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, March 15, 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	n.m.
1.	Can to	Oruci	Council	WOLK DITO	J at 0.00	ν . 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- B. Items to be withdrawn from Consent Agenda.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. Update status of Farmers Market. (Parks and Recreation Director Chad Hyde).
- F. Update on Little Elm Parks. (Parks and Recreation Director Chad Hyde).
- G. Presentation on the 2016 Street Maintenance Program. (Director of Development Services Jason Laumer)
- H. Discuss and receive Council input on CAFR as of 09-30-15. (Chief Financial Officer Karla Stovall)
- I. 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.

- J. 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. Presentations:
 - A. Mayor Hillock to present Military Banners.
- 5. 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.
- 6. 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 February 25, 2016 Budget Workshop. (Town Secretary Kathy Phillips) 55
 - B. Minutes of the March 1, 2016 Workshop and Regular Meeting. (Town Secretary Kathy Phillips)
 - C. Final Plat Union Park, Phase 2A from Hillwood Communities, generally located east of Union Park Blvd West and south of Fishtrap Road, with Little Elm town limits. (Planning Manager Lisa Reich)
 - D. Final Plat Valencia on the Lake, Phase 3A from Petitt Barraza, LLC,
 generally located along Palmera Drive and Montesa Drive, within Little
 Elm town limits. (Planning Manager Lisa Reich)
 - E. Final Plat Valencia on the Lake, Phase 3C from Petitt Barraza, LLC, generally located along Barx Drive and Miramar Drive, within Little Elm town limits. (Planning Manager Lisa Reich)

- F. Award Contract to Quality Excavation for Sunset Pointe Retaining Wall for an amount not to exceed \$180,077.00 and authorize the Town Manager to execute the contract. (Purchasing Agenda Dawn Berry)
- 82

74

- G. Award RFP 2016-47 for mowing of ROW and Medians to Haven Landscaping and Irrigation, Inc. and authorize the Town Manager to execute the contract. (Purchasing Agent Dawn Berry)
- 82
- H. Approve amended 2015-2016 EDC Budget. (Executive Director of EDC Jennette Killingsworth)

93

- 7. Public Hearing: regarding a request for a Specific Use Permit for Minor Auto Repair Use on approximately 0.888 acres of land, generally located on the northwest corner of University Drive and FM 2931, currently zoned Planned Development-Light Commercial district (PD-LC). All interested citizens are welcome to attend the hearing and participate in same. (Please fill out from on the table outside council chambers if desire to speak prior to meeting).
 - A. Staff Comments:
 - B. Open Public Hearing:
 - C. Citizen Comments:
 - D. Close Public Hearing.

96

- E. Discussion and Action to adopt Ordinance No. 1319 an Ordinance of the Town of Little Elm, Texas amending the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, herefore amended, by issuing a Specific Use Permit for Minor Auto Repair Use on approximately 0.888 acres of land, currently zoned Planned Development-Light Commercial District (PD-LC), generally located on the northwest corner of University Drive and FM 2931, providing that this Specific Use Permit is established subject to certain conditions as set forth herein; providing a saving clause; correcting the official zoning map; providing a penalty; providing a severability clause; providing a repealer clause; and providing an effective date. (Planning Manager Lisa Reich)
- 8. Reports and requests for Town Council consideration and appropriate action:
 - A. Discussion and Action on acceptance and receipt of the Town's Comprehensive Annual Report for the fiscal year ended 09-30-2015. (Chief Financial Officer Karla Stovall)

106

B. Discussion and Action to adopt Ordinance No. 1320 an Ordinance altering the prima facie speed limits established for vehicles under the provisions of Transportation Code, Section 545.356, upon Eldorado Parkway between Oak Grove Parkway and Little Elm Parkway, within the corporate limits of

107

the Town of Little Elm as set out in the Ordinance; and repealing all Ordinances in conflict herewith; providing a penalty of a fine not to exceed \$200.00 for the violation thereof; providing a severability clause; providing for publication and an effective date of this Ordinance. (Director of Development Services Jason Laumer)

- C. Discussion and Action to approve a Task Order for the Comprehensive
 Plan, Impact Fee Update, and Reuse/Irrigation Master Plan between the
 Town of Little Elm and Freese & Nichols for the amount of \$320,000 and
 authorize the Town Manager to execute a contract for the same. (Director
 of Development Services Jason Laumer)
- 9. FYI: (All matters are provided to the Town Council for informational purposes only)
 - A. Town Secretary Monthly Report for February 2016.
 - B. Development Services Monthly Report for February 2016.
 - C. Public Works Monthly Report for February 2016.
 - D. Police Department Monthly Reports for February 2016 169
 - E. Fire Department Monthly Reports for February 2016.
 - F. Parks, Recreation and Library Monthly Reports for February 2016.
- 10. 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.
- 11. 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.
- 12. 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 11th day of March 2016.

PARKS DIRECTOR CHAD HYDE

TO GIVE UPDATE ON FARMERS MARKET

PARKS DIRECTOR CHAD HYDE

TO GIVE STATUS REPORT ON LITTLE ELM PARKS

TOWN OF LITTLE ELM

WORKSHOP AGENDA INFORMATION SHEET:

COUNCIL

MEETING DATE: March 15, 2016

PROJECT: Presentation by Town Staff on the 2016 Street Maintenance

Program

DESCRIPTION: The Town's street and road repair and maintenance program

allows the Town to use the best methods to perform a variety of repair and maintenance projects. To perform moderate size repair and maintenance projects throughout the fiscal year the Town uses the bid process. The unit prices are good for the life of the annual contract, and allow the Town to get the most work

done for the best price in the quickest amount of time.

Staff will discuss this year's program and items expected to be

funded out of the street maintenance fund along with a discussion on all the existing streets in the Town that are not concrete and the costs of a program to rebuild/rehab them to

concrete.

COST: N/A

FUNDING: N/A

SCHEDULE: Town Staff will put together next bid package for construction

in May

RECOMMENDED

ACTION: N/A

TOWN CONTACT: Jason W. Laumer, P.E.

Director of Development Services

JLaumer@littleelm.org

(214) 975-0473

Kevin Mattingly

Director of Public Works KMattingly@littleelm.org

(972) 377-5556

ATTACHMENTS: 1. ASM 2016 Presentation

LITTLE ELM 2016

ANNUAL STREET MAINTENANCE

PRESENTATION





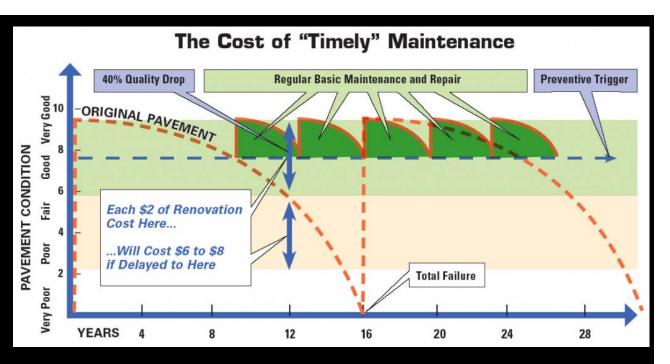




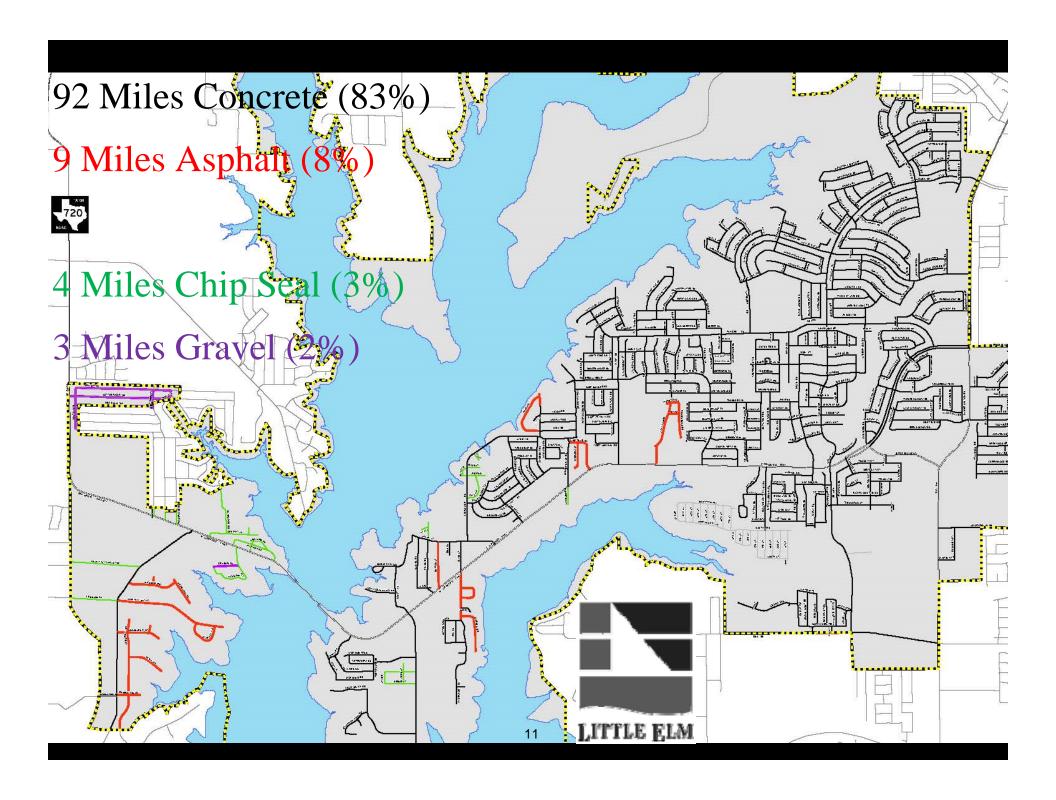




ASM 2016



- Town Uses an Annual Street Maintenance Program
- Combination of In-House and Contractor Work
- ❖ Program is funded from General Fund, Drainage Fund, and Street Maintenance Sales Tax Approved by Voters
 - ❖ General Fund \$300,000 (this fiscal year)
 - ❖ Streets Fund \$780,000 (increasing as Town grows)





Work In-Progress & Recently Completed

- **❖** TxDOT
 - ❖FM 720 North
 - ❖FM 423 North
- **❖** Witt Road
- Clark/Button St.
- ❖ Doe Creek Road
- ❖ Navo Road
- Rockhill Parkway
- Dickson Lane



- Eldorado Parkway
- Union Park Blvd
- **❖** ASM 2015
- **❖** Beard Park
- Rockhill Parkway



Concrete Panel Replacement





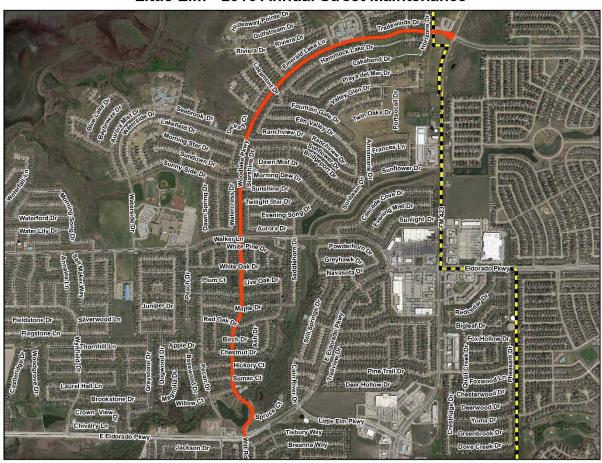






Concrete Repair – Woodlake Parkway

Little Elm - 2016 Annual Street Maintenance



Concrete - 20 Panels Woodlake Pkwy



Concrete Repair – Wynfield Drive



Concrete - 8 Panels Wynfield Dr



Concrete Repair – Witt Road



Concrete - 6 Panels Witt Rd



Concrete Repair – Lake Haven Drive



Concrete - 8 Panels Lake Haven Dr



Concrete Repair – Cliffrose Drive

Little Elm - 2016 Annual Street Maintenance



Concrete - 6 Panels Cliffrose Dr

Sidewalk and Curb Repair







LITTLE ELM







Sidewalk and Curb Concrete Repair – Villages of Woodlake

Little Elm - 2016 Annual Street Maintenance



Sidewalk and Curbs - Villages of Woodlake



Sidewalk and Curb Concrete Repair – Villages of Woodlake



Sidewalk and Curbs - Walker to Eldorado Pkwy

Injection Concrete Lifting











Injection Concrete Lifting – Sunset Pointe Phases 8, 16-24



Injection - Sunset Point Phases: 16-24



Injection Concrete Lifting – Woodlake Parkway



Injection - Woodlake Pkwy



Injection Concrete Lifting – Witt Road



Injection - Witt Rd. (E. Eldorado to Candler Club Way)



2 – Course Chip Seal











2 - Course Chip Seal – Highland Drive & Hillcrest Circle



Chip Seal - Highland Cir and Meadow Ln



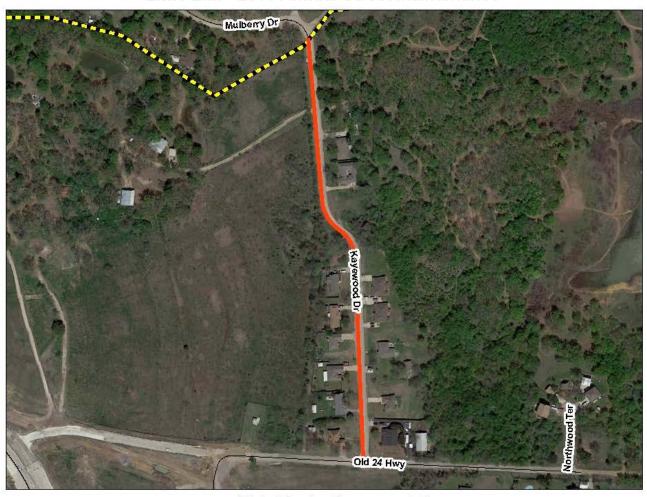
2 - Course Chip Seal – Highland Drive & Hillcrest Circle



Chip Seal - Edgewood Dr., Greenwood Dr. and Oakland Pl



2 - Course Chip Seal – Highland Drive & Hillcrest Circle



Chip Seal - Kayewood Dr

Crack Sealing



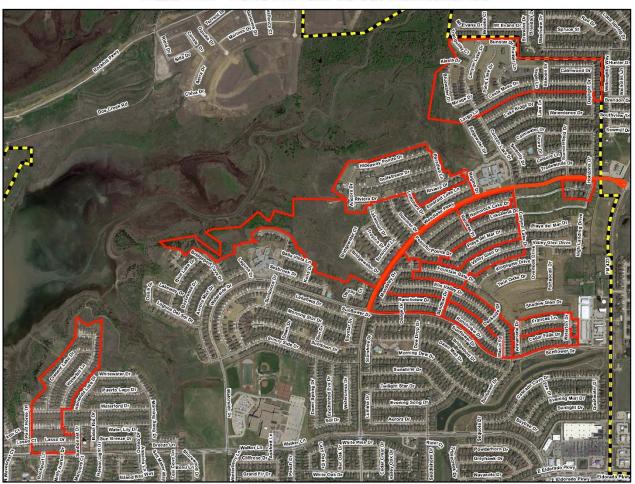








Crack Sealing – Sunset Pointe Phases 8, 16-24, & Woodlake Parkway



Crack Seal - Sunset Point Phases 8, 16-24 & Woodlake Pkwy



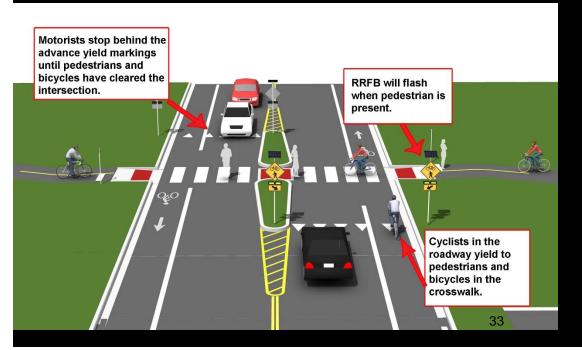
Crack Sealing – Eldorado Estates West (south)

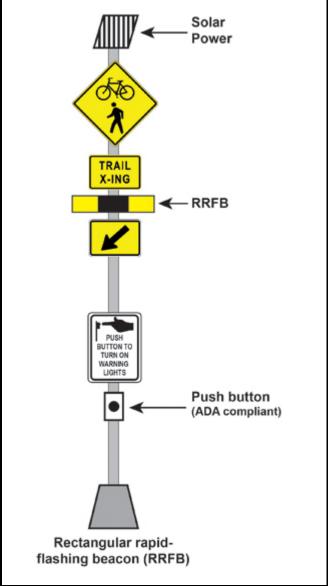


Crack Seal - Eldorado Estates West (south of Eldorado Pkwy)

Rectangular Rapid Flash Beacons

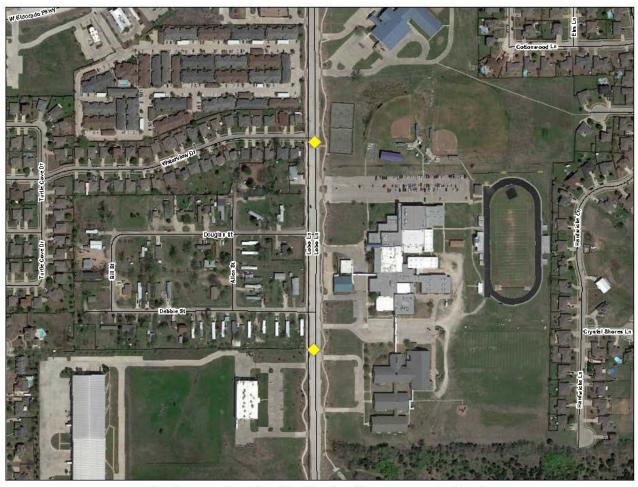








Rectangular Rapid Flash Beacons – Lobo Lane



Rectangular Rapid Flash Beacons - Lobo Lane



Future Rebuilds – Dickson (FY 2017)



\$750K



Future Rebuilds – Button Street (FY 2018)



\$750K

Future Rebuilds – In Design

Misc. Side Streets

Faye Circle

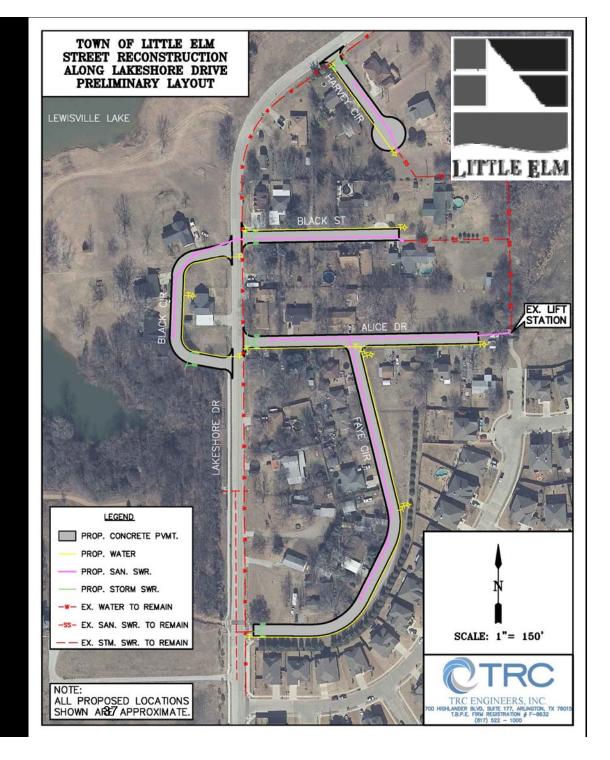
Harvey Circle

Alice Drive

Black Street

Black Circle

Woodrow Circle



STREET MAINTENANCE BID PROJECTS (2016)	
CONCRETE- Woodlake Parkway, Wynfield Drive, Witt Road, Cliffrose Drive, and Lake Haven -	\$200,000
CONCRETE SIDEWALK & CURB REPAIR -	\$130,000
INJECTION CONCRETE LIFTING -	\$125,000
CHIP SEAL - Highland Circle, Greenwood, Edgewood, Kaye Oakland, and Meadow Lane -	wood, \$225,000
CRACK SEAL - Preventative Maintenance Glencove, Arbor Creek, Woodlake Parkway, Sunset Pointe -	\$70,000
STREETS REDONE (Design Only) - Button Street, Lakeside Misc Streets, & Dickson Pavement and Drainage Rebuild	\$140,000
MAILBOX LEVELING -	\$10,000
STAMPED CONCRETE - Maintenance & Sealing -	\$40,000
Rectangular Rapid Flash Beacons – Eldorado Parkway at Whispering Trail and Walker Lane & Ashford/Peach/Watersi	de - \$35,000
Total Project Costs:	\$975,000

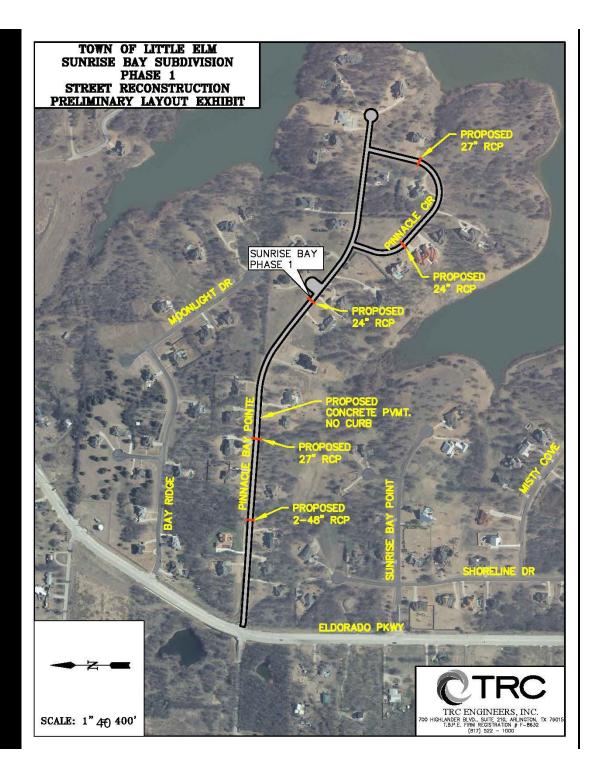


MAJOR FUTURE CIP

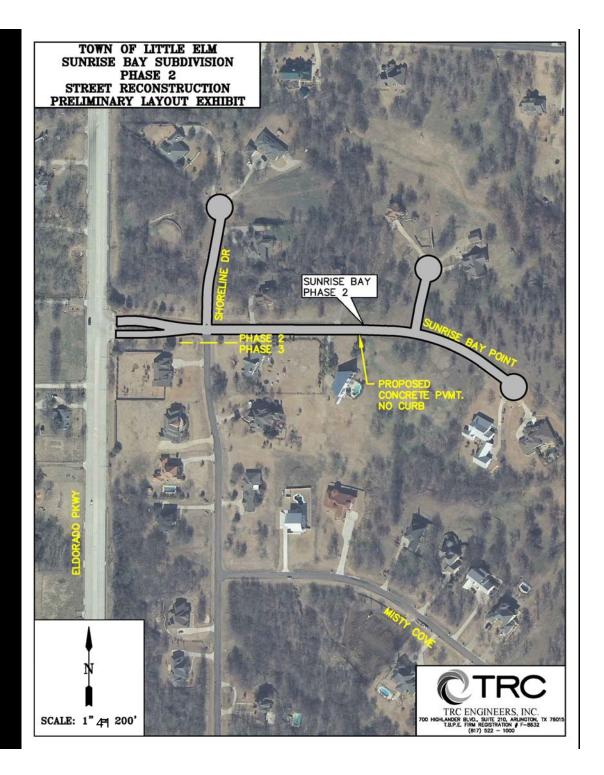
- King Road
- Hill Lane
- Hilltown Subdivision
- Fishtrap Road
- ❖ Oak Grove Parkway and Extension of FM 2931 South
- King Road Bridge (Twin Bridges)



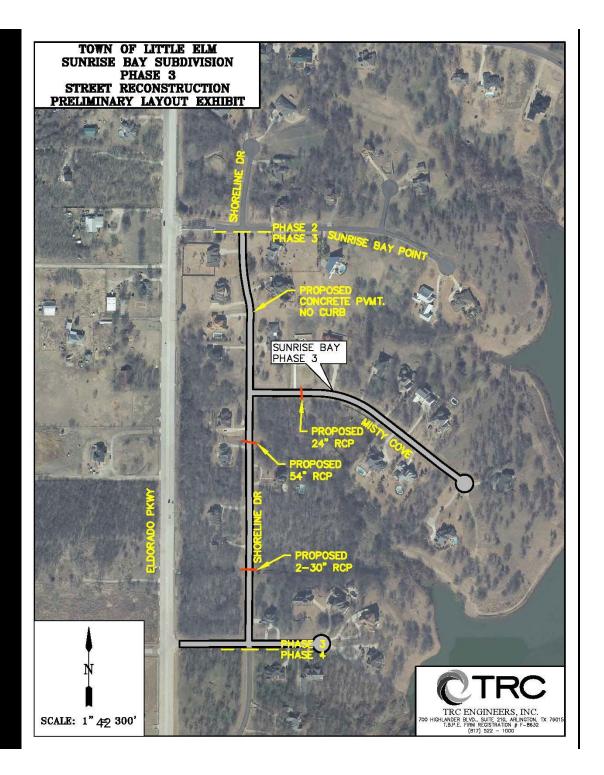




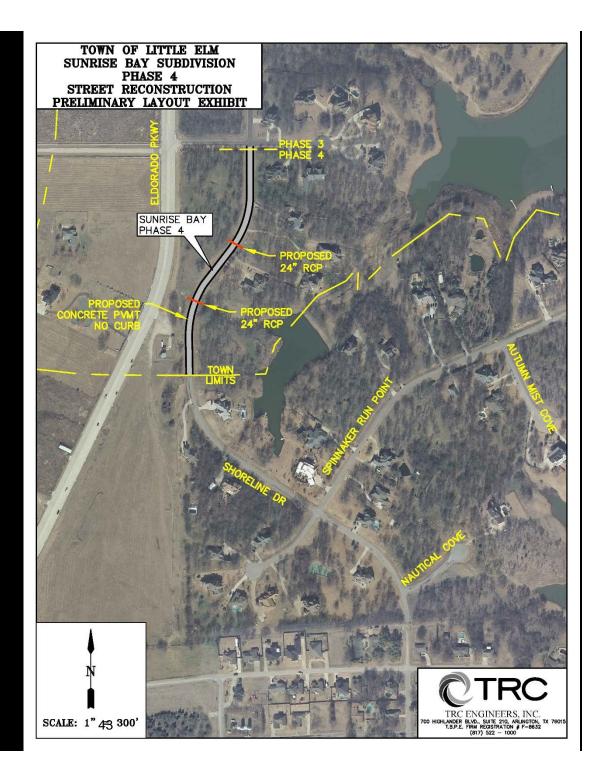






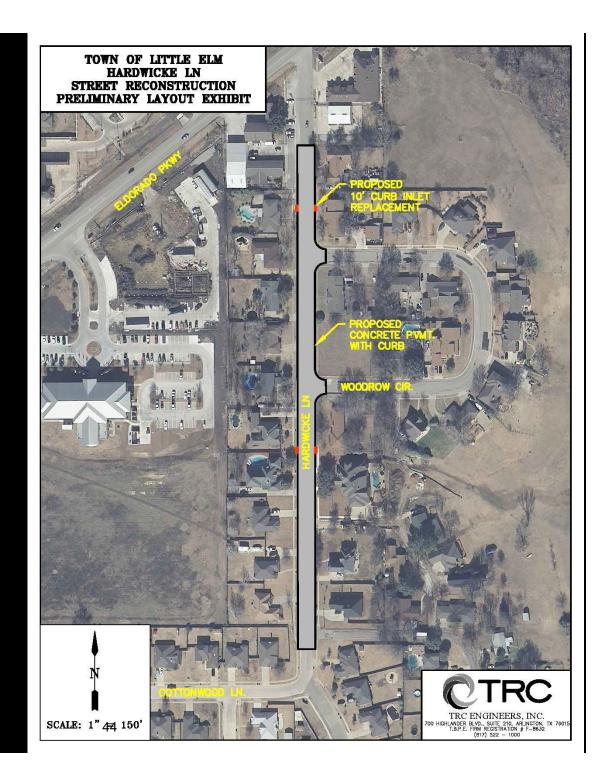






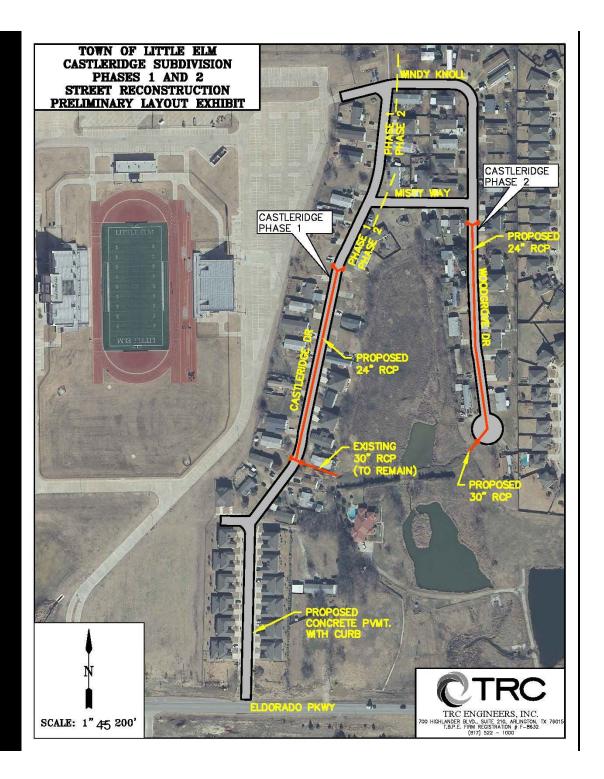


Future Rebuilds
Hardwicke



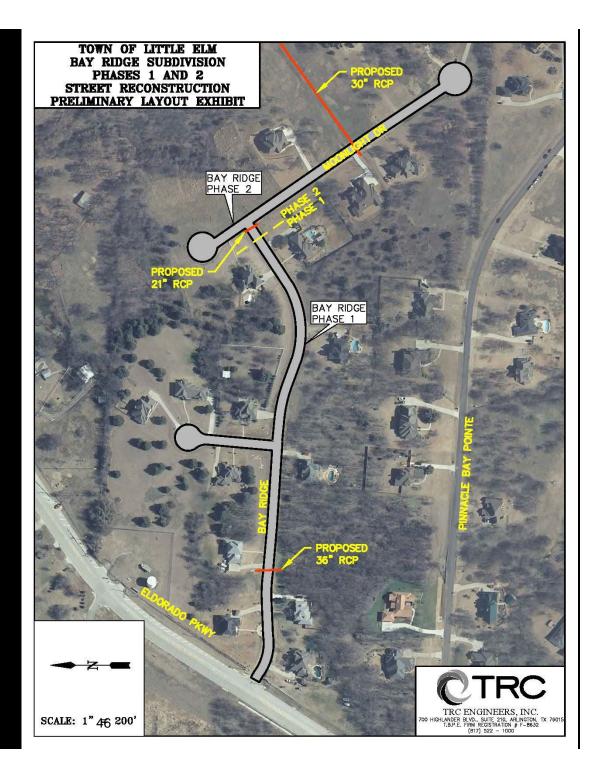


Future Rebuilds
Castleridge



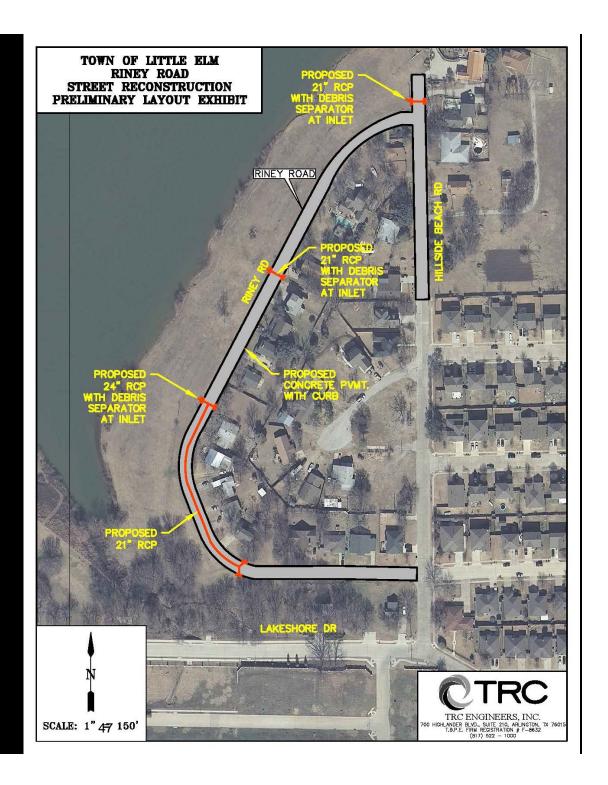


Future Rebuilds
Bayridge Estates





Future Rebuilds
Riney Road

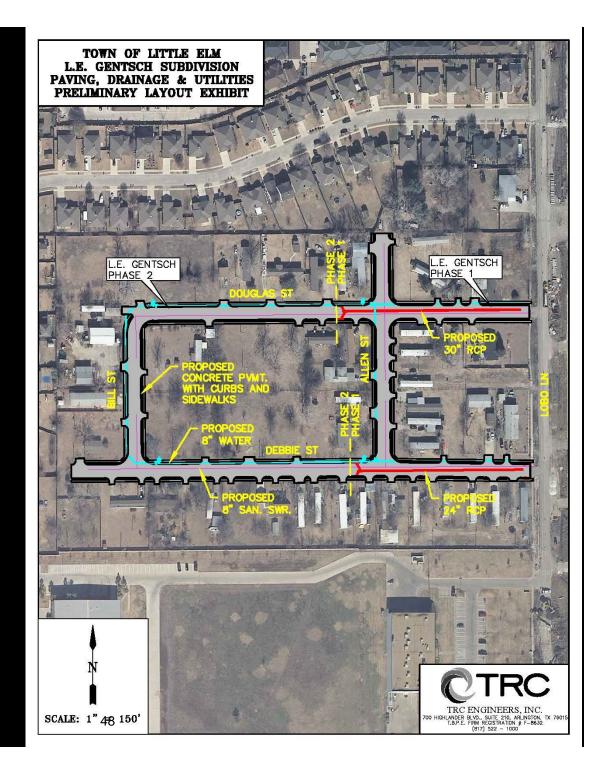




Future Rebuilds

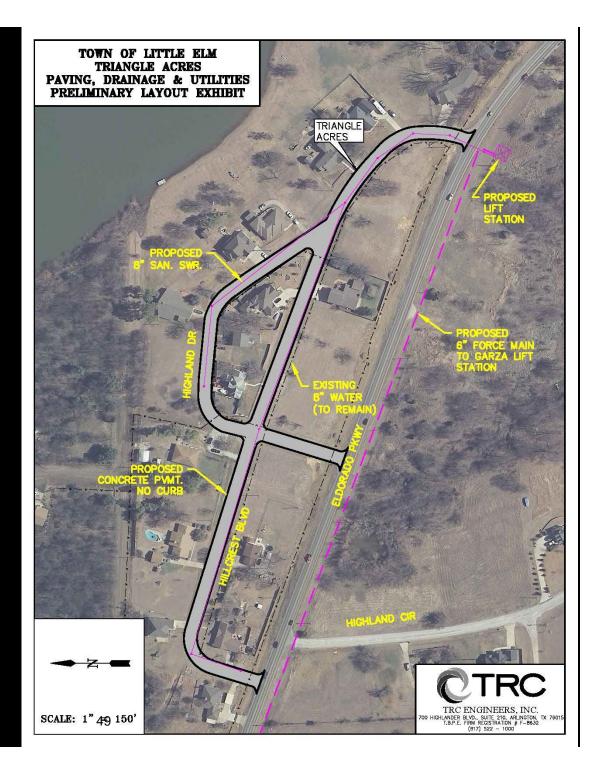
LE Gentsch

Cottonwood Estates



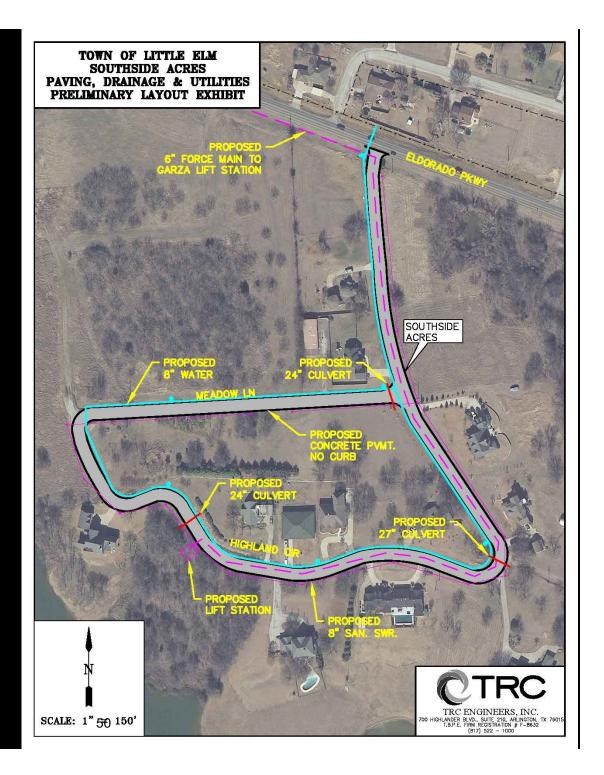


Future Rebuilds
Triangle Acres



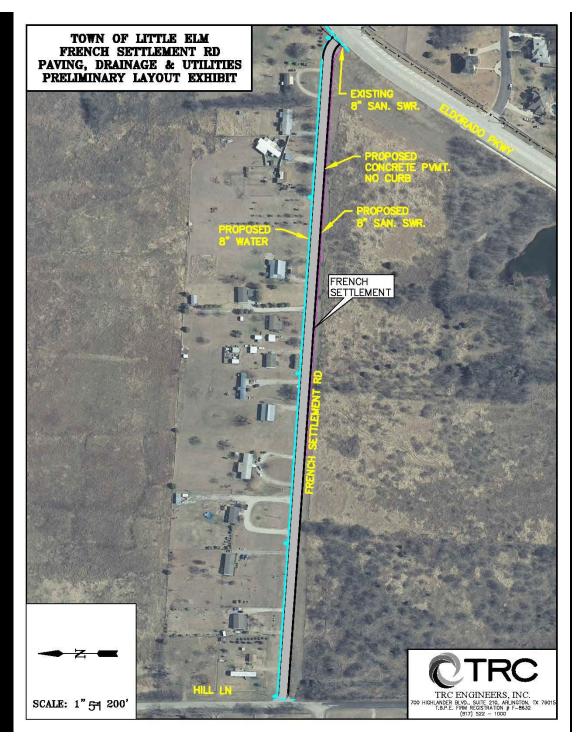


Future Rebuilds
Southside Acres



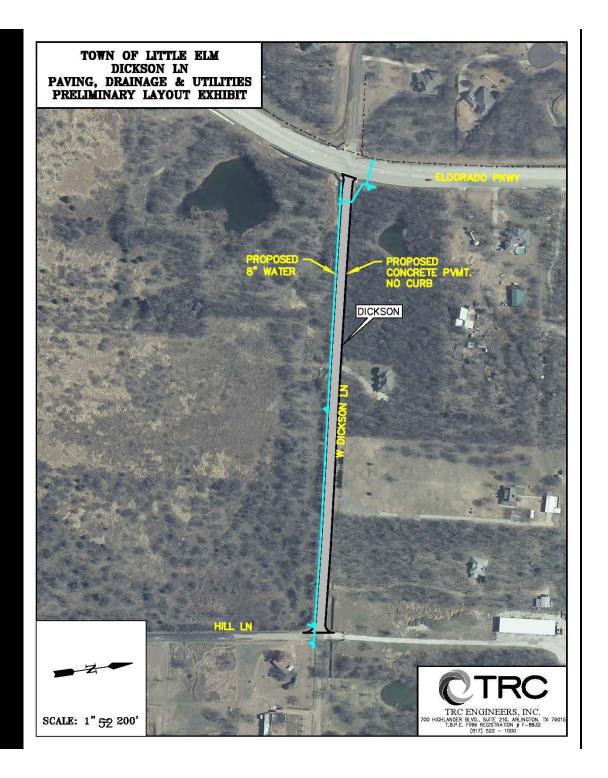


Future Rebuilds
French Settlement



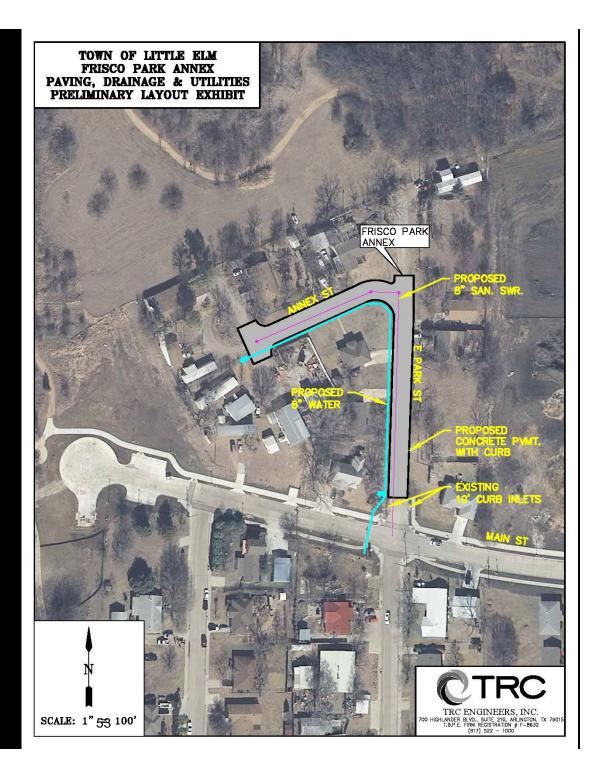


Future Rebuilds
Dickson





Future Rebuilds
Park Annex





QUESTIONS? COMMENTS?

