. On February 18, 2014, Town Council approved the zoning on the second tract of Brentwood, under the same Planned Development regulations. Pulte has recently acquired approximately 6.34 acres to create Tract 3 of Brentwood, which brings Brentwood's total area to approximately 50 acres. Pulte is requesting that this property be subject to the existing Planned Development regulations, which are attached, as are the location map and revised concept plan.	

RECOMMENDATION: On November 17, 2015, the Planning and Zoning Commission recommended approval of the requested zoning.

Staff recommends approval of the requested Planned Development district.

TOWN CONTACT: Lisa Reich – Town Planner

ATTACHMENTS: Ordinance 1309
Location Map
Revised Concept Plan
Existing Planned Development Regulations

TOWN OF LITTLE ELM

ORDINANCE NO. 1309

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, HEREOF AMENDED, BY CHANGING THE ZONING ON APPROXIMATELY 6.34 ACRES OF LAND FROM AGRICULTURE DISTRICT (AG) TO PLANNED DEVELOPMENT - SINGLE FAMILY DISTRICT (PD-SF4) TO ALLOW FOR AN EXPANSION OF BRENTWOOD SUBDIVISION (ORDINANCE #1181 AND ORDINANCE #1198), GENERALLY LOCATED EAST OF WITT ROAD AND SOUTH OF MARINA VISTA ESTATES SUBDIVISION; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a request for a change in zoning has been initiated on a piece of land more specifically described on the Location Map, attached hereto; and

WHEREAS, the Town's Future Land Use Plan (FLUP) designates the subject property as Low Density Residential, which is a land use category that supports the requested residential Planned Development district; and

WHEREAS, on November 19th, 2013, the Town Council rezoned 33 acres of adjacent property for a residential subdivision, via PD Ordinance #1181, which contained provisions to acknowledge and encourage the expansion of the subdivision if desired; and

WHEREAS, on February 18th, 2014, the Town Council rezoned 11.5 acres of adjacent property for a residential subdivision, via PD Ordinance #1198, which contained provisions to acknowledge and encourage the expansion of the subdivision if desired; and

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

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the

rezoning request would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for a **Planned Development district with Single Family 4 (PD-SF4)** base zoning to allow for **an expansion of Brentwood subdivision** on approximately 6.34 acres of land generally located east of Witt Road and south of Marina Vista Estates subdivision, Little Elm, Denton County, Texas, a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS. The subject property shall develop per the attached Concept Plan, and the special ordinance provisions of PD Ordinance #1181 and Ordinance #1198 shall apply to the subject property.

SECTION 4. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

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

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

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

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

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

PASSED AND APPROVED the 5th day of January, 2016.

The Town of Little Elm, Texas

David Hillock, Mayor

ATTEST:

Kathy Phillips, Town Secretary



Image Source: Texas Google Imagery



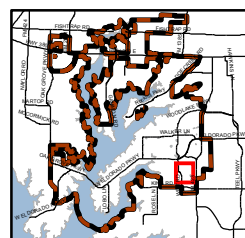
Location Map

Brentwood Tract 3
Town of Little Elm
Denton County, TX
Date: 11/30/2015

0 190 380 Feet

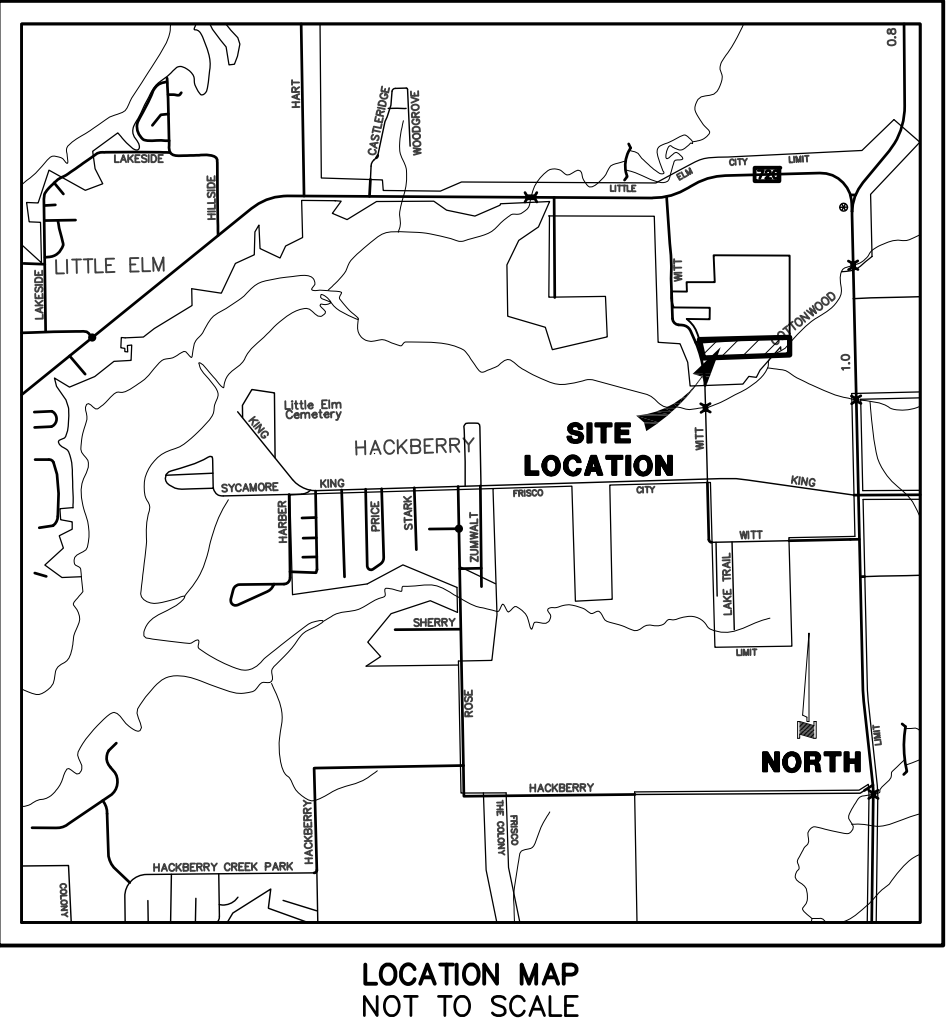
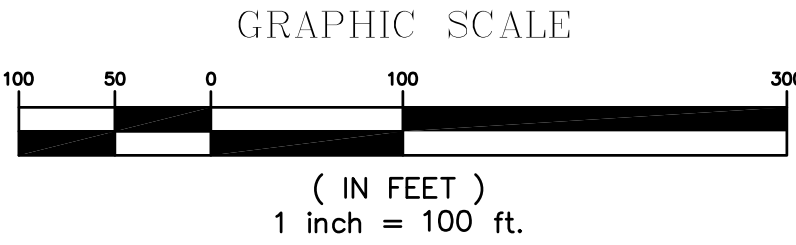
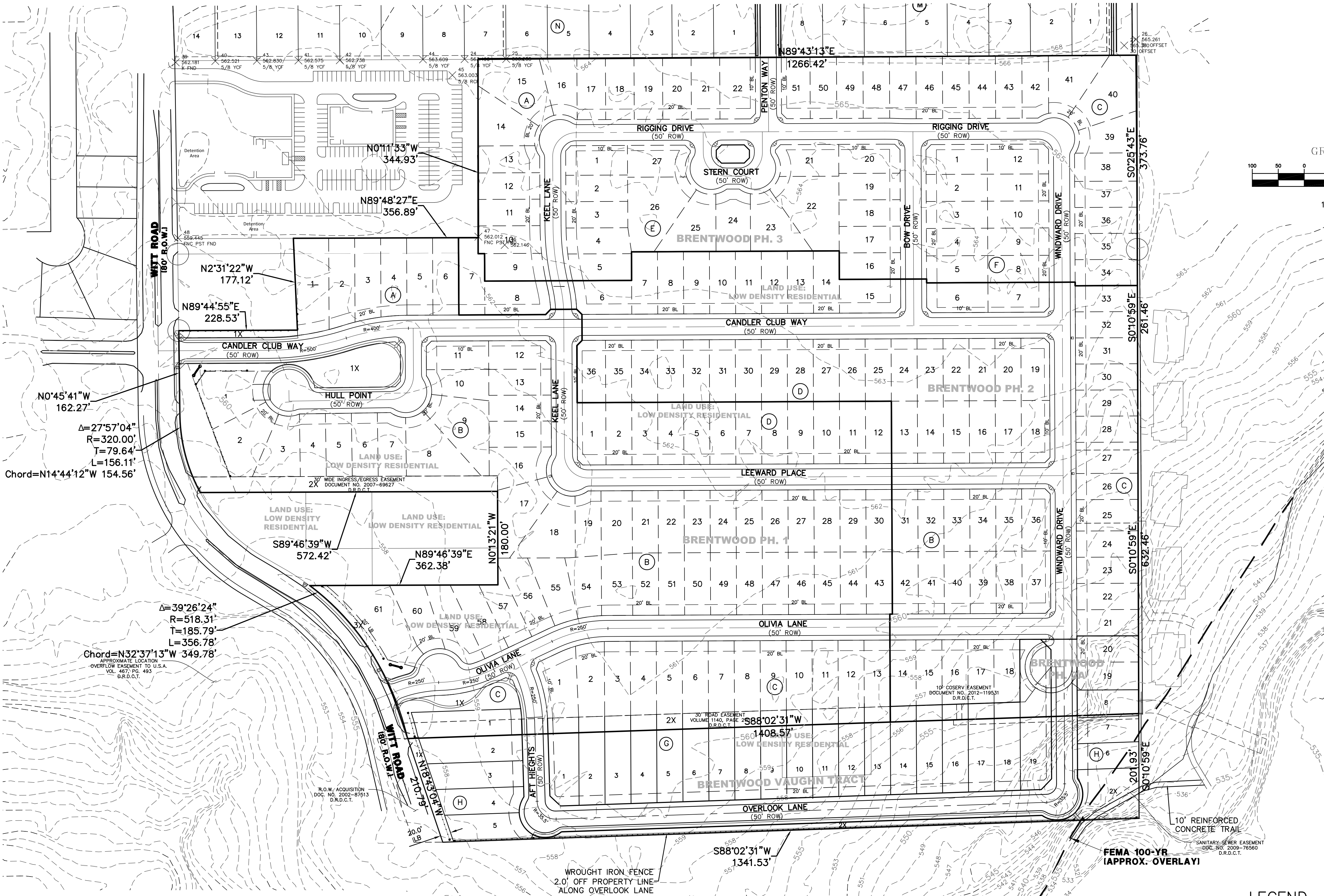
Legend