DOUG PEACH ASSISTANT TOWN MANAGER

DPEACH@LITTLEELM.ORG

(214) 975-0475

KEVIN MATTINGLY
DIRECTOR OF PUBLIC WORKS

KMATTINGLY@LITTLEELM.ORG

(972) 377-5565

JASON W. LAUMER, P.E.
DIRECTOR OF DEVELOPMENT SERVICES

JLAUMER@LITTLEELM.ORG

(214) 975-0473









Town of Little Elm 100 W Eldorado Parkway http://www.littleelm.org

SPECIAL MEETING Council Budget Workshop

Thursday February 25, 2016

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

- 1. Called to Order at 6:02 p.m.
- 2. Budget discussion. Town Manager stated that this was annual tradition and appreciated everyone taking time to be there. Staff is looking for early feedback, as this process is very detailed and wanted to get council direction up front. This meeting was the start of the budget kick off. Staff is hoping to present a true five balanced budget. With the explosion of growth on US Hwy 380 (Valencia, Union Park, three (3) apartment complexes, etc.) we need to address and by able to sustain. The Town Manager went over the budget calendar of important dates to meet in order to adopt the budget prior to October 1st. Staff works together to see the big picture of all the departments and knows the limited amount of resources available. We work together as a team to present a balance budget to council. Matt gave a power point presentation regarding the process flow: Mission-Vision, Strategic Goals, Long Term Objectives, Action Items, and Budget & Implementation. Also presented were the Planned Capital Projects and Five Year Staffing Plan. Items for discussion up by Council: better street lighting around Robinson/Wynfield/Sunset Pointe areas, Sunrise Bay, Bay Ridge, Hilltown, French Settlement and Hill Lane roads, contract of staffing, use of school for workers in training program and joint fleet maintenance with the ISD.

3. Adjourned meeting at 8:00 p.m.	
Respectfully,	
Town Secretary	
Passed and Approve thisday of	, 2016.

MINUTES Town of Little Elm 214-975-0404

http://www.littleelm.org

WORKSHOP AND REGULAR TOWN COUNCIL MEETING Tuesday March 1, 2016

Present: David Hillock Mayor, Michael McClellan Mayor Pro-tem, Council members James Dominy, Neil Blais, Chip Norman, Nick Musteen, and Stephanie Shoemaker. **Staff:** Robert Brown, Matt Mueller, Doug Peach, Joe Florentino, Kathy Phillips, Karla Stovall, Dee Dee Hale, Jason Laumer, Kim Brawner, Jennette Killingsworth, Chad Hyde, Kevin Mattingly, Brian Roach, Rodney Harrison, and Greg Wilkerson.

1. Call to Order Work Shop at 6:00 p.m.

- a. Invocation:
- b. Items to be withdrawn from Consent Agenda. Item (f) was discussed and alternate terms changed to two year terms per town charter. Can approve contingent upon changes being made.
- 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. Discussion regarding Police/School Liaison Interlocal Agreement between the Town and Denton ISD to provide police services (two full time officers and fully equipped police vehicle) to staff School Resource Officer positions at Navo Middle School and Braswell High School: *Chief of Police Rodney Harrison* stated that the Denton ISD Board of Trustees recently approved the staffing and subsequent funding of law enforcement personnel to two campuses within their District and inside the Town Limits per Denton ISD protocol. The two positions will be staffed and managed by the LEPD and the Interlocal proposed provides that the Denton ISD will fund 75% of the cost associated with the officers and Little Elm with fund 25% of the cost. The Denton ISD will also fully fund the cost of one fully equipped police vehicle.
- f. Discussion regarding Police/School Liaison Interlocal Agreement between the Town and Little Elm ISD to provide police services (four full time officers, a full time sergeant, training funds, and two fully equipped police vehicles) to staff School Resource Officer positions within the Little Elm Independent School District: *Chief of Police Rodney Harrison* informed Council that the LEISD Board of Trustees recently approved additional staffing of law enforcement at their campuses within their district. The positions will be staffed and managed by the LEPD and the Interlocal provides that LEISD will fund 75% of the cost associated with the Officers and Sergeant and the Town will fund 25%. The LEISD will also fully fund the cost of two fully equipped police vehicles.
- g. Discussion regarding Interlocal Agreement between the Town and Denton County Fresh Water Supply District #8-C to provide law enforcement services:

- Chief of Police Rodney Harrison informed Council that the LEPD has provided law enforcement services to the DCFWSD #8-C since 2012. The PD seeks to continue providing services on a renewed 5 year Interlocal Agreement which is more financially equitable for both parties than previous agreements. The agreement includes provisions for the District to provide for salaries and benefits for two full time officers, fees for administrative police services and the cost of one fully equipped police vehicle as invoiced. This would be \$0 cost to Town.
- h. Discussion regarding 2016 Issuance of Certificates of Obligation and Refunding: *Chief Financial Officer Karla Stovall* informed Council that the certificates of obligation in an amount not be exceed \$8,000,000 for the Town's Waterworks and Sewer System improvements and refunding opportunities that could generate rate saving for the Town is on the agenda tonight for council consideration. Mark McLiney representative from SAMCO Capital Markets, Inc. presented council with handout showing amount if refunding the 2005 and 2006 bonds; savings would be \$631,433.
- i. Discussion regarding Town's Thoroughfare Map Update: *Director of Development Services Jason Laumer* stated that Staff is working on several developments and is recommending a revised updated thoroughfare map to put on some updated roadways sooner, rather than later on the thoroughfare map prior to the start of the Comprehensive Plan update over the next 12 months. Staff working on public hearing, notice for paper and will place on next Council meeting if approved.
- j. Discussion regarding the Farmers Market: *Town Manager Matt Mueller and* Parks *Director Chad Hyde* addressed this item; this was a grant program (which grant monies have expired and special events person has moved on). When first started attendance was around 450 people, last year was around 250 visitors. It takes a lot of staff hours to procure vendors and set up and take down tents. A lot of intensive labor involved. With Frisco building a large venue close by staff would like to get council direction. Suggestions: Host one night during week, host at Music in the Park, are there any non-profits to take over, possibly run by one of the vendors, have during Autumn Fest event. Once Lakefront is up and going possible location. If we can't make it an awesome event, wait to make right. Staff will look at other possible options and bring update back to council.
- k. Presentation of monthly updates from department heads: *Fire Chief Brian Roach* informed council the New Joint Venture (ILA) with Prosper had been executed by both parties and press release out.
- 1. 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. Public Comments: None

- 5. Upon motion by Council member Blais and second by Council member McClellan the members *voted 7-0* to approve the Consent Agenda as presented:
 - a. Minutes of the February 16, 2016 Workshop and Regular Meeting.
 - b. **Award** construction contract for the Kings Crossing Landscape Improvements Project for an amount not to exceed \$44,147.25 to Haven Landscaping and authorize the Town Manager to execute a contract for the same.
 - c. **Interlocal Agreement** for Police/School Liaison between the Town of Little Elm and Denton ISD.
 - d. **Interlocal Agreement** for Police/School Liaison between the Town of Little Elm and Little Elm ISD.
 - e. **Interlocal Agreement** for Law Enforcement Services between the Town of Little Elm and Denton County Fresh Water Supply District #8-C.
 - f. Appoint Joe Freddy to position #2 on the Board of Adjustment, term expiring 02-28-18. Appoint Shelby Kinsall to position #8 on the Alternate Panel, expiring 02-28-19. Reappoint Brian Rawlings to position #2 on the Planning and Zoning Commission, term expiring 02-28-19. Appoint Steven Horn to position #3 on the Planning and Zoning Commission, term expiring 02-28-17. Reappoint Yvonne Allen-Esakoff to position #5 Planning and Zoning Commission, term expiring 02-28-19. Appoint Asher Bradshaw to position #6 on the Planning and Zoning Commission, term expiring 02-28-17. Appoint Rod Luther to position #7 on the Planning and Zoning Commission, term expiring 02-28-18.
 - g. **Approve** Valencia on the Lake Agreement Partial Release of Phases #2-5 Major Improvements Landowner Agreement-Valencia PID for the Future 18.244 acre LEISD School Site between the Town of Little Elm and Valencia on the Lake, L.P. and authorize the Town Manager to execute for the same.
 - h. Approve Valencia on the Lake Partial Release of Agreement Regarding Right of Redemption and Waiver of Agricultural Valuation-Valencia PID for the future 18.224 acre LEISD School Site between the Town of Little Elm, the Bank of New York Mellon Trust Company, National Association, and Valencia of the Lake, L.P. and authorize the Town Manager to execute for the same.
 - i. **Authorize** purchase to replacement vehicles from Caldwell Country Chevrolet for an amount not to exceed \$191,680.00.
 - j. **Authorize** purchase bunker gear from Municipal Emergency Services for an amount not to exceed \$61,390.56.
 - k. **Approve** Contract with Illumination Fireworks, LLC. for special event pyrotechnics for an amount not to exceed \$37,900.00 and to authorize the Town Manager to execute the contract.

6. Reports and requests for Town Council consideration and appropriate action:

a. Upon motion by Council member Shoemaker and second by Council member Norman the members *voted 7-0* to adopt Ordinance No. 1314 an Ordinance of the Town Council of the Town of Little Elm, Texas ("Town"), authorizing certain budget amendments pertaining to the Fiscal Year 2015-2016 Budget; and providing for an effective date. (DISD)

- b. Upon motion by Council member Norman and second by Council member Blais the members *voted 7-0* to adopt Ordinance No. 1315 an Ordinance of the Town Council of the Town of Little Elm, Texas ("Town"), authorizing certain budget amendments pertaining to the Fiscal Year 2015-2016 Budget; and providing for an effective date. (LEISD)
- c. Upon motion by Council member Shoemaker and second by Council member Dominy the members *voted 7-0* to adopt Ordinance No. 1316 an Ordinance of the Town Council of the Town of Little Elm, Texas ("Town"), authorizing certain budget amendments pertaining to the Fiscal Year 2015-2016 Budget; and providing for an effective date. (DCFWSD #8-C)
- d. Upon motion by Council member McClellan and second by Council member Norman the members *voted 7-0* to adopt Resolution No. 03011601 to consider all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto.
- e. Upon motion by Council member Dominy and second by Council member Blais the members *voted 7-0* to approve Real Estate Sales Contact between the LEISD and Little Elm for 10.305 acre sites (Bus Barn, Learning Center, and Maintenance Office Properties) between the Town of Little Elm and Little Elm Independent School District and authorize the Town Manager to execute for the same.
- f. Upon motion by Council member McClellan and second by Council member Norman the members *voted 7-0* to approve Lease Agreement between the LEISD and Little Elm for 5.060 acre site (Bus Barn Property) between Town of Little Elm and Little Elm Independent School District and authorize the Town Mayor to execute for the same.
- g. Upon motion by Council member McClellan and second by Council member Shoemaker the members *voted 7-0* to adopt Ordinance No. 1317 an Ordinance of the Town of Little Elm, Texas, amending Chapter 74, "Parks and Recreation," of the Town's Code of Ordinances, by adding an Article V, "Utilization of Parks and Athletic Facilities and Regulation Regarding Athletic Organizations;" providing for repealing, savings, and severability clauses; and providing an effective date.
- h. Upon motion by Council member McClellan and second by Council member Shoemaker the members *voted 7-0* to accept Certificate of Unopposed Candidate for the May 7, 2016 election.

- i. Upon motion by Council member Blais and second by Council member McClellan the members *voted 7-0* to adopt Ordinance No. 1318 an Ordinance of the Town of Little Elm, Texas, canceling the May 7, 2016, General Election and declaring the unopposed candidates elected to office; providing for incorporation of premises; providing a cumulative repealer clause; providing a severability clause; providing for engrossment and enrollment; and providing an effective date.
- 7. Council convened in Executive Session at 7:28 p.m. pursuant to Texas Government Code:
 - 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.
- 8. Reconvened into Open Session at 8:30 p.m. 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. No Action Taken
 - Section 551.072 to discuss certain matters regarding real property. No Action Taken
 - Section 551.076 to discuss security matters. No Action Taken
 - Section 551.087 to discuss Economic Development. No Action Taken
- 9. Adjourned Workshop and Regular Meeting at 8:31 p.m.

Passed and Approved this	day of	2016.
Town Secretary		
reespectrumy,		

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT: 16-FP-001 Union Park, Phase 2A

HEARING DATES: Planning & Zoning Commission: 3/3/16

> **Town Council** 3/15/16

REQUEST: Proposal to final plat 103 residential lots

PROPOSED USE: Single Family Residential

LOCATION: The subject property is generally located east of Union Park Boulevard

West and south of Fish Trap Road, within Little Elm town limits.

SIZE: Approximately 33.219 acres

CURRENT ZONING: Single Family (PD-SF4)

EXISTING USE / SITE Undeveloped

ATTRIBUTES:

Hillwood Communities **APPLICANT:**

PROPERTY OWNER: Hillwood Communities

PLANNING ANALYSIS: The applicant is in the process of completing staff's requested

> revisions, including adding a roundabout at the intersection of Union Park Boulevard West and Fish Trap Road. The proposed plat is in compliance with Little Elm's subdivision regulations, subject to staff's

requested revisions being completed.

RECOMMENDED

ACTION:

Staff recommends approval of the Final Plat, subject to staff's

requested revisions being completed.

On March 3, 2016, the Planning & Zoning Commission recommended approval of the final plat subject to staff's requested items being

completed.

TOWN CONTACT: Lisa Reich - Town Planner

ATTACHMENTS: Location Map

Final Plat





Location Map

Union Park Phase 2A
Town of Little Elm
Denton County, TX
Date: 2/9/2016



Legend

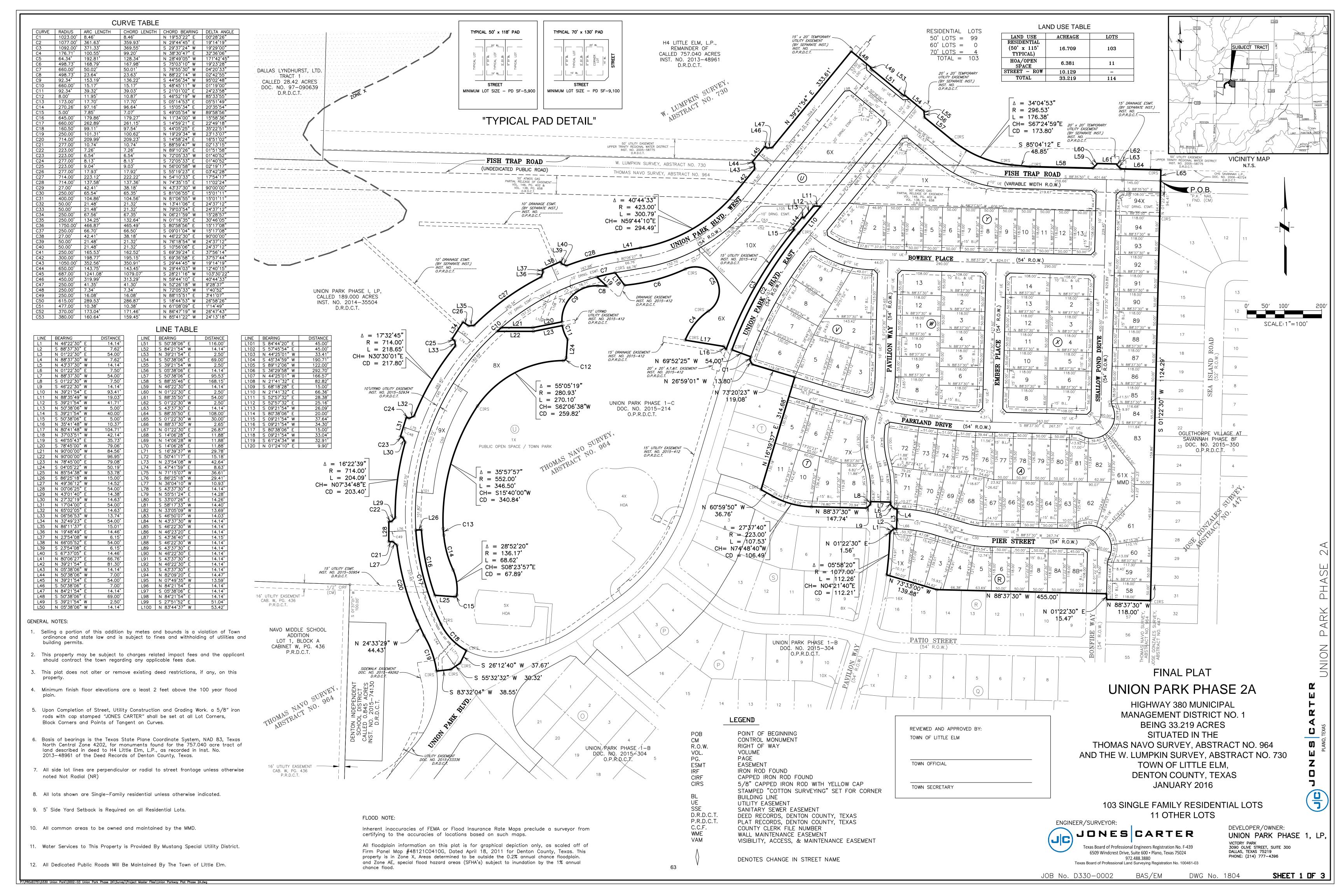


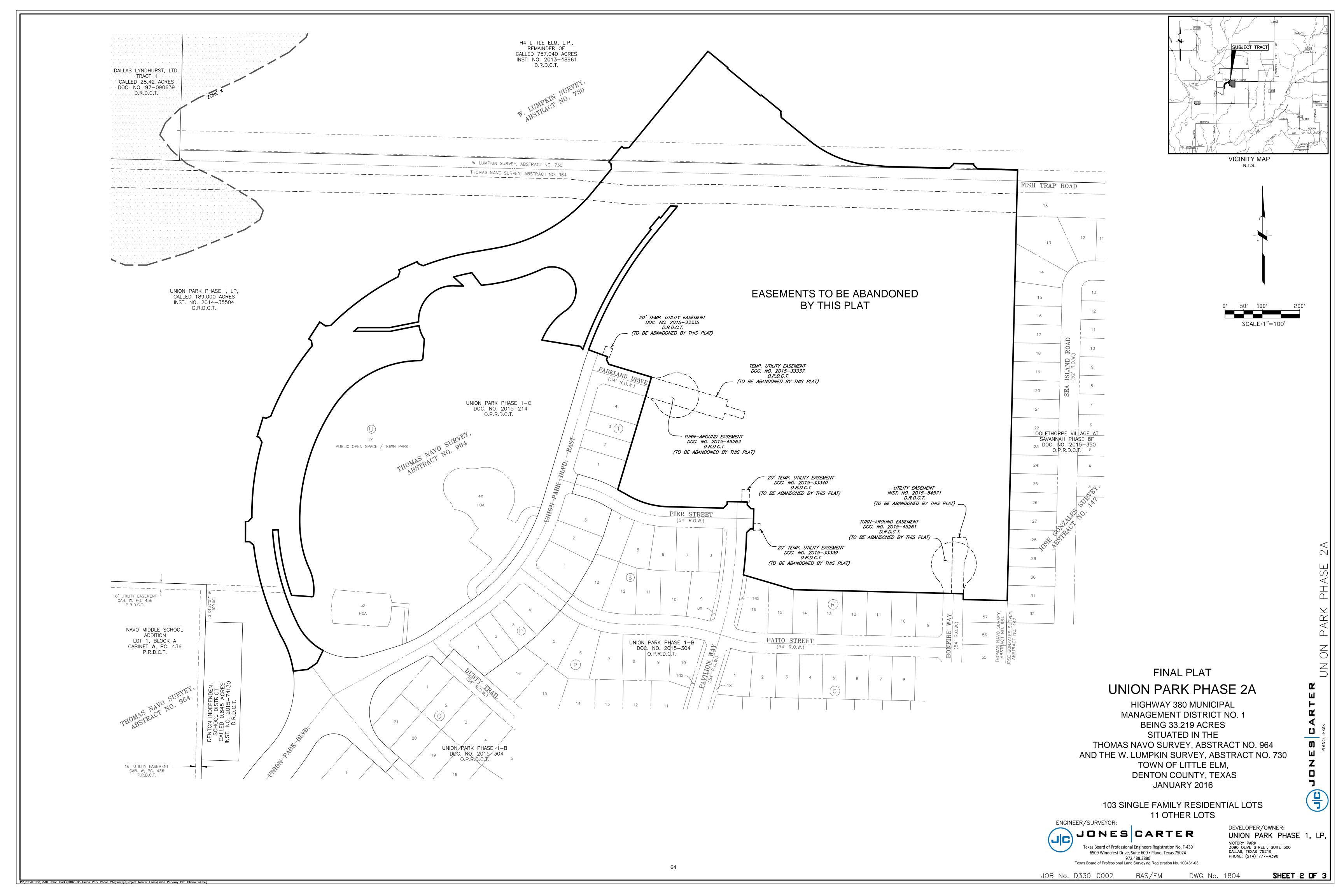




This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

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.





COUNTY OF DENTON:

WHEREAS, H4 Little Elm, L.P. and Union Park Phase I, L.P., are the owner(s) of a tract of land situated in the Thomas Navo Survey, Abstract No. 964, Denton County Texas, being part of a called 189,000 acre tract of land described in deed to Union Park Phase I, L.P., as recorded in Inst. No. 2014-33504 of the Deed Records of Denton County, Texas, (D.R.D.C.T.), also being a part of a called 757.040 acre tract of land described in deed to H4 Little Elm, L.P., recorded in Inst. No. 2013-48961, D.R.D.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a PK nail found in the north line of line of said Thomas Navo Survey, the south line of the William Lumpkin Survey, Abstract No. 730, lying in the approximate centerline of Fish Trap Road, an apparent prescriptive road right-of-way, also being the northwest corner of a called 168.605 acre tract of land described in deed to CHS Savanah, L.P., recorded in Inst. No. 2006-40724,

THENCE South 01 Degrees 22 Minutes 30 Seconds West, along the east line of said 189.000 acre tract, the west line of said 168.605 acre tract and the west line of Oglethorpe Village At Savannah Phase 8F, as recorded in Doc. No. 2015-350, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), a distance of 1124.29 to a 5/8" iron rod with cap stamped "Jones Carter" set for the northeast corner of Lot 57, Block A of Union Park Phase 1-B, as recorded in Doc. No. 2015-304 O.P.R.D.C.T.

THENCE along the northerly line of said Union Park Phase 1-B, the following courses:

North 88 Degrees 37 Minutes 30 Seconds West, a distance of 118.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 01 Degrees 22 Minutes 30 Seconds East, a distance of 15.47 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 88 Degrees 37 Minutes 30 Seconds West, a distance of 455.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 73 Degrees 33 Minutes 00 Seconds West, a distance of 139.88 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the beginning of a non-tangent curve to the left;

Northeasterly, along said non-tangent curve to the left having a central angle of 05 Degrees 58 Minutes 20 Seconds, a radius of 1077.00 feet, an arc length of 112.26 feet, a chord bearing of North 04 Degrees 21 Minutes 40 Seconds East and a chord length of 112.21 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 01 Degrees 22 Minutes 30 Seconds East, a distance of 1.56 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 46 Degrees 22 Minutes 30 Seconds East, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 88 Degrees 37 Minutes 30 Seconds East, a distance of 7.62 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 88 Degrees 37 Minutes 30 Second West, a distance of 7.62 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 01 Degrees 22 Minutes 30 Seconds East, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 43 Degrees 37 Minutes 30 Seconds West, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 01 Degrees 22 Minutes 30 Seconds East, a distance of 7.50 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 88 Degrees 37 Minutes 30 Second West, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 01 Degrees 22 Minutes 30 Seconds West, a distance of 7.50 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner; South 46 Degrees 22 Minutes 30 Seconds West, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

Degrees 48 Minutes 40 Seconds West and a chord length of 106.49 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 88 Degrees 37 Minutes 30 Second West, a distance of 147.74 feet to a 5/8" iron rod with cap stamped "Jones Carter" set forth beginning of a tangent curve to the right;

Northwesterly, along said tangent curve to the right having a central angle of 27 Degrees 37 Minutes 40 Seconds, a radius of 223.00 feet, an arc length of 107.53 feet, a chord bearing of North 74

North 60 Degrees 59 Minutes 50 Second West, a distance of 36.76 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the southwest corner of Lot 1, Block T, Union Park Phase 1-C as

THENCE along the easterly and northerly line of said Union Park Phase 1-C, the following courses:

recorded in Doc. No. 2015-214, O.P.R.D.C.T.;

North 16 Degrees 39 Minutes 37 Second East, a distance of 314.68 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 73 Degrees 20 Minutes 23 Second West, a distance of 119.08 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 26 Degrees 59 Minutes 01 Second West, a distance of 13.80 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the beginning of a non-tangent curve to the right;

Northeasterly, along said non-tangent curve to the right having a central angle of 00 Degrees 28 Minutes 26 Seconds, a radius of 1023.00 feet, an arc length of 8.46 feet, a chord bearing of North 19 Degrees 53 Minutes 22 Seconds East and a chord length of 8.46 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 69 Degrees 52 Minutes 25 Second West, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the right;

Northeasterly, along said non-tangent curve to the right having a central angle of 19 Degrees 14 Minutes 19 Seconds, a radius of 1077.00 feet, an arc length of 361.63 feet, a chord bearing of North 29 Degrees 44 Minutes 45 Seconds East and a chord length of 359.93 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 39 Degrees 21 Minutes 54 Second East, a distance of 93.41 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 88 Degrees 35 Minutes 49 Second West, a distance of 19.03 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 39 Degrees 21 Minutes 54 Second West, a distance of 41.71 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 50 Degrees 38 Minutes 06 Second West, a distance of 5.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 39 Degrees 21 Minutes 54 Second West, a distance of 40.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 50 Degrees 38 Minutes 06 Second East, a distance of 5.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the left;

Southwesterly, along said non-tangent curve to the left having a central angle of 19 Degrees 29 Minutes 00 Seconds, a radius of 1092.00 feet, an arc length of 371.33 feet, a chord bearing of South 29 Degrees 37 Minutes 24 Seconds West and a chord length of 369.55 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 35 Degrees 41 Minutes 48 Second West, a distance of 10.37 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 80 Degrees 41 Minutes 48 Second West, a distance of 104.71 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the right;

Northeasterly, along said non-tangent curve to the right having a central angle of 32 Degrees 36 Minutes 06 Seconds, a radius of 176.71 feet, an arc length of 100.55 feet, a chord bearing of North 38 Degrees 30 Minutes 47 Seconds East and a chord length of 99.20 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a reverse curve to the left;

Northwesterly, along said reverse tangent curve to the left having a central angle of 171 Degrees 42 Minutes 45 Seconds, a radius of 64.34 feet, an arc length of 192.81 feet, a chord bearing of North 28 Degrees 49 Minutes 05 Seconds West and a chord length of 128.34 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a reverse curve to the right;

Southwesterly, along said reverse tangent curve to the right having a central angle of 19 Degrees 23 Minutes 28 Seconds, a radius of 498.73 feet, an arc length of 168.79 feet, a chord bearing of South 75 Degrees 03 Minutes 10 Seconds West and a chord length of 167.98 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 37 Degrees 03 Minutes 51 Second West, a distance of 42.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the left;

Southwesterly, along said non-tangent curve to the left having a central angle of 04 Degrees 20 Minutes 33 Seconds, a radius of 660.00 feet, an arc length of 50.02 feet, a chord bearing of South 76 Degrees 55 Minutes 30 Seconds West and a chord length of 50.01 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 46 Degrees 55 Minutes 43 Second East, a distance of 35.73 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the right;

Northwesterly, along said non-tangent curve to the right having a central angle of 02 Degrees 42 Minutes 55 Seconds, a radius of 498.73 feet, an arc length of 23.64 feet, a chord bearing of North 88

Degrees 22 Minutes 14 Seconds West and a chord length of 23.63 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a reverse curve to the left;

Southwesterly, along said reverse tangent curve to the left having a central angle of 95 Degrees 02 Minutes 48 Seconds, a radius of 92.34 feet, an arc length of 153.19 feet, a chord bearing of South 44

Degrees 56 Minutes 34 Seconds West and a chord length of 136.22 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 78 Degrees 45 Minutes 00 Second West, a distance of 79.06 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 90 Degrees 00 Minutes 00 Second West, a distance of 84.56 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the left;

Southwesterly, along said non-tangent curve to the left having a central angle of 01 Degrees 19 Minutes 00 Seconds, a radius of 660.00 feet, an arc length of 15.17 feet, a chord bearing of South 48 Degrees 45 Minutes 11 Seconds West and a chord length of 15.17 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 90 Degrees 00 Minutes 00 Second East, a distance of 96.95 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

PROJECTS\D330 Union Park\0002-03 Union Park Phase 2A\Survey\Project Master Files\Union Parkway Plat Phase 2A.dwg

North 78 Degrees 45 Minutes 00 Second East, a distance of 79.08 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the left

Southeasterly, along said non-tangent curve to the left having a central angle of 24 Degrees 23 Minutes 58 Seconds, a radius of 92.34 feet, an arc length of 39.32 feet, a chord bearing of South 21 Degrees 01 Minutes 02 Seconds East and a chord length of 39.03 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 04 Degrees 05 Minutes 22 Second West, a distance of 50.19 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the right;

Southwesterly, along said tangent curve to the right having a central angle of 85 Degrees 33 Minutes 55 Seconds, a radius of 8.00 feet, an arc length of 11.95 feet, a chord bearing of South 46 Degrees 52 Minutes 19 Seconds West and a chord length of 10.87 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a reverse curve to the left;

Southwesterly, along said reverse curve to the left having a central angle of 55 Degrees 05 Minutes 19 Seconds, a radius of 280.93 feet, an arc length of 270.10 feet, a chord bearing of South 62 Degrees 06 Minutes 38 Seconds West and a chord length of 259.82 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a compound curve to the left;

Southwesterly, along said compound curve to the left having a central angle of 35 Degrees 57 Minutes 57 Seconds, a radius of 552.00 feet, an arc length of 346.50 feet, a chord bearing of South 15 Degrees 40 Minutes 00 Seconds West and a chord length of 340.84 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a compound curve to the left;

Southeasterly, along said curve to the left having a central angle of 05 Degrees 51 Minutes 49 Seconds, a radius of 173.00 feet, an arc length of 17.70 feet, a chord bearing of South 05 Degrees 14 Minutes 53 Seconds East and a chord length of 17.70 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a compound curve to the left;

Southeasterly, along said compound curve to the left having a central angle of 20 Degrees 35 Minutes 54 Seconds, a radius of 270.26 feet, an arc length of 97.16 feet, a chord bearing of South 15 Degrees 05 Minutes 34 Seconds East and a chord length of 96.64 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a reverse curve to the right;

Southwesterly, along said reverse curve to the right having a central angle of 28 Degrees 52 Minutes 20 Seconds, a radius of 136.17 feet, an arc length of 68.62 feet, a chord bearing of South 08 Degrees 23 Minutes 57 Seconds East and a chord length of 67.89 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a compound curve to the right;

Southwesterly, along said compound curve to the right having a central angle of 89 Degrees 58 Minutes 56 Seconds, a radius of 5.00 feet, an arc length of 7.85 feet, a chord bearing of South 49 Degrees 05 Minutes 54 Seconds West and a chord length of 7.07 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 85 Degrees 54 Minutes 38 Second West, a distance of 53.78 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the right; Northwesterly, along said non-tangent curve to the right having a central angle of 15 Degrees 58 Minutes 36 Seconds, a radius of 645.00 feet, an arc length of 179.86 feet, a chord bearing of North 11

South 86 Degrees 25 Minutes 18 Second West, a distance of 15.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the left;

Southeasterly, along said non-tangent curve to the left having a central angle of 22 Degrees 49 Minutes 18 Seconds, a radius of 660.00 feet, an arc length of 262.89 feet, a chord bearing of South 14 Degrees 59 Minutes 21 Seconds East and a chord length of 261.15 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a compound curve to the left;

Southeasterly, along said compound curve to the left having a central angle of 35 Degrees 22 Minutes 51 Seconds, a radius of 160.50 feet, an arc length of 99.11 feet, a chord bearing of South 44 Degrees 05 Minutes 25 Seconds East and a chord length of 97.54 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner,

South 26 Degrees 12 Minutes 40 Second West, a distance of 37.67 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

Degrees 34 Minutes 00 Seconds West and a chord length of 179.27 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 55 Degrees 32 Minutes 32 Second West, a distance of 30.32 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 83 Degrees 32 Minutes 04 Second West, a distance of 38.55 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the left;

Northwesterly, along said non-tangent curve to the left having a central angle of 23 Degrees 13 Minutes 07 Seconds, a radius of 250.00 feet, an arc length of 101.31 feet, a chord bearing of North 19 Degrees 29 Minutes 34 Seconds West and a chord length of 100.62 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 24 Degrees 33 Minutes 29 Second West, a distance of 44.43 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the right;

Northwesterly, along said tangent curve to the right having a central angle of 16 Degrees 51 Minutes 02 Seconds, a radius of 714.00 feet, an arc length of 209.99 feet, a chord bearing of North 14 Degrees 58 Minutes 24 Seconds West and a chord length of 209.23 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 49 Degrees 36 Minutes 12 Second West, a distance of 14.52 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the right;

Southwesterly, along said non-tangent curve to the right having a central angle of 02 Degrees 13 Minutes 15 Seconds, a radius of 277.00 feet, an arc length of 10.74 feet, a chord bearing of South 88 Degrees 59 Minutes 47 Seconds West and a chord length of 10.74 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 06 Minutes 25 Second East, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the left; Northeasterly, along said non-tangent curve to the left having a central angle of 01 Degrees 51 Minutes 58 Seconds, a radius of 223.00 feet, an arc length of 7.26 feet, a chord bearing of North 89

Degrees 10 Minutes 26 Seconds East and a chord length of 7.26 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner; North 43 Degrees 01 Minutes 40 Second East, a distance of 14.38 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the right;

Northeasterly, along said non-tangent curve to the right having a central angle of 16 Degrees 22 Minutes 39 Seconds, a radius of 714.00 feet, an arc length of 204.09 feet, a chord bearing of North 07 Degrees 34 Minutes 48 Seconds East and a chord length of 203.40 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner,

North 27 Degrees 32 Minutes 19 Second West, a distance of 14.63 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the left; Northwesterly, along said non-tangent curve to the left having a central angle of 01 Degrees 40 Minutes 52 Seconds, a radius of 223.00 feet, an arc length of 6.54 feet, a chord bearing of North 72 Degrees 05 Minutes 33 Seconds West and a chord length of 6.54 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 17 Degrees 04 Minutes 00 Second East, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the right; Southeasterly, along said non-tangent curve to the right having a central angle of 01 Degrees 40 Minutes 52 Seconds, a radius of 277.00 feet, an arc length of 8.13 feet, a chord bearing of South 72 Degrees 05 Minutes 33 Seconds East and a chord length of 8.13 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 65 Degrees 02 Minutes 05 Second East, a distance of 14.63 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the right; Northeasterly, along said non-tangent curve to the right having a central angle of 17 Degrees 32 Minutes 45 Seconds, a radius of 714.00 feet, an arc length of 218.65 feet, a chord bearing of North 30

North 06 Degrees 56 Minutes 53 Second West, a distance of 13.74 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the left;

Northwesterly, along said non-tangent curve to the left having a central angle of 02 Degrees 19 Minutes 17 Seconds, a radius of 223.00 feet, an arc length of 9.04 feet, a chord bearing of North 56

Degrees 00 Minutes 58 Seconds West and a chord length of 9.03 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner; North 32 Degrees 49 Minutes 23 Second East, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the right;

Degrees 19 Minutes 23 Seconds East and a chord length of 17.92 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner; North 86 Degrees 11 Minutes 37 Second East, a distance of 15.01 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the right;

Northeasterly, along said non-tangent curve to the right having a central angle of 17 Degrees 54 Minutes 17 Seconds, a radius of 714.00 feet, an arc length of 223.12 feet, a chord bearing of North 54

Southeasterly, along said non-tangent curve to the right having a central angle of 03 Degrees 42 Minutes 28 Seconds, a radius of 277.00 feet, an arc length of 17.93 feet, a chord bearing of South 55

Degrees 10 Minutes 33 Seconds East and a chord length of 222.22 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner, North 19 Degrees 48 Minutes 49 Second East, a distance of 14.46 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

Degrees 30 Minutes 01 Seconds East and a chord length of 217.80 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 23 Degrees 54 Minutes 08 Second West, a distance of 6.15 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 66 Degrees 05 Minutes 52 Second East, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 23 Degrees 54 Minutes 08 Second East, a distance of 6.15 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 67 Degrees 37 Minutes 05 Second East, a distance of 14.46 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the right; Northeasterly, along said non-tangent curve to the right having a central angle of 11 Degrees 02 Minutes 24 Seconds, a radius of 714.00 feet, an arc length of 137.58 feet, a chord bearing of North 74 Degrees 35 Minutes 15 Seconds East and a chord length of 137.36 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 80 Degrees 06 Minutes 27 Second East, a distance of 66.76 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the left;

Northeasterly, along said tangent curve to the left having a central angle of 40 Degrees 44 Minutes 33 Seconds, a radius of 423.00 feet, an arc length of 300.79 feet, a chord bearing of North 59 Degrees 44 Minutes 10 Seconds East and a chord length of 294.49 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 39 Degrees 21 Minutes 54 Second East, a distance of 81.30 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner; North 05 Degrees 38 Minutes 06 Second West, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 50 Degrees 38 Minutes 06 Second West, a distance of 7.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 39 Degrees 21 Minutes 54 Second East, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 50 Degrees 38 Minutes 06 Second East, a distance of 7.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 84 Degrees 21 Minutes 54 Second East, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner; North 39 Degrees 21 Minutes 54 Second East, a distance of 333.61 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 50 Degrees 38 Minutes 06 Second East, a distance of 69.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 39 Degrees 21 Minutes 54 Second West, a distance of 2.50 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 50 Degrees 38 Minutes 06 Second East, a distance of 116.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner; North 39 Degrees 21 Minutes 54 Second East, a distance of 2.50 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 50 Degrees 38 Minutes 06 Second East, a distance of 69.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 39 Degrees 21 Minutes 54 Second West, a distance of 2.50 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner; South 05 Degrees 38 Minutes 06 Second East, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 50 Degrees 38 Minutes 06 Second East, a distance of 95.53 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 34 Degrees 04 Minutes 53 Seconds, a radius of 296.53 feet, an arc length of 176.38 feet, a chord bearing of South 67 Degrees 24 Minutes 59 Seconds East and a chord length of 173.80 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 85 Degrees 04 Minutes 12 Second East, a distance of 48.85 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 88 Degrees 35 Minutes 46 Second East, a distance of 168.15 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 46 Degrees 22 Minutes 30 Second East, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 01 Degrees 22 Minutes 30 Second East, a distance of 2.50 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 88 Degrees 35 Minutes 50 Second East, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 01 Degrees 22 Minutes 30 Second West, a distance of 2.50 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 43 Degrees 37 Minutes 30 Second East, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 88 Degrees 35 Minutes 41 Second East, a distance of 108.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 01 Degrees 22 Minutes 30 Seconds West, a distance of 30.00 feet to the **POINT OF BEGINNING**, and containing 1,465,009 square feet or 33.219 acres of land more or less.