- Roads
- Town Limit
- ETJ



This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

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.



OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, PULTE HOMES OF TEXAS LP, a Texas limited partnership is the owner of a tract of land situated in the MARY A. WATKINS SURVEY, ABSTRACT NO. 1396, Town of Little Elm, Denton County, Texas and being all of those tracts of land described in Deed to Pulte Homes of Texas, LP, as recorded in Document Number 2013-148595, Document Number 2013-144200 and Tract Two of Document Number 2013-144198, Deed Records, Denton County, Texas, and being part of those tracts of land described in Deed to Pulte Homes of Texas, LP, as recorded in Document Number 2013-148596 and Tract One of Document Number 2013-144198, Deed Records, Denton County, Texas and part of that tract of land described in Deed to Pulte Homes of Texas, L.P., as recorded in Document Number 2014-24773, Deed records, Denton County, Texas and being more particularly described as follows:

BEING a tract of land situated in the MARY A. WATKINS SURVEY, ABSTRACT NO. 1396, Town of Little Elm, Denton County, Texas and being part of a tract of land conveyed to Arlena Vaughn according to the document filed of record in Document Number 2008-21775, Real Property Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at an X found in the north line of said Vaughn tract for the southwest corner of Lot 1X, Block C, Brentwood Phase One, an Addition to the Town of Little Elm, Denton County, Texas, according to the Document filed of record in Document Number 2015-71, Plat Records, Denton County, Texas;

THENCE North 88 degrees 02 minutes 31 seconds East, a distance of 1408.57 feet to a point for corner;

THENCE South 00 degrees 10 minutes 59 seconds East, a distance of 200.00 feet to a point for corner;

THENCE South 87 degrees 57 minutes 56 seconds West, a distance of 1341.64 feet to a point for corner;

THENCE North 18 degrees 43 minutes 04 seconds West, a distance of 210.64 feet to the POINT OF BEGINNING and containing 6.339 acres of land, more or less.

OWNERS:

ARLENA RUTH VAUGHN
411 WITT ROAD
LITTLE ELM, TX 75068
CONTACT: CHARLES VAUGHN

DEVELOPER/APPLICANT:

PULTE HOMES OF TEXAS, LP
4800 REGENT BLVD., STE. 100
IRVING, TX 75063
972-304-2800
CONTACT: JEFF POOLE

REPRESENTATIVE CONTACT:

DOWDEY ANDERSON & ASSOCIATES
5225 VILLAGE CREEK DRIVE, STE. 200
PLANO, TX 75093
CONTACT: BRENT L. MURPHREE

LEGEND

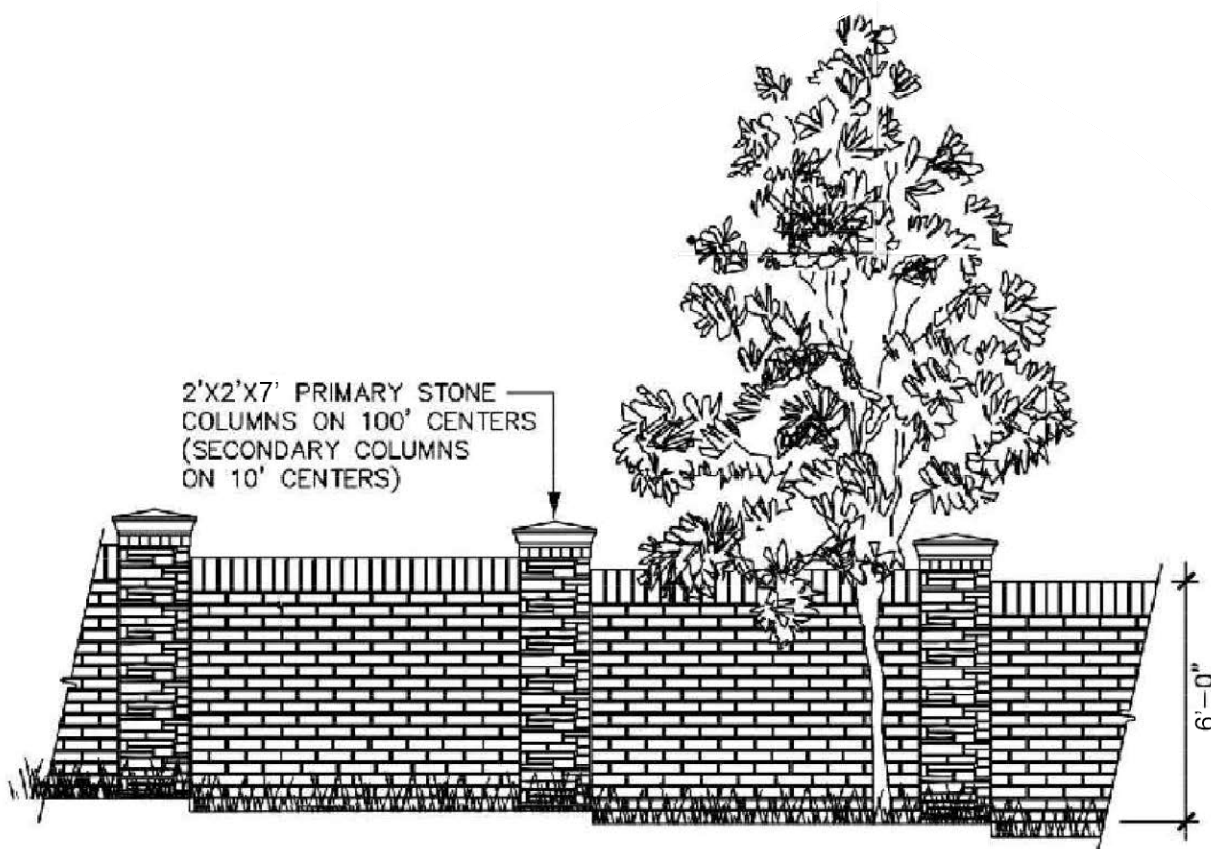
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
P.R.D.C.T. PLAT RECORDS DALLAS COUNTY, TEXAS
- ORNAMENTAL METAL FENCE
 - MASONRY SCREENING WALL
 - MASONRY SCREENING WALL
 - BUILDING LINE
 - LOT LINE

NOTE:

- THE LOT NUMBER DESIGNATION " X " SIGNIFIES AN OPEN SPACE LOT.
- ALL COMMON AREA LOTS SHALL BE IRRIGATED BY A FULLY AUTOMATIC IRRIGATION SYSTEM.
- ALL LOTS SHALL BE OUT OF THE 100 YEAR FEMA FLOODPLAIN, FOLLOWING APPROVAL OF AN eLOMA.
- ONSITE WALL MAINTENANCE EASEMENT SHALL BE PROVIDED AS REQUESTED BY TOWN OF LITTLE ELM