1. Selling a portion of this addition by metes and bounds is a violation of Town ordinance and state law and is subject to fines and withholding of utilities and building permits.

NOTARY CERTIFICATE STATE OF TEXAS COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared ____ _, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____th day of _____, 20___.

Notary Public in and for the State of Texas

UNION PARK PHASE I, LP,

a Texas limited partnership

By: BOH Investments GP, LLC,

a Delaware limited liability company, its general partner

STATE OF TEXAS COUNTY OF _____ §

This instrument was acknowledged before me on _ of BOH Investments GP, LLC, a Delaware limited liability company, on behalf of said Limited liability company, in its capacity as general partner of Union Park Phase I, LP, a Texas Limited partnership, on behalf of said limited partnership, Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purpose of and consideration therein expressed, and in the capacity therein

given my hand and seal of office, this the _____ day of ______, 20___.

Notary Public, State of Texas

My Commission expires :______, 20____.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Eduardo Martinez, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the Town of Little Elm, Denton County, Texas.

RELEASED 01-25-16 FOR REVIEW ONLY. THIS DOCUMENT SHALL NOT BE

Signature: RECORDED FOR ANY PURPOSE.

Registered Professional Land Surveyor No. 5274

Eduardo Martinez

NOTARY CERTIFICATE STATE OF TEXAS

COUNTY OF § BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Eduardo Martinez, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____th day of _____, 201__.

Notary Public in and for the State of Texas.

DEDICATION STATEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That, UNION PARK PHASE I, LP, acting herein by and trough its duly authorized officers does hereby adopt this plat designation the herein above described property as UNION PARK PHASE 2A, an addition to the Town of Little Elm, Denton County, Texas, and do hereby dedicate in fee simple to Highway 380 Municipal Management District No. 1 (The District) to exclusive use forever, the streets and public use areas shown hereon, and do hereby dedicate the easements shown on the plat for the purposes indicated to the District's exclusive use forever, and said dedications being free and clear of all liens and encumbrances except as shown herein. No Buildings, Fences, Trees, Shrubs or other improvement shall be constructed or placed upon, over or across the easements of said plat. At the discretion of the District and subject to its written approval. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities. Said use by public utilities being subordinate to the District's use thereof. Any public utility given the right by District to use said easements shall have the right to: remove and keep removed all or part of any building, fences, trees shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements; and any public utility shall at all times have the right of ingress and egress to and from and upon ant said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular the above described streets, alleys, easements and right unto the District against every person whomsoever lawfully claiming or to claim the same or any part thereof. This property is not located within the extraterritorial jurisdiction of any municipality. This plat approved subject to all platting

Witness my hand this _____ day of ______201__.

ordinances, rules and regulations of the Town of Little Elm.

UNION PARK PHASE 2A HIGHWAY 380 MUNICIPAL

FINAL PLAT

MANAGEMENT DISTRICT NO. 1 BEING 33.219 ACRES SITUATED IN THE

THOMAS NAVO SURVEY, ABSTRACT NO. 964 AND THE W. LUMPKIN SURVEY, ABSTRACT NO. 730 TOWN OF LITTLE ELM. DENTON COUNTY, TEXAS JANUARY 2016

103 SINGLE FAMILY RESIDENTIAL LOTS 11 OTHER LOTS **ENGINEER/SURVEYOR:**

JONES CARTER

Texas Board of Professional Engineers Registration No. F-439 6509 Windcrest Drive, Suite 600 • Plano, Texas 75024 972.488.3880 Texas Board of Professional Land Surveying Registration No. 100461-03

DEVELOPER/OWNER: UNION PARK PHASE 1, LP, 3090 OLIVE STREET, SUITE 300 DALLAS, TEXAS 75219 PHONE: (214) 777-4396

BAS/EM DWG No. 1804

SHEET 3 OF 3 |

TOWN OF LITTLE ELM

Town Council

Staff Report



16-FP-002 PROJECT: Valencia on the Lake. Phase 3A

HEARING DATES: Planning & Zoning Commission: 3/3/16

> **Town Council** 3/15/16

REQUEST: Proposal to final plat 150 residential lots

PROPOSED USE: Single Family Residential

LOCATION: The subject property is generally located along Palmera Drive and

Montesa Drive, within Little Elm town limits.

SIZE: Approximately 24.665 acres

CURRENT ZONING: Single Family (PD-SF4)

EXISTING USE / SITE Undeveloped

ATTRIBUTES:

APPLICANT: Petitt Barraza, LLC

PROPERTY OWNER: Valencia on the Lake, LP

PLANNING ANALYSIS: The applicant is in the process of completing staff's requested

revisions. The proposed plat is in compliance with Little Elm's subdivision regulations, subject to staff's requested revisions being

completed.

RECOMMENDED

ACTION:

Staff recommends approval of the Final Plat, subject to staff's

requested revisions being completed.

On March 3, 2016, the Planning & Zoning Commission recommended

approval of the final plat subject to staff's requested items being

completed.

TOWN CONTACT: Lisa Reich - Town Planner

ATTACHMENTS: Location Map

Final Plat





Location Map
Valencia on the Lake Phase 3A Town of Little Elm Denton County, TX Date: 2/10/2016



Legend

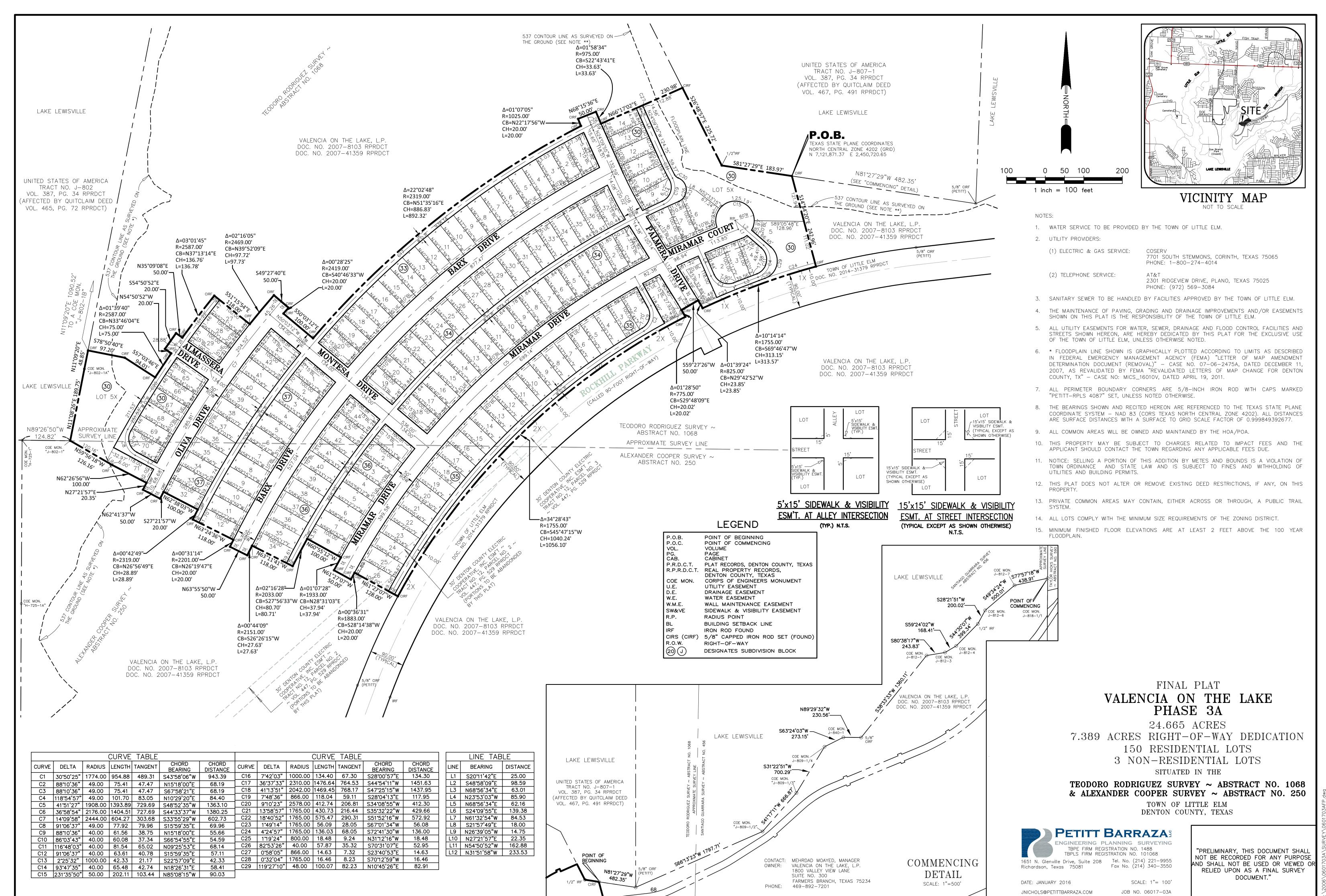






This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

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.



SHEET 1 OF 2

WHEREAS VALENCIA ON THE LAKE, L.P., A TEXAS LIMITED PARTNERSHIP, IS THE OWNER OF THAT CERTAIN TRACT OF LAND SITUATED IN THE THEODORO RODRIGUEZ SURVEY, ABSTRACT NO. 1068, AND ALEXANDER COOPER SURVEY, ABSTRACT NO. 250, IN THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, AND BEING PART OF A CALLED 447.942 ACRE TRACT OF LAND DESCRIBED IN DEEDS TO VALENCIA ON THE LAKE, L.P. RECORDED IN DOCUMENT NO. 2007—8103, AND DOCUMENT NO. 2007—41359, REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A UNITED STATES ARMY CORPS OF ENGINEERS (USACOE) MONUMENT MARKED "J-818-1/1" FOUND ON THE CALLED EAST LINE OF THE SANTIAGO GUARRARA SURVEY, ABSTRACT NO. 456, SAID MONUMENT ALSO BEING LOCATED ON THE CALLED "TAKE" LINE OF LAKE LEWISVILLE, AND BEING THE MOST NORTHEASTERLY CORNER OF SAID VALENCIA ON THE LAKE, L.P. TRACT;

THENCE SOUTH 77'57'18" WEST, WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 438.91 FEET TO A USACOE MONUMENT MARKED "J-812-7" FOUND;

THENCE SOUTH 49°34'24" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 500.01 FEET TO A USACOE MONUMENT MARKED "J-812-6" FOLIND:

THENCE SOUTH 28°21'51" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 200.02 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE SOUTH 44°30'07" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 399.34 FEET TO A USACOE MONUMENT MARKED "J-812-4" FOUND;

THENCE SOUTH 59°24'02" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 168.41 FEET TO A USACOE MONUMENT MARKED "J-812-3"

THENCE SOUTH 80°38'17" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 243.83 FEET TO A USACOE MONUMENT MARKED "J-812-1" FOUND:

THENCE SOUTH 38'33'33" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 1360.11 FEET TO A 5/8 INCH IRON ROD WITH CAP FOUND;

THENCE NORTH 89°29'32" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 230.56 FEET TO A USACOE MONUMENT MARKED "J-840-1" FOUND;

THENCE SOUTH 63°24'03" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 273.15 FEET, TO A USACOE MONUMENT MARKED "J-809-1/4" FOUND;

THENCE SOUTH 31°22'51" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 700.29 FEET, TO A USACOE MONUMENT MARKED "J-809-1/3" FOUND;

THENCE SOUTH 41°17'11" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 666.87 FEET, TO A USACOE MONUMENT MARKED "J-809-1/2" FOUND;

THENCE SOUTH 66°13'23" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 1797.71 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC

CAP MARKED "PETITT-RPLS 4087" FOUND;

THENCE NORTH 81°27'29" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 482.35 FEET TO THE POINT OF BEGINNING OF HEREIN

DESCRIBED TRACT, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND;

IRON ROD ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT:

NON-TANGENT CURVE TO THE LEFT:

THENCE SOUTH 14°54'20" EAST, LEAVING SAID COMMON LINE, AND OVER AND ACROSS THE VALENCIA ON THE LAKE, L.P. TRACT, AND A DISTANCE OF 242.96 FEET TO A 5/8" IRON ROD WITH CAP MARKED "PETITT-4087" FOUND ON THE NORTHWESTERLY RIGHT-OF-WAY (R.O.W.) LINE OF ROCKHILL PARKWAY (CALLED 90-FOOT R.O.W. DESCRIBED IN DEED TO THE TOWN OF LITTLE ELM RECORDED IN DOCUMENT NO. 2014-31379, RPRDCT), SAID

THENCE WITH SAID NORTHWESTERLY R.O.W. LINE, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 10°14'14", A RADIUS OF 1755.00 FEET, A CHORD WHICH BEARS SOUTH 69°46'47" WEST, A CHORD DISTANCE OF 313.15 FEET, FOR AN ARC DISTANCE OF 313.57 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A

THENCE CONTINUING WITH SAID NORTHWESTERLY R.O.W. LINE, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 01°39'24", A RADIUS OF 825.00 FEET, A CHORD WHICH BEARS NORTH 29°42'52" WEST, A CHORD DISTANCE OF 23.85 FEET, FOR AN ARC DISTANCE OF 23.85 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-4087" FOUND FOR CORNER;

THENCE SOUTH 59°27'26" WEST, CONTINUING WITH SAID NORTHWESTERLY R.O.W. LINE, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAPPED MARKED "PETITT-RPLS" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT:

THENCE CONTINUING WITH SAID NORTHWESTERLY R.O.W. LINE, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 01°28'50", A RADIUS OF 775.00 FEET, A CHORD WHICH BEARS SOUTH 29'48'09" EAST, A CHORD DISTANCE OF 20.02 FEET, FOR AN ARC DISTANCE OF 20.02 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT:

THENCE CONTINUING WITH SAID NORTHWESTERLY R.O.W. LINE, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 34°28'43", A RADIUS OF 1755.00 FEET, A CHORD WHICH BEARS SOUTH 45°47'15" WEST, A CHORD DISTANCE OF 1040.24 FEET, FOR AN ARC DISTANCE OF 1056.10 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT—RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 61°27'07" WEST, LEAVING SAID NORTHWESTERLY R.O.W. LINE OF ROCKHILL PARKWAY, AND OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 128.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT:

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 00°36'31", A RADIUS OF 1883.00 FEET, A CHORD WHICH BEARS SOUTH 28°14'38" WEST, A CHORD DISTANCE OF 20.00 FEET, FOR AN ARC DISTANCE OF 20.00 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 61°27'07" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 01°07'28", A RADIUS OF 1933.00 FEET, A CHORD WHICH BEARS NORTH 28°31'03" EAST, A CHORD DISTANCE OF 37.94 FEET, FOR AN ARC DISTANCE OF 37.94 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 60°55'12" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 02°16'28", A RADIUS OF 2033.00 FEET, A CHORD WHICH BEARS SOUTH 27°56'33" WEST, A CHORD DISTANCE OF 80.70 FEET, FOR AN ARC DISTANCE OF 80.71 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 63°11'41" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 118.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 00°44'09", A RADIUS OF 2151.00 FEET, A CHORD WHICH BEARS SOUTH 26°26'15" WEST, A CHORD DISTANCE OF 27.63 FEET, FOR AN ARC DISTANCE OF 27.63 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 63°55'50" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

OWNERS CERTIFICATE (CONTINUED)

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 00°31'14", A RADIUS OF 2201.00 FEET, A CHORD WHICH BEARS NORTH 26"19'47" EAST, A CHORD DISTANCE OF 20.00 FEET, FOR AN ARC DISTANCE OF 20.00 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 63°24'36" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 118.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 00'42'49", A RADIUS OF 2319.00 FEET, A CHORD WHICH BEARS NORTH 26'56'49" EAST, A CHORD DISTANCE OF 28.89 FEET, FOR AN ARC DISTANCE OF 28.89 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 62°38'03" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND

THENCE SOUTH 27°21'57" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER.

THENCE NORTH 62°41'37" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND

THENCE NORTH 27°21'57" EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 20.35 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER:

THENCE NORTH 62°26'56" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER:

THENCE NORTH 59°56'18" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 126.16 FEET TO A USACOE MONUMENT MARKED "J-802-1" FOUND FOR CORNER ON THE AFOREMENTIONED "TAKE" LINE AND THE AFOREMENTIONED NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE,

THENCE NORTH 11°08'26" EAST, CONTINUING WITH SAID "TAKE" LINE AND SAID NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 189.75 FEET TO A USACOE MONUMENT MARKED "J-802-1A" FOUND FOR CORNER;

THENCE NORTH 11°09'20" EAST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 48.85 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, FROM WHICH A USACOE MONUMENT MARKED "J-802-1B" FOUND BEARS NORTH 11°09'20" EAST, A DISTANCE OF 1090.52 FEET;

THENCE SOUTH 78'50'40" EAST, LEAVING SAID COMMON LINE, AND OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 97.20 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT—RPLS 4087" FOUND FOR CORNER;

THENCE SOUTH 57°03'46" EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 94.01 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 01°39'40", A RADIUS OF 2587.00 FEET, A CHORD WHICH BEARS NORTH 33°46'04" EAST, A CHORD DISTANCE OF 75.00 FEET, FOR AN ARC DISTANCE OF 75.00 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 54°50'52" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 20.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER:

THENCE NORTH 35°09'08" EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR COPNER.

THENCE SOUTH 54°50'52" EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 20.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT:

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 03'01'45", A RADIUS OF 2587.00 FEET, A CHORD WHICH BEARS NORTH 37'13'14" EAST, A CHORD DISTANCE OF 136.76 FEET, FOR AN ARC DISTANCE OF 136.78 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE SOUTH 51°15'54" EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 118.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 02'16'05", A RADIUS OF 2469.00 FEET, A CHORD WHICH BEARS NORTH 39'52'09" EAST, A CHORD DISTANCE OF 97.72 FEET, FOR AN ARC DISTANCE OF 97.73 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE SOUTH 49°27'40" EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT:

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 00°28'25", A RADIUS OF 2419.00 FEET, A CHORD WHICH BEARS SOUTH 40°46'33" WEST, A CHORD DISTANCE OF 20.00 FEET, FOR AN ARC DISTANCE OF 20.00 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT—RPLS 4087" FOUND FOR CORNER:

THENCE SOUTH 50°03'12" EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT—RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON—TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 22'02'48", A RADIUS OF 2319.00 FEET, A CHORD WHICH BEARS NORTH 51'35'16" EAST, A CHORD DISTANCE OF 886.83 FEET, FOR AN ARC DISTANCE OF 892.32 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT—RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON—TANGENT CURVE TO THE RIGHT:

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 01'07'05", A RADIUS OF 1025.00 FEET, A CHORD WHICH BEARS NORTH 22"17'56" WEST, A CHORD DISTANCE OF 20.00 FEET, FOR AN ARC DISTANCE OF 20.00 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 68°15'36" EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 01°58'34", A RADIUS OF 975.00 FEET, A CHORD WHICH BEARS SOUTH 22°43'41" EAST, A CHORD DISTANCE OF 33.63 FEET, FOR AN ARC DISTANCE OF 33.63 FEET TO THE END OF SAID CURVE, A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 66"17" O2" EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 230.98 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER ON THE AFOREMENTIONED "TAKE" LINE AND THE AFOREMENTIONED NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT;

THENCE SOUTH 26°48'57" EAST, WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 225.72 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 81°27'29" EAST, CONTINUING WITH SAID WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACT, A DISTANCE OF 183.97 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT, CONTAINING A CALCULATED AREA OF 24.665 ACRES OF LAND.

DEDICATION STATEMENT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, VALENCIA ON THE LAKE, L.P., ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS VALENCIA ON THE LAKE PHASE 3A, AN ADDITION TO THE TOWN OF LITTLE ELM. TEXAS AND DOES HEREBY DEDICATE TO THE TOWN OF LITTLE ELM (THE TOWN) IN FEE SIMPLE, THE STREETS AND PUBLIC USE AREAS SHOWN HEREON, AND DOES HEREBY DEDICATE THE EASEMENTS SHOWN HEREON FOR THE PURPOSES INDICATED TO THE TOWN'S EXCLUSIVE USE FOREVER, SAID DEDICATIONS BEING FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN HEREON. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS SHOWN ON SAID PLAT. AT THE DISCRETION OF THE TOWN AND SUBJECT TO ITS WRITTEN APPROVAL, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE TOWN'S USE THEREOF. ANY PUBLIC UTILITY GIVEN THE RIGHT BY THE TOWN TO USE SAID EASEMENTS SHALL HAVE THE RIGHT TO: REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENTS, AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. I DO HEREBY BIND MYSELF, MY SUCCESSORS AND ASSIGNS TO FOREVER WARRANT AND DEFEND ALL AND SINGULAR THE ABOVE DESCRIBED STREETS, EASEMENTS AND RIGHTS UNTO THE TOWN AGAINST EVERY PERSON WHOMSOEVER COMES LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS PLAT APPROVED SUBJECT TO ALL THE PLATTING ORDINANCES, RULES AND REGULATIONS OF THE TOWN OF LITTLE ELM AND DENTON COUNTY, TEXAS.

WITNESS MY HAND THIS ____ DAY OF ______, 2016.

VALENCIA ON THE LAKE, L.P.,

A TEXAS LIMITED PARTNERSHIP

BY: VALENCIA ON THE LAKE GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____ MEHRDAD MOAYEDI MANAGER

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MEHRDAD MOAYEDI, MANAGER OF VALENCIA ON THE LAKE, L.P., KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: ______

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JIMMIE D. NICHOLS, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE LAND DESCRIBED HEREON, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY FOUND OR PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE TOWN OF LITTLE ELM AND DENTON COUNTY SUBDIVISION RULES AND REGULATIONS.

"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."

JIMMIE D. NICHOLS

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5184

STATE OF TEXAS \$

COUNTY OF DALLAS \$

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JIMMIE D. NICHOLS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF ______, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

APPROVED BY THE TOWN OF LITTLE ELM ON THIS _____ DAY OF _____ 2016.

_____ DATE: ______

TOWN OF LITTLE ELM, TEXAS

TOWN SECRETARY

TOWN OF LITTLE ELM, TEXAS

DATE

CONTACT: MEHRDAD MOAYED, MANAGER

FINAL PLAT

VALENCIA ON THE LAKE PHASE 3A

24.665 ACRES
7.389 ACRES RIGHT-OF-WAY DEDICATION
150 RESIDENTIAL LOTS
3 NON-RESIDENTIAL LOTS

TEODORO RODRIGUEZ SURVEY ~ ABSTRACT NO. 1068 & ALEXANDER COOPER SURVEY ~ ABSTRACT NO. 250

SCALE: N/A

TOWN OF LITTLE ELM DENTON COUNTY, TEXAS

SITUATED IN THE



JOB NO. 06017-03A

DATE: JANUARY 2016

"PRELIMINARY, THIS DOCUMENT SHALL
NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR VIEWED OF
RELIED UPON AS A FINAL SURVEY
DOCUMENT."

OWNER: VALENCIA ON THE LAKE, L.P.
1800 VALLEY VIEW LANE
SUITE NO. 300
FARMERS BRANCH, TEXAS 75234
PHONE: 469-892-7201

ELECTRIC & GAS COMPANY:

TELEPHONE COMPANY:

COSERV

UTILITY COMPANY APPROVAL

69

SHEET 2 OF 2

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT: 16-FP-003 Valencia on the Lake. Phase 3C

HEARING DATES: Planning & Zoning Commission: 3/3/16

> **Town Council** 3/15/16

REQUEST: Proposal to final plat 100 residential lots

PROPOSED USE: Single Family Residential

LOCATION: The subject property is generally located along Barx Drive and Miramar

Drive, within Little Elm town limits.

SIZE: Approximately 18.863 acres

CURRENT ZONING: Single Family (PD-SF4)

EXISTING USE / SITE Undeveloped

ATTRIBUTES:

APPLICANT: Petitt Barraza, LLC

PROPERTY OWNER: Valencia on the Lake, LP

PLANNING ANALYSIS: The applicant is in the process of completing staff's requested

> revisions. The proposed plat is in compliance with Little Elm's subdivision regulations, subject to staff's requested revisions being

completed.

On March 3, 2016, the Planning & Zoning Commission recommended

approval of the final plat subject to staff's requested items being

completed.

RECOMMENDED

ACTION:

Staff recommends approval of the Final Plat, subject to staff's

requested revisions being completed.

TOWN CONTACT: Lisa Reich - Town Planner

ATTACHMENTS: Location Map

Final Plat





Location Map
Valencia on the Lake Phase 3C Town of Little Elm Denton County, TX Date: 2/10/2016



Legend

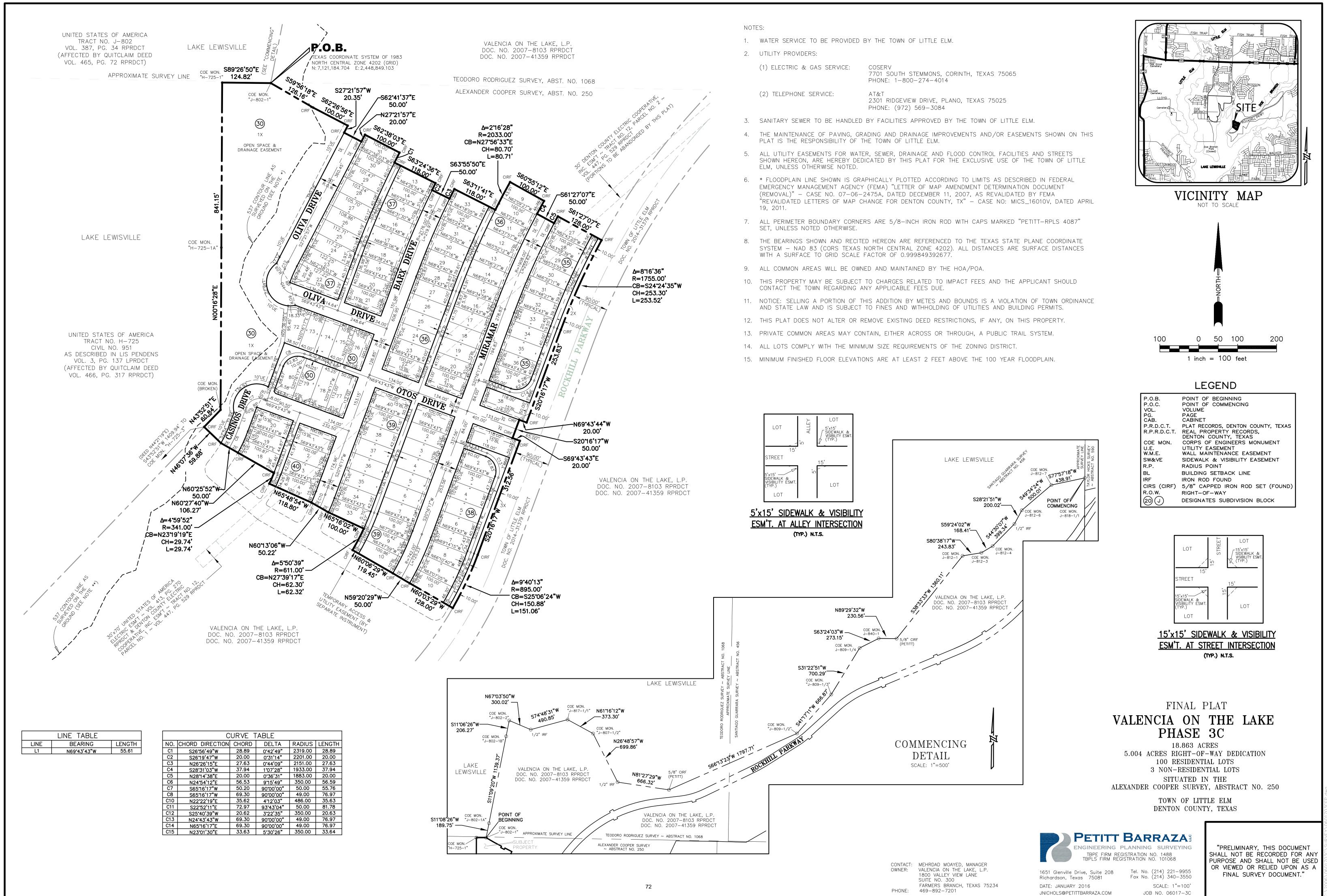






This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

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.



OWNERS CERTIFICATE

STATE OF TEXAS COUNTY OF DENTON §

WHEREAS VALENCIA ON THE LAKE, L.P., A TEXAS LIMITED PARTNERSHIP, IS THE OWNER OF THAT CERTAIN TRACT OF LAND SITUATED IN THE ALEXANDER COOPER SURVEY, ABSTRACT NO. 250, IN THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, AND BEING PART OF A CALLED 447.942 ACRE TRACT OF LAND DESCRIBED IN DEEDS TO VALENCIA ON THE LAKE, L.P. RECORDED IN DOCUMENT NO. 2007-8103, AND DOCUMENT NO. 2007-41359, REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A UNITED STATES ARMY CORPS OF ENGINEERS (USACOE) MONUMENT MARKED "J-818-1/1" FOUND ON THE CALLED EAST LINE OF THE SANTIAGO GUARRARA SURVEY, ABSTRACT NO. 456, SAID MONUMENT ALSO BEING LOCATED ON THE CALLED "TAKE"LINE OF LAKE LEWISVILLE, AND BEING THE MOST NORTHEASTERLY CORNER OF SAID VALENCIA ON THE LAKE,

THENCE SOUTH 77°57"18" WEST, WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 438.91 FEET TO A USACOE MONUMENT MARKED "J-812-7" FOUND;

THENCE SOUTH 49°34'24" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 500.01 FEET TO A USACOE MONUMENT MARKED "J-812-6" FOUND;

THENCE SOUTH 28°21'51" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 200.02 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE SOUTH 44°30'07" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 399.34 FEET TO A USACOE MONUMENT MARKED "J-812-4" FOUND;

THENCE SOUTH 59°24'02" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE

LAKE, L.P. TRACTS, A DISTANCE OF 168.41 FEET TO A USACOE MONUMENT MARKED "J-812-3" FOUND;

THENCE SOUTH 80°38"17" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 243.83 FEET TO A USACOE MONUMENT MARKED "J-812-1" FOUND;

THENCE SOUTH 38°33'33" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE

LAKE, L.P. TRACTS, A DISTANCE OF 1360.11 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087"

THENCE NORTH 89°29'32" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 230.56 FEET TO A USACOE MONUMENT MARKED "J-840-1" FOUND;

THENCE SOUTH 63°24'03" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 273.15 FEET TO A USACOE MONUMENT MARKED "J-809-1/4" FOUND;

THENCE SOUTH 31°22'51" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 700.29 FEET TO A USACOE MONUMENT MARKED "J-809-1/3" FOUND;

THENCE SOUTH 41°17'11" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 666.87 FEET TO A USACOE MONUMENT MARKED "J-809-1/2" FOUND;

THENCE SOUTH 66°13'23" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 1797.71 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED "PETITT-RPLS 4087"

THENCE NORTH 81°27'29" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 666.32 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE NORTH 26°48'57" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 699.86 FEET TO A USACOE MONUMENT MARKED "J-807-1/2" FOUND;

THENCE NORTH 61°16'12" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 373.30 FEET TO A USACOE MONUMENT MARKED "J-817-1/1" FOUND;

THENCE SOUTH 74°48'31" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE

LAKE, L.P. TRACTS, A DISTANCE OF 490.85 FEET TO A 1/2-INCH IRON ROD FOUND; THENCE NORTH 67°03'50" WEST. CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE

LAKE, L.P. TRACTS, A DISTANCE OF 300.02 FEET TO A USACOE MONUMENT MARKED "J-802-2" FOUND;

THENCE SOUTH 11°06'26" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 206.27 FEET TO A USACOE MONUMENT MARKED "J-802-1B" FOUND:

THENCE SOUTH 11°09'20" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 1139.37 FEET TO A USACOE MONUMENT MARKED "J-802-1A" FOUND;

THENCE SOUTH 11°08'26" WEST, CONTINUING WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 189.75 FEET TO A USACOE MONUMENT MARKED "J-802-1" FOUND FOR THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT;

THENCE LEAVING SAID "TAKE LINE", AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, AND OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, THE FOLLOWING BEARINGS AND DISTANCES TO 5/8-INCH IRON RODS WITH CAP MARKED "PETTIT-RPLS 4087" FOUND FOR CORNER:

SOUTH 59°56'18" EAST, A DISTANCE OF 126.16 FEET;

SOUTH 62°26'56" EAST, A DISTANCE OF 100.00 FEET;

SOUTH 27°21'57" WEST, A DISTANCE OF 20.35 FEET;

SOUTH 62°41'37" EAST, A DISTANCE OF 50.00 FEET;

NORTH 27°21'57" EAST, A DISTANCE OF 20.00 FEET;

AND SOUTH 62°38'03"EAST, A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 00°42'49", A RADIUS OF 2319.00 FEET, A CHORD WHICH BEARS SOUTH 26°56'49" WEST, A DISTANCE OF 28.89 FEET, FOR AN ARC DISTANCE OF 28.89 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP MARKED "PETTIT-RPLS 4087" FOUND FOR CORNER;

THENCE SOUTH 63°24'36"EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 118.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETTIT-RPLS 4087" FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 00°311'4", A RADIUS OF 2201.00 FEET, A CHORD WHICH BEARS SOUTH 26°19'47" WEST, A DISTANCE OF 20.00 FEET, FOR AN ARC DISTANCE OF 20.00 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE SOUTH 63°55'50"EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 00°44'09", A RADIUS OF 2151.00 FEET, A CHORD WHICH BEARS NORTH 26°26'15"EAST, A DISTANCE OF 27.63 FEET, FOR AN ARC DISTANCE OF 27.63 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER:

THENCE SOUTH 63°11'41"EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 118.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 02°16'28", A RADIUS OF 2033.00 FEET, A CHORD WHICH BEARS NORTH 27°56'33"EAST, A DISTANCE OF 80.70 FEET, FOR AN ARC DISTANCE OF 80.71 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE SOUTH 60°55″12″EAST, CONTINUING AVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 100.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVÉ TO THE LEFT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 01°07'28", A RADIUS OF 1933.00 FEET, A CHORD WHICH BEARS SOUTH 28°31'03" WEST, A DISTANCE OF 37.94 FEET, FOR AN ARC DISTANCE OF 37.94 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE SOUTH 61°27'07"EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS" FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 00°36'31", A RADIUS OF 1883.00 FEET, A CHORD WHICH BEARS NORTH 28°14'38" EAST, A DISTANCE OF 20.00 FEET, FOR AN ARC DISTANCE OF 20.00 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE SOUTH 61°27'07"EAST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 128.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS" FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, SAID IRON ROD ALSO BEING LOCATED ON THE NORTHWESTERLY RIGHT-OF-WAY LINE ROCKHILL PARKWAY (TYPICALLY CALLED 90-FOOT RIGHT-OF-WAY), DESCRIBED IN DEED TO THE TOWN OF LITTLE ELM, RECORDED IN DOCUMENT NUMBER 2014-31379 RPRDCT;

THENCE WITH SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 08°16'36", A RADIUS OF 1755.00 FEET, A CHORD WHICH BEARS SOUTH 24°24'35" WEST, A DISTANCE OF 253.30 FEET, FOR AN ARC DISTANCE OF 253.52 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND

THENCE CONTINUING WITH SAID NORTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING BEARINGS AND DISTANCES TO 5/8-INCH IRON RODS WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER:

SOUTH 20°16'17" WEST, A DISTANCE OF 253.83 FEET;

NORTH 69°43'43" WEST, A DISTANCE OF 20.00 FEET;

SOUTH 20°16'17" WEST, A DISTANCE OF 50.00 FEET;

SOUTH 69°43'43"EAST, A DISTANCE OF 20.00 FEET;

AND SOUTH 20°16'17" WEST, A DISTANCE OF 312.56 FEET, SAID IRON BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING WITH SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 09°4013", A RADIUS OF 895.00 FEET, A CHORD WHICH BEARS SOUTH 25°06'24" WEST, A DISTANCE OF 150.88 FEET, FOR AN ARC DISTANCE OF 151.06 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, THE FOLLOWING BEARINGS AND DISTANCES TO 5/8-INCH IRON RODS WITH CAP MARKED "PETITT-RPLS 4087" FOUND

NORTH 60°03'29" WEST, A DISTANCE OF 128.00 FEET;

NORTH 59°20'29" WEST. A DISTANCE OF 50.00 FEET:

AND NORTH 60°06'29" WEST, A DISTANCE OF 119.45 FEET, SAID IRON BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 05°50'39", A RADIUS OF 611.00 FEET, A CHORD WHICH BEARS NORTH 27°39"17" EAST, A DISTANCE OF 62.30 FEET, FOR AN ARC DISTANCE OF 62.32 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087"FOUND FOR CORNER;

THENCE NORTH 65°16'02" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 100.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 60°13'06" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 50.22 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 65°48'54" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 118.80 FFFT TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS AND WITH SAID CURVE HAVING A CENTRAL ANGLE OF 04°59'52", A RADIUS OF 341.00 FEET, A CHORD WHICH BEARS NORTH 23°19'19"EAST, A DISTANCE OF 29.74 FEET, FOR AN ARC DISTANCE OF 29.74 FEET TO THE END OF SAID CURVE, A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE NORTH 60°27'40" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 106.27 FEET TO A POINT LOCATED IN A POND;

THENCE NORTH 60°25'52" WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 50.00 FEET TO A POINT LOCATED IN A POND;

THENCE NORTH 46°07'36"WEST, CONTINUING OVER AND ACROSS SAID VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 59.88 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER ON SAID "TAKE" LINE AND THE NORTHWESTERLY LINE OF SAID VALENCIA ON THE LAKE, L.P. TRACTS, FROM WHICH A USACOE MONUMENT MARKED "H-725-3" FOUND BEARS SOUTH 43°52'51" WEST, A DISTANCE OF 1409.94 FEET;

THENCE NORTH 43°52'51" EAST, WITH SAID "TAKE" LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 60.84 FEET TO A USACOE MONUMENT (BROKEN) FOUND FOR CORNER;

THENCE NORTH 00°16'28"EAST, WITH SAID "TAKE"LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 841.15 FEET TO A USACOE MONUMENT MARKED "H-725-1" FOUND FOR CORNER;

THENCE SOUTH 89°26'50"EAST, WITH SAID "TAKE"LINE, AND THE NORTHWESTERLY LINE OF THE VALENCIA ON THE LAKE, L.P. TRACTS, A DISTANCE OF 124.82 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT, CONTAINING AN AREA OF 18.863 ACRES OF LAND.