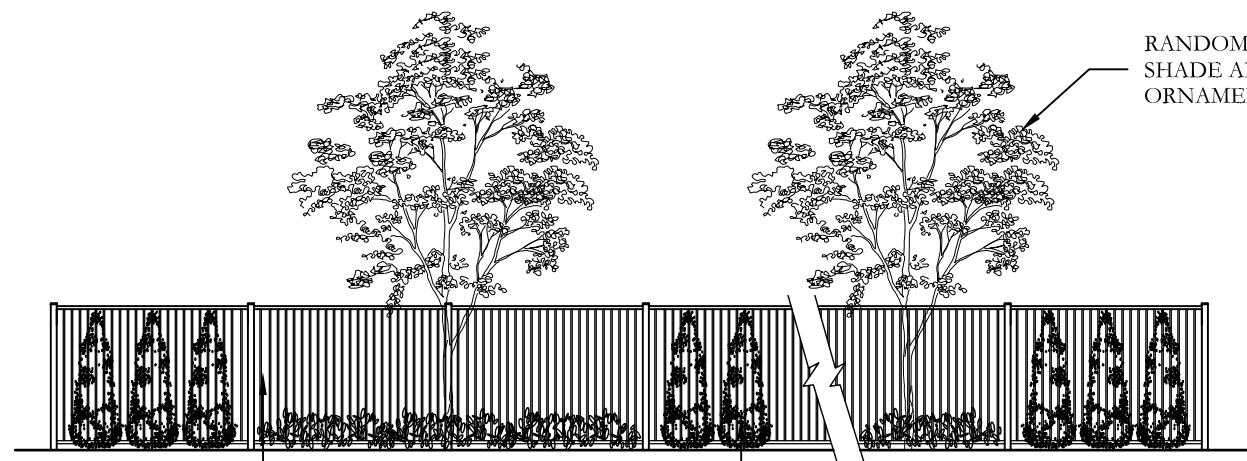
DEVELOPMENT DATA

PROPOSED USE:	Planned Development (±49.798 acres of Single Family-4 (SF-4))	
LAND AREA:	±49.798 ACRES	
RESIDENTIAL DWELLINGS:	ORDINANCE	PD-TRACT ONE
MINIMUM LOT AREA:	6,000 S.F.	6,000 S.F.
MINIMUM LOT DEPTH:	100 feet	110 feet
MINIMUM LOT WIDTH:	60 feet	50 feet
MINIMUM FRONT SETBACK:	25 feet	20 feet
MINIMUM REAR SETBACK:	20 feet	20 feet
MINIMUM SIDE SETBACK:	6 feet	5 feet
MINIMUM CORNER SETBACK:	10 feet	10 feet
RESIDENTIAL DENSITY:	-	±4.8 U.P.A.
PARK/OPEN SPACE:	-	±0.85 acres
MIN. DWELLING UNIT:	1,200 SF	1,600 SF
MAXIMUM LOT COVERAGE:	40%	50%
MAXIMUM BUILDING HEIGHT	35' AT THE MID-POINT BETWEEN THE EAVES & DOMINANT RIDGE OF HIP OR CABLE ROOFS	



BRICK SCREENING WALL
SCALE: N.T.S.

(WITT ROAD FRONTAGE)



6'-0" HT. ORNAMENTAL METAL FENCE WITH LIVING SCREEN
SCALE: N.T.S.

(SOUTH PROPERTY LINE)

Exhibit “A”

Brentwood

Planned Development Regulations

Development Standards

Submitted: Sept. 17, 2013

Revised: October 8, 2013

Revised: October 29, 2013

Developer/Applicant:

Pulte Homes of Texas
4800 Regent Blvd., Ste. 100
Irving, Texas 75063
(972) 304-2889

Planner/Engineer/Surveyor:

Dowdey, Anderson and Associates, Inc.
5225 Village Creek Drive, Ste. 200
Plano, Texas 75093
(972) 931-0694

Planned Development Regulations

For a 33.120 acre tract out of the Mary A. Watkins Survey, Abstract No. 1396 in the Town of Little Elm, Denton Counties, Texas.

1.0 Purpose

The purpose of this PD is to create a traditional single-family neighborhood with pocket parks, open spaces and connections to trails that lead beyond, a safe place called home.

2.0 Definitions:

Definitions used herein shall be the same as those found in Appendix A, Section 1 of the Zoning Ordinances of the Town of Little Elm, Texas.

3.0 General Regulations

- a. All not redefined by this amendment shall default to the Little Elm Code of Ordinances as set forth at time of adoption, and as amended.
- b. A property owners association shall be established and shall be responsible for the maintenance of all park/open space areas.
- c. All dwelling shall be street access or front-entry.
- d. In anticipation of future expansion to the limits of Brentwood, it is the intent of both the Town and the Developer that any adjacent tracts added to this development (via zoning) abide by the same PD regulations as adopted by the Town.
- e. The final lot and street pattern shall be determined at the time of platting so long as a connection to the north and south are provided. The attached concept plan is for illustrative purposes and does not require a revised Concept Plan and/or Zoning process for modification. Please refer to Exhibit "B"

4.0 Use Regulations

The permitted uses shall be as follows:

The permitted uses shall be those uses permitted by the Little Elm Zoning District "SF-4" – Single-Family 4 described in Chapter 106 Article II, Divisions 2, of the Section 46 of the Zoning Ordinances for the Town of Little Elm, Texas.

5.0 Area, Set-Back Other Regulations:

- a. Area & Set-back: The following amended area regulations shall apply:
 - i. Minimum Lot Area - The minimum lot area shall be six thousand (6,000) square feet.
 - ii. Minimum Dwelling Area- The minimum dwelling area shall be sixteen-hundred (1,600) square feet.
 - iii. Minimum Front Yard - The minimum depth of the front yard shall be twenty (20) feet.
 - iv. Minimum Rear Yard - The minimum depth of the rear yard shall be twenty (20) feet.
 - v. Minimum Side Yard - The minimum side yard shall be five (5) feet and the minimum side yard for corner lot shall be ten (10) feet. The minimum right-of-way clip building set-back for corner lots shall be fifteen (15) feet. In addition, each corner side yard shall be developed as depicted on the attached "Side Yard Fencing Plan and Detail" in Exhibit "C."
 - vi. Maximum Lot Coverage - The maximum lot coverage shall not be greater than fifty (50) percent of the gross lot area. Maximum lot coverage shall be defined as the area covered by the primary residential structure, exclusive of sidewalks, driveways or secondary structures.
 - vii. Minimum Lot Width -The minimum lot width, measured along the proposed building line, shall be fifty (50) feet. The minimum lot width at the right-of-way shall be thirty-five (35) feet for cul-de-sac's and elbows.
 - viii. Minimum Lot Depth - The minimum lot depth shall be one-hundred-ten (110) feet.
 - ix. Maximum Building Height – The maximum building height shall be thirty-five (35) feet measured at the mid-point between the eaves and the dominate ridge of the hip or gabled roofs.
- b. All public sidewalks shall be five (5) feet in width. The trail connection shall be ten (10) feet in width.
- c. All public street lights shall be CoServ LED style light standard, when available.
- d. The maximum lengths for blocks and dead end cul-de-sacs are allowed to exceed the Town's standards.