DEDICATION STATEMENT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, VALENCIA ON THE LAKE, L.P., ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS VALENCIA ON THE LAKE PHASE 3C, AN ADDITION TO THE TOWN OF LITTLE ELM, TEXAS AND DOES HEREBY DEDICATE TO THE TOWN OF LITTLE ELM (THE TOWN), IN FEE SIMPLE, THE STREETS AND PUBLIC USE AREAS SHOWN HEREON, AND DOES HEREBY DEDICATE THE EASEMENTS SHOWN HEREON FOR THE PURPOSES INDICATED TO THE TOWN'S EXCLUSIVE USE FOREVER, SAID DEDICATIONS BEING FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN HEREON. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS SHOWN ON SAID PLAT. AT THE DISCRETION OF THE TOWN AND SUBJECT TO ITS WRITTEN APPROVAL, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE TOWN'S USE THEREOF. ANY PUBLIC UTILITY GIVEN THE RIGHT BY THE TOWN TO USE SAID EASEMENTS SHALL HAVE THE RIGHT TO: REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENTS, AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. I DO HEREBY BIND MYSELF, MY SUCCESSORS AND ASSIGNS TO FOREVER WARRANT AND DEFEND ALL AND SINGULAR THE ABOVE DESCRIBED STREETS, EASEMENTS AND RIGHTS UNTO THE TOWN AGAINST EVERY PERSON WHOMSOEVER COMES LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS PLAT APPROVED SUBJECT TO ALL THE PLATTING ORDINANCES, RULES AND REGULATIONS OF THE TOWN OF LITTLE ELM AND DENTON COUNTY, TEXAS.

WITNESS MY HAND THIS ___ DAY OF _____, 2016.

VALENCIA ON THE LAKE, L.P., A TEXAS LIMITED PARTNERSHIP

BY: VALENCIA ON THE LAKE GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

MEHRDAD MOAYEDI MANAGER

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MEHRDAD MOAYEDI, MANAGER OF VALENCIA ON THE LAKE, L.P., KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2016.

NOTARY	PUBLIC	IN	AND	FOR	THE	STATE	OF	TEXAS.	

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

THAT I, JIMMIE D. NICHOLS, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE LAND DESCRIBED HEREON, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY FOUND OR PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE TOWN OF LITTLE ELM AND DENTON COUNTY SUBDIVISION RULES AND REGULATIONS.

"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."

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5184

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JIMMIE D. NICHOLS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED.

DATE: ______

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

APPROVED BY THE TOWN OF LITTLE ELM ON THIS _____ DAY OF _____ 2016.

DATE: _____ TOWN OFFICIAL TOWN OF LITTLE ELM, TEXAS

TOWN SECRETARY TOWN OF LITTLE ELM, TEXAS

FINAL PLAT

VALENCIA ON THE LAKE PHASE 3C 18.863 ACRES

5.004 ACRES RIGHT-OF-WAY DEDICATION 100 RESIDENTIAL LOTS 3 NON-RESIDENTIAL LOTS SITUATED IN THE ALEXANDER COOPER SURVEY, ABSTRACT NO. 250

> TOWN OF LITTLE ELM DENTON COUNTY, TEXAS

JOB NO. 06017-3C

CONTACT: MEHRDAD MOAYED, MANAGER OWNER: VALENCIA ON THE LAKE, L.P. 1800 VALLEY VIEW LANE SUITE NO. 300 FARMERS BRANCH, TEXAS 75234

PHONE: 469-892-7201

PETITT BARRAZA ENGINEERING PLANNING SURVEYING TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068 Tel. No. (214) 221-9955 1651 Glenville Drive, Suite 208 Fax No. (214) 340-3550

Richardson, Texas 75081

JNICHOLS@PETITTBARRAZA.COM

DATE: JANUARY 2016

"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."

UTILITY COMPANY APPROVAL

ELECTRIC & GAS COMPANY: COSERV DATE TELEPHONE COMPANY: AT&T DATE



Finance

Dawn Berry, Purchasing Agent 214-975-0411 dberry@littleelm.org

Town Council Agenda-Consent

March 15, 2016

PROJECT/BID

2016-42 Sunset Point Retaining Wall

BACKGROUND

On Tuesday, February 9, 2016, the Town received bids for the Sunset Point Retaining Wall project. Bids were received from four (4) contractors. The lowest bid was received from Quality Excavation in the amount of forty-four thousand one hundred forty-seven dollars and twenty five cents (\$44,147.25). Haven Landscaping has performed work for the Town of Little Elm previously. Their past performance has been acceptable.

The project consists of removal of 250 LF of existing stone retaining wall and replacing it with a segmental concrete block wall; installation of approximately one hundred square yards of stone gabions; removal of one hundred thirteen square yards of existing concrete sidewalk; including all excavation, grading, disposal, and re-establishment of grass and fencing.

The contract schedule will be executed upon bid approval by Town Council. The contract is to be substantially complete 90 days after the issuance of the Notice to Proceed (NTP) and final completion is required 120 days after the NTP has been issued.

BUDGET IMPACT

Funding is available from: 112-6706-50 \$ 715-6339-62 \$

10,000.00 170,077.00

Project Total

\$ 180.077.00

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase orders.

RECOMMENDED ACTION

Staff recommends approving the contract with Quality Excavation for Sunset Point Retaining Wall for an amount not to exceed \$180,077.00 and authorize the Town Manager to execute the contract.

ATTACHMENTS

- Contract
- Tab Sheet

Initial: Town Manager Town Secretary	Finance Police	Library Parks	74	HR 🗌	Public Works Dev Services	
	 	 				U

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

			1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested p Complete Nos. 1, 2, 3, 5, and 6 if there are no inter	arties.		JSE ONLY	
	y, state and country of the business entity's place	CERTIFICATI Certificate Number	ON OF FILING	
of business. quality excavation Itd	, , same and sound y of the business entry's place	2016-24334		
aubrey, TX United States	Date Filed:			
2 Name of governmental entity or state agency th	at is a party to the contract for which the form is	03/10/2016		
being filed. Town of Little Elm		Date Acknowledg 03/10/2016	ed:	
rfp-2016-42 Construction of Sunset Point Retaining Wall	overnmental entity or state agency to track or identif ded under the contract.	y the contract, and	provide a	
4 Name of Interested Party	City, State, Country (place of business)	Nature of interest	(check applicable	
•	- 19, class, coaliny (place of basilless)	Controlling	Intermediary	
Blackjack Properties LLC	aubrey, TX United States	X		
gaisoa, osa	aubrey, TX United States		Х	
wilson, garland	aubret, TX United States		Х	
5 Check only if there is NO Interested Party.				
6 AFFIDAVIT	I swear, or affirm, under penalty of perjury, that the	above disclosure is t	rue and correct.	
	Signature of authorized agent of cont	racting business enti		
AFFIX NOTARY STAMP / SEAL ABOVE		•	,	
Sworn to and subscribed before me, by the said	, this the	day of		
20, to certify which, witness my hand and s	seal of office.			
Signature of officer administering oath	Printed name of officer administering oath Til	tle of officer administe	ering oath	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

			1 of 1				
Complete Nos. 1 - 4 and 6 if there are interested particles Complete Nos. 1, 2, 3, 5, and 6 if there are no interest.	arties. rested parties.		JSE ONLY ON OF FILING				
Name of business entity filing form, and the city of business. quality excavation ltd aubrey, TX United States	y, state and country of the business entity's place	Certificate Number: 2016-24334 Date Filed:					
Name of governmental entity or state agency the being filed. Town of Little Elm		Date Acknowledged:					
rfp-2016-42 Construction of Sunset Point Retaining Wall	overnmental entity or state agency to track or identify ded under the contract.	/ the contract, and	provide a				
4 Name of Interested Party	City, State, Country (place of business)	Nature of interest Controlling	(check applicable) Intermediary				
Blackjack Properties LLC	aubrey, TX United States	х					
gaisoa, osa	aubrey, TX United States		х				
wilson, garland	aubret, TX United States		Х				
6 Check only if there is NO Interested Party.							
6 AFFIDAVIT	I swear, or affirm, under penalty of perjury, that the	above disclosure is t	rue and correct.				
	Signature of authorized agent of conti	racting business enti	ty				
AFFIX NOTARY STAMP / SEAL ABOVE							
	Sworn to and subscribed before me, by the said, this the day of, 20, to certify which, witness my hand and seal of office.						
Signature of officer administering oath	Printed name of officer administering oath Tit	tle of officer administe	ering oath				

\$257,741.47

\$232,715.00

\$207,295.00

\$180,077.00

\$6,300.00 \$4,500.00 \$105,300.00 \$13,158.00 \$34,000.00 \$35,100.00 \$12,317.00 \$2,816.50 \$3,400.00 \$15,000.00 \$17,479.97 \$8,370.00 Environmental Safety Services, Extended <u>ت</u> \$67.50 \$450.00 \$21.50 \$102.00 \$34,000.00 \$35,100.00 \$154.69 \$109.00 \$31.00 \$4.00 \$15,000.00 \$4,500.00 Unit \$9,100.00 \$2,620.00 \$42,000.00 \$21,750.00 \$93,600.00 \$5,085.00 \$7,910.00 \$5,525.00 \$15,000.00 \$6,750.00 \$800.00 Extended HQS Construction, LLC \$60.00 \$175.00 \$45.00 \$70.00 \$20.00 \$6.50 \$42,000.00 \$21,750.00 \$800.00 \$15,000.00 Unit \$67,080.00 \$11,984.00 \$17,157.00 \$2,489.00 \$8,100.00 \$25,197.00 \$8,546.00 \$7,684.00 \$18,532.00 \$21,250.00 \$4,276.00 \$15,000.00 Extended JDK Associates, INC \$43.00 \$856.00 \$133.00 \$25,197.00 \$68.00 \$19.00 \$30.00 \$25.00 \$8,546.00 \$164.00 \$4,276.00 \$15,000.00 Unit \$17,400.00 \$3,825.00 \$96,720.00 \$5,754.00 \$14,300,00 \$786.00 \$4,859.00 \$5,311.00 \$15,000.00 \$8,772.00 \$4,050.00 Extended Quality Excavation, LTD \$411.00 \$62.00 \$17,400.00 \$14,300.00 \$43.00 \$4.50 \$47.00 \$6.00 \$15.00 \$15,000.00 \$3,300.00 Unit MON र द स CS \sim S S **5 5** S S ΕĀ 1560 QΤΥ 129 113 820 270 113 131 14 Н Sunset Pointe Retaining Wall REMOVE EXISTING SPLIT RAIL INSTALL 5 INCH REINFORCED EROSION CONTROL
CONTINGENCY ALLOWANCE REMOVE EXISTING STONE SAW-CUT, REMOVAL AND Segmental Retaining Wall CEDAR SPLIT RAIL FENCE BLOCK SOD - BERMUDA ERODED/SETTLED SOIL DISPOSAL OF EXISTING BACKFILL, GRADING & CONCRETE SIDEWALK GABION MATTRESSES CONCRETE SIDEWALK COMPACTION OF GABION BASKETS RETAINING WALL WITH TOPSOIL Description \$15,000 #227161 FENCE 1.10 1.11 1.12 1.5 1.1 1.4 1.6 1.8 1.9 1.7 Line #

2016-42

SECTION 00500 EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between <u>Town of Little Elm</u> (hereinafter called OWNER) and <u>Quality Excavation</u> (hereinafter called OWNER) and <u>Quality Excavation</u> (hereinafter called OWNER).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Town of Little Elm Sunset Pointe Retaining Wall

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The project consists of removal of 250 LF of existing stone retaining wall and replacing it with a segmental concrete block wall; installation of approximately 100 SY of stone gabions; removal of 113 SY of existing concrete sidewalk; including all excavation, grading, disposal, and re-establishment of grass and fencing.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

TRC Engineers, Inc. 700 Highlander Blvd., Suite 210 Arlington, Texas 76015 (817) 522-1000

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within <u>90</u> days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within <u>120</u> days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by

OWNER, CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:
 - A. For all Work other than Unit Price Work, a Lump sum of: \$180,077.00.

 All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 6.02 Progress Pa0yments; Retainage
- A. OWNER shall make progress payments within thirty days of receipt of CONTRACTOR's Applications for Payment. Payment should be submitted by the 10th of the month for the previous months work for performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. <u>95%</u> of Work completed (with the balance being retainage).
 - b. **95**% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to <u>95%</u> of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less <u>100%</u> of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of $\underline{0\%}$ per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface

structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance Bond:
 - 3. Payment Bond;
 - 4. General Conditions:
 - 5. Supplementary Conditions:
 - 6. Specification as listed in the table of contents of the Project Manual;
 - 7. Drawings/Plans;
 - 8. Addenda:
 - 9. Exhibits to this Agreement (enumerated as follows):
 - Notice to Proceed;
 - b. CONTRACTOR's Response;
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments:
 - b. Work Change Directives:
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may

become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on March 15, 2016, (which is the Effective Date of the Agreement).

TOWN OF LITTLE ELM	QUALITY EXCAVATION
Matt Mueller, Town Manager	Osa Gaisoa, Chief Operating Officer
Attest	Attest
Address for giving notices:	Address for giving notices:
100 West Eldorado Parkway Little Elm, Texas 75068	958 US Highway 377 Aubrey, TX 76227
77	License No
	(Where applicable)
*	Agent for service of process:
	(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)
CORPORATE SEAL	CORPORATE SEAL



Finance

Dawn Berry, Purchasing Agent 214-975-0411 dberry@littleelm.org

Town Council Agenda-Consent

March 15, 2016

PROJECT

2016-47 Mowing of ROW and Medians

BACKGROUND

On February 29, 2016, the Town received bids for an annual contract for mowing and maintenance of the Town's right of ways (ROW), medians and other Town properties. Bids were advertised in the local paper, posted on the Town's eProcurement system (thirty-six registered and notified) and made available to local plan rooms.

The project consists of mowing and maintenance of forty-two locations. Specifications were developed and each of the locations was placed into one of five categories. Unit pricing was also obtained on a per acre basis for each of the mowing levels, code enforcement mowing, and irrigation repair. The unit prices will allow staff to add or remove properties as needed.

The contract is for one-year and will begin April 1, 2016 and includes four one-year renewal options.

BUDGET IMPACT

Funding is available in the contract mowing account:

202-6221-10 \$300,000

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION

Staff recommends awarding RFP 2016-47 for mowing of ROW and Medians to Haven Landscaping and Irrigation, Inc. and to authorize the Town Manager to execute the contract.

ATTACHMENTS

- Agreement
- Tab Sheet

Initial: Town Manager Town Secretary	Finance Police	Library Parks	82	HR [] Fire []	Public Works Dev Services	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

=				1 or 1				
	Complete Nos. 1 - 4 and 6 if there are interested particle. Complete Nos. 1, 2, 3, 5, and 6 if there are no interest.	arties. ested parties.		JSE ONLY ON OF FILING				
1	Name of business entity filing form, and the city of business.	, state and country of the business entity's place	Certificate Number					
	Haven Landscaping and Irrigation, Inc. Frisco, TX United States	Date Filed:						
2	Name of governmental entity or state agency the being filed.	at is a party to the contract for which the form is	03/09/2016					
	Town of Little Elm		Date Acknowledged: 03/09/2016					
3	Provide the identification number used by the gradescription of the goods or services to be provided to the gradescription of the goods or services to be provided to the gradescription of the grades	overnmental entity or state agency to track or identify ded under the contract.	the contract, and p	provide a				
	2016-47 Mowing							
4	Name of Interested Party	Name of Interested Party City, State, Country (place of business)						
_		, , , , , , , , , , , , , , , , , , , ,	Controlling	Intermediary				
(1)	Check only if there is NO Interested Party.	X						
-	AFFIDAVIT	I swear, or affirm, under penalty of perjury, that the a	above disclosure is t	rue and correct.				
		Circulation ()						
		Signature of authorized agent of contr	acting business entit	ty				
A	AFFIX NOTARY STAMP / SEAL ABOVE			1				
	Sworn to and subscribed before me, by the said		day of					
2	20, to certify which, witness my hand and s	eal of office.						
-	Signature of officer administering oath F	Printed name of officer administering oath Titl	le of officer administe	ering oath				

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1.		۲-	ORM TCA2
			1 of 1
Complete Nos. 1 - 4 and 6 if there are interested p Complete Nos. 1, 2, 3, 5, and 6 if there are no inte	arties. rested parties.		JSE ONLY ON OF FILING
Name of business entity filing form, and the cit of business.	Certificate Number:		
Haven Landscaping and Irrigation, Inc.		2016-23875	
Frisco, TX United States		Date Filed;	
Name of governmental entity or state agency the being filed.	nat is a party to the contract for which the form is	03/09/2016	
Town of Little Elm		Date Acknowledg	ed:
3 Provide the identification number used by the g description of the goods or services to be provided.	overnmental entity or state agency to track or identify ided under the contract.	the contract, and	provide a
2016-47			
Mowing			
4 Name of Interested Party	City, State, Country (place of business)	Nature of interest	(check applicable)
		Controlling	Intermediary
The second secon			
Check only if there is NO Interested Party.			
	×		Ì
LEAH JANEY BOAZ	I swear, or affirm, under penalty of perjury, that the	above disclosure is t	rue and correct.
Motory ID # 125111200			
My Commission Expires June 25, 2017	Sold - Tomas		
	Signature of authorized agent of contr	acting business enti	
AFFIX NOTARY STAMP / SEAL ABOVE		5	·
AFFIX NOTART STAMP / SEAL ABOVE	Looks - Edgeson O	th n	0.046
Sworn to and subscribed before me, by the said, to certify which, witness my hand and s	seel of office the Manner of this the Manner of the Manner	day of	(MCCV)
, to certify writers, witness my hand and s	sear of ource		
VIII MARIA	Mux n	1	
Dual Khully 122	LEATH Boat	othery	
Signature of officer administering oath	Printed name of officer administering oath Tit	le of officer administr	ering oath

	7 Mowing	_		Haven Lan	dscaping
Line #	Description	QTY	UOM	Unit	Extended
1	Cost per Month for Location 1	12	Months	\$187.50	\$2,250.0
2	Cost per Month for Location 2	12	Months	\$1,250.00	\$15,000.0
3	Cost per Month for Location 3	12	Months	\$47.50	\$570.0
4	Cost per Month for Location 4	12	Months	\$47.50	\$570.0
5	Cost per Month for Location 5	12	Months	\$987.50	\$11,850.0
6	Cost per Month for Location 6	12	Months	\$47.50	\$570.0
7	Cost per Month for Location 7	12	Months	\$833.33	\$9,999.9
8	Cost per Month for Location 8	12	Months	\$253.33	\$3,039.9
9	Cost per Month for Location 9	12	Months	\$141.50	\$1,698.0
10	Cost per Month for Location 10	12	Months	\$47.50	\$570.0
11	Cost per Month for Location 11	12	Months	\$105.08	\$1,260.9
12	Cost per Month for Location 12	12	Months	\$1,962.50	\$23,550.0
13	Cost per Month for Location 13	12	Months	\$47.50	\$570.0
14	Cost per Month for Location 14	12	Months	\$34.66	\$415.9
15	Cost per Month for Location 15	12	Months	\$855.83	\$10,269.9
16	Cost per Month for Location 16	12	Months	\$1,387.50	\$16,650.0
17	Cost per Month for Location 17	12	Months	\$725.83	\$8,709.9
18	Cost per Month for Location 18	12	Months	\$1,572.92	\$18,875.0
19	Cost per Month for Location 19	12	Months	\$555.00	\$6,660.0
20	Cost per Month for Location 20	12	Months	\$1,166.66	\$13,999.9
21	Cost per Month for Location 21	12	Months	\$200.00	\$2,400.00
22	Cost per Month for Location 22	12	Months	\$37.50	\$450.00
23	Cost per Month for Location 23	12	Months	\$207.08	\$2,484.96
24	Cost per Month for Location 24	12	Months	\$134.58	\$1,614.96
25	Cost per Month for Location 25	12	Months	\$207.08	\$2,484.96
26	Cost per Month for Location 26	12	Months	\$196.66	\$2,359.92
27	Cost per Month for Location 27	12	Months	\$196.66	\$2,359.92
28	Cost per Month for Location 28	12	Months	\$1,500.00	\$18,000.00
29	Cost per Month for Location 29	12	Months	\$2,886.25	\$34,635.00
30	Cost per Month for Location 30	12	Months	\$39.42	\$473.04
31	Cost per Month for Location 31	12	Months	\$205.08	\$2,460.96
32	Cost per Month for Location 32	12	Months	\$39.42	\$473.04
33	Cost per Month for Location 33	12	Months	\$39.42	\$473.04
34	Cost per Month for Location 34	12	Months	\$975.42	\$11,705.04
35	Cost per Month for Location 35	12	Months	\$1,250.00	\$15,000.00
36	Cost per Month for Location 36	12	Months	\$1,230.00 \$541.66	
37	Cost per Month for Location 37	12	Months	\$1,250.00	\$6,499.92
38	Cost per Month for Location 38	12	Months	\$252.59	\$15,000.00
39	Cost per Month for Location 39	12	Months	\$39.42	\$3,031.08
40	Cost per Month for Location 40	12	Months	\$173.33	\$473.04
41	Cost per Month for Location 41	12	Months	\$401.84	\$2,079.96
42	Cost per Month for Location 42	12	Months	\$250.00	\$4,822.08
	Total cost Per Month	1 +4	MOUTHS	\$23,280.05	\$3,000.00
	Total Cost Per	Year		323,200.03	\$270,200,00
	TOTAL COSE F CI				\$279,360.60

2016-47 Mowing

43	Cost per acre for Level 1 Service	1	ea	\$625.00	\$625.00
44	Cost per acre for Level 2 Service	1	ea	\$425.00	
45	Cost per acre for Level 3 Service	1	ea	\$45.00	\$45.00
46	Cost per acre for Level 4 Service	1	ea	\$45.00	\$45.00
47	Cost per acre for Level 5 Service	1	ea	\$45.00	\$45.00
48	Cost per acre for Code Enforcement				
40	Mowing	1	ea	\$45.00	\$45.00
49	Hourly rate for a licensed irrigation				
49	repair technician and helper.	1	EA	<u>\$60.00</u>	\$60.00

2016-4	7
Line #	
1	
3	
3	
4	
5	
6	
4 5 6 7 8	
8	
9	
10	
11 12 13	
12	
13	
14	
15	
15 16 17 18	_
17	
	4
19	4
19 20 21	4
21	4
22	4
23	4
24	4
25	1
26	4
27	4
28	1
29	1
30	1
31	ł
32	1
33	ł
34	ł
35	ł
36	ł
37	1
38	1
39	1
40	1
41	1
42	l

43	
44	
45	
46	
47	
48	
49	

Town of Little Elm, Texas Standard Contract for Services

MOWING SERVICES

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the "Town") and Haven Landscaping and Irrigation, Inc. (hereinafter referred to as the "Provider") for Mowing Services RFP #2016-47, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Provider hereby agree as follows:

- 1. **EMPLOYMENT OF THE PROVIDER.** The Town agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: Mowing Services (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
- 2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Town in writing.
- 3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Agreement and work is to commence immediately.
- 4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from April 1, 2016 to March 31, 2017. All pricing is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the Town 120 days prior to end of the current term in the event of non-renewal.
- 5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
- 6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the Town's receipt of the invoice for the previous month's Services.
- 7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, Town of Little Elm, 100 W. Eldorado, Little Elm, TX 75068, or emailed to accounts.payable@littleelm.org.
- 8. RIGHTS OF WITHHOLDING. The Town may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.
- 9. **INFORMATION PROVIDED BY THE TOWN**. Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to the Provider.
- 10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in Exhibit C. Failure to maintain the required insurance may result in immediate termination of this Agreement.
- 11. INDEMNIFICATION. THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES

(HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

- 12. **TRANSFER OF INTEREST.** Neither the Town nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the Town, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
- AUDITS AND RECORDS. At any time during normal business hours and as often as the Town may deem necessary, the Provider shall make available to the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.
- 14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The Town may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this

Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the Town shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the Town, the Town may terminate this Agreement upon written notice as provided herein.

Furthermore, the Town retains the right to terminate this Agreement at the expiration of each Town budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the Town's selection of another Provider to assist the Town in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the Town in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against the Provider that may be available under applicable law.

- 16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the Town that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.
- 17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the Town's written approval before such work begins.
- 18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the Town's prior written consent.
- 19. DAMAGE. In all instances where Town property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the Town by 8:00 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to Town property or equipment caused by the Provider's officers, employees, agents or sub-Providers.
- TOWN OBJECTION TO PERSONNEL. If at any time after entering into this Agreement, the Town has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the Town has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.
- 21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town are followed.
- 22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the

Town and the Provider, the Town and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

- ENTIRE CONTRACT. This Agreement together with Exhibit A attached hereto and any other exhibit attached hereto contains the entire contract between the Town and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.
- 24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

Town of Little Elm
Dawn Berry, CPPB
Purchasing Agent
100 W. Eldorado
Little Elm, TX 75068
contracts@littleelm.org

Haven Landscaping and Irrigation, Inc. Rocky Freeman President PO Box 2808 Frisco, TX 75034 rocky freeman@sbcglobal.net

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

- 25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
- 26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.
- 27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
- 28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the Town and the Provider, as indicated below.

EXECUTED in single or multiple originals.

TOWN OF LITTLE ELM	HAVEN LANDSCAPING AND IRRIGATION, INC		
Matt Mueller, Town Manager	Rocky Freeman, President		
Date	Date		

COUNCIL AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE:	March 15, 2016			
PROJECT:	Amended 2015-2016 EDC Budget			
DESCRIPTION:	The Town's Economic Development Corporation (EDC) has had several ongoing projects that require the 2015-2016 EDC budget to be amended. The attached budget sets the 10% roll over on advertising to the correct amount as allowed, increases the land acquisition budget for the recent property purchases and demo in the Lakefront District, increases the incentives line item to cover payments related to development agreements previously approved by Council and EDC boards, updates the expected funds budgeted for the Lakefront TIRZ#3 and the Holt 380 Agreement. See attached amended budget.			
COST:	N/A			
FUNDING:	N/A			
SCHEDULE:	N/A			
RECOMMENDED ACTION:	Staff recommends Council approve amended 2015-2016 EDC budget			
TOWN CONTACT:	Jennette Killingsworth Executive Director Little Elm EDC JKillingsworth@littleelm.org (214) 975-0455			

ATTACHMENTS: 1. Amended 2015-2016 EDC Budget



FY 2015-2016 PROFIT & LOSS BUDGET (Revenues, Expenditures and Change in Fund Balance)

LES TAXES ST EARNINGS SSIONS-HYDROUS FEES D LEASE INCOME WER (OFFSET ACCT) ER IN FROM GENERAL FUND ROCEEDS FINANCING SOURCES ther Sources	1,119,927 14,955 - 10,210 - - 2,000,000	1,202,636 10,608 7,500	1,426,350 19,764 30,000 - - 284,646	1,505,000 10,000 30,000 0 0 284,646
ST EARNINGS SSIONS-HYDROUS FEES D LEASE INCOME VER (OFFSET ACCT) ER IN FROM GENERAL FUND ROCEEDS FINANCING SOURCES	14,955 - 10,210 - -	10,608	19,764 30,000 - -	10,000 30,000 0
SSIONS-HYDROUS FEES D LEASE INCOME VER (OFFSET ACCT) ER IN FROM GENERAL FUND ROCEEDS FINANCING SOURCES	- 10,210 - - -	10,608	30,000 - -	10,000 30,000 0
FEES D LEASE INCOME VER (OFFSET ACCT) ER IN FROM GENERAL FUND ROCEEDS FINANCING SOURCES	- 10,210 - - -	***************************************	30,000 - -	30,000 0 0
D LEASE INCOME VER (OFFSET ACCT) ER IN FROM GENERAL FUND ROCEEDS FINANCING SOURCES		- - - -	-	0
VER (OFFSET ACCT) ER IN FROM GENERAL FUND ROCEEDS FINANCING SOURCES			284,646 -	0 284,646
ER IN FROM GENERAL FUND ROCEEDS FINANCING SOURCES	2,000,000	-	284,646 -	284,646
ER IN FROM GENERAL FUND ROCEEDS FINANCING SOURCES	2,000,000		- 1	201,010
ROCEEDS FINANCING SOURCES	2,000,000	-	10 11,197	0
	-		2,500,000	<u>Ö</u>
her Sources	12000 pour 12000 pt	1.184		100,000
Total Revenues and Other Sources		1,221,928	4,260,760	1,929,646
			ļ	
t				
AL-LOAN CONSOLIDATION	330,449	380.466	393,125	400.005
ST-LOAN CONSOLIDATION	281,745		287.039	406,205
AL-LINCOLN PARK PROJECT	201,740	299,698	57,185	273,959
811-6009-80-00 PRINCIPAL-LINCOLN PARK PROJECT 811-6010-80-00 INTEREST-LINCONLN PARK PROJECT				91,418
es	612.194	680,164	30,780 768,129	98,944 870,526
······································	012,104	000,104	700,129	070,320

S AND WAGES	118 483	174 440	189 543	218,764
***************************************	***************************************	***************************************	*****************************	29,658
/ITY PAY	***************************************			300
ION PAY	***************************************			1,800
OWANCE	***************************************	***************************************		6,400
SECURITY	***************************************	***************************************	*****************************	14,100
INSURANCE	***************************************		***************************************	19,055
RS COMPENSATION	***************************************	***************************************		521
MPLOYMENT COMMISSION			*************************	486
	153,018	220,868	249,771	291,084
	ES AND WAGES /ITY PAY ION PAY OWANCE SECURITY INSURANCE RS COMPENSATION EMPLOYMENT COMMISSION ditures	10,908 1	10,908 17,441 10,908 17,441 10,908 17,441 10,908 17,441 10,908 17,441 10,908 120 1	10,908



FY 2015-2016 PROFIT & LOSS BUDGET (Revenues, Expenditures and Change in Fund Balance)

ACCOUNT CODES ACCOUNT DESCRIPTION		ACTUAL 2012-2013	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016
Other Operating Co	ests			[
811-6211-80-00	LEGAL SERVICES (Attorney)	25,967	16,299	51,028	25.000
811-6214-80-00	PROFESSIONAL SERVICES	26,956	9,112	27,387	20,000
811-6229-80-00				4,551	5,000
811-6231-80-00	CONTRACTED SERVICES	7,010 14,258	10.750	17,338	30,000
811-6232-80-00	GENERAL ADVERTISING AND WEBSITE	1.800	1,900	1,930	2,500
811-6272-80-00	COMMUNICATIONS	2,602	1,946	2.653	2,350
811-6276-80-00	TUITION REIMBURSEMENT	2,565	2,500	2,500	2,500
811-6342-80-00	OFFICE SUPPLIES	3,494	2,044	728	2.000
811-6343-80-00	ADVERTISING	116,031	119,233	59,841	150.500
811-6343-80-00	10 % ROLL OVER OF ADVERTISING BUDGET	-		284,646	284,646
811-6344-80-00	PRINTING AND MAILING	4.197	1,146	1,724	1,500
811-6347-80-00	TRADE SHOWS EXPENSE	18,765	24,869	32,232	30,000
811-6354-80-00	EMPLOYEE & PUBLIC RELATIONS	7,981	7,002	8,261	8,000
811-6711-80-00	GASOLINE AND OIL			339	1,000
811-6712-80-00	DUES & MEMBERSHIPS	6,524	5,129	6,422	7,500
811-6715-80-00	SCHOOLS AND SEMINARS	20.237	26,665	16,666	20,000
811-6719-80-00	UNIFORMS	884	728	867	1.000
811-6729-80-00	LAND ACQUISITION FOR REDEVELOPMENT	1,553,774	623.156	62,622	1,500,000
811-6730-80-00 INCENTIVES		70,316	41,250	1,300,000	700.000
Total Operating Expenditures		1,902,301	895,688	1,881,735	2,793,496
Transfers to Other	i Funds				
811-6250-80-00	TRANSFER TO GENERAL FUND	30,000	30,000	30,000	30.000
811-6252-80-00	TRANSFER TO TIRZ #1 ROSEBRIAR (KROGER)	63,575	71.069	63,938	80,000
811-6253-80-00	TRANSFER TO TIRZ #3 LAKEFRONT		71,003	14,060	25,000
811-6254-80-00	TRANSFER TO HOLT 380 AGREEMENT			14,000	46,355
Total Transfers		93,575	101,069	107,998	181,355
TOTAL EXPENDITURES		2,761,088	1,897,789	3,007,633	4,136,461
				,,	3,100,101
EXCESS REVENUE	S OVER (UNDER) EXPENDITURES	384,005	(675,861)	1,253,128	(2,206,815)
BEGINNING FUND I		1,686,061	2,070,066	1,394,205	4,688,261
ENDING FUND BALANCE		2,070,066	1,394,205	2,647,333	2,481,445

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT: 16-SUP-001 **Brakes Plus 380**

HEARING DATES: Planning & Zoning Commission: 3-3-16

> Town Council: 3-15-16

REQUEST: A request for a Specific Use Permit for Minor Auto Repair on

approximately 0.888 acres of land currently zoned Planned

Development-Light Commercial district (PD-LC).

PROPOSED USE: Minor Auto Repair

LOCATION: The property is generally located on the northwest corner of University

Drive and FM 2931.

SIZE: Approximately 0.888 acres

Planned Development-Light Commercial (PD-LC) **CURRENT ZONING:**

FLUP DESIGNATION: Retail/Office

EXISTING USE / SITE Vacant land

ATTRIBUTES:

APPLICANT: Kimley-Horn and Associates, Inc.

OWNER: 2931 Commercial, LP

PLANNING ANALYSIS: Overview

> Chapter 106 of the Little Elm Code of Ordinances requires Minor Auto Repair uses to obtain a Specific Use Permit (SUP) to legally operate in

Light Commercial (LC) zoning districts.

An SUP is required of uses that the zoning ordinance may allow, but uses that should also be screened and specially approved for situational suitability. The purpose of the SUP requirement is to allow the Town to determine the appropriateness of a proposal. Thus, Council has broad discretionary approval of the requested SUP.

The Future Land Use Plan (FLUP) designates the subject property with a Retail/Office District land use category, which is appropriate for the use of minor car repair. The requested SUP, if approved, would not be

in conflict with the FLUP.

Applicant Request

The applicant requests the ability to perform minor auto repair from a newly proposed building forecasting eight auto repair bays. All eight bays are conceptually planned to face the east, which is directed at the new fueling station and FM 2931. The direction of the bays is not a problem, as they will be visible from any proposed direction once the parent tract fills in with other commercial uses. However, the bays are should be screened to alleviate the undesirable view, and staff proposes requiring 5' tall evergreen shrubs be planted in the median abutting the neighboring property.

The proposed use will have high visibility on the subject property. Staff feels that minor auto repair on University Drive will be a valuable and needed use to the thousands of residents that will be moving to the immediate area with the opening of subdivisions like Union Park and Hillstone Pointe, among others.

RECOMMENDED ACTION:

Staff recommends approval of the requested SUP with the following special ordinance provisions:

- 1. No vehicles shall be stored outdoors on the property overnight.
- 2. The subject property shall be responsible for installing evergreen shrubs of at least 5 feet in height at the time of planting in a 10 foot wide median bordering the property line. The purpose is to screen the auto repair bays from University Drive, FM 2931, and the adjacent property.

Important to note, the conceptual plans are for reference only and are not necessarily an accurate indication of how the final product will appear. Only the land use is approved via the SUP.

On March 3, 2016, the Planning & Zoning Commission unanimously recommended approval of the proposed SUP with staff's requested conditions.

TOWN CONTACT: Lisa Reich – Town Planner

ATTACHMENTS: Ordinance 1319

Location Map
Letter of Intent
Conceptual Site Plan
Conceptual Elevations

TOWN OF LITTLE ELM

ORDINANCE NO. 1319

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREFORE AMENDED, BY ISSUING A SPECIFIC USE PERMIT FOR MINOR AUTO REPAIR USE ON APPROXIMATELY 0.888 ACRES OF LAND CURRENTLY ZONED PLANNED DEVELOPMENT-LIGHT COMMERCIAL DISTRICT (PD-LC), GENERALLY LOCATED ON THE NORTHWEST CORNER OF UNIVERSITY DRIVE AND FM 2931, PROVIDING THAT THIS SPECIFIC USE PERMIT IS ESTABLISHED SUBJECT TO CERTAIN CONDITIONS AS SET FORTH HEREIN; 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, Chapter 106 (Zoning) of the Little Elm Code of Ordinances requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with Minor Auto Repair use while it is zoned Planned Development-Light Commercial district (PD-LC); and

WHEREAS, a request for a Specific Use Permit for Minor Auto Repair use has been submitted by Brakes Plus on approximately 0.888 acres of land currently zoned Planned Development-Light Commercial district (PD-LC), more specifically described on the Location Map, attached hereto; and

WHEREAS, Section 106-36 of the Little Elm Code of Ordinances, and as amended, provides that in considering and determining the issuance of a specific use permit, the Town may require from an applicant plans, information, operating data, and expert evaluation concerning the location and function and characteristics of any building or use proposed; and may, in the interest of the public welfare and to assure compliance therewith, establish conditions of operation, location, arrangement, and construction of any use for which a permit is authorized; and further, that in authorizing the location of any of the uses listed as specific use permits, the Town Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

WHEREAS, 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 specific use permit 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 requested specific use permit for Minor Auto Repair use would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. <u>AMENDMENT ONE.</u> That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a **Specific Use Permit for Minor Auto Repair** use to the property generally located on the northwest corner of University Drive and FM 2931, Little Elm, Denton County, Texas, an approximately 0.888 acre tract of land more particularly described on the 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 following special ordinance provisions shall apply to the subject property:

- 1. No vehicles shall be stored outdoors on the property overnight.
- 2. The subject property shall be responsible for installing evergreen shrubs of at least 5 feet in height at the time of planting in a 10 foot wide median bordering the property line. The purpose is to screen the auto repair bays from University Drive, FM 2931, and the adjacent property.