6.0 Architectural Regulations:

- a. The primary residential structure shall incorporate two (2) of the following elements into each front elevation:
 - i. Architectural Garage Door
 - ii. Minimum Roof Pitch of 6:12
 - iii. Divided Light Windows
 - iv. Cast Stone Accents
 - v. Covered front Porch
 - vi. Dormers or Gables
 - vii. 30-yr. architectural shingles
 - viii. A recessed front entry not less than three (3) feet.
 - ix. Shutters
- b. The front elevation shall not be the same as the lot most directly across the street nor shall it repeat for two lots on either side on the same side of the street.
- c. Mailboxes shall be brick and cluster in pairs of two (2), where possible on the shared or common lot line.

7.0 Building Materials:

All residences shall be constructed primarily of masonry as further described below. Masonry means brick, stone, cast stone or stucco. Other materials of equal or similar characteristics may be authorized by the Town's Building official. A minimum of 80 percent of the exterior facades of a main building or structure, excluding windows and doors, shall be constructed of masonry, including 100 percent of the first floor, 100 percent of the front elevation, and at least 50 percent of the combined second floor elevations. The remaining portions of the exterior façade, excluding windows and doors, shall consist of cementitious fiberboard. In addition, cementitious fiber board may be used for architectural features not on the front elevation such as window box-outs, bay windows, roof dormers, columns or chimneys not part of an exterior wall.

8.0 Landscape and Screening Regulations

There is approximately 0.85 acres of open space comprised of a landscape buffers, open space/s areas, and a trail connection generally at the southeast corner of the site.

The following landscaping regulations shall apply:

- a. There shall be a twenty (20) foot landscape buffer along eastside of Witt Road. There shall be a minimum requirement of one (1) shade tree planted every thirty (30) feet and two ornamental trees for each shade tree.
- b. Each open space area shall have a minimum of one (1) shade tree and one (1) ornamental tree for every 5000 square feet.
- c. Each open space area or designated "X" lot shall be equipped with a fully automatic sprinkler system.
- d. Each lot shall plant two (2) large canopy trees per the Town's code.
- e. Each Corner Lot shall have two (2) shade trees; please refer to Exhibit "C"
- f. The front and side yard of each residential lot shall be irrigated by an automatic sprinkler system.
- g. Each "X" lot shall be maintained by the HOA.
- h. A connection to the existing trail system shall be made generally at the southeast corner of the tract.

The following screening regulations shall apply:

- a. A minimum six (6) foot screening wall shall be constructed on the eastern line of the twenty (20) foot landscape buffer along Witt Road.
- b. The residential side yard fencing for corner lots shall be a cedar 6-foot board-on-board wooden fence with cap and a unified stain throughout. In addition, shade trees shall be planted in as depicted on the "Side Yard Fencing Plan and Detail."
- c. Screening walls described above shall be maintained by the HOA.

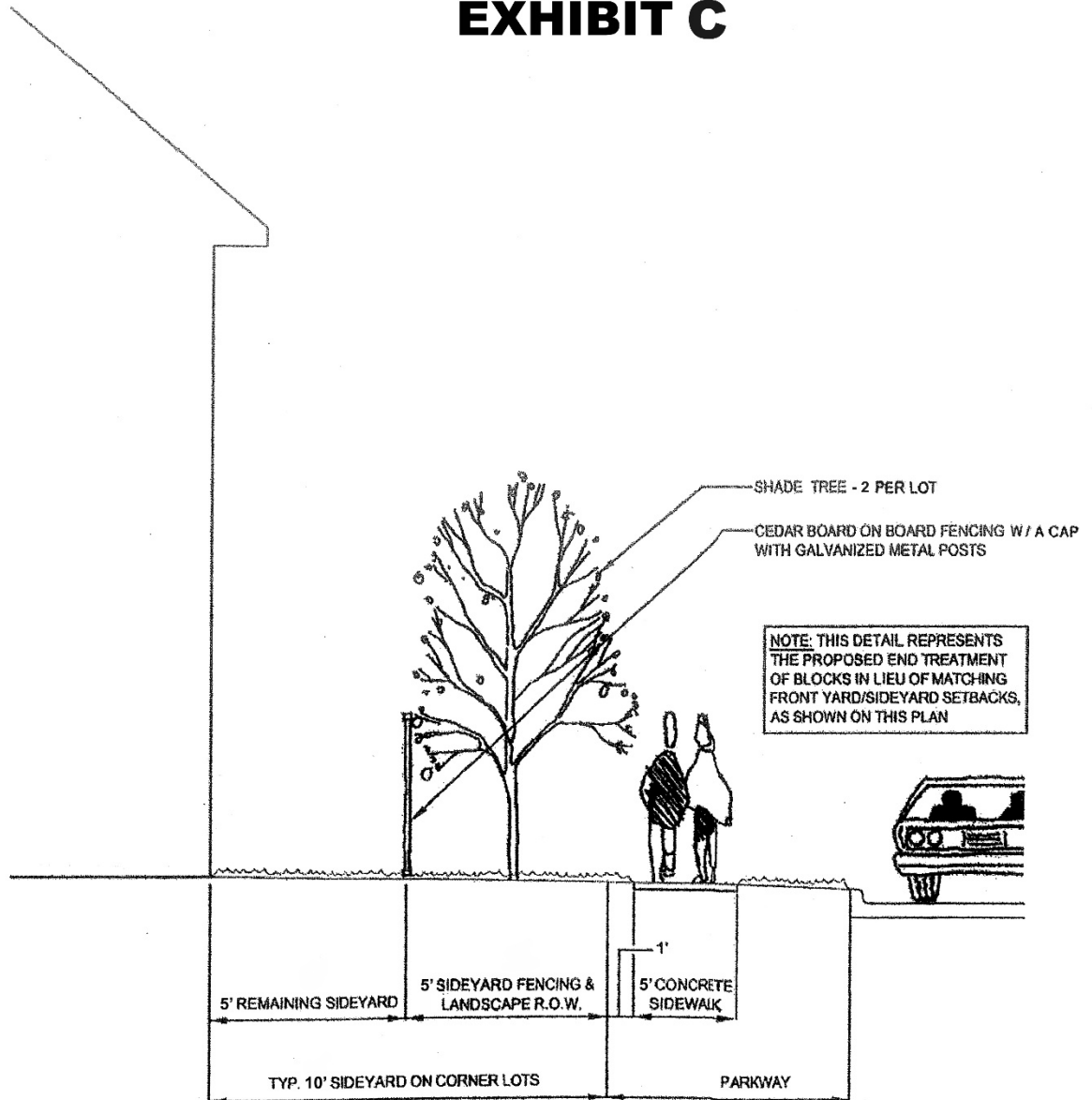
9.0 Subdivision Regulations

Development shall meet the standards as required in the Town of Little Elm Subdivision Ordinance.

10.0 Legal Description

See attached Exhibit "D".

EXHIBIT C



SIDEYARD FENCING & LANDSCAPE DETAIL

SECTION/ELEVATION

SCALE: N.T.S.

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: January 5, 2016

PROJECT:	Consider and Act on Ordinance No. 1308 "Use of Hand-Held Wireless Communication Devices While Driving" to prohibit the use of hand-held devices while operating a motor vehicle.
DESCRIPTION:	The proposed Ordinance was discussed at the December 1, 2015 Workshop. Town Council viewed other town/cities ordinances regarding the regulating and use of hand-held communication devices. Council agreed that the Town has an obligation to take the reasonable steps to keep our community safe and directed Staff to prepare and ordinance for consideration at the January 5, 2016 meeting.
COST:	N/A
FUNDING:	N/A
SCHEDULE:	Effective after execution and Ordinance caption published.
RECOMMENDED ACTION:	It is recommended that Council consider the Adoption of Ordinance No. 1308.
ATTACHMENT:	Copy of Ordinance No. 1308
TOWN CONTACT:	Greg Wilkerson, Assistant Police Chief 972-334-9104

TOWN OF LITTLE ELM

ORDINANCE NO. 1308

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN, BY AMENDING CHAPTER 98, "TRAFFIC AND VEHICLES," BY CREATING AND ADDING ARTICLE IX, "USE OF HAND-HELD WIRELESS COMMUNICATION DEVICES WHILE DRIVING"; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate the operation and movement of vehicles under the Texas Transportation Code; and

WHEREAS, the Town Council desires to protect motorists from unnecessary and preventable motor vehicle crashes caused by distracted driving, to reduce the potential for injury, and to increase public safety; and

WHEREAS, the Town Council has determined that the passage of regulations prohibiting the use of hand-held communication devices while operating a motor vehicle is in the best interests of the Town and of motorists on Town-controlled streets; and

WHEREAS, after due deliberations and consideration, the Town Council has determined that the amendments set forth herein should be adopted, and that such amendments are in the best interests of the public health, safety, and welfare of the Town.

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

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

Section 2. ADOPTION. That Article IX is hereby added to Chapter 98, "Traffic and Vehicles," of the Code of Ordinances of the Town of Little Elm, Texas, by adding a new Section 98-210 to read as follows:

**“ARTICLE IX. – USE OF HAND-HELD WIRELESS COMMUNICATION
DEVICES WHILE DRIVING**

Section 98-210. - Regulating the use of hand-held wireless communication devices while driving.