SECTION 4. <u>SAVINGS</u>. 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. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two

Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

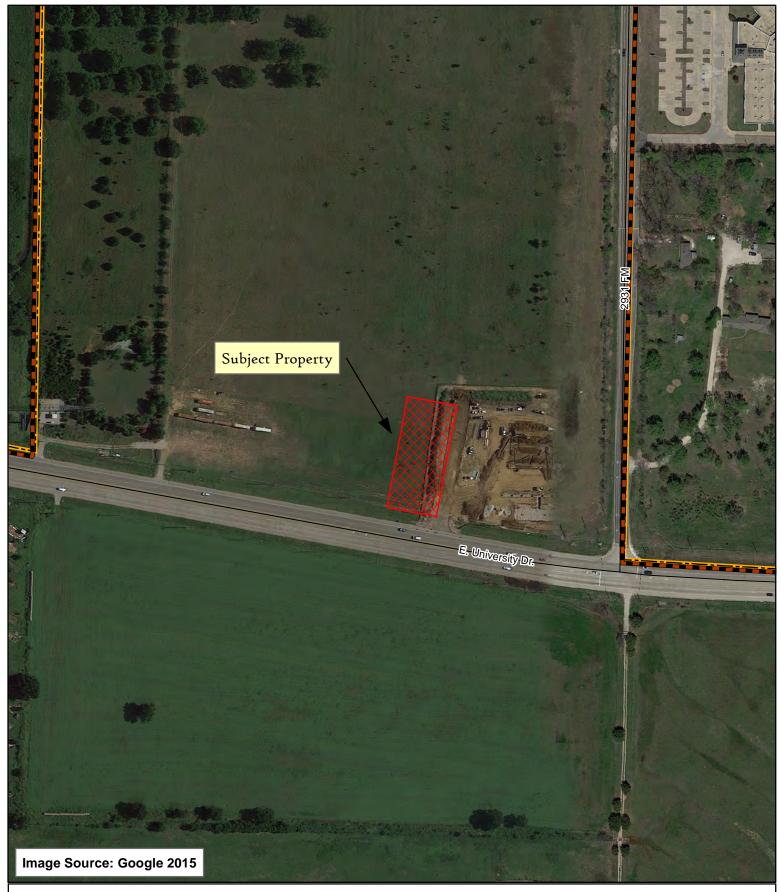
SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 15th day of March, 2016.

	The Town of Little Elm, Texas
ATTEST:	David Hillock, Mayor
Kathy Phillips, Town Secretary	_





Location Map
Brakes Plus 380
Town of Little Elm Denton County, TX Date: 2/10/2016



Legend







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.





February 2, 2016

Lisa Reich Town of Little Elm 100 W. Eldorado Pkwy Little Elm, TX 75068

Re: Proposed Brakes Plus

Project Narrative

Dear Lisa,

On behalf of Brakes Plus, we are pleased to submit this Specific Use Permit for the above referenced property. Following is a summary of the proposal for the site to be developed.

Project Description

Brakes Plus is a family owned and operated company founded in 1990 and headquarted in Centennial, Colorado. Brakes Plus currently operates stores within multiple locations in Arizona, Colorado, Iowa, Nebraska, Texas and Wyoming. Brakes Plus customers experience an attractive and well maintained facility, friendly environment and knowledgeable service team to meet their automotive needs and find that its family ownership and community involvement make it well received. More recently, Brakes Plus has expanded into the Little Elm market by opening a store at FM 423 and FM 720, generating approximately \$25,000 in tax dollars each year. This location has been successful so far and Brakes Plus is excited to open another location in Little Elm.

Brakes Plus intends to purchase 0.888 acres and develop a portion of the 2931 Commercial, LP development. Proposed development will consist of a $\pm 4,900$ sq. ft. Light Automotive Service Center with associated site improvements.

Proposed building architecture and landscaping will be designed to complement the surrounding development. Site lighting demands will be met through wall mounted lighting and/or parking lot lighting fixtures. Site signage will consist of onsite monument signage and directional signage as well as building mounted identification signage.

Hours of Operation and Service

Standard Brakes Plus hours of operation are Monday through Friday 8:00 am to 6:00 pm and Saturdays 8:00 am to 5:00 pm. Customer service is typically met through six to eight employees per shift.

Project Approvals

It is understood the proposed use falls within the "Auto/Boat repair, minor" use category, as defined within Section 106.27 of the Town of Little Elm Municipal Code; an allowable specific use within the current Light Commercial Zoning Designation and US 380 Overlay District. Brakes Plus provides light





automotive service and repair. Services include repairing brakes, vehicle maintenance, and mechanical repairs. They do not provide overnight outside vehicle storage, autobody repair or painting services. It is also anticipated the proposed lot will require a Final Plat approval by Planning and Zoning Commission and Town Council.

Project Compliance & Compatibility

The proposed use is anticipated to comply with the adopted plans and policies of the Town of Little Elm. The proposed development will complement the surrounding uses and provide customer with a competitive option to meet their automotive service needs.

Development Schedule and Phasing

Construction of the proposed site is expected to start with the satisfaction of the Town development approval requirements. Construction of the proposed facility typically consists of a 5 to 6 month schedule which is completed within a single phase.

Summary

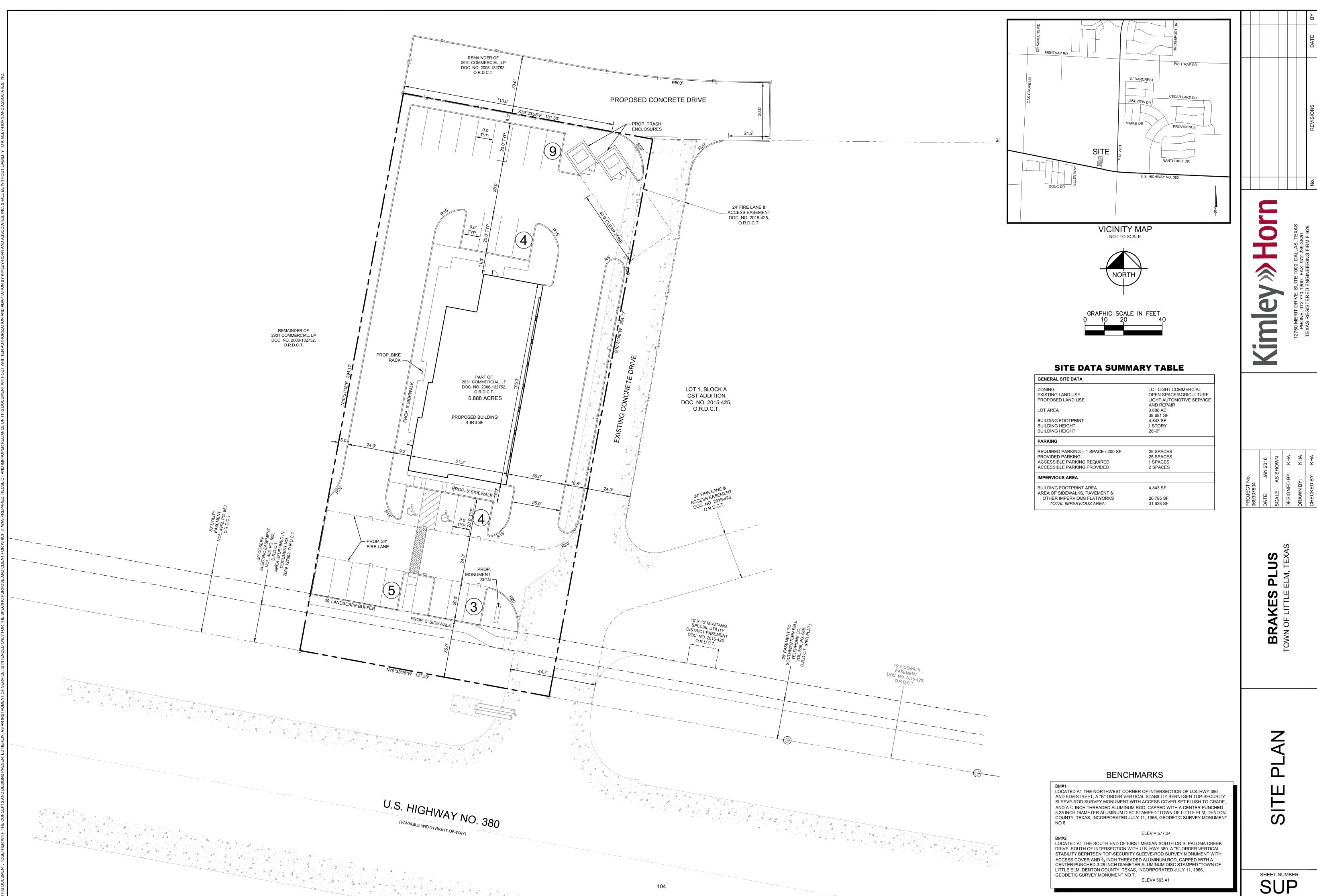
Based upon discussions with Town Staff, it is anticipated that this development substantially conforms to the applicable Zoning and Development requirements set forth by the Town of Little Elm. We look forward to receiving your feedback. Should you have any questions or need additional information, please do not hesitate to contact me at 972-770-1385.

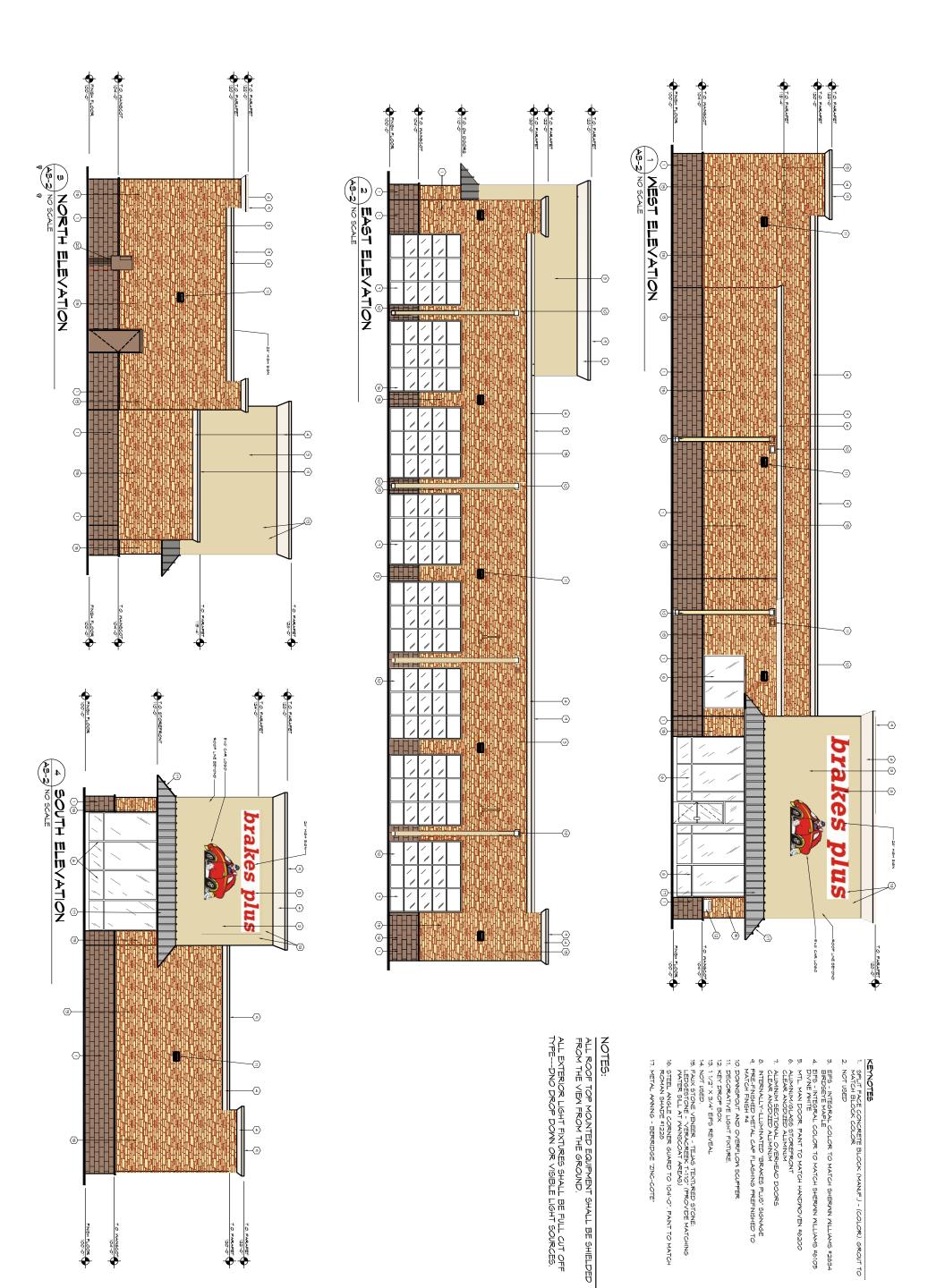
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Holly Montie, P.E.

Holly Mortin





					_
	REVISION	DATE	COMMENTS		ARCHITEC
ARCODEV JOE	-	-	-		ᆂ
# 80 80r A					ఠ
B					무
				405	RECORD
				105	밀
. I.					10

CHECKED BY:

NLH 01.28.16

DRAWN BY:

NORWAN L. HERMAN
2100 WEST LITILETON BLVD.
SUITE 200
LITILETON, CD. 80192
VOICE: 3003,738,98910
FAX: 3008,738,9890

ARCHITECT

EXTERIOR ELEVATIONS

A3-2

BRAKES PLUS



Finance Department

Karla Stovall, Chief Financial Officer

Phone: 214-975-0415 kstovall@littleelm.org

TOWN COUNCIL REGULAR AGENDA

Date March 15, 2016

PROJECT/ITEM:

Discussion and action to receive the Comprehensive Annual Financial Statements for the fiscal year ended September 30, 2015.

DESCRIPTION:

The CAFR is prepared annually as part of the Town Charter and State of Texas requirements. The audit of the Town's financial statements is conducted by an independent and certified public accountant. The Town staff is responsible for completeness and accuracy of the annual financial statements and CAFR.

The Town's financial statements have been audited by the independent audit firm of Weaver, L.L.P. The purpose of this item is to hear the report of the independent auditor and to present an overview of the financial statements.

RECOMMENDED ACTION

Staff recommends acceptance and receipt of the Town's Comprehensive Annual Report for the fiscal year ended 9/30/2015.

ATTACHMENTS

The CAFR will be sent out in a separate email and will be available on the Town's Web Page under the Finance Department.

wood	
Initial: Town Manager Finance Library Public Works Parks	-
Town Secretary Police Fire HR Development Services	
APPROVED DENIED TABLED WITHDRAWN	

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE:

March 15, 2016

PROJECT:

Eldorado Parkway (FM 720) Speed Zone Ordinance No.

1320

DESCRIPTION:

TxDOT recently finished Eldorado Parkway (FM 720) through the Town. Whenever a new road is constructed it is recommended to wait a few months after construction and conduct a speed study. Based on the results of the new speed study, staff is requesting the Town of Little Elm adopt a new Ordinance altering the prima facie speed for vehicles on Eldorado Parkway to match the speed study recommendation of 45 mph. TxDOT will furnish and install the necessary signs at the proper locations upon receipt of the signed ordinance from

the Town establishing the new speed limit.

Town Staff has prepared Ordinance No. 1320 for Town Council

consideration.

COST:

N/A

FUNDING:

N/A

RECOMMENDED ACTION:

Staff recommends Town Council approve Ordinance No. 1320 an Ordinance altering the prima facie speed limits established for vehicles under the provisions of Transportation Code, section 545.356 upon Eldorado Parkway between Oak Grove Parkway and Little Elm Parkway, within the incorporated limits of the Town of Little Elm, as set out in this Ordinance; and providing a penalty of a fine not to exceed \$200.00 for the violation thereof; repealing all ordinances in conflict herewith; providing a severability clause; providing for publication and effective date of this ordinance.

TOWN CONTACT:

Jason W. Laumer, P.E. Director of Development Services <u>JLaumer@littleelm.org</u> (214) 975-0473

ATTACHMENTS:

Ordinance No. 1320 1.

2. Engineering Speed Study

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1320

ORDINANCE ALTERING THE PRIMA **FACIE SPEED** LIMITS **ESTABLISHED FOR** UNDER THE VEHICLES **PROVISIONS** TRANSPORTATION CODE, SECTION 545.356, UPON ELDORADO PARKWAY BETWEEN OAK GROVE PARKWAY AND LITTLE ELM PARKWAY, WITHIN THE CORPORATE LIMITS OF THE TOWN OF LITTLE ELM AS SET OUT IN THIS ORDINANCE; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200.00 FOR THE VIOLATION THEREOF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of a municipality shall determine, upon the basis of an engineering and traffic investigation, that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the municipality, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, the governing body of the municipality may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

WHEREAS, upon the basis of engineering and traffic investigation heretofore made as authorized by the provisions of Transportation Code, Section 545.356, the Town of Little Elm, Texas ("Town") finds that the following prima facie speed limits hereafter indicated for vehicles on the attached *Exhibit "A"* (engineering and traffic investigation) are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named street and highways, or parts thereof.

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

SECTION 1: That from and after the date of the passage of this ordinance, no motor vehicle shall be operated along and upon Eldorado Parkway between Oak Grove Parkway and Little Elm Parkway within the corporate limits of the Town in excess of speeds now set forth in *Exhibit "A.*"

SECTION 2: The Town Mayor, or the Mayor's designee, is hereby authorized to cause to be erected, appropriate signs indicating such speed zones.

SECTION 3: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed Two Hundred Dollars (\$200.).

SECTION 4: All provisions of any ordinance in conflict herewith are hereby repealed insofar as it conflicts with this ordinance, but not otherwise; provided, however, that any complaint, 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 ordinance (or portion thereof) which is in conflict herewith shall continue to be governed by the provisions of that ordinance and for that purpose such ordinance shall be deemed to remain and shall continue in full force and effect.

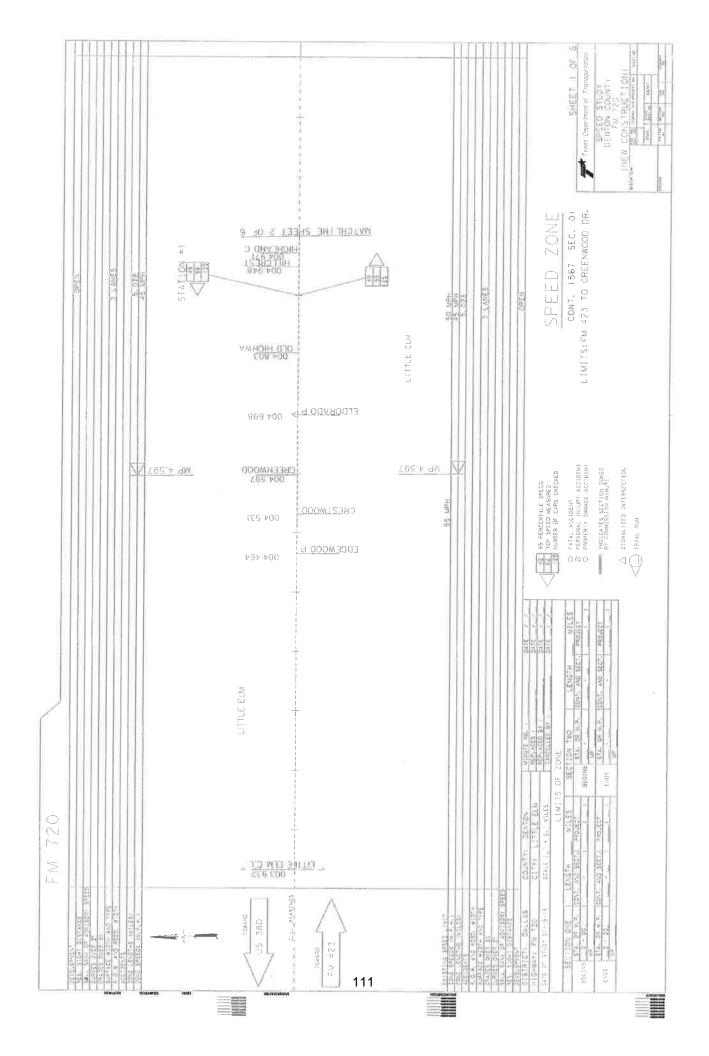
SECTION 5: The sections, paragraphs, sentences, phrases, clauses and words of this ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent 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.

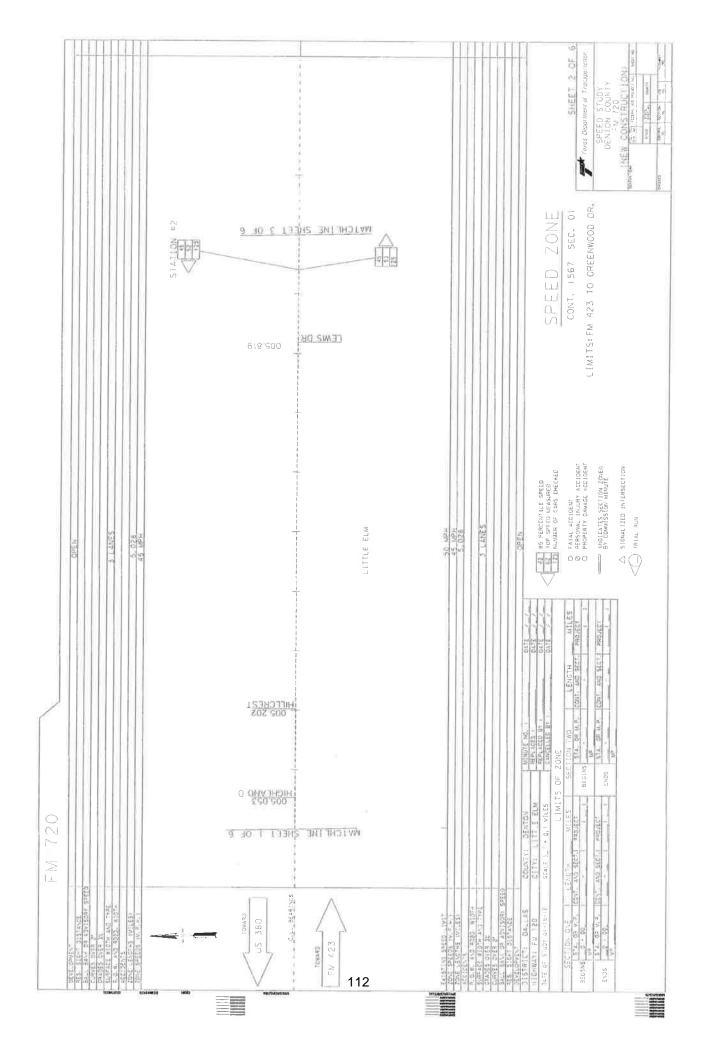
SECTION 6: This ordinance shall take effect immediately upon its passage and publication in accordance with and as provided by law.

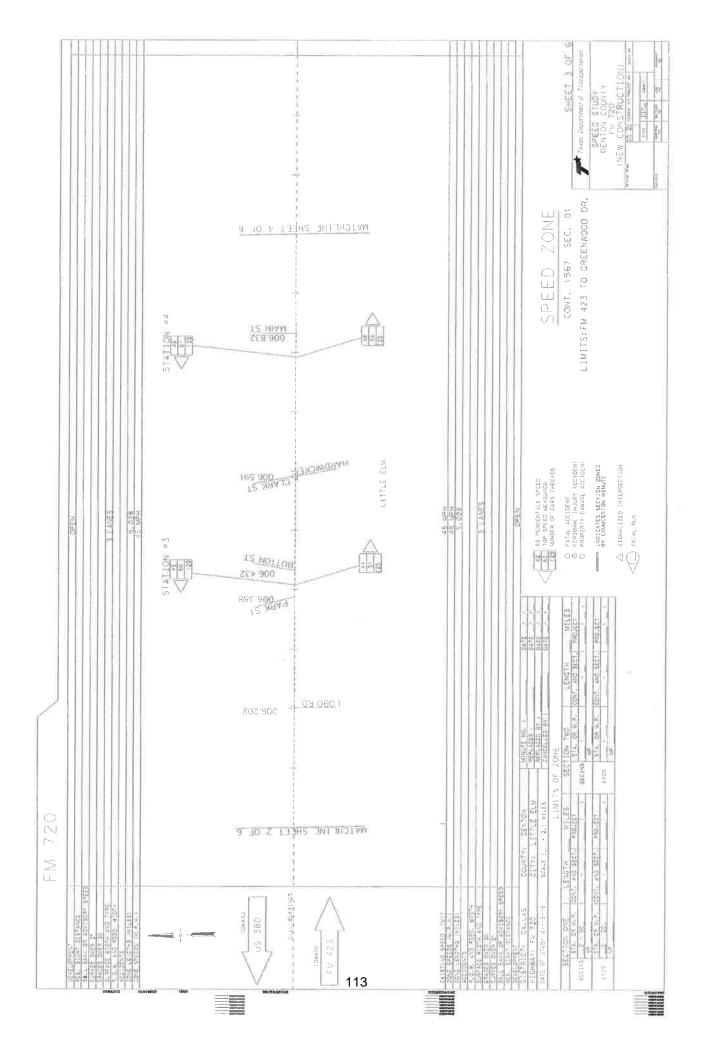
PASSED AND APPROVED THIS 15th DAY OF MARCH, 2016.

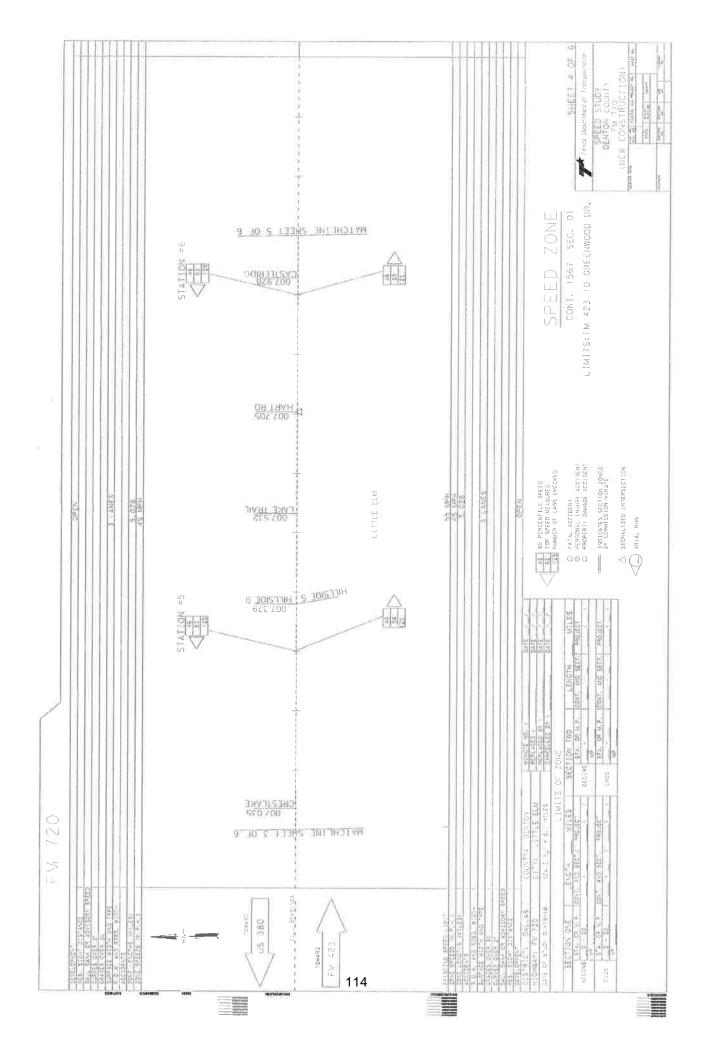
	Mayor, Town of Little Elm, Texas
Attest:	
Town Secretary, Town of Little Elm, Texas	

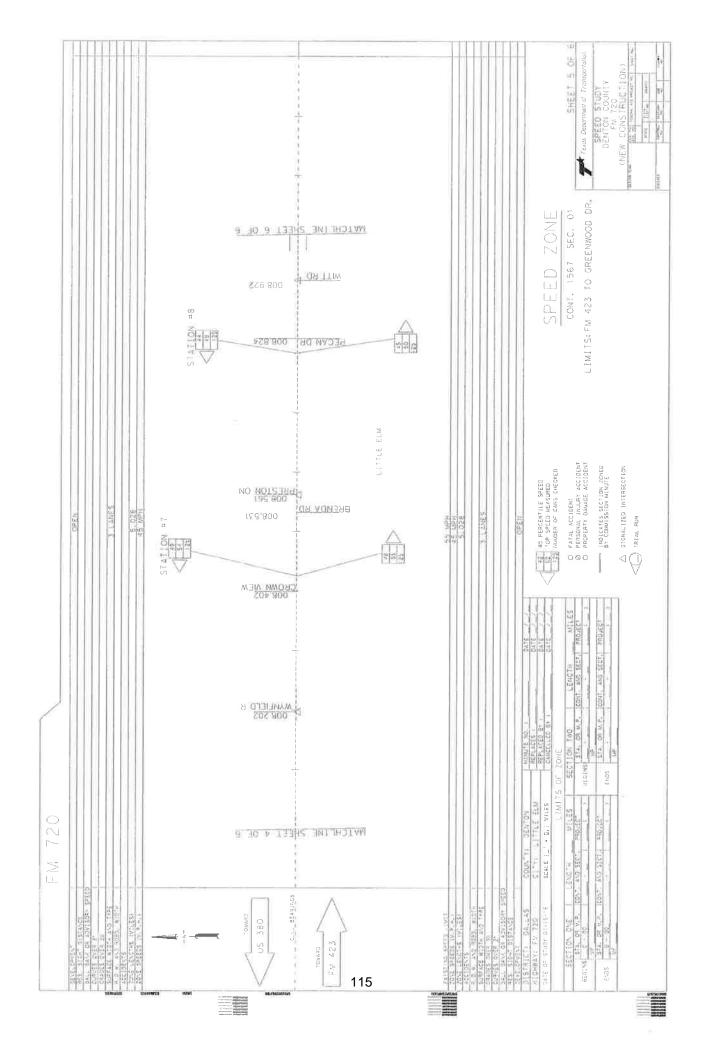
[SEAL]

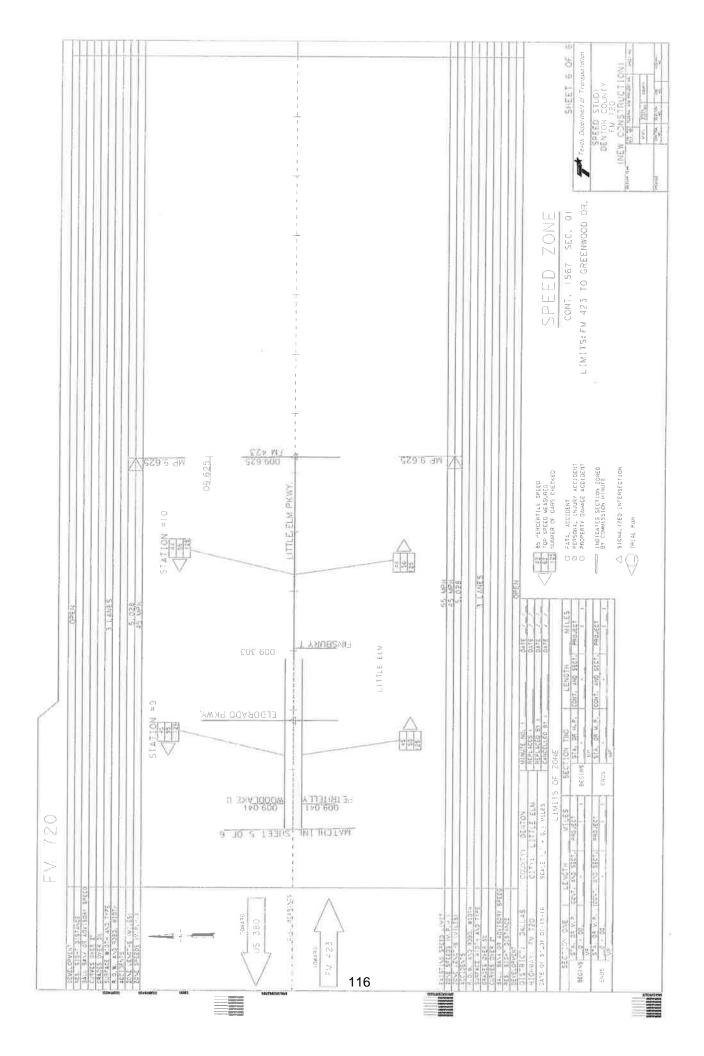












TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: March 15, 2016

PROJECT: Task Order with Freese & Nichols (Engineering Services

Contracts) for Comprehensive Plan Update, Impact Fee Update,

and Reuse/Irrigation Water Master Plan

DESCRIPTION: Town Staff has negotiated a Task Order for Comprehensive Plan

Update, Impact Fee Update, and Reuse/Irrigation Water Master Plan.

PHASE 1: COMPREHENSIVE PLAN UPDATE

Purpose

The primary purpose of this update is to bring the 2008 Comprehensive Plan up-to-date with the Town's existing conditions, accomplishments, and challenges. Town staff has done an excellent job at updating the plan annually; however, a thorough review and update is necessary at this time. Freese and Nichols, Inc. (FNI) will provide the Town of Little Elm with the best policy and strategy guidance to sustain and improve the community's livability and distinctive character, and to create enduring value for its citizens. The Plan Update should be equally responsive to citizens, community leaders, and Town officials. It should therefore incorporate, to the fullest extent possible, the views of all citizens within the community who have a desire to be involved. It is also the goal of the Plan Update to coordinate with the update of the Town's impact fees for roadways and water and wastewater facilities. Therefore, the following elements are included in the public participation strategy proposed by FNI.

Public Participation

The Comprehensive Plan Advisory Committee (CPAC)

It is suggested that the Town Council consider appointing of a citizen group to function as a Comprehensive Plan Advisory Committee (CPAC) as has been appointed in the past. This Committee would serve as the primary public interface with FNI, and would provide input in terms of visioning, proposed Plan recommendations, and first drafts of the various Plan elements (prior to their submittal for consideration to the general public, Planning & Zoning Commission, and Town Council). The CPAC should be geographically diverse and issue diverse; that is, the membership should be a cross-section from the community, and should represent the Town's diverse views and interests.

In order to ensure geographic diversity, members of CPAC should include representatives from the various geographic regions of the community. In order to ensure issue diversity, members of CPAC might include representatives from different facets of the community

such as the school district(s), realtors, Chamber of Commerce and/or local EDC, local neighborhood association(s), business owners, Town Council and the Planning & Zoning Commission, as well as involved citizens-at-large. This diversity in membership has been productive in planning efforts undertaken in other communities, especially in terms of gaining understanding, support and consensus for the Plan within the community as a whole during the preparation and approval process.

Town Website and Facebook Page

Overview

A community's comprehensive plan can generally be defined as a long-range planning tool that is intended to be used by municipal staff, decision-makers and citizens to direct the growth and physical development of a community for ten years, twenty years or an even longer period of time. This Comprehensive Plan will consist of four basic phases:

1) Documentation of Existing Conditions

• Task 1: Community Snapshot

- 2) Vision
 - Task 2: Vision
- 3) Recommendations
 - Task 3: Livability
 - Task 4: Future Land Use
 - Task 5: Transportation Plan
 - Task 6: Growth Management
 - Task 7: Public Facilities Planning
- 4) Implementation
 - Task 8: Implementation Plan

PHASE 2: WATER, WASTEWATER & ROADWAY IMPACT FEE UPDATE PHASE 3: REUSE MASTER PLAN

FNI understands that the Town of Little Elm is seeking to update the existing water, wastewater, and roadway impact fee system, consistent with the requirements of Chapter 395 of the Texas Local Government Codes. The Town seeks to do this by updating study areas, updating an existing conditions analysis, determining the growth in water demands and wastewater flows for the 10-year planning period, reviewing and updating the water and wastewater impact fee capital improvements program, determining projected vehicle-miles of growth for 10-year planning period, reviewing and updating the roadway impact fee capital improvements program, updating the land-use equivalency table and calculating the maximum fee per service-unit for service areas within Little Elm, updating the service unit equivalency table and calculating the maximum fee per service-unit for the water, wastewater and roadway systems within Little Elm. The study will be coordinated through a Capital Improvements Advisory Committee (appointed by the Town) and culminate with adoption through a public hearing

COST: \$320,000.00

FUNDING: Acct. Name & No

General Fund

Development Services Professional Services

112-6214-10-00 - \$110,000.00

Utility Fund

Admin Professional Services 612-6214-73-00 - \$160,000.00 Roadway Impact Fees - \$50,000.00

SCHEDULE: Expected to take approximately twelve (12) to twenty four (24)

months.

RECOMMENDED ACTION:

Staff recommends Council approve a Task Order for the

Comprehensive Plan, Impact Fee Update, and

Reuse/Irrigation Master Plan between the Town of Little Elm and Freese & Nichols for the amount of \$320,000.00 and authorize Town Manager to execute a contract for the

same.

TOWN CONTACT: Jason W. Laumer, P.E.

Director of Development Services

JLaumer@littleelm.org

(214) 975-0473

ATTACHMENTS: 1. Task Order

EXHIBIT A - WORK ORDER

MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("MAPS") No.: 100120 Work Order No.
Pursuant to and subject to the above-referenced MAPS, dated <u>1-19-2010</u> between the Town of Little Elm, Texas ("Owner"), <u>and Freese and Nichols, Inc. ("Consultant")</u> , Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:
OWNER PROVIDED INFORMATION:
Work Site: Comprehensive Plan Update, Impact Fee Update, and Reuse Water Master Plan
Work to Be Performed: As detailed in the attached Scope of Services
Drawings, plans, specifications (are) (are not) attached:
Date and Time to Commence:
Date and Time to Complete: As detailed in the attached Scope of Services
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by Owner
(if any):
Invoice Mailing Instructions:
Other Requirements or Variance from MSA (if any):
CONSULTANT PROVIDED INFORMATION:
Compensation: Consultant will provide Professional Services as outlined in the scope of work on a lump

basis with an estimate to complete the work as follows:

TOTAL	\$320,000
Basic Services: Reuse Master Plan (Phase 3)	\$40,000
Basic Services: Roadway Impact Fee Update (Phase 2)	\$50,000
Basic Services: W/WW CIP and Impact Fee Update (Phase 2)	\$120,000
Basic Services: Comprehensive Plan Update (Phase 1)	\$110,000

Scope of Work:

PROJECT DESCRIPTION. The Project is described as follows:

Freese and Nichols, Inc. shall render professional services for the;

- 1. Preparation of a comprehensive plan update.
- 2. Preparation of a water, wastewater and roadway impact fee update.
- 3. Preparation of a reuse water master plan.

EXHIBIT A - WORK ORDER

SCOPE OF SERVICES

BASIC SERVICES: See attachment with basic scope of services.

SPECIAL SERVICES: None.

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by the TOWN, which are not included in the above described scope of services, are described as follows:

- A. Field surveying required for the preparation of designs and drawings.
- B. GIS mapping services outside of the scope of this project or assistance with these services.
- C. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- D. Providing renderings, model, and mock-ups requested by the Owner.
- E. Making revisions to drawings or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- F. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- H. Conducting pilot plant studies or tests.
- I. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- J. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- K. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- L. Meetings in excess of the number of trips included in Article I for periodic site visits or coordination meetings.
- M. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- N. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

EXHIBIT A - WORK ORDER

ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

Consultant	Owner
Freese and Nichols, Inc/	Town of Little Elm
Ву:	Ву:
	Printed Name: Matt Mueller
Title: Vice President	Title: Town Manager
Date: 07/26/2016	Date:

PHASE 1: COMPREHENSIVE PLAN UPDATE

Purpose

The primary purpose of this update is to bring the 2008 Comprehensive Plan up-to-date with the Town's existing conditions, accomplishments, and challenges. Town staff has done an excellent job at updating the plan annually; however, a thorough review and update is necessary at this time. Freese and Nichols, Inc. (FNI) will provide the Town of Little Elm with the best policy and strategy guidance to sustain and improve the community's livability and distinctive character, and to create enduring value for its citizens. The Plan Update should be equally responsive to citizens, community leaders, and Town officials. It should therefore incorporate, to the fullest extent possible, the views of all citizens within the community who have a desire to be involved. It is also the goal of the Plan Update to coordinate with the update of the Town's impact fees for roadways and water and wastewater facilities. Therefore, the following elements are included in the public participation strategy proposed by FNI.

Public Participation

The following is a general description of the ways in which public participation will be garnered throughout the comprehensive plan updating process in Little Elm. It should be noted that public participation is also discussed in other parts of this Scope of Services.

The Comprehensive Plan Advisory Committee (CPAC)

It is suggested that the Town Council consider appointing of a citizen group to function as a Comprehensive Plan Advisory Committee (CPAC) as has been appointed in the past. This Committee would serve as the primary public interface with FNI, and would provide input in terms of visioning, proposed Plan recommendations, and first drafts of the various Plan elements (prior to their submittal for consideration to the general public, Planning & Zoning Commission, and Town Council). The CPAC should be geographically diverse and issue diverse; that is, the membership should be a cross-section from the community, and should represent the Town's diverse views and interests.

In order to ensure geographic diversity, members of CPAC should include representatives from the various geographic regions of the community. In order to ensure issue diversity, members of CPAC might include representatives from different facets of the community such as the school district(s), realtors, Chamber of Commerce and/or local EDC, local neighborhood association(s), business owners, Town Council and the Planning & Zoning Commission, as well as involved citizens-at-large. This diversity in membership has been productive in planning efforts undertaken in other communities, especially in terms of gaining understanding, support and consensus for the Plan within the community as a whole during the preparation and approval process.

The approach of establishing a Comprehensive Plan Advisory Committee will be very advantageous as the various recommendations of the Plan are presented to the Town as a whole. If each group (i.e., neighborhoods, retail/business interests, etc.) within Little Elm has had consistent representation on the Comprehensive Plan Advisory Committee, those members can function together in the spirit of teamwork in resolving planning issues. This method is an excellent compromise between a true grass roots approach and one that requires the Town Council to make all of the decisions.

Town Website and Facebook Page

It is suggested that the Town of Little Elm's website and Facebook page be routinely updated by Town staff with the latest information on the planning process. Such information should include discussion and photos of recent efforts, any upcoming meetings, current stages of the process, agendas and meetings of the Comprehensive Plan Advisory Committee meetings, and any other information the Town deems relevant.

FNI will work with Town staff to provide information the Town desires to have available to the public via the Town's website and Facebook page. Upon Town staff's request, FNI will submit such work products to the Town's Planning Department personnel in Adobe Acrobat format to be used for website documents. It shall be the Town's responsibility to post such information as it feels is relevant on its websites.

Town Hall Meetings

Town Hall meetings are a successful method to garner public involvement. The purpose of the first meeting is to: 1) inform the public of the comprehensive planning process the Town is going to be engaging in; 2) inform the public of the information about their Town that has been compiled for the Snapshot; and 3) to gather public input on issues that citizens consider important and that need to be addressed within the Plan.

The second Town Hall Meeting should be conducted after the CPAC has reviewed FNI's preliminary Comprehensive Plan Update recommendations. The purpose of this Town Hall Meeting would be to present the Plan Update recommendations to the citizens of Little Elm and solicit feedback.

Joint Workshop

Toward the end of the comprehensive planning process, but prior to the Comprehensive Plan Update being adopted, one (1) workshop should be held with the Planning & Zoning Commission and Town Council. FNI will prepare and make a presentation outlining the primary components of the Comprehensive Plan Update, including the public participation process, recommendations, and applicable implementation strategies. It is anticipated that Comprehensive Plan Advisory Committee members and Town officials who have been involved in the planning process will attend this workshop. The intent of this workshop is to ensure that the Town's elected and appointed officials have sufficient opportunities to become familiar and provide input on the draft plan prior to considering adoption.

Comprehensive Plan Update

The purpose of the Comprehensive Plan Update is to address current issues facing the Town of Little Elm that need specific guidance. The Comprehensive Plan Update will replace the Town's previous Plan. The following outlines the way in which the comprehensive planning process that results in Comprehensive Plan Update will be approached by FNI.

Overview

A community's comprehensive plan can generally be defined as a long-range planning tool that is intended to be used by municipal staff, decision-makers and citizens to direct the growth and physical development of a community for ten years, twenty years or an even longer period of time. This Comprehensive Plan will consist of four basic phases:

1) Documentation of Existing Conditions

• Task 1: Community Snapshot

2) Vision

• Task 2: Vision

3) Recommendations

- Task 3: Livability
- Task 4: Future Land Use
- Task 5: Transportation Plan
- Task 6: Growth Management
- Task 7: Public Facilities Planning

4) Implementation

• Task 8: Implementation Plan

Task 1: Community Snapshot

The first step of the planning process is writing the Community Snapshot. During this task, demographic data for the Town will be collected, analyzed and graphically depicted to convey an understandable story of who Little Elm is today. Additionally, the community's history, population growth trends, existing land use and other physical and environmental factors will be examined. The final outcome of the Community Snapshot element will be the establishment of a foundation from which realistic and informed planning decisions may be made.

1.1. History Trends, Population Growth and Demographic Profile

In terms of social and economic characteristics, a discussion of the following will be conducted:

- Historical timeline of Little Elm, including major events that impacted the physical development of the community;
- Historical population and related growth trends
- Data and growth trends of the city will be coordinated with land use assumptions for impact fees (Phase 2): and
- Demographic profile (age, race, income and household type utilizing the 2009-2013 ACS dataset).

1.2. Existing Land Use Analysis

An inventory of existing land use will be conducted and will include:

- Analysis of the types of existing land use (color-coded by category and quantified by acres);
- Discussion of existing development patterns; and
- Discussion of existing land use relationships, both positive and negative.

1.3. Physical Constraints

Little Elm's built and natural physical environment greatly influences its future land use pattern and rate of growth. The following are the specific elements to be documented in order to describe the existing physical environment:

- Documentation of the Town's current municipal boundaries and regulatory control; and
- Analysis of the Town's major topographic features, prominent physical features, drainage basins and floodplain.

1.4. Planning Context

An understanding of the planning context will help to set the framework from which general planning decisions can be made. This includes an understanding of both local and regional planning efforts as well as issues which may significantly impact future planning decisions within the Town. The following are elements to be documented in order to establish the planning context:

- Past and ongoing planning efforts conducted by the Town, such as previous comprehensive plans, urban design plans and other planning efforts;
- Regional initiatives, such as Denton County or NCTCOG identified projects that may impact development decisions; and
- External factors that may ultimately impact land use decisions within Little Elm, such as the roadway design.

Task 2: Vision

Little Elm's vision is more than simply an idea of what the Town wishes to become; a vision is reflective of the many tangible and intangible characteristics and values that Little Elm desires to preserve and provide for current residents and future generations of residents who will call the community home. This important step involves conducting exercises pertaining to what those values and characteristics are and how they may be conveyed and reflected within the physical environment.

2.1. Issue Identification

Issue identification is critical in creating a Comprehensive Plan that is responsive to the Town's needs. Therefore, at one of the first meetings of the Comprehensive Plan Advisory Committee (CPAC), members will be solicited to identify key issues they believe are important for the Comprehensive Plan to address.

2.2. Visual Character Survey

A Visual Character Survey (VCS) is a technique where respondents are asked to score a series of photographs based on their preferences with regard to what they find to be visually preferable. The photographs illustrate various aspects of the developed environment such as land use, architecture, landscaping and building orientation. For this exercise, FNI will use our instant polling software where respondents will electronically rate each image and results on the overall voting are instantly shown, if desired. This exercise will help to identify the types of infill development and redevelopment that are desired within Little Elm. This exercise may be used with the CPAC, at a public forum or with both.

2.3. Land Use Scenario

An initial land use scenario will be developed with the CPAC and will serve as the initial step in visualizing and graphically depicting the community vision, eventually leading to the development of the Future Land Use recommendations. The land use scenario will highlight areas of preservation and areas of change, and will begin to organize discussion on key areas within the community that present future opportunities for the Town.

2.4. Preparation of Vision Statement, Mission Statement, and Goals and Objectives

Based on the results of CPAC and public input, a vision statement, a mission statement, and a listing of goals and objectives will be prepared. Goals and objectives derived are intended not only to guide the formation of plan recommendations and identify key focus areas, but they are ultimately the basis for the Implementation Plan's action items. Goals and objectives will be submitted to the CPAC for review and input. If desired, the Council and Planning and Zoning Commission may also provide input into the review and development of goals and objectives in order to ensure that significant issues are identified early in the planning process.

Task 3: Livability

Community livability refers to the many tangible and intangible characteristics of Little Elm that contribute to the Town's quality of life. During this task, FNI will define and create recommendations on what the Town of Little Elm should consider to maintain and improve the quality of life for its residents. Input gathered from the Visual Character Survey, the CPAC and public input will be utilized as the basis for identifying and defining the amenities desired by residents for Little Elm.

3.1. Current Planning Trends

FNI will examine and provide current, applicable planning trends, which may be utilized as tools for infill development or as tools for new development on remaining vacant land. Some sustainable design principles may include:

- Mixed-use development/New Urbanism
- Nodal centers

- Life-cycle housing
- Pedestrian design
- Form-based code districts
- Environmentally sensitive development
- Sustainable traditional approaches

3.2. Design Enhancements

FNI will provide recommendations on the following design characteristics within Little Elm:

- Street design enhancements
- Pedestrian enhancements
- Screening and buffering techniques
- Optimal or desired neighborhood layouts
- Land use integration
- Signage standards
- Landscaping standards

3.3. Housing Strategies

The cornerstone of a livable community lies within its neighborhoods. FNI will conduct a survey of aerial images of existing housing that will be codified into Geographic Information Systems (GIS). The product will be a graphical depiction of existing generalized housing conditions within the Town. This analysis will help to identify and target specific strategies within certain areas of the community.

Based upon the data collected from the existing conditions analysis, recommendations pertaining to new development, infill development/redevelopment, neighborhood integrity programs, available funding sources for housing rehabilitation, housing types, housing mix and generalized density strategies will be provided. The housing strategies component will address the needs of future residents and will enable Town staff to prepare an organized program for addressing housing issues in Little Elm, such as Code Enforcement programs.

Task 4: Future Land Use Plan

Little Elm's Future Land Use Plan is a policy document that is intended to guide Town staff and officials as they make decision on where, when and how the Town should grow. Development of a land use plan that is understandable to citizens, Town staff, the Planning and Zoning Commission and Town Council will ensure that a cohesive and unified vision for Little Elm is presented to developers and property owners as future development and redevelopment occurs within the community.

The existing Future Land Use Plan has served Little Elm well and it is anticipated that only some changes to the current future land use plan will be needed. The update of this chapter is more of a refinement and builds upon previous efforts rather than an entire reconstruction or rebuilding of the future land use plan. The plan will be modernized with a fresh look and more details will be provided about land use categories and targeted development in specific areas.

This portion of the Comprehensive Plan will take into account existing land use information, current zoning regulations, economic development objectives, past development patterns, and infill/redevelopment opportunities and will integrate them into an understandable graphic depiction of the community's future.

4.1. Future Land Use Types Defined

A key component of the Future Land Use Plan is the definition and discussion of future land use types, including any new types of land use that may be applicable within the Town. Discussions of the types of land uses will include associated character guidelines, preferred locations, and general density guidelines (for residential uses).

4.2. Land Use Projections

Land use projections, based upon projected growth scenario, will be calculated. Land use projections will depict the acreage by land use type as reflected within the Future Land Use Plan Map.

4.3. Ultimate Capacity and Population Projections

The ultimate capacity of Little Elm, based upon the Future Land Use Plan Map, will be calculated in order to provide a general carrying capacity. Additionally, FNI will develop a new projected growth rate for the Town based upon historical growth patterns and future growth considerations. The combination of the ultimate capacity and population projections will help guide decisions pertaining to infrastructure, parks, public facilities and other Capital Improvement Program items.

4.4. Future Land Use Plan Map

The Future Land Use Plan will culminate with the depiction of color-coded land uses within the Town's planning area. The plan will consider the following:

- Location of future residential, nonresidential, open space and public land uses;
- Location of environmentally sensitive areas or barriers that should be considered when making future development decisions; and
- Location of future land uses along major transportation corridors.

For scoping purposes, one (1) land use scenario will be prepared and detailed with the information listed above.

Task 5: Transportation Plan

Land use and transportation decisions are interrelated. As much of the Town's built environment is already in place, the transportation systems will be addressed with consideration given to the existing development patterns.

5.1. Existing Conditions

FNI will conduct a general overview of the existing thoroughfare system to serve as a basis for plan development. Elements of this assessment will include:

- Existing thoroughfare master plan
- Existing functional classification
- Existing traffic signal locations, as provided by the Town
- Existing and future major traffic generators, as provided by the Town
- Existing daily traffic volumes, as provided by Town
- Recent accident history, as provided by the Town
- Planned transportation improvements

5.2. Transportation Planning

Various transportation planning concepts that may be appropriate in Little Elm will be discussed, providing both traditional and innovative considerations for roadway design. Examples of transportation planning principles that may be discussed include functional street classifications, roadway sizing options and roadway design standards.

5.3. Transportation Plan

FNI will create a Thoroughfare Plan to address community development and redevelopment. In addition to examining both existing and future vehicular considerations, the Transportation Plan may also examine non-motorized modes of transportation, such as pedestrian and bicycle accommodations, by identifying key areas and corridors within the Town where such enhancements may be desired.

Task 6: Growth Management

A municipality's need to coordinate growth and development is rooted in its necessity to protect the health, safety and welfare of its citizens. The expansion of the Town helps to ensure the safe and orderly development in growing areas that would otherwise be in the county, which has very limited power to properly manage development. Therefore, developing a strategy for annexation is necessary to the future welfare of the community and outlying region. This element will incorporate information from throughout the plan, particularly the Future Land Use Plan, to provide policies and guidance for responsible growth in the short- and long-term. Specifically, this task will include the following:

- Overview of State law requirements regarding annexation,
- Goals and policies to guide future annexation, and
- Generalized recommendations (e.g., schedule and map) for targeted areas for future possible annexation.

Task 7: Public Facilities Planning

This task will address the expectations that Little Elm's residents have regarding certain public services and the facilities needed to provide those services. It will focus upon the building space and personnel needed to provide services such as police, fire, library and administration, among others.

7.1. Existing Facilities Analysis

FNI will conduct an analysis on existing public facilities, including a general inventory of departments housed in each building, their function, the number of employees and the general conditions of each building. FNI will also provide a general assessment of the current levels of service provided to Town residents. Examples of public services that may be examined may include the following:

- Police protection
- Fire protection
- City Hall
- City administration
- Library services
- Community facilities

7.2. Identification of Future Needs

The demands for public building space at all levels of government usually increase as the population served grows and as the level of service expands. New facilities will be needed to house the additional employees and to replace any existing municipal facilities that may become obsolete as Little Elm continues to grow. After the facilities analysis is completed, FNI will make recommendations to help determine the need for new, expanded or more centralized facilities. Future public facilities should be coordinated with preferred areas for potential growth and redevelopment in order to provide direct service to residential areas and promote service efficiency.

Task 8: Implementation Plan

The Implementation Plan will be structured into a coordinated action program so that Town leaders, staff, and other decision-makers can easily identify the steps that are necessary to achieve the vision for the Town that is described within the Comprehensive Plan. The Implementation Plan will outline priorities primarily by:

- Reviewing the various policies and related recommendations from each Plan element;
- Dividing the policies and related recommendations into applicable implementation techniques/actions an overall Action Plan such as regulatory actions (e.g., possible zoning or subdivision ordinance updates), programs, and intergovernmental partnerships; and
- Prioritizing the implementation techniques/actions into appropriate timeframes.

Meetings

Ten (10) meetings are included in this project scope. Any additional meetings requested by the Town will be considered Additional Services. These additional billable fees would include travel expenses incurred during travel to and from the Town. Meetings are envisioned as follows:

Meeting		Month											
	iviceting	1	2	3	4	5	6	7	8	9	10	11	12
1	CPAC Meeting: Kick-Off and Chapter 1 (Snapshot)												
2	Town Hall Meeting: Kick-Off												
3	CPAC Meeting: Chapter 2 (Vision)												
4	CPAC Meeting: Chapter 3 (Livability)												
5	CPAC Meeting: Chapter 4 (FLUP) and Chapter 5 (Transportation)												
6	CPAC Meeting: Chapter 6 (Growth) and Chapter 7 (Facilities)												
7	CPAC Meeting: Chapter 8 (Implementation)												
8	Town Hall Meeting: Complete review												
9	CPAC Meeting: Complete draft review												
10	Joint P&Z/City Council Workshop												

Deliverables

FNI will provide the Town with all electronic files necessary to edit and recreate the document (Word, PDF, and ArcGIS), and five (5) hardcopies of the final adopted document.

PHASE 2: WATER, WASTEWATER & ROADWAY IMPACT FEE UPDATE

Project Understanding

FNI understands that the Town of Little Elm is seeking to update the existing water, wastewater, and roadway impact fee system, consistent with the requirements of Chapter 395 of the Texas Local Government Codes. The Town seeks to do this by updating study areas, updating an existing conditions analysis, determining the growth in water demands and wastewater flows for the 10-year planning period, reviewing and updating the water and wastewater impact fee capital improvements program, determining projected vehicle-miles of growth for 10-year planning period, reviewing and updating the roadway impact fee capital improvements program, updating the land-use equivalency table and calculating the maximum fee per service-unit for service areas within Little Elm, updating the service unit equivalency table and calculating the maximum fee per service-unit for the water, wastewater and roadway systems within Little Elm. The study will be coordinated through a Capital Improvements Advisory Committee (appointed by the Town) and culminate with adoption through a public hearing process.

Task A. Kickoff Meeting, Data Collection & Land Use Assumptions

- Al. <u>Project Kickoff Meeting and Obtain Data:</u> FNI will hold an initial meeting with the Town to review proposed scope of services, approach, goals and deliverables of the study. FNI will provide the Town with a Data Request Memorandum listing the data needed including ordinances, size and number of meters, design project cost data, adopted thoroughfare plan, etc. FNI will obtain existing data from the Town. The meeting will include discussion of the following:
 - Scheduling and project coordination
 - Information and data needs from the Town
 - A review of recent and proposed developments within the Town
 - Existing Impact Fee Structure
- A2. Prepare Land Use Assumptions (LUA): FNI will develop land use assumptions for the Impact Fee Study. Where possible, FNI will utilize data contained in the previous impact fee LUA report and the Comprehensive Plan. This task will include; preparation of population and employment estimates correlated with associated service area zones, preparation of ten-year growth and build-out assumptions in coordination with the Town's Comprehensive Future Land Use Plan, and preparation of a summary chapter containing service zone maps; documentation of methodology for existing land use, ten-year and ultimate projections projection; and associated tables of projection estimates.

FNI will meet with the Town to discuss the existing land uses and current and projected populations and for 5 year & 10 year conditions including the ETJ. A review the existing service area structure will be made to ensure compliance with state legislation. Reconfiguration of service area boundaries would be based on recent annexations, potential future annexation areas, legislative limitations, the existing service area structure, North Central Texas Council of Governments (NCTCOG) traffic survey zones, and input/feedback from Town Staff.

A3. <u>Data Collection</u>: FNI will compile information from the Town including updated GIS files, recently completed system improvements, water production data, utility billing data, and wastewater flow data. FNI will assemble available roadway inventory, pertinent roadway construction cost data from impact fee projects and other impact fee program data available for the study update. To help support this study update, FNI will collect PM peak hour directional

traffic volumes at up to fifteen (15) locations throughout the Town. FNI will review previous impact fee study and CIP project locations to assist in determination of count locations. If available, the Town will provide existing traffic count data to supplement new counts. Following completion of the data collection effort, updated data will be compiled into a database for use in subsequent analysis.

- A4. <u>Review Historical Water Demands and Wastewater Flows</u>: FNI will review historical water demands and wastewater flows to determine peaking factors and per capita usage for projections.
- A5. <u>Develop Water System Demands for Existing, 5-year, 10-year, and Buildout Conditions</u>: FNI will use land use assumptions and historical water demand data to develop water demands for existing, 5-year, 10-year, and Buildout conditions for residential and commercial land uses.
- A6. <u>Develop Wastewater Flows for Existing, 5-year, 10-year, and Buildout Conditions</u>: FNI will use land use assumptions and historical data to develop wastewater flows for existing, 5-year, 10-year, and Buildout conditions for residential and commercial land uses.

Task B. Water & Wastewater Impact Fee Analysis

- B1. Field Testing FNI will identify locations for field testing based on model calibration needs and areas of concern from Town. FNI will install hydrant pressure recorders at up to eight (8) locations throughout the water distribution system for one week. FNI will prepare procedures for field testing showing proposed location of testing, duration of testing, required SCADA data during testing period, and assistance from Public Works. Town will provide FNI with SCADA data from pressure testing period.
- B2. <u>Update Water System Model</u>: FNI will update the water model in H2OMAP Water software using the updated GIS and as-built drawings. The model will consist of all 6-inch and larger lines that are currently in the GIS plus recently constructed lines that may not appear in the GIS.
- B3. <u>Update Wastewater System Model</u>: FNI will update the wastewater model in H2OMAP Sewer software using the updated GIS and as-built drawings. The model will consist of all 6-inch and larger lines that are currently in the GIS plus recently constructed lines that may not appear in the GIS.
- B4. <u>Calibrate Water Model and Verify Wastewater Model</u>: FNI conduct steady-state model runs using field testing data to calibrate the water model. FNI will conduct a steady-state model verification for the wastewater model to ensure the model represents real-world operational conditions.
- B5. <u>Evaluate Pumping and Storage Capacity</u>: FNI will evaluate existing and future pumping capacity with regards to TCEQ requirements and general industry recommendations. Ground and elevated storage will also be evaluated.
- B6. <u>Conduct Water and Wastewater System Modeling</u>: FNI will conduct hydraulic modeling for existing, 5-year, 10-year, and Buildout conditions. Water system modeling will consist of average day, maximum day, peak hour, and fire flow demand conditions. Wastewater system modeling will consist of average daily flow and peak wet weather flow conditions.

- B7. <u>Identify Water System Improvements</u>: FNI will utilize modeling results to identify water system improvements required to support growth for the 5-year, 10-year, and Buildout conditions.
- B8. <u>Identify Wastewater System Improvements</u>: FNI will utilize modeling results to identify wastewater system improvements required to support growth for the 5-year, 10-year, and Buildout conditions.
- B9. <u>Develop Water and Wastewater Capital Improvements Plan (CIP)</u>: FNI will develop prioritization and costs for each proposed project in Year 2015 dollars including engineering and contingencies. Large scale citywide maps will be produced showing proposed projects, costs, and recommended in-service dates.
- B10. <u>Identify Existing Projects Eligible for Impact Fee Cost Recovery</u>: FNI will review recently constructed water and wastewater improvements and determine which projects have excess capacity and are potentially eligible for future cost recovery for 10-year growth.
- B11. Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing Projects: FNI will utilize water and wastewater models to evaluate excess capacity in recently completed projects for inclusion into impact fee cost recovery analysis.
- B12. <u>Develop Water and Wastewater Impact Fee CIP</u>: FNI will utilize model results to develop a Water and Wastewater Impact Fee CIP to serve growth over the next 10 years with cost estimates and mapping.
- B13. Conduct Water and Wastewater Impact Fee Capacity Analysis for Proposed Capital Improvement Projects: FNI will utilize water and wastewater models to analyze eligible capacity in proposed water and wastewater improvements for inclusion into impact fee cost recovery to meet 10-year projected growth.
- B14. <u>Calculate Water and Wastewater Costs Eligible for Impact Fee Cost Recovery</u>: FNI will utilize the capacity analysis and capital project costs to calculate percentage of project cost eligible for impact fee cost recovery.
- B15. <u>Develop Service Unit Equivalents (SUEs) for Water and Wastewater Systems</u>: FNI will utilize equivalent capacity of water meters and land use data to establish the service unit equivalents (SUEs) required in Chapter 395 of the Texas Local Government Code for existing conditions. FNI will utilize demographic data, meter size breakdown and impact fee code requirements to project 10-year service unit equivalents for water and wastewater.
- B16. <u>Calculate Maximum Allowable Water and Wastewater Impact Fees</u>: FNI will develop maximum allowable water and wastewater impact fees in accordance with Chapter 395 of the Texas Local Government Code using existing and proposed capital improvement costs to support 10-year growth based on projected increase in SUEs.

Task C. Roadway Impact Fee Analysis

- C1. <u>Update Service Area Structure:</u> Service areas will be reconfigured to coincide with recent area annexations. FNI will review the previous system service area structure for boundary additions. A review the existing service area structure will also be made to ensure compliance with state legislation.
- C2. <u>Existing Capital Improvements Inventory Update</u>: Based on the data assembled and collected and service area boundaries, an inventory and analysis of existing roadways will be prepared for major roadways in the Town. The inventory will contain the following information of existing collector and arterial status roadways by service area:
 - Roadway segment name and limits
 - Length (in miles), number of lanes and facility type (divided, undivided, collector, arterial, etc.)
 - PM peak hour directional volumes

An existing conditions analysis will be prepared to calculate capacity provided and utilized of existing capital improvements. Any roadway deficiencies identified will be summarized by service area for use in the capital improvements analysis.

- C3. <u>Determination of Projected Roadway Demand</u>: Determination of projected roadway demand over the 10-year planning period will be based on socio-demographic data developed in the land use assumptions report prepared as part of the update process. FNI will coordinate with the Study Team to ensure growth projections are compatible with travel forecast needs. The service unit equivalency table will serve as the basis for determination of the number of service units generated within individual service areas over the ten-year planning period.
- C4. Prepare Roadway Capital Improvements Program: An updated impact fee capital improvements program (CIP) will be prepared incorporating growth considerations over the ten-year planning period, the Town Thoroughfare Plan, fiscal constraints and Town Staff input. This process will include the identification and recommendation of specific roadway projects for inclusion into the impact fee CIP list. Cost information of both existing and proposed capital projects will be collected and developed for inclusion into an updated CIP database. For completed projects (identified as part of the previous impact fee system CIP), incorporation of actual cost data will be included as per legislative requirements. The Town will provide completed projects cost data. For projects additions to CIP, appropriate historic unit cost data will be collected from the Town and used as a basis for cost estimates by FNI. An evaluation of existing CIP projects will also be performed to ensure excess capacity is available for projects to be included in the impact fee system.
- C5. <u>Roadway CIP Database Update and Maximum Fee Calculation</u>: CIP data will be compiled into an updated roadway projects database. This database will be prepared by service area and include the following information:
 - Roadway segment name and limits.
 - Number of lanes, length and facility type.
 - Project cost information (construction, engineering, ROW, debt service).
 - Capacity provided by CIP projects, utilized and percent attributable to new development.
 - Project cost attributable to new development.

Based on data compiled into the CIP database, an updated maximum cost per service unit will be calculated for service areas within the Town.

C6. <u>Update of Land Use Equivalency Table</u>: The service unit equivalency table for specific land uses will be updated to incorporate available updated trip rate and trip length data. Traffic data will be based on information presented in the ITE <u>Trip Generation Manual</u>, 9th Edition and any supplemental information of trip type activity. Subject to availability of data, additional land uses (up to three) identified by Staff not currently contained within the equivalency table will be researched and incorporated.

Phase D. Impact Fee Report Development and Meeting Attendance

- D1. Develop Draft Water, Wastewater and Roadway Impact Fee Study Report: FNI will prepare and send five (5) hard copies and an electronic PDF copy of the draft water, wastewater and roadway impact fee study report discussing methodology, water and wastewater loads, utilization of water & wastewater improvements, roadway demands, and impact fee calculations. Report will include water, wastewater and roadway maps depicting existing and proposed system improvements required to meet projected 10-year growth needs. The Town will review and comment prior to entering the public hearing process.
- D2. <u>Meetings with the Town Staff:</u> FNI will meet with the Town Staff up to three (3) times throughout the impact fee update process to discuss the findings, impact fee calculations, and recommendations for setting the water, wastewater and roadway impact fees for the Town.
- D3. <u>Finalize Impact Fee Study Report:</u> Based on comments by Town's Staff, FNI will finalize and send ten (10) copies of the final Water, Wastewater and Roadway Impact Fee Study to the Town along with an electronic copy of files for graphs, forms and tables of the impact fee calculations including a PDF for the final report.
- D4. <u>Impact Fee Benchmarking:</u> FNI will develop comparison tables of impact fees of the Town with area peer cities for use by the Town in considering collection rates. Town Staff and/or the CIAC will identify up to eight (8) area cities for the comparison. Fee comparisons will be based on land use types of single-family residential, general retail or office, restaurant, etc. Up to five (5) land use types will be compared. A chart depicting the combined result of wastewater and roadway impact fees for each land use will be prepared.
- D5. <u>Present Impact Fee Analysis to Impact Fee Advisory Committee:</u> Attend up to three (3) Impact Fee Advisory Committee meetings to present Land Use Assumptions, Water, Wastewater and Roadway CIPs and results of impact fee analysis.
- D6. Attend Public Hearing and Meet with Town Council on the Adoption of the Impact Fees. Attend one (1) Public Hearing to present the updated Land Use Assumptions, CIPs for water, wastewater and roadways, and results of impact fee analysis. At this hearing, it is anticipated that Town staff will present recommendations on the adoption of the impact fees report and associated ordinance materials to the Town Council.

PHASE 3: REUSE MASTER PLAN

- 1. <u>Kick-off Meeting and Data Collection</u>: FNI will meet with Town Utility staff to obtain pump curves, system operation data, irrigation well layout drawings, metering locations, and other pertinent information.
- 2. <u>Document Reuse System</u>: FNI will document the existing and planned reuse facilities with large scale citywide maps.
- 3. <u>Develop Demand Data for Existing Reuse System</u>: FNI will review and evaluate historical reuse customer usage over the last 5 years. FNI will utilize historical records to develop existing reuse demands.
- 4. <u>Identify Potential Reuse Customers</u>: FNI will work with Town staff to identify potential industrial, commercial and irrigation customers based on usage and proximity to existing reuse facilities. FNI will develop demands for up to four types of customers such as community parks, greenbelts and medians, golf course ponds, and schools.
- 5. <u>Develop 5-year, 10-year, and Buildout Reuse Demands</u>: FNI will utilize per acre irrigation water usage and irrigated areas (acres) to develop future demands for 5-year, 10-year, and Buildout reuse operating conditions.
- 6. <u>Review TCEQ Issued Reuse Authorization</u>: FNI will review the TCEQ issued reuse authorization and identify need for amendments to current reuse authorization.
- 7. <u>Develop Reuse System Improvements</u>: FNI will conduct hydraulic analysis to identify pumping, storage, and pipeline improvements required to support growth for 5-year, 10-year, and Buildout conditions.
- 8. <u>Develop Draft Project Phasing and Capital Improvement Plan (CIP)</u>: FNI will develop prioritization and cost estimates for each proposed project in Year 2015 dollars including engineering and contingencies. Large scale citywide maps will be produced showing proposed projects, costs, and recommended in-service dates.
- 9. <u>Meet with Town to Review Capital Improvement Plan</u>: FNI will meet with Town to discuss the draft CIP, project phasing, and costs.
- 10. <u>Prepare Reuse Master Plan Report</u>: FNI will prepare a draft report summarizing the reuse demand projections, CIP, and project costs estimates. FNI will deliver three (3) hard copies of the report to the Town and one (1) electronic copy.
- 11. <u>Meet with Town to Review Draft Report</u>: FNI will meet with the Town to discuss the draft report.
- 12. <u>Final Reuse Master Plan Report</u>: FNI will address comments and deliver ten (10) hard copies of the final report to the Town.
- 13. <u>Conduct Council Presentation</u>: FNI will conduct a presentation of the Reuse Master Plan to Town Council in a workshop.

Project Schedule

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

FNI will submit the Comprehensive Plan Update Report outlined in Phase 1 in twelve months.

Based on experience in preparing impact fee study updates, the schedule completing the technical aspects of Phase 2 is between four and five months. Given that a public hearing process requires 30-day public notice periods, the overall study time frame for Phase 2 is expected to take between six and seven months. This timeframe is dependent on the ability of Town Staff, Capital Improvements Advisory Committee and Town Council to provide feedback to study submittals.

FNI will submit the Reuse Master Plan Report outlined in Phase 3 in six months.

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

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

l of 1

Complete Nos. 1 - 4 and 6 if there are interested properties to Complete Nos. 1, 2, 3, 5, and 6 if there are no interest.		ISE ONLY ON OF FILING				
 Name of business entity filing form, and the ci of business. 	Certificate Number: 2016-18756					
Freese and Nichols, Inc. Fort Worth, TX United States						
	hat is a party to the contract for which the form is	Date Filed: 02/26/2016				
being filed. Town of Little Elm		Date Acknowledg	ed·			
TOWN OF LIME LIM		Date Administracy	ou.			
3 Provide the identification number used by the description of the goods or services to be pro-	governmental entity or state agency to track or identi	fy the contract, and	provide a			
MAPS 100120 WO	rided under the contract.					
Engineering Services for Comprehensive Pl	an Update, Impact Fee Update, and Reuse Water M	Master Plan				
4 Name of Interested Party	City, State, Country (place of business)	Nature of interest	(check applicable)			
	only class country (place of basiness)	Controlling	Intermediary			
Hatley, Tricia	Oklahoma City, OK United States	Х				
New , John	San Antonio, TX United States	X				
Payne, Jeff	Dallas, TX United States	X				
Haster, Thomas	Fort Worth, TX United States	X				
Nichols, Mike	Austin, TX United States	Х				
Lemons, Ron	Fort Worth, TX United States	Х				
Pence , Robert	Fort Worth, TX United States	Х				
Gooch, Tom	Fort Worth, TX United States	Х				
Herchert, Robert	Fort Worth, TX United States	Х				
5 Check only if there is NO Interested Party.						
6 AFFIDAVIT	I swear, or affirm, under penalty of perjury, that th	e above disclosure is	true and correct.			
KELLY JEAN SHRIVER Notary Public STATE OF TEXAS My Comm. Exp. Jun. 08, 2019 Signature of authorized agent of contracting business entity						
AFFIX NOTARY STAMP / SEAL ABOVE						
Sworn to and subscribed before me, by the said Ron Lemons, this the 26th day of February,						
20 <u>16</u> , to certify which, witness my hand an	d seal of office.					
/						
Lie Nom Shi	Volly Joan Sheirre	Motors Dubli-				
Signature of officer administering oath	Kelly Jean Shriver Printed name of officer administering oath	Notary Public Title of officer adminis	tering oath			
	138					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

certificate floider in fled of Such end	oraemeni(a).					
PRODUCER		CONTACT NAME:				
Ames & Gough 8300 Greenboro Dr.		PHONE (A/C, No, Ext): 703-827-2277 FAX (A/C, No): 703-827				
Suite 980		E-MAIL ADDRESS: admin@amesgough.com				
McLean VA 22102		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A: Continental Casualty Company (C	NA)	20443		
INSURED	FREEAND-02	INSURER B: Hartford Fire Insurance Company		19682		
Freese and Nichols, Inc.		INSURER C: Hartford Casualty Insurance Comp	29424			
4055 International Plaza, Suite 200 Fort Worth TX 76109		INSURER D: Trumbull Insurance Company	27120			
Foll World 1X 70109		INSURER E :				
		INSURER F:				

COVERAGES CERTIFICATE NUMBER: 1799414271 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

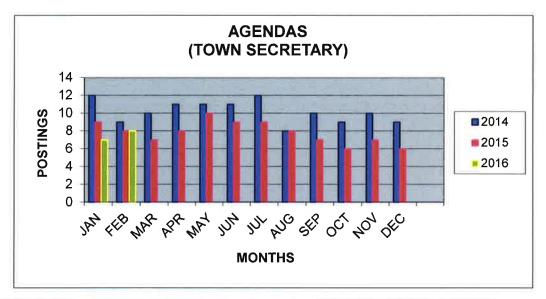
NSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
В	Х	COMMERCIAL GENERAL LIABILITY			42UUNNI6224	10/23/2015	10/23/2016	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
С	AUT	OMOBILE LIABILITY			42UENNI6305	10/23/2015	10/23/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Χ	ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
C	Х	UMBRELLA LIAB X OCCUR			42RHUNI5748	10/23/2015	10/23/2016	EACH OCCURRENCE	\$10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000
		DED X RETENTION \$10,000							\$
D		KERS COMPENSATION EMPLOYERS' LIABILITY			42WBCU2821	10/23/2015	10/23/2016	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	i, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Prof	essional Liability			AEH 008214422	10/23/2015	10/23/2016	5,000,000 / per claim	10,000,000 aggr

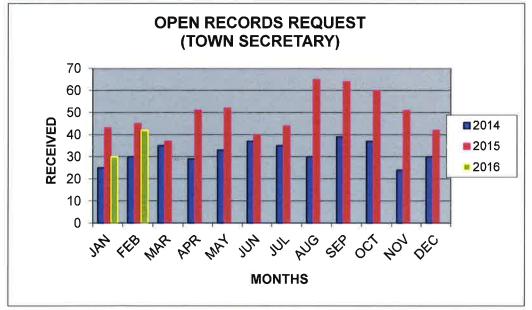
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as Additional Insured with respect to General Liability and Automobile Liability when required by written contract. A Waiver of Subrogation is included on the General Liability, Automobile Liability and Workers' Compensation when required by written contract and allowable by law.

CERTIFICATE HOLDER	CANCELLATION		
Town of Little Elm 100 W. Eldorado Pkwy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Little Elm TX 75068	39 Lan fruse		

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC	2014 12 9 10 11 11 11 12 8 10 9	2015 9 8 7 8 10 9 9 8 7 6 7	2016 7 8
JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC	2014 25 30 35 29 33 37 35 30 39 37 24 30	2015 43 45 37 51 52 40 44 65 64 60 51 42	2016 30 42





February 2016







Monthly Development Report



34,209

Current Population Est.

Town of Little Elm
Development Services Department
100 W. Eldorado Parkway
Little Elm, TX 75068
214-975-0472

The Development Services Department is comprised of six (6) divisions:

Building Safety: The Building Safety division is responsible for the review and inspection of development related permits and certificates of occupancy in Little Elm and its extra-territorial jurisdiction (ETJ) through the professional application of international codes. Building Safety is the first step in emergency response by ensuring safe and quality construction and remodel of buildings.