A. Definitions.

In this Section:

(1) Engaging in a call means talking, dialing, or listening on a hand-held wireless communication device, including holding a wireless communication device to activate or deactivate the device.

(2) Hand-held wireless communication device means a text-messaging device or other electronic, two-way communication device that uses a commercial mobile service, as defined by 47 United States Code § 332, that is designed to receive and transmit voice communication, text message or pictorial communication, or both, whether by internet or other electronic means. The term also includes devices such as mobile telephones, personal digital assistants (PDA), MP3 or other portable music players, electronic reading devices, laptop computers or tablets, portable computing devices, portable global positioning or navigation systems, pagers, electronic game devices and broadband personal communication devices.

(3) Hands-free wireless communication device means a mobile telephone, a device with speakerphone capability, a telephone attachment, or another function or other piece of equipment, regardless of whether or not permanently installed in a motor vehicle, that allows use of the wireless communication device without use of either of the operator's hands, (or prosthetic device or aid in the case of a physically disabled person).

(4) Operating a motor vehicle includes motor vehicle that is moving, stopped or standing on a public street, highway or right-of-way, unless it is lawfully parked as that term is defined herein.

(5) Park or parked shall mean for the operator to completely cease movement of a motor vehicle in a lawful manner and location. For the purposes of this Section, "parked" does not mean a vehicle stopped in a lane of traffic due to either a lawful traffic control device, or the conditions on the roadway, or traffic congestion patterns then existing.

(6) Text message means a two-way communication (whether real-time or asynchronous) in which data (composed in whole or in part of text, numbers, images, or symbols) is sent, entered, or received by a method other than by voice and transmitted through either a short message service (SMS) or a computer network. This term includes instant messaging and e-mail. The term does not include a communication transmitted through a global positioning or navigation system.

B. Offense.

(1) It is an offense if the person uses a hand-held wireless communication device while operating a motor vehicle to:

- (a) Engage in a call;
- (b) Send, read or write a text message;
- (c) Take or view pictures or written text whether transmitted by internet or other electronic means, or access or view an internet website or software application;
- (d) Engage in gaming; or
- (e) Engage in any other use of the device while operating a motor vehicle. This includes holding the hand-held wireless communication device.

(2) This Section does not apply to an operator of a motor vehicle using a hand-held wireless communication device:

- (a) While the vehicle is legally parked as that term is defined herein, or is being driven on private property;
- (b) That is used with a hands-free wireless communication device;
- (c) If the operator is a law enforcement officer, firefighter, member of a governmental emergency medical services function, or member of a governmental emergency management function, and the operator is using the device to conduct official business related to the position; or
- (d) Who is licensed by the Federal Communications Commission while operating a radio frequency device, other than a hand held wireless communication device; or an operator using a two-way radio communication device.

(3) It shall be an affirmative defense to prosecution under this section that the person was using a hand-held wireless communication device for the purpose of:

- (a) Reporting illegal activity to a law enforcement agency;
- (b) Communicating with an emergency response operator, a fire department, a law enforcement agency, a hospital, a physician's office, or a health clinic regarding a medical or other emergency situation; or
- (c) In the reasonable belief that a person's life or safety is in immediate danger.

(4) Only warning citations may be issued from the effective date of the ordinance from which this Section derives through February 29, 2016, so

that an educational effort by the Town may be conducted to inform the public about the importance and requirements of this Section. Thereafter, a person convicted of an offense under this Section shall be fined in accordance with the following:

- (a) First offense shall have a minimum fine of \$100.00 and a maximum fine of \$500.00;
 - (b) Second offense shall have a minimum fine of \$200.00 and a maximum fine of \$500.00; and
 - (c) Third and subsequent offenses shall have a minimum fine of \$500.00.
 - (d) Each day's violations shall constitute a separate and distinct offense. Any prior conviction under this ordinance will count towards a second and third charge regardless of when it occurred.
- (5) An offense under this Section is not a moving violation and may not be made a part of a person's driving record or insurance record.
- (6) To the extent that this Section conflicts with the V.T.C.A., Transportation Code § 545.424, as amended, regarding the use of wireless communication devices while operating a motor vehicle by minors, or V.T.C.A., Transportation Code § 545.425, as amended, regarding use of wireless communication devices in school crossing zones, state law shall control.”

Section 3. PENALTY. A person commits an offense, if he or she knowingly performs an act prohibited by this ordinance or knowingly fails to perform an act required by this ordinance. Any person who violates any provision of this ordinance shall be subject to a fine of not more than \$500 for each offense.

Section 4. SAVINGS. This ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

Section 5. SEVERABILITY. The sections, paragraphs, sentences, phrases, clauses and words of this ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the Town Council hereby declares that it would have passed

such remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance are hereby repealed to the extent of that conflict.

Section 7. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED this the 5th day of JANUARY, 2016.

The Town of Little Elm, Texas

David Hillock, Mayor

ATTEST:

Kathy Phillips, Town Secretary