Community Integrity: The Community Integrity division performs routine consumer health inspections, enforces development codes, coordinates the rental registration program and annual registrations, manages the operations of animal services and the animal shelter, and administers the inspection, improvement, and rehabilitation of environmental hazards on public and private premises. Community Integrity protects property values and the public safety, ensures neighborhood integrity, and enhances Little Elm's image and reputation by abating grime, enforcing property standards, and preventing community decline.

Engineering: The Engineering division directs the Town's capital improvement projects and provides assistance and guidance to developers, contractors, and external public agencies and franchises on new development, infrastructure projects, facilities, and other special projects and construction. This process includes maintaining the Town's construction specifications and design criteria, providing civil plan review, permitting activity within the Town's rights-of-way and other easements, conducting field inspections on the installation and construction of roadways, water and sewer lines, storm-water and drainage facilities, new development, and Town facilities.

GIS: The Geographic Information Systems division provides a variety of services to support daily operations for the Town of Little Elm and its customers. GIS roles include map creation, managing technology, asset management, archiving infrastructure and public safety records, maintaining current base layers, leading special projects, and providing technical assistance, statistical analysis, consulting, guidance, and training to external and internal customers.

Permitting: The Permitting division coordinates all the development activities of the Development Services department by being its One Stop Shop. Permitting processes and issues all construction related permits, annual registrations, and other applications in addition to providing multi-module service to its customers and maintaining the department's software database.

Planning & Zoning: The Planning & Zoning division manages the planning and development issues of importance to Little Elm and the surrounding region by being the primary liaison between the Town and developers, administering award-winning development regulations and zoning, supervising special projects, originating future plans, drafting ordinances, programming urban forestry, managing annual registrations, and providing staff support to numerous boards and commissions. Planning & Zoning ensures functional, high quality, and aesthetically pleasing development that is sustainable, coordinated, and enhances Little Elm's long-range tax base.

TABLE OF CONTENTS

PLANNING & ZONING	4
Commercial Projects	4
Residential Projects	5
Planning Cases	6
BUILDING SAFETY	7
Single Family Permits	7
Single Family Permits and Commercial Permits Map.	8
New Commercial Permits	9
Sales Tax Revenue	9
Miscellaneous Permits	10
COMMUNITY INTEGRITY	11
Restaurant Scores	11
Annual Permits	12
Community Integrity Cases	13
Animal Services	13
Code Violations Map	14
Animal Services	
ENGINEERING	16
CIP Report	16
·	
DEPARTMENT SUMMARY	17
Permit Fee Collection	17
Impact, Escrow, and Capital Recovery Fees	
Sales Tax Revenue	
Digital Marquee Signs	19
Active Commercial Projects	20



TOWN OF LITTLE ELM **DEVELOPMENT SERVICES DEPARTMENT** MONTHLY DEVELOPMENT REPORT February 2016

PLANNING & ZONING











Commercial Projects:

Rosebriar Marketplace Lot 1: site plan in review Rosebriar Marketplace Lot 3: site plan in review Rosebriar Marketplace Lot 6: site plan in review Panther Creek Storage: site plan approved

Gardenia Village: site plan approved Kingdom Hall: site plan approved RBFCU: site plan approved

Main Marketplace Retail Shell: pending building permit approval Panther Creek Montessori: pending building permit approval

Savannah Plaza: pending building permit approval

Union Park Amenity Center: under construction; expected opening Spring 2016

Key's Remodel: under construction; expected opening Spring 2016

Lakehill Fueling Center: under construction; expected opening Spring 2016

Wash Zone: under construction, expected opening Spring 2016

Precision Family Dentistry: under construction; expected opening Spring 2016

Victory Retail Shell: under construction; expected opening Spring 2016 Kiddie Academy: under construction; expected opening Spring 2016 One Elm Place Ph 2: under construction; expected opening Summer 2016

Witt Crossing: under construction; expected opening Fall 2016 Little Elm Car Care: under construction; expected opening Fall 2016

Fast Lane Car Wash: under construction; expected opening Fall 2016

Jack in the Box: under construction; expected opening Fall 2016

Braswell High School (DISD): under construction; expected opening Fall 2016 Catherine Bell Elementary (DISD): under construction; expected opening Fall 2016

Coy Miller Elementary (FISD): under construction; expected opening Fall 2016

Palladium (240 units): under construction; expected opening Winter 2016

Parkview Apartments (390 units): under construction; expected opening Winter 2016

Mansions 380 (431 units): under construction; expected opening Winter 2016

Estates 380 (420 units): under construction; expected opening Winter 2016

Estates of Lincoln Park (416 units): under construction; expected opening Winter 2016



PLANNING & ZONING









Residential Projects:

Union Park Phase 2A (103 residential lots): in review

Valencia on the Lake Phase 3A (150 residential lots): in review

Valencia on the Lake Phase 3C (100 residential lots): in review

Brentwood Phase 2 (70 residential lots): under construction

Brentwood Phase 3 (59 residential lots): under construction

Hillstone Pointe Phase 1 (118 residential lots): under construction

Paloma Creek Lakeview Phase 2D1 (157 residential lots): under construction

Paloma Creek South Phase 9D2 (88 residential lots): under construction

Paloma Creek South Phase 10B (137 residential lots): under construction

Paloma Creek South Phase 11A (76 residential lots): under construction

Paloma Creek South Phase 13C (71 residential lots): under construction

Recently Completed Projects:

Cottonwood Creek (55 residential lots): now open

Frisco Hills Phases 2B, 3C, 5A, & 5B (392 residential lots): now open

Paloma Creek Lakeview Phase 2C (77 lots): now open

Paloma Creek South Phase 3B1, 3B2, 9D1, & 10A (340 residential lots): now open

Sunset Pointe Phases 28 & 29 (141 residential lots): now open

Union Park Phase 1A, 1B, & 1C (391 residential lots): now open

Valencia on the Lake Phase 1 (209 residential lots): now open



PLANNING & ZONING

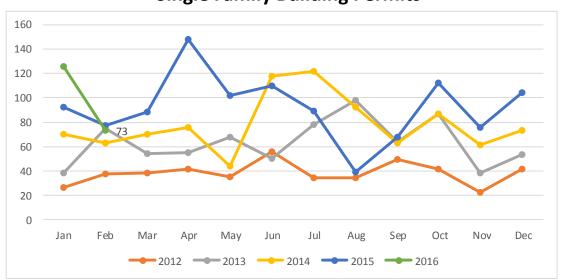
Planning Cases									
<u>Case Type</u> <u>2012</u> <u>2013</u> <u>2014</u> <u>2015</u> <u>2016</u>									
Plats	21	31	43	37	4				
Site Plans	13	20	29	16	3				
Rezonings	5	5	7	5	0				
PDs	1	5	6	4	1				
SUPs	4	8	6	6	1				
Annexations	0	4	9	14	2				
BOA Cases	0	0	13	1	0				
Ordinances	7	7	10	12	0				
Tree Removal Permits	7	6	12	10	0				
Special Projects	24	20	28	26	12				
DRC Meetings	84	102	135	94	26				
TOTAL	166	208	298	225	49				

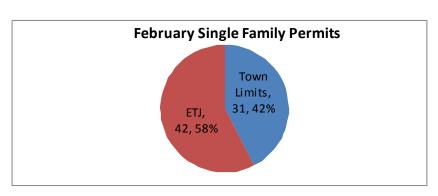
Single-Family Lots Created				
YEAR	# LOTS			
2012	479			
2013	437			
2014	909			
2015 1,572				
2016 (so far)	314			



BUILDING SAFETY

Single Family Building Permits





Category	Description	Feb	2016
SF Permits (Town)	Full Review SF Permits within Little Elm	31	87
SF Permits (ETJ)	Full Review SF Permits within ETJ (Paloma Creek & Frisco Hills)	42	112
Total	New Residential Units	73	199

Single Family Permits are categorized as new single-family, two-family, and model homes.

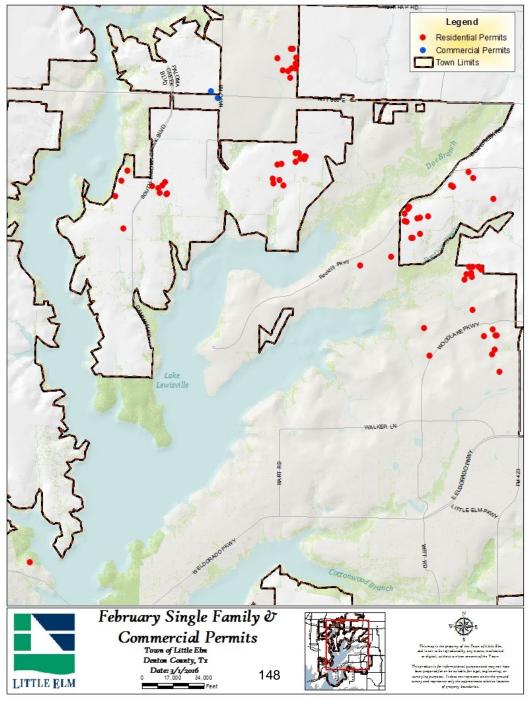
Most Active Subdivisions ((# of	permits	this month)
		-	

Paloma Creek: 25 Frisco Hills: 17 Sunset Pointe: 18 Union Park: 10



BUILDING SAFETY

Single Family Permits and Commercial Permits





BUILDING SAFETY

New Commercial Building Permits				
<u>Year</u>	# of Building Permits			
2012	13			
2013	23			
2014	17			
2015	26			
2016 (so far)	0			

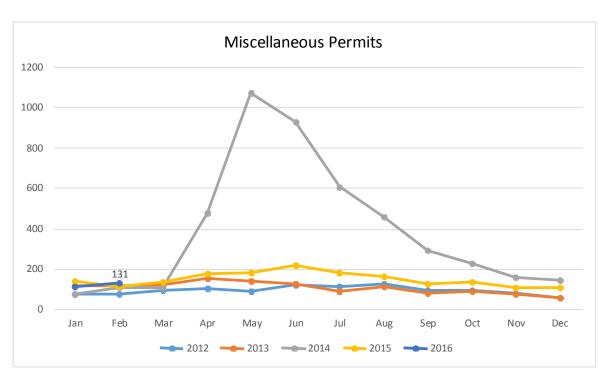
Includes New Commercial Buildings and New Commercial Shells.

New Commercial Business Permits			
<u>Year</u>	# of Business Permits		
2012	53		
2013	63		
2014	64		
2015	51		
2016 (so far)	4		

Includes New Commercial Buildings, New Commercial Finish-Outs, and Commercial Tenant Changes. Excludes New Commercial Shells.



BUILDING SAFETY



Miscellaneous Permits Include: Additions, Remodels, Roofs, Fences, Irrigation, Patio Covers, Pools, Signs, Accessory Structures, Electrical, Plumbing, Mechanical, Demolition, Foundation, Grading, Septic, etc.

Miscellaneous Permits			
<u>Year</u>	<u># of Permits</u>		
2012	1,141		
2013	1,273		
2014	4,649		
2015	1,779		
2016 (so far)	245		



RESTAURANT HEALTH SCORES

To view the most recent Health Scores for your favorite restaurants, scan the QR Code below with your mobile device.



Health Scores are also available at:

https://littleelm.elegrade.com/place/public/



COMMUNITY INTEGRITY

Annual Permits Year-to-Date					
	Permits	Revenue	% Total		
Alcohol	32	\$9,328	91%		
Health & Food Permits	76	\$26,335	96%		
Pools, Schools, Daycares	30	\$1,578	100%		
In-Home Daycares	8	\$457	17%		
Rental	1,322	\$134,979	87%		
Garage Sales	48	\$489	N/A		

The % Total column is based on estimation of total properties or businesses that are subject to the required permit.





COMMUNITY INTEGRITY

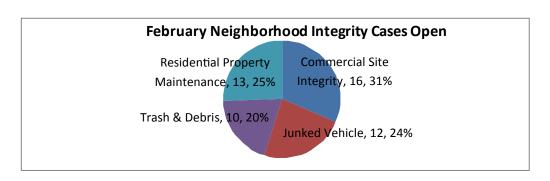
Community Integrity Inspections

	February	2016 Total
Rental	53	100
Health	7	25
West Nile / Mosquito Response	0	0
Sign Violations	64	106
Neighborhood Integrity	78	114
Construction Inspections	98	135
Total Inspections	300	480

Neighborhood Integrity consists of the investigation of residential nuisance violations, property maintenance, construction without a permit, zoning violations, tree preservation complaints, and commercial site integrity.

Construction Inspections consists of fences not associated with new home construction and roofing inspections upon completion of roof replacement.

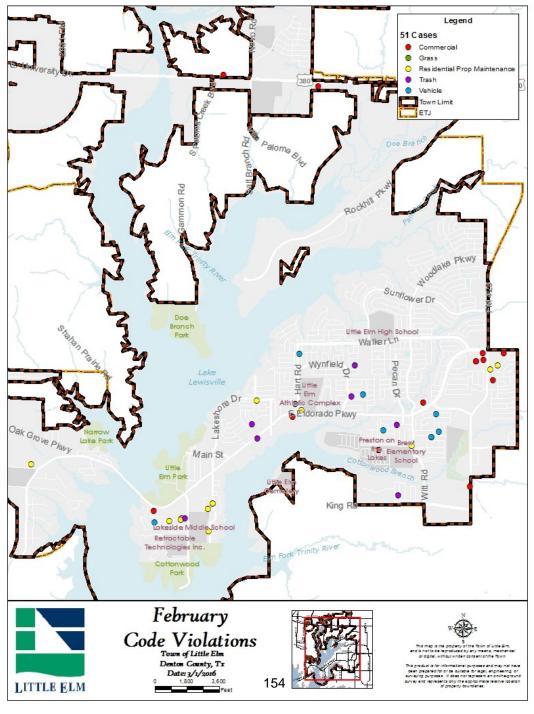
Neighborhood Integrity Cases Open	51	79





COMMUNITY INTEGRITY

Code Violations





COMMUNITY INTEGRITY

Animal Services

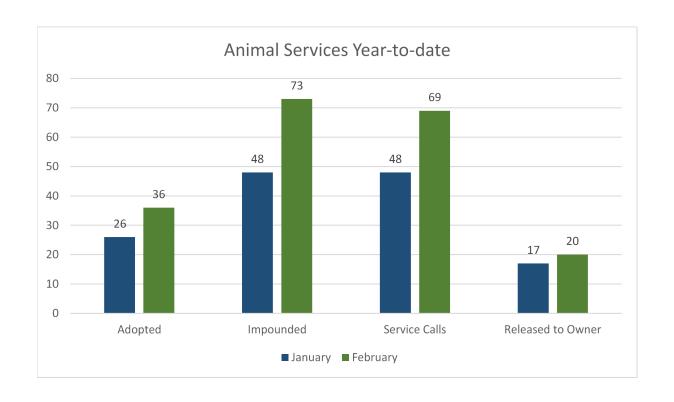
Animal Services in February

Adopted: 36

Impounded: 73

Service Calls: 69

Released to Owner: 20





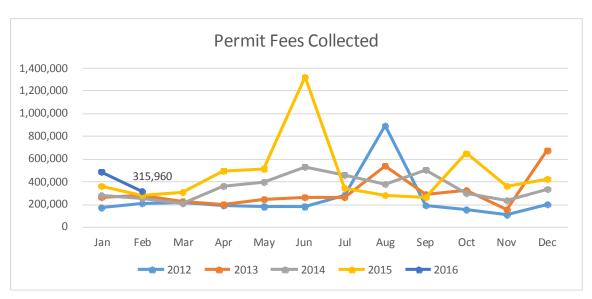
CAPITAL IMPROVEMENT PROJECTS

1	I				
Project Name	Start Date	Est. Com- pletion	Phase	Percentage complete	Status
Beard Park Site Improvements	August-14	January-16	Construction	99%	Final activities are occuring. New benches and trash cans have been installed. The only outstanding issues are site clean-up and concrete sealing. Contractor expects to be complete with this project by the end of March 2016.
Beard Park Improve- ments	March-15	December- 15	Construction	98%	Contractor has re-mobilized on site. They are cutting trail through the open area and removing trees. The next step will be to install the decomposed granite trail. Current estimate is to be complete by April 2016 pending weather.
Doe Creek Road	January-16	July-16	Construction	10%	Contractor is currently working on-site grading roadway and installing drainage. Project is on scheduled for July 2016 completion.
Glen Cove Screening Wall	March-15	January-16	Construction	99%	A final walk through was completed on this project on March 4, 2016. Electrical service is complete on the west monument. Waiting for letters to be delivered for wall.
Little Elm Park Phase 3	February- 15	December- 15	Construction	99%	Final walk through has been completed. Small repairs are needed at the boat dock to complete this project. Working with dock builder to finalize outstanding issues. The project was expected to be completed mid-February.
McCord Park Bridge & Drainage Improve- ments	March-15	March-16	Construction	15%	Ongoing construction. Contractor is actively working on this project.
Navo Road	November -15	July-16	Construction	20%	Contractor has begun work on this project. Ongoing coordination with DISD for construction. Expected completion is August 2016.
Westside Water & Sewer Line	September -15	March-16	Construction	75%	Ongoing construction. Contractor is ahead of schedule and is expected to be complete in March 2016.
				TxDOT F	<u>Projects</u>
FM 720 (Eldorado Pkwy)	May-12	December- 15	Construction	99%	The contractor has completed nearly all of the work in the contract. They will continue to work on completing the remaining items in the contract by utilizing small local lane closures.
FM 423 North Section	July-14	September- 16	Construction	25%	The contractor has pored the SB lanes from Eldorado north to US 380. They also continued to build the bridge structures in this section. They completed the storm drain from Eldorado south on the east side of the right of way and are preparing to move traffic to begin working on the subgrade for this phase of construction.
FM 720 from West Eldorado to Martop	October- 15	March-18	Construction	6%	Construction is on-going. The contractor is currently installing storm sewer pipe and clearing for the future southbound lanes.
US 380 from Oak Grove Road (FM 720) to FM 423			Schematic Design	60% 1	Comments werer provided to TxDOT for 60% Schematic plans in March 2016. Tentative public meetings to be scheduled by TxDOT in May 56 16. Current expected construction to being 2018.

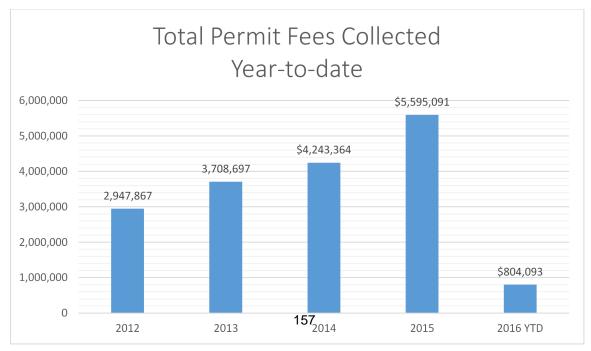


DEPARTMENT SUMMARY

Permit Fees



Permit Fees Collected Includes: All Building Permits, Inspection fees, Contractor Registrations, Planning fees, and Annual Permits. It excludes Escrow fees, Impact fees, Capital Recovery fees, and Tree Mitigation fees.





DEPARTMENT SUMMARY

Impact, Escrow, and Capital Recovery Fees



February Capital Recovery Fees

Total: \$25,000

Sales Tax Revenue



Current Sales Tax Revenue reported is recognized financially \$50 to Little Elm Economic Development Corporation (EDC) two months prior to the current period.



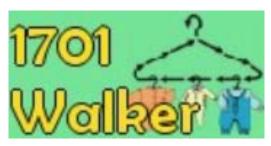
DIGITAL MARQUEE SIGNS

Assorted Advertisements



















February Permits: 6

2016 Permits (so far): 15

2015 Permits: 204

159

2014 Permits: 196

Active Comm	ercial	Pro	iects
-------------	--------	-----	-------

Tenant Name	Project Type	Permit Date	Site Address	Status
Lakefront at Little Elm Façade	Addition or Remodel	5/30/2014	407 W Eldorado Pkwy	Under Construction
Little Elm Recreation Center	Addition or Remodel	Not Issued	303 Main St	In Review
Little Elm High School	Addition or Remodel	6/10/2015	1900 Walker Ln	Awaiting Final Inspection
One Elm Place Ph 2	Addition or Remodel	1/6/2016	1000 E Eldorado Pkwy	Under Construction
Lakeside Dental Ph 2	Addition or Remodel	11/12/2015	1150 E Eldorado Pkwy	Under Construction
Talon Martial Arts	Addition or Remodel	1/11/2016	26795 University Dr, Ste 500	Under Construction
Jenny's Kolache & Donuts	Addition or Remodel	Not Issued	2832 E Eldorado Pkwy, Ste 207	In Review
Zellars Renovation	Addition or Remodel	Not Issued	300 Lobo Ln	In Review
Lakeside Middle School Restroom Renovation	Addition or Remodel	2/23/2016	400 Lobo Ln	Under Construction
Moonstone Nails & Spa	Addition or Remodel	2/24/2016	2650 King Rd, Ste 800	Under Construction
Lakehill Fueling Center	New Commercial Building	6/5/2014	1020 W Eldorado Pkwy	Under Construction
Little Elm Park Rest Area	New Commercial Building		701 W Eldorado Pkwy	Under Construction
Little Elm Park Ice Kiosk	New Commercial Building	7/9/2014	701 W Eldorado Pkwy	Awaiting Final Inspection
Braswell High School (DISD)	New Commercial Building	11/19/2014	26750 University Dr	Under Construction
Catherine Bell Elementary School (DISD)	New Commercial Building	6/30/2015	601 Villa Paloma Blvd	Under Construction
Coy Miller Elementary School (FISD)	New Commercial Building	5/21/2015	300 Cypress Hill Dr	Under Construction
Union Park Amenity Restroom / Pool	New Commercial Building	11/11/2014	4901 E Union Park Blvd	Under Construction
Union Park Amenity Pavillion	New Commercial Building	6/29/2015	4795 E Union Park Blvd	Under Construction
Fast Lane Express Car Wash	New Commercial Building	6/30/2015	2073 FM 423	Under Construction
Wash Zone	New Commercial Building	1/29/2015	1717 E Eldorado Pkwy	Under Construction
Kiddie Academy	New Commercial Building	6/24/2015	2055 FM 423	Under Construction
Jack in the Box	New Commercial Building	8/12/2015	2063 FM 423	Under Construction
Palladium Retail	New Commercial Building	9/10/2015	221 E Eldorado Pkwy	Under Construction
Doe Branch Water Reclamation Plant	New Commercial Building	Not Issued	27200 University Dr	In Review
Little Elm Park Ph 3 Restroom Pavillion	New Commercial Building	7/17/2015	1131 W Eldorado Pkwy	Awaiting Final Inspection
Beard Park Restroom Pavillion	New Commercial Building	8/6/2015	310 E Eldorado Pkwy	Under Construction
Precision Family Dentistry	New Commercial Building	10/20/2015	1901 McCord Way	Under Construction
Panther Creek Montessori	New Commercial Building	Not Issued	0000 FM 423	In Review
Little Elm Car Care	New Commercial Building	12/14/2015	880 W Eldorado Pkwy	Under Construction
La Azteca Market	New Commercial Finish-Out	10/15/2014	407 W Eldorado Pkwy, Ste 11	Under Construction
Pristine Dentistry	New Commercial Finish-Out	7/20/2015	2043 FM 423, Ste 100	Under Construction
Art Gallery & Framing	New Commercial Finish-Out	1/29/2016	850 W Eldorado Pkwy, Ste 200	Under Construction
Smoothie King	New Commercial Finish-Out	12/15/2015	26747 University Dr, Ste 100	Under Construction
It's A Burger	New Commercial Finish-Out	12/30/2015	26747 University Dr, Ste 102	Under Construction
Peak Performance	New Commercial Finish-Out		26747 University Dr, Ste 103	Under Construction
Grand Nail & Spa	New Commercial Finish-Out		26747 University Dr, Ste 106	Under Construction
Aubrey Dental	New Commercial Finish-Out		26747 University Dr, Ste 110	Under Construction
Lumin Urgent Care	New Commercial Finish-Out		26747 University Dr, Ste 112	Under Construction
Veterinary Hospital	New Commercial Finish-Out		1150 E Eldorado Pkwy, Ste 400	In Review
Doctor's Office	New Commercial Finish-Out		8979 FM 423, Ste 500 25631 Smotherman Rd	In Review
NLCC Parking Lot	New Commercial Site			Awaiting Final Inspection
Witt Crossing	New Commercial Site		0000 Witt Rd 1660 FM 423	Under Construction Under Construction
Main Marketplace	New Commercial Site		0000 FM 423	
Panther Creek Storage	New Commercial Site			In Review
Gardenia Village	New Commercial Site		0000 University Dr	In Review
Savannah Plaza	New Commercial Site		0000 University Dr	In Review
Little Elm Wastewater Treatment Plant	New Commercial Site		0000 Eldorado Pkwy	In Review
Rosebriar Marketplace Lot 1	New Commercial Site		2731 Little Elm Pkwy	In Review
Rosebriar Marketplace Lot 3	New Commercial Site		2691 Little Elm Pkwy	In Review
Rosebriar Marketplace Lot 6	New Commercial Site		2705 Little Elm Pkwy	In Review
The Mansions 380	New Multi-Family Building		27040 University Dr	Under Construction
The Grand Estates 380	New Multi-Family Building		26850 University Dr	Under Construction
The Estates of Lincoln Park	New Multi-Family Building		26525 University Dr	Under Construction
Palladium	New Multi-Family Building		211 E Eldorado Pkwy	Under Construction
Parkview	New Multi-Family Building	//29/2015	1690 FM 423	Under Construction
CO's Issued	CO Issue Date		Address	
Los Mangos	2/23/2016		407 W Eldorado Pkwy, Ste 17	

2/12/2016

2/10/2016

Star Cleaners

La Plaza Restaurant

850 W Eldorado Pkwy, Ste 1000

850 W Eldorado Pkwy, Ste 100

Town of Little Elm

Public Works Department







PUBLIC WORKS DEPARTMENT

Town of Little Elm Public Works is divided into four divisions consisting of Administration, Water Operations/Water Quality, Waste Water Collection/Treatment, Streets/Solid Waste/Stormwater Maintenance, and Fleet Maintenance. The divisions maintain approximately 132 lane miles of streets, 200+ pieces of

rolling stock that use over 100,000 gallons of fuel, purchase 1.2 billion gallons of potable water, treat 811.031 million gallons at our wastewater treatment plant.

In addition, the department takes part in the Public Works Emergency Response Team (PWERT) with 40 entities in the North Texas Metroplex, which performs a critical role as a first responder to natural disasters and emergencies, not only to assist with public safety, but also to mitigate the aftermath. The agency currently encompasses the operating divisions described as follows:

<u>Administration</u> is responsible for directing, supervising, and assisting Fleet Management and Vehicle Maintenance, Street Maintenance, Storm Water Maintenance, Solid Waste Maintenance, Water Operations, Water Quality, Waste Water Treatment, and Waste Water Collection.

Internal Services:

- <u>Facilities Maintenance</u> is responsible for the maintenance of town facilities and completes general repairs. The facilities division also gives direction to our janitorial company.
- <u>Fleet Management, and Vehicle Maintenance</u> is responsible for planning, directing, managing, coordinating and supervising programs for the acquisition, assignment, utilization, maintenance, repair, and replacement of the vehicles/equipment of the town. The division is also responsible for ensuring Town of Little Elm compliance with all rules, regulations and codes legally pertaining to vehicles, vehicle maintenance and vehicle operators.

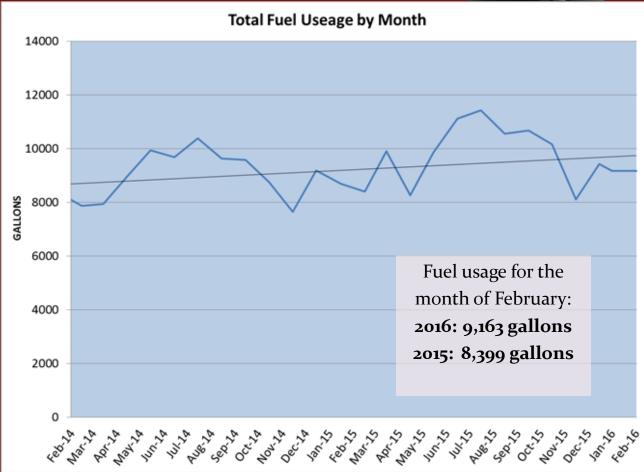
<u>Street, Storm and Solid Waste Maintenance</u> is responsible for the maintenance and upkeep of all public roads within the town limits that have been accepted by the Town Council. The division is also responsible for related infrastructure such as guardrails, signage and signal systems, curbs and gutters, pipe crossings, subsurface drainage systems in the right of way, and town owned sidewalks. The solid waste group hauls sludge for the Wastewater Treatment Plant and from the Town's Courtesy Convenience Station, As well manages the Bi-Annual Clean & Green Event.

<u>Water Operations and Water Quality</u> is responsible to provide safe potable drinking water, repair/maintain three fresh water pumping stations, four water towers ranging from 2 million gallons, 1 million gallons, 500,000 gallons and 75,000 gallons, ground storage tanks consisting of a 2 and 5 million gallons tanks, 1,216 hydrants, sampling and testing as required by the Texas Commission on Environment Quality to maintain the highest quality drinking water. Water Quality also manages the Cross Connection Control Program.

<u>Waste Water Treatment and Collection</u> is responsible to provide with an environmental friendly Waste Water Treatment plant that delivers safe, clean water for reuse to be used in the Town's reuse irrigation system and to deliver effluent water from the treatment process back into Lewisville Lake. The WWTP is capable to treat 3.0 million gallons a day (mgd) and presently treats an average of 2.5 mgd. The plant is permitted for 4.0 mgd and is currently under design to expand the plant's capability to treat 4.0 mgd. The collection system consists of 18 lift stations which work in conjunction with gravity and force mains to transfer wastewater to the Town's Wastewater Treatment Plant.

FLEET SERVICES





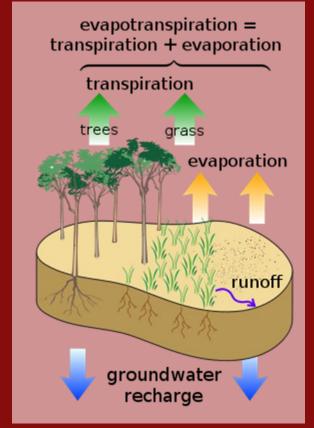


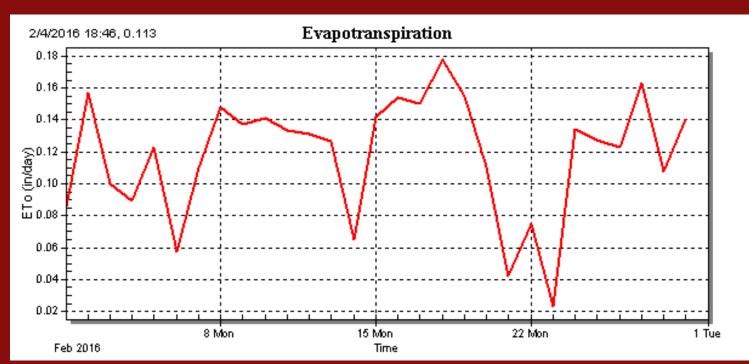


EVAPOTRANSPIRATION

Potential Evapotranspiration
Average for **February 2016**: 0.12

Total for **February 2016**: 3.42

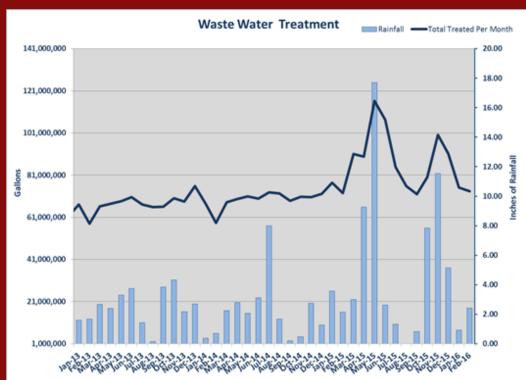




WASTE WATER DIVISION







Total Water Treated in February 2016: 73,294,000

Total Rainfall in February 2016: 2.42 Inches

Total Water Treated in February 2015: 72,440,000

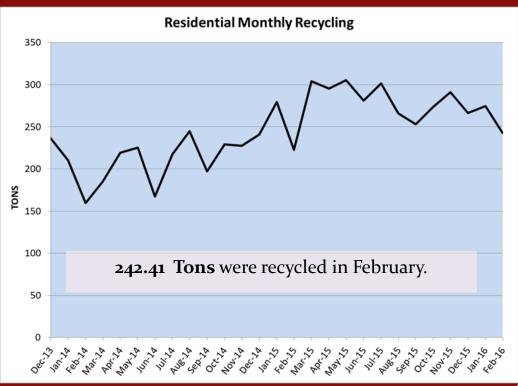
Total Rainfall in February 2015: 2.15 Inches

165



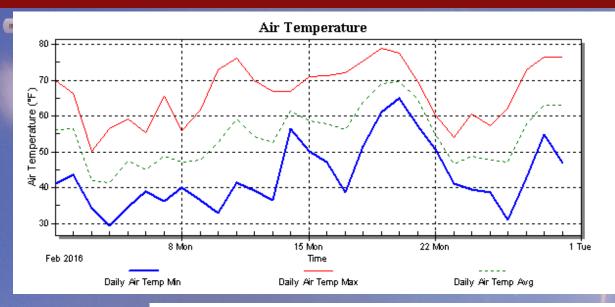


SOLID WASTE DIVISION Recycling



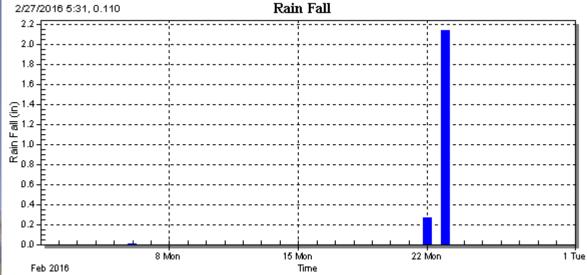


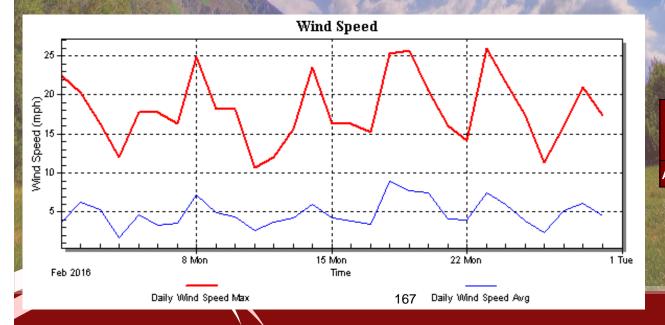
Little Elm Weather Station Website



February
Air Temperature
Low 29.26
High 79.01
Average 54.53

February
Rain Fall
(Inches)
Total 2.42

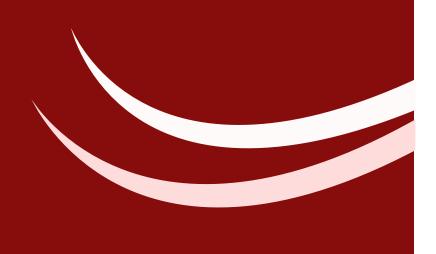




February Wind Speed (MPH)

Average 4.86





LITTLE ELM POLICE DEPARTMENT

(Yearly Activity Report - Summary)

2015 - 2016

							2015							ĺ						2016								
OFFENSES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	2015 Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	2016 Total	M-M % Change	Yr-Yr % Change
ASSAULTS													Total														0.1	
Misdemeanor	7	2	7	7	4	2	5	4	11	1	2	2	54	9	6	M.									H F	9	-33.33	66.66%
Felony	4	0	0	0	2	0	1	1	2	2	1	2	15	1	4											1	300.00	25.00%
			130	1						11.	71 1					Let.												
FAMILY VIOLENCE ASSAULTS					100				8.41		110																	
Misdemeanor	8	5	7	4	11	5	7	7	4	7	2	7	74	4	4											4	0.00	-38.46%
Felony	0	0	1	1	0	2	1	0	0	0	1	0	6	2	0							<u> </u>				2	-100.00	200.00%
SEXUAL OFFENSES																			70	H								
Total Sexual Offenses	1	0	4	0	0	2	0	1	1	2	0	0	11	1	1											1	0.00	100.00%
DEATH - CRIMINAL																												
Total Criminal Deaths	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0											0	0.00	0.00%
MOTOR VEHICLE THEFTS																												
Total Motor Vehicle Thefts	0	3	0	1	0	0	4	2	1	5	2	2	20	1	1							F 100			K	1	0.00	-33.33%
						184		-				HELE		4		171					2 N							
BURGLARY			100 0	14 Y	By 4		1016					of the last			11.00	يدلير							Juli		1100			
Residential	3	4	3	4	3	1-1	1	2	2	3	2	2	30	0	1											0	100.00	-85.71%
Motor Vehicle	0	0	1	0	8	5	4	5	7	7	13	0	50	6	1											6	-83.33	700.00%
Business / Construction	0	1	0	1	1	0	1-1-1	0	1	2	1	0	8	2	0	الحصاد										2	-100.00	100.00%
THEFT																									The second			
Misdemeanor	9	7	3	7	10	9	6	10	8	9	11	12	101	10	10											10	0.00	25.00%
Felony	7	4	10	2	2	4	5	5	2	2	4	2	49	2	2											2	0.00	-63.63%
ROBBERY								13.8									, ' ' ' '											
Individual	1	0	0	0	0	0	0	0	0	1	1	0	3	0	0											0	0.00	-100.00%
Business	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0											0	0.00	0.00%
CRIMINAL MISCHIEF																												
Misdemeanor	12	4	12	7	2	0	5	7	13	6	4	2	74	12	4					IS EI						12	-66.66	0.00%
Felony	2	0	0	1	1	0	1	1	0	0	1	0	7	0	0											0	0.00	-200.00%
			J = 11			1 12				135	18	3 - 1	1773													HVE.		

ALCOHOL RELATED	1000													12.00				100						100				
DWI	3	1	0	111	1111	4	2	3	0	3	2	5	25	1	1		(Exp						11/2	No.		1	0.00	-50.00%
DUI-Minor	0	0	0	0	0	0	0	1	0	0	0	111	2	1	0			THE ST								1	-100.00	100.00%
Public Intoxication	0	0	1	2	2	3	3	1 1	2	6	2	2	24	4	7				E C	120-11						4	75.00	1100.00
Other Alcohol Related	0	0	0	0	0	0	21100	0	0	0	0	0	1	2	4							SEAT F		THE .		2	100.00	600.00
		30/1		120					0.00	91.51				No.														
RUG RELATED										17.8																1000	25.00	000.00
ossession of Drugs	6	5	6	3	6	11	6	8	5	8	8	12	84	17	23	te lib i		Stilver	100	1000						17	35.29	263.63
Poss of Drug Paraphernalia	2	1	4	2	2	2	0	2	2			5	24	12	5											12	-58.33	466.66
/lanuf./ Delivery of Drugs			the sale	0		0	0	0	0	0	0	0	3	0	0							Pro-				0	0.00	0.00%
,	0	U	- 4	U		0 18				EU L	(NEDI			W.										e par				1
	1																											
	65	37	61	44	56	50	2015	60	61	65	58	56	666	87	74					2016						87	-14.94	57.84
TOTAL REPORTED DEFENSES	65	37	61	44	56	50	2015		61	65	58	56		87	W 1 = 15					2016						2016	-14.94 M-M %	57.84% Yr-Yr 9
	65 Jan	37	61 Mar	44 Apr		e v				ANU	o sant fin	56 Dec	2016 Total	87 Jan	W. = 1, =0.5	Mar	Apr	May	June	1 1 2 2 3 3	Aug	Sept	Oct	Nov	Dec			
ACTIVITIES		átil a		a rate		e v	2015			ANU	o sant fin		2016		W 1 = 15	Mar	Apr	May	June	1 1 2 2 3 3	Aug	Sept	Oct	Nov	Dec	2016	M-M %	Yr-Yr ' Chang
PFFENSES		átil a		a rate		e v	2015			ANU	Nov		2016		Feb	Mar	Apr	May	June	1 1 2 2 3 3	Aug	Sept	Oct	Nov	Dec	2016	M-M %	Yr-Yr
ACTIVITIES ALLS FOR SERVICE	Jan	Feb	Mar	Apr	May	Jun	2015 Jul	Aug	Sept	Oct	Nov	Dec	2016 Total	Jan	Feb	Mar	Apr	May	June	1 1 2 2 3 3	Aug	Sept	Oct	Nov	Dec	2016 Total	M-M % Change	Yr-Yr Chang
ACTIVITIES CALLS FOR SERVICE Total Calls for Service	Jan	Feb	Mar	Apr	May	Jun	2015 Jul	Aug	Sept	Oct	Nov	Dec	2016 Total 40529	Jan	Feb	Mar	Apr	May	June	1 1 2 2 3 3	Aug	Sept	Oct	Nov	Dec	2016 Total 6995	M-M % Change -6.60	Yr-Yr Chang 29.039
ACTIVITIES CALLS FOR SERVICE	Jan	Feb	Mar	Apr	May	Jun	2015 Jul	Aug	Sept	Oct	Nov	Dec	2016 Total	Jan	Feb	Mar	Apr	May	June	1 1 2 2 3 3	Aug	Sept	Oct	Nov	Dec	2016 Total	M-M % Change	Yr-Yr Chang
ACTIVITIES CALLS FOR SERVICE Total Calls for Service COMMUNITY POLICING	Jan 2810	Feb 2611	Mar 3036	Apr 3435	May 3241	Jun 3737	2015 Jul 4104	Aug 3633	Sept 3517	Oct 3640	Nov 3355	Dec 3410	2016 Total 40529	Jan	Feb	Mar	Apr	May	June	1 1 2 2 3 3	Aug	Sept	Oct	Nov	Dec	2016 Total 6995	M-M % Change -6.60	Yr-Yr Chang 29.03
ACTIVITIES ALLS FOR SERVICE otal Calls for Service	Jan 2810	Feb 2611	Mar 3036	Apr 3435	May 3241	Jun 3737	2015 Jul 4104	Aug 3633	Sept 3517	Oct 3640	Nov 3355	Dec 3410	2016 Total 40529	Jan 3617	Feb 3378	Mar	Apr	May	June	1 1 2 2 3 3	Aug	Sept	Oct	Nov	Dec	2016 Total 6995	M-M % Change -6.60	Yr-Yr Chang 29.03'
ACTIVITIES ALLS FOR SERVICE Otal Calls for Service OMMUNITY POLICING acation Watches	Jan 2810	Feb 2611	Mar 3036	Apr 3435	May 3241	Jun 3737	2015 Jul 4104	Aug 3633	Sept 3517 2	Oct 3640	Nov 3355	Dec 3410	2016 Total 40529 68	Jan 3617	Feb 3378	Mar	Apr	May	June	1 1 2 2 3 3	Aug	Sept	Oct	Nov	Dec	2016 Total 6995	M-M % Change -6.60	Yr-Yr Chang 29.03
ACTIVITIES ALLS FOR SERVICE otal Calls for Service OMMUNITY POLICING acation Watches	Jan 2810	Feb 2611	Mar 3036	Apr 3435	May 3241	Jun 3737	2015 Jul 4104	Aug 3633	Sept 3517	Oct 3640	Nov 3355	Dec 3410	2016 Total 40529	Jan 3617	Feb 3378	Mar	Apr	May	June	1 1 2 2 3 3	Aug	Sept	Oct	Nov	Dec	2016 Total 6995	M-M % Change -6.60	Yr-Yr Chan 29.03

COMMONITY CLICING	Maria Salah			10.10	100.00										1000000	-	SHIP SHOW		Bankler and	distance of		Name and		Selling will			0.00	777770/
Vacation Watches	6	3	5	2	4	7	11	4	2	7	10	7	68	1	1		-									2	0.00	-77.77%
					-	118																				Samuel		
ARRESTS													100							THE REAL PROPERTY.				0,15				
Misdemeanor	24	36	52	35	48	40	47	16	35	30	34	42	439	66	61	100						1	No.	PEN.	1500	127	-7.57	111.66%
Felony	2	0	0	0	2	2	100	3	2	1275	5	3	21	3	4		198	但是是太	Misso.			THE COL	1500		i Desy,	7	33.33	250.00%
Total Arrests	26	26	52	35	50	42	48	19	37	31	39	45	460	69	65						7.58	I DESCRIPTION OF THE PERSON OF		P REPORT		134	-5.80	116.13%
Total Arrests	26	36	52	39	30	42	40	13	31						on motion	No.						No.			3311	Mark II		
	Z-																									Marine.		
INVESTIGATIONS		4 211													455										N const	230	106.66	17.35%
New Cases	113	83	90	82	101	82	92	76	94	84	128	82	1107	75	155											220	34.04	34.97%
Cases Cleared	70	93	86	64	88	94	74	106	31	78	121	118	1023	94	126													
Cases Declared Inactive	31	28	43	28	51	28	38	40	34	25	32	48	426	34	43							1	1	1		77	26.47	30.51%
				leading of																						STATE OF		
TRAFFIC ENFORCEMENT			ST ON											Labor 1			100							111	200			
Citations - Traffic	369	389	412	444	324	520	746	463	375	335	419	364	5160	399	390					January,						789	-2.25	4.09%
Citations - Non-Traffic	11	19	13	17	12	5	15	12	11	18	22	17	172	21	23			Her			Marie .	0.7		1		44	9.52	46.67%
Total Citations	380	408	425	461	336	525	761	475	386	353	441	381	5332	420	413			nest.	1							833	-1.66	5.71%
Total Ottations	360	400	423	401	330	020			Charles of				100000	NE SERVI	200			ALC: N							MEAN			
		105	500	504		caa	F04	405	420	453	416	493	5834	695	609		N.			D.		(Date)				1304	-12.37	60.39%
Warnings	328	485	533	564	444	622	591	485	1	-				125	103	100			-		like a	1	1	Pitte	M SHAIR	228	-12.37	-3.39%
Parking Citations	105	131	143	219	116	182	110	192	139	73	72	81	1563			-	-									1532	-13.17	46.04%
Total	433	616	676	783	560	804	701	677	559	526	488	574	7397	820	712			No.						_		1552	*10.17	70.04 /0
	TWO A			TILES O	2113115		5 5.5	MIN TO	10 5 5	1532-4					-						-	1						
Total Citations / Warnings	813	1024	1101	1244	896	1329	1462	1152	945	879	929	955	12729	1240	1125			by the U.S.			6	1				2365	-9.27	28.74%
-	N DE	70.00	VALUE SE	NI SIL	Nasiur	STA A	N. Page	7.0	THE PARTY		Maile	E COLOR		Day 18	1006			7 1-414										

MOTOR VEHICLE ACCIDENTS			200			-	FILE W	- 50			VIII.	4	1087									Project Control		
Offense Related	11	9	7	13	2	3	8	5	8	8	5	9	88	11	10							21	-9.09	5.00%
Traffic Accidents - Injury	5	3	9	10	3	6	8	7	16	7	2	7	83	9	4					-		13	-55.55	62.50%
Traffic Accidents - No Injury	13	21	22	14	21	21	12	11	20	16	26	30	227	21	15							36	-28.57	5.88%
No Report / Blue Form	43	37	54	47	43	46	40	52	51	43	40	39	535	40	52		1					92	30.00	15.00%
Total Accidents	72	70	92	84	69	76	68	75	95	74	73	85	933	81	81							162	0.00	14.08%
										Lings		1166	11 11											
FALSE ALARMS	l little																							
	104	97	103	107	144	132	125	121	120	118	104	131	1406	103	106							209	2.91	3.98%

TRAFFIC CRASHES	Jan-15	Jan-16	DIFF	%
REPORTABLE	31	41	10	32%
NON- REPOTABLE	43	39	-4	-7%
4				
LEPD	Jan-15	Jan-16	DIFF	%
STOPS	609	727	118	19%
VIOLATIONS	813	1054	241	30%
RMS TRAFFIC STOPS	690	948	258	37%
TRAFFIC	Jan-15	Jan-16	DIFF	%
STOPS	260	295	35	13%
VIOLATIONS	356	406	50	14%
RMS TRAFFIC STOPS	239	317	78	33%

TRAFFIC CRASHES	Feb-15	Feb-16	DIFF	%
REPORTABLE	33	27	-6	-18%
NON- REPOTABLE	37	52	15	41%
LEPD	Feb-15	Feb-16	DIFF	%
STOPS	601	683	82	13%
VIOLATIONS	853	990	137	16%
RMS TRAFFIC STOPS	716	865	149	21%
TRAFFIC	Feb-15	Feb-16	DIFF	%
STOPS	319	243	-76	-24%
VIOLATIONS	461	323	-138	-30%
RMS TRAFFIC STOPS	329	247	-82	-25%

YEAR TO DATE

TRAFFIC CRASHES	Mar-15	Mar-16	DIFF	%
REPORTABLE				
NON- REPOTABLE				
1				
LEPD	Mar-15	Mar-16	DIFF	%
STOPS				
VIOLATIONS				
RMS TRAFFIC STOPS				
TRAFFIC	Mar-15	Mar-16	DIFF	%
STOPS				
VIOLATIONS				
RMS TRAFFIC STOPS				

		~		
TRAFFIC CRASHES	2015	2016	DIFF	%
REPORTABLE	64	68	4	6%
NON- REPOTABLE	80	91	11	14%
LEPD	2015	2016	DIFF	%
STOPS	1210	1410	200	17%
VIOLATIONS	1666	2044	378	23%
RMS TRAFFIC STOPS	1406	1813	407	29%
TRAFFIC	2015	2016	DIFF	%
STOPS	579	538	-41	-7%
VIOLATIONS	817	729	-88	-10%
RMS TRAFFIC STOPS	568	564	-4	-1%

Little Elm Police Department Support Services Division Feb-16

•	Denison	Hinojosa	Rossmann	Olson	Trevino	Holliefield	1
Monthly Totals:							Totals
Cases Received							126
Non -Assigned							17
Cases Assigned	10	12	23	14	3	47	109
Cleared by Arrest	0	8	1	4	3	13	29
Cleared by Exception	0	9	4	2	0	30	45
Unfounded	17	1	1	2	0	3	24
Suspended	0	2	9	5	0	2	18
Cases Filed	0	13	1	4	3	13	34
Carried Over Cases	26	19	30	15	0	7	97
Non Case Hours	59.5	8	13.5		6.5	9	

Year To Date Totals:							Totals
Cases Received							201
Non-Assigned							38
Cases Assigned	15	29	30	20	6	63	163
Cleared by Arrest	0	15	1	8	4	18	46
Cleared by Exception	0	11	6	6	0	40	63
Unfounded	21	2	2	4	1	4	34
Suspended	0	12	14	9	1	2	38
Cases Filed	0	21	1	8	4	13	47
Non Case Hours	120.5	56	16.5	113	12	16	334

Property Recovered:							Totals
Month:	\$	\$	\$	\$ 7,000.00	\$ ie:	\$ -	\$ 7,000.00
Year to Date:	\$ *	\$ 142	\$ 997.00	\$ 44,713.30	\$ -	\$ -	\$ 45,710.30

PAGE 1 OF 4

DETECTIVE: Larry K. Denison

MONTH: February, 2016
DATE SUBMITTED: March 1, 2016

SUPERVISOR: A	ssistant Chief	Wilkerson
----------------------	----------------	-----------

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES	\$\$\$ Amount of Property Recovered
14001451	Agg Assault	092614		X						
15000922	Indecency with a Child	061015		X						
15001297	CPS Referral	081415	022316	X				X		
15001431	CPS Referral	091015		X						
15001521	CPS Referral	092415	022316	X				X		
15001603	CPS Referral	100615	022316	X				X		
15001695	CPS Referral	110315		X						
15001700	CPS Referral	110315		X						
15001721	CPS Referral	110315	022316	X				X		
15001767	CPS Referral	110315	022316	X				X		
15001768	CPS Referral	110315	022516	X				X		
15001780	CPS Referral	110615		X					7	
15001781	CPS Referral	110615		X						
15001791	CPS Referral	110915	022316	X			7	X	7	
15001792	CPS Referral	110915		X	\neg					
15001793	CPS Referral	111015		X		\dashv	-		1	
15001812	CPS Referral	111215		X			_			
15001819	CPS Referral	111315		X						
15001835	CPS Referral	111315		X					\neg	
				0	S	4	区	7	#	

PAGE 2 OF 4

DETECTIVE: Larry K. Denison

MONTH: February, 2016
DATE SUBMITTED: March 1, 2016 SUPERVISOR: Assistant Chief Wilkerson

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED			\$\$\$ Amount of Property Recovered
15001841	CPS Referral	112315		X		
15001844	CPS Referral	112315		X		
15001871	CPS Referral	112315	022316	X	X	
15001912	CPS Referral	112315		X		
15001957	CPS Referral	120715	021616	X	X	
15002000	CPS Referral	121015	021616	X	X	
15002009	CPS Referral	121415		X		
15002108	CPS Referral	010616		X		
16000068	CPS Referral	011216		X		
16000092	CPS Referral	011516		X		
16000111	CPS Referral	012016	022516	X	X	
16000128	CPS Referral	012016		X		
16000195	CPS Referral	012616		X		
16000203	CPS Referral	012616	021616	X	X	
16000205	CPS Referral	020916	021216		X	
16000267	CPS Referral	020916	021616		X	
16000273	CPS Referral	020916	021716		X	
16000291	CPS Referral	020916	021216		X	
16000301	CPS Referral	021116				
16000334	CPS Referral	021116	021616		X	
16000404	CPS Referral	021816				

PAGE 3 OF 4

DETECTIVE: Larry K. Denison

MONTH: February, 2016

SUPERVISOR: Assistant Chief Wilkerson

DATE SUBMITTED: March 1, 2016

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
16000417	CPS Referral	021916								
16000454	CPS Referral	022516								
16000468	CPS Referral	022916								
							_	-	-	
							-	-		
							\dashv	-		
									_	
						_	_	-	_	
						-	\dashv	-	-	
				\vdash			-	\dashv	-	
								\dashv	7	
								_	\dashv	

PAGE 4 OF 4

SUPERVISOR: Assistant Chief Wilkerson

DETECTIVE: Larry K. Denison

MONTH: February, 2016

DATE SUBMITTED: March 1, 2016

OBBBNICE	DEDCOM CYCLD CED			
OFFENSE NUMBER	PERSON CHARGED	CHARGE	DATE FILED WITH D.A.	COMMENTS

NON-CASE AND SPECIAL ASSIGNMENT ACTIVITY

DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, S/A, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, S/A, etc.)	# of Hours
Jan 11, 2016	Training with IRS Agent	1		B, 27-2, 0001)	110415
Jan 17, 2016	Command Staff meeting	1.5			
Jan 19, 2016	Town Chili Cook Off	3			
Jan 25-26, 2016	Out of office for Shaw LEMIT Graduation	12			
For month	Administrative duties	42			
	Total for month	59.5			

PAGE 1 OF 3

SUPERVISOR: Lt. L. Denison

DETECTIVE: Oscar M. Hinojosa MONTH: February 2016
DATE SUBMITTED: March 1, 2016

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES	\$\$\$ Amount of Property Recovered
15-000760	Theft	05/15/15		X						
15-000931	Child Porn	06/15/15		X						
15-001078	Incident	07/08/15		X						
15-001313	Sexual Assault	08/18/15		X						
15-001457	Assault CBI	09/16/15		X						
15-001516	Improper Photographing	09/23/15		X						-
15-001548	Agg. Assault CBI	09/28/15		X						
15-001392	Theft of Motor vehicle	10/05/15		X						
15-001632	CPS	10/21/15		X						
15-001714	CC Fraud/Theft	11/02/15		X						
15-001391	Harrassment	11/04/15		X						
15-001734	Assault CBI F/V	11/04/15	02/17/16	X		X			1	
15-001738	Sexual Assault	11/04/15		X						
15-001745	CPS	11/04/15		X						
15-001771	Harassment	11/04/15		X						
15-001951	CPS	12/07/15		X						
15-002056	Assault CBI F/V	01/07/16	02/26/16	X			X			
16-000061	Assault CBI Imped	01/11/16	02/26/16	X			X			
16-000090	CPS	01/15/16		X						
16-000112	Assault CBI F/V	01/21/16	02/26/16	X		X			2	
16-000124	Assault CBI F/V	01/21/16		X						
16-000135	Harassment	01/21/16	02/2916	X			X			

PAGE 2 OF 3

SUPERVISOR: Lt. L. Denison

DETECTIVE: Oscar M. Hinojosa

MONTH: February 2016
DATE SUBMITTED: March 1, 2016

	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
Incident	01/26/16		X						
Assault	01/26/16	02/03/16	X		X			1	
CPS	01/26/16		X						
Death Inv.	01/26/16	02/29/16	X	X					
Agg. Sexual Assault	01/27/16	02/23/16	X			X			
Assault	02/01/16	02/26/16				X			
Death Investigation	02/05/16	02/16/16					X		
Runway	02/10/16	02/18/16				X			
Agg. Assault w/dead w	02/10/16	02/23/16		X					
Viol of Pro order	02/11/16	02/29/16			X			1	
Assault	02/11/16	02/26/16				X			
Assault	02/11/16	02/29/16				X			
Assault Public Serv	02/11/16	02/29/16			X			3	
Assault Public Serv	02/11/16	02/29/16			X				
Assault Public Serv	02/11/16	02/29/16			Х			_	
Obstruction	02/11/16	02/29/16					_	\rightarrow	
Incident	02/17/16	02/23/16				X			
	Assault CPS Death Inv. Agg. Sexual Assault Assault Death Investigation Runway Agg. Assault w/dead w Viol of Pro order Assault Assault Assault Public Serv Assault Public Serv Obstruction	Assault 01/26/16 CPS 01/26/16 Death Inv. 01/26/16 Agg. Sexual Assault 01/27/16 Assault 02/01/16 Death Investigation 02/05/16 Runway 02/10/16 Agg. Assault w/dead w 02/10/16 Viol of Pro order 02/11/16 Assault 02/11/16 Assault 02/11/16 Assault Public Serv 02/11/16 Assault Public Serv 02/11/16 Obstruction 02/11/16	Assault 01/26/16 02/03/16 CPS 01/26/16 02/29/16 Death Inv. 01/26/16 02/29/16 Agg. Sexual Assault 01/27/16 02/23/16 Assault 02/01/16 02/26/16 Death Investigation 02/05/16 02/16/16 Runway 02/10/16 02/18/16 Agg. Assault w/dead w 02/10/16 02/23/16 Viol of Pro order 02/11/16 02/29/16 Assault 02/11/16 02/29/16 Assault Public Serv 02/11/16 02/29/16 Assault Public Serv 02/11/16 02/29/16 Assault Public Serv 02/11/16 02/29/16 Obstruction 02/11/16 02/29/16	Incident 01/26/16 X Assault 01/26/16 02/03/16 X CPS 01/26/16 X Death Inv. 01/26/16 02/29/16 X Agg. Sexual Assault 01/27/16 02/23/16 X Assault 02/01/16 02/26/16 X Death Investigation 02/05/16 02/16/16 02/16/16 Runway 02/10/16 02/18/16 02/18/16 Agg. Assault w/dead w 02/10/16 02/23/16 02/23/16 Viol of Pro order 02/11/16 02/29/16 02/29/16 Assault 02/11/16 02/29/16 02/29/16 Assault Public Serv 02/11/16 02/29/16 02/29/16 Assault Public Serv 02/11/16 02/29/16 02/29/16 Obstruction 02/11/16 02/29/16 02/29/16	Incident	Incident	Incident	Incident	Incident

PAGE 3 OF 3

SUPERVISOR: Lt. L. Denison

DETECTIVE: Oscar M. Hinojosa

MONTH: February 2016

DATE SUBMITTED: March 1, 2016

CASES FILED WITH DISTRICT ATTORNEY

OFFENSE NUMBER	PERSON CHARGED	CHARGE	DATE FILED WITH D.A.	COMMENTS
16-000151	Ashton Best	Assault CBI	02/03/16	
15-001734	Jose Alvarez	Assault CBI F/V	02/17/16	
16-000112	Derek Green	Assault CBI F/V	02/26/16	
16-000112	Derek Green	Interf w/ Emergency call	02/26/16	
16-000323	Cutler, Courtland	Violation of Protective order	02/29/16	
16-000327	Cutler, Courtland	Agg assault/ Harrass/ Resisting	02/29/16	
16-000329	Cutler, Courtland	Agg. Assault/Harass/ Resisting	02/29/16	
16-000330	Cutler, Courtland	Assault on PS/ Obstruction	02/29/16	
16-000332	Cutler, Courtland	Obstruction	02/29/16	

NON-CASE AND SPECIAL ASSIGNMENT ACTIVITY

(Vacation, Training, S/A, etc.) T Training	8	
E		
		<u> </u>
	0	
		8

PAGE 1 OF 3

DETECTIVE: Reid R. Rossmann

MONTH: February, 2016 DATE SUBMITTED: 03/01/2016

SUPERVISOR: Lieutenant Deniso	SUPERV	ISOR:	Lieutenant	Denisor
-------------------------------	--------	-------	------------	---------

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY	SUSPENDE	ARREST	EXCEPTIO	UNFOUNDE	# CASES	\$\$\$ Amount of Property Recovered
15001395	Criminal Mischief	090415	022916	X	X					
15001478	Theft 20,000-100,000	092115		X		22				
15001532	Burglary of Motor Vehicle	092815		X	12					
15001674	Theft by Deception	102615	022916	X	X					
15001687	Fraud Use of ID Info	102615	020916	X	X					
15001688	Theft 2,500-30,000	102615	022516	X		X			1	
15001690	Theft 2,500-30,000	110315	021116	X	X					
15001704	Fraud Use of ID Info	110315	021116	X			X			
15001709	Incident	110315	021116	X	X					
15001716	Fraud Use of ID Info	110315		X						
15001727	Fraud Use of ID Info	110315	021716	X			X			
15001728	Credit/Debit Card Abuse	110315	021716	X			X			
15001739	Fraud Use of ID Info	110315	021716	X	X					
15001764	Credit/Debit Card Abuse	110315		X						
15001789	Credit/Debit Card Abuse	110915	022916	X			X			
15002036	Theft 30,000-150,000	121815		X						
15002054	Theft 750-2,500	122115	091216	X	X					
16000076	Fraud Use of ID Info	011416		X						
16000101	Incident Report	011516	021516	X	X					====:
16000122	Credit/Debit Card Abuse	012016	021516	X	X		\Box			
16000168	Credit/Debit Card Abuse	012516		X						
16000192	Fraud Use of ID Info	012516		X						

PAGE 2 OF 3

DETECTIVE: Reid R. Rossmann

MONTH: February, 2016 DATE SUBMITTED: 03/01/2016

SUPERVISOR: Lieutenant Denison

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY	SUSPENDE	ARREST	EXCEPTIO	UNFOUND	# CASES	\$\$\$ Amount of Property Recovered
16000214	Criminal Mischief	020916								
16000218	Credit/Debit Card Abuse	020916								
16000220	Credit/Debit Card Abuse	020916								
16000228	Fraud Use of ID Info	020916								
16000241	Fraud Use of ID Info	020916								
16000249	Incident	020916								
16000287	Fraud Use of ID Info	020916								
16000288	Fraud Use of ID Info	020916								
16000318	Fraud Use of ID Info	021116								
16000339	Credit/Debit Card Abuse	021116								
16000342	Forgery	021116								
16000343	Fraud Use of ID Info	021116								
16000354	Incident	021116								
16000360	Credit/Debit Card Abuse	021216						7		
16000376	Fraud Use of ID Info	021516				\neg				
16000383	Fraud Use of ID Info	021516					T	T		
16000411	Fraud Use of ID Info	021916								
16000413	Fraud Use of ID Info	021916						\neg		
16000419	Fraud Use of ID Info	021916		\Box				\dashv		
16000448	Incident	022316	022916					X		
16000449	Theft 100-750	022416								
16000455	Fraud Use of ID Info	022516						\neg		
16000467	Fraud Use of ID Info	022916						\dashv	7	

PAGE 3 OF 3

SUPERVISOR: Lieutenant Denison

DETECTIVE: Reid R. Rossmann

MONTH: February, 2016

DATE SUBMITTED: 03/01/2016

CASES FILED WITH DISTRICT ATTORNEY

OFFENSE NUMBER	PERSON CHARGED	CHARGE	DATE FILED WITH D.A.	COMMENTS
15001688	Francis, Kevin	Theft \$2,500-\$30,000	022516	

DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, S/A, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, S/A, etc.)	# of Hours
020916	Sergeants Test	1.5	021716	CID Meeting	.5
021016	Sergeants Oral Board	1	022416	J.P. 2	1.5
021116	CID Meeting	1.5	022516	CID Meeting	1,5
021516	CID Meeting	1	022516	DCSO	2
021616	CID Meeting	.5	022916	CID Meeting	.5
			022916	Assisted Detective Olson	2
				TOTAL	13.5

PAGE 1 OF 3

SUPERVISOR: Lt. Denison

DETECTIVE: E. Olson MONTH: February 2016 DATE SUBMITTED: 03/01/2016

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY	SUSPENDE	ARREST	EXCEPTIO	UNFOUNDE	# CASES	\$\$\$ Amount of Property Recovered
15-001853	Theft Prop \$750-\$2,500	11/23/15	02/15/2016	X	X					
15-001857	Death Investigation	11/23/15	02/02/2016	X				X		
15-001884	Deadly Conduct	11/23/15	02/26/2016	X		X			1	
15-001972	Harassment	12/07/15	02/02/2016	X				X		
15-002063	Burg of a Habitation	12/22/15	02/18/2016	X			X			
15-002083	Theft of a Firearm	12/28/15	02/11/2016	X	X					
15-002088	Burg of a Habitation	12/28/15	02/29/2016	X	X					
15-002097	Assault CBI Family Vio	01/04/16	02/05/2016	X		X			1	
15-002101	Assault CBI Family Vio.	12/30/15	02/05/2016	X		X			1	
16-000014	Criminal Mischief	01/04/16	02/26/2016	X	X					
16-000019	Theft	01/05/16		X						
16-000026	Crim. Mischief \$100-\$750	01/11/16	02/26/2016	X	X					
16-000028	Theft	01/07/16		X						
16-000071	Assault CBI Fam Vio	02/15/16								
16-000141	Theft \$750-\$2,500	01/20/16		X						
16-000212	Assault CBI Fam Vio	02/02/16	02/26/2016			X			1	
16-000235	Theft Prop \$750-2,500	02/02/16								
16-000244	Theft Prop \$2500-\$30,000	02/02/16								
16-000247	Death Investigation	02/02/16								
16-000307	Theft Prop \$750-\$2500	02/11/16								

PAGE 2 OF 3

SUPERVISOR: Lt. Denison

DETECTIVE: E. Olson MONTH: February 2016

DATE SUBMITTED: 03/01/2016

				T						
OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY	SUSPENDE	ARREST	EXCEPTIO	UNFOUNDE	# CASES	\$\$\$ Amount of Property Recovered
16-000331	Crim Misch \$750-\$2,500	02/11/16								
16-000336	Crim Misch \$100-\$750	02/11/16								
16-000338	Theft Prop \$2,500-\$30,000	02/11/16	02/26/2016				X			\$7,000
16-000356	Theft of a Motor Vehicle	02/19/16								
16-000358	Theft Prop \$100-\$750	02/12/16								
16-000361	Assault CBI Fam Vio	02/16/16								
16-000378	Assault CBI	02/15/16								
16-000478	Crim Misch	02/29/16								
						-	-		\dashv	
						_				
								+	-	
					\dashv	+	-	+	-	

PAGE 3 OF 3

SUPERVISOR: Lt. Denison

DETECTIVE: E. Olson MONTH: February 2016

DATE SUBMITTED: 03/01/2016

CASES FILED WITH DISTRICT ATTORNEY

OFFENSE NUMBER	PERSON CHARGED	CHARGE	DATE FILED WITH D.A.	COMMENTS
15-002097	McKenzie, Connor	Assault CBI Family Vio	02/05/2016	
15-002101	Taylor, Rachell	Assault CBI Family Vio.	02/05/2016	
15-001884	Greer, Andrew	Deadly Conduct	02/26/2016	
16-000212	Childers, Madison	Assault CBI Family Vio	02/26/2016	

DATE	DESCRIPTION OF ACTIVITY (Training, Special Assignments or Duties, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Training, Special Assignments or Duties, etc.)	# of Hours
	Monthly Property Room Duties	36			
	Morning Staff Meetings	10			
	Sex Offender Registration Duties	1			
	Wellness Committee Meetings	3			
	Policy Review	3			
				Total hours for month	53

PAGE 1 OF 3

SUPERVISOR: Lt. L. Denison

DETECTIVE: Cris Trevino

MONTH: March 2016

DATE SUBMITTED: 02/29/16

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLET ED	CARRY	SUSPENDE	ARREST	EXCEPTIO	UNFOUNDE	# CASES FILED	\$\$\$ Amount of Property Recovered
16-000365	Theft<\$100.00- C	02/12/16	02/12/16			X			1	
16-000365	Theft<\$100.00- C	02/12/16	02/12/16			X			1	
16-000426	MIP/MIC -C	02/23/16	02/23/16			X			1	

PAGE 2 OF 3

SUPERVISOR: Lt. L. Denison

DETECTIVE: Cris Trevino

MONTH: March 2016

DATE SUBMITTED: 02/29/16

CASES FILED WITH DISTRICT ATTORNEY

OFFENSE NUMBER	PERSON CHARGED	CHARGE	DATE FILED WITH D.A.	COMMENTS

DATE	DESCRIPTION OF ACTIVITY	# of	COMMENTS	
	(Vacation, Training, S/A, etc.)	Hours		
02/04/16	Thursday Reflection	1	Detention Duty	
02/11/16	Thursday Reflection (detention)	1	Detention Duty	
02/18/16	Thursday Reflection	1	Detention Duty	
02/25/16	Thursday Reflection	1	Detention Duty	
02/24/16	DAEP Drug Intervention	2.5		
	Total	6.5		

TREVINO SRO Monthly February, 2016

SRO Monthly	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
Felony Reports																																
Misdemeanor Reports												1							1													2
Event Number Reports		1	1	1	1			1	1	2	3	2	1		2	3	1	2	3				1	3	1	1			3			34
Information Reports	H																															
Arrest Reports																																
Citations								1	1			2							2													6
Lectures/Presentations								1																								
Law Enforcement Collaboration								1																								
Conferences – Student																																
Conferences – Parent								1																								
Conferences – School Staff																																
School Shifts Absent																																
School Shifts Worked							-	1																								

PAGE 1 OF 3

SUPERVISOR: Lt. Denison

DETECTIVE: C. Holliefield MONTH: February 2016 DATE SUBMITTED: 02-29-2016

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY	SUSPENDE	ARREST	EXCEPTIO	UNFOUNDE	# CASES	\$\$\$ Amount of Property Recovered
15-001968	Poss. Under 2oz-Marijuana	12-4-15	12-17-15	X		X			1	
15-001723	Poss. Of Cont. Sub. P-3	12-15-15	2-8-16	X		X			1	
15-001867	Poss. Of Cont. Sub. P-3	12-15-15	2-8-16	X		X			1	
15-001924	Theft over 100	12-22-15		X						
15-001941	Theft over 100	12-22-15		X						
15-001943	Theft over \$100	12-15-15		X						
15-001964	Criminal Mischief	12-15-15		X						
16-000032	Disorderly Conduct-lang.	1-15-16	1-16-16	X			X			
15-001994	Theft over \$100	2-9-16								
16-000162	Disruption of Class	2-9-16	2-10-16				X			
16-000163	Disruption of Class	2-9-16	2-10-16				X	7		
16-000165	Disruption of Class	2-9-16	2-10-16				X			
16-000164	Disruption of Class	2-9-16	2-10-16				X	-		
16-000173	Disorderly Conduct	2-9-16	2-10-16				X			
16-000175	Criminal Mischief	2-9-16	2-10-16		X					
16-000193	Theft under \$100	2-9-16	2-10-16			X			1	
16-000194	Interference with Public Duties	2-9-16	2-10-16			X			1	
16-000209	Curfew Violation	2-9-16	2-10-16			X			1	
16-000210	Curfew Violation	2-9-16	2-10-16			X		\neg	1	
16-000221	Possession of Drug Para	2-9-16	2-10-16				\mathbf{x}	\dashv		

PAGE 2 OF 3

SUPERVISOR: Lt. Denison

DETECTIVE: C. Holliefield **MONTH:** February 2016 **DATE SUBMITTED:** 02-29-2016

						7/1		JUL	TATE	1 1 ED. UZ-2
OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES	\$\$\$ Amount of Property Recovered
16-000223	Under the Influence	2-9-16	2-10-16				X		-46	
16-000229*	Assault	2-9-16	2-10-16						X	
16-000272	Possible School Shooting	2-9-16	2-10-16					X		
16-000254	Under the Influence	2-12-16	2-15-16				X			
16-000265	Possession of Drug Para	2-12-16	2-15-16				X			
16-00277	Possession of Tobacco	2-12-16	2-15-16			X			1	
16-000349	Possession of Tobacco	2-12-16	2-15-16				X			
16-000350	Possession of Tobacco	2-12-16	2-15-16				X			
16-000351	Possession of Tobacco	2-12-16	2-15-16				X			
16-000276	Possession of Tobacco	2-15-16	2-16-16				X			
16-000302	Minor in Possession	2-15-16	2-16-16				X			
16-000303	Minor in Possession	2-15-16	2-16-16				X			
16-000308	Possession of E-Cig	2-15-16	2-16-16				X			
16-000312	Possession of Tobacco	2-15-16	2-16-16			X			1	
16-000352	Incident	2-15-16	2-16-16				X			
16-000357	Theft Under \$100	2-15-16	2-16-16				X			
16-000366	Possible Sexual Assault	2-15-16		7						
16-000347	Under the Influence	2-16-16	2-17-16				X			
16-000348	Possession of E-Cig	2-17-16	2-18-16				X			
16-000176	Theft Under \$750	2-18-16	2-19-16		X				7	
16-000285	Theft Under \$100	2-18-16	2-19-16			X			1	
16-000293	Theft Under \$100	2-18-16	2-19-16			X			1	
16-000344	Under the Influence	2-18-16	2-19-16				X			

PAGE 3 OF 3

SUPERVISOR: Lt. Denison

DETECTIVE: C. Holliefield MONTH: February 2016 DATE SUBMITTED: 02-29-2016

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	EST	EXCEPTION	UNFOUNDED	CASES FILED	\$\$\$ Amount of Property Recovered
				AR	USF	ARREST	XC	N.F.		
16-000398	Disorderly Conduct	2-23-16	2-24-16	J	92		X	_	-#	
16-000399	Disorderly Conduct	2-23-16	2-24-16				X			
16-000414	Disorderly Conduct	2-23-16	2-24-16				X			
16-000418	Disorderly Conduct	2-23-16	2-24-16				X			
16-000420	Disorderly Conduct	2-24-16	2-25-16				X			
16-000442	Minor under the Influence	2-24-16	2-25-16			X			1	
16-000444	Disorderly Conduct	2-24-16	2-25-16				X			
16-000450	Theft Under \$750	2-24-16	2-25-16				X			
16-000170	Poss. Under 2oz-Marijuana	1-27-16								
16-000211	CPS	2-1.0-16	2-25-16					X		
16-000240	CPs	2-14-16	2-25-16					X		
16-000415	Disorderly Conduct	2-19-16	2-29-16				X			
16-000443	Assault	2-22-16	2-29-16			X			1	

PAGE 4 OF 3

SUPERVISOR: Lt. Denison

DETECTIVE: C. Holliefield MONTH: February 2016

DATE SUBMITTED: 02-29-2016

CASES FILED WITH DISTRICT ATTORNEY

OFFENSE NUMBER	PERSON CHARGED	RSON CHARGED CHARGE DATE FILED WITH D.A.									
15-001723	Noah Vaughn	Poss. Of Cont. Sub. P-3	2-9-16								
15-001867	Ivan Andrade	Poss. Of Cont. Sub. P-3	2-9-16								
16-000194	Davon Graham	Interference with Public Duties	2-9-16								
16-000229	James Baldridge	Assault	2-9-16								

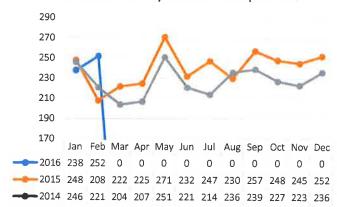
DATE	DESCRIPTION OF ACTIVITY (Training, Special Assignments or Duties, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Training, Special Assignments or Duties, etc.)	# of Hours
2-11-16	General Orders	2			Hours
2-4-16	General Order	1			
2-10-16	Training-Taser	4			
2-25-16	General Order	2			
2-25-16	Shattered Dreams	1			
				Total hours for month	9

Feb-16 SRO: HOLLIEFIELD

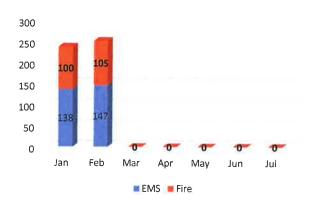
Date	1	ι]	2	3	4	5	6	5 7	7 8	9	10	1:	1 1	2 1	3 1	4 1	5 1	16	17	18	19	1 2	ol 2	1 2	2	23	24	25	1 26	5 2°	7l 2	lac	29	30	21	Totals
Felony Reports	x																			30.20														50		0
Misd. Reports	1	ı .	4	0	1	5	х	×		7	, 1			ıx	x	×		3	0	4	1	x	x		3	1	0	7		x	x	Ī				41
Event # Reports	13	3 1	2	9	6	10	x	x	0	10	3			зх	x	x		7	4	10		x	x		5	3	4			x	x					
Informtion Reports																		Ì		_10			<u> </u>	<u> </u>		1		9	-		Î	†				132
Arrest Reports																									T											0
Citation/Wa rnings	3		5	,	0	1	x	x	0	4	0			x	x	x		2	0	4	1	x	x		3	1	0	7								39
Lectures - Present.																										1						T				0
LE Collab																												2								2
Conf - Student	2	4	1 4	4	2	7	x	x	4	8	4	4		x	x	x		7	5	8	2	x	x			8	8	16	4			T				107
Conf - Parent	2			L	2	6	x	х	3	9	3	3		x	x	×		5	2	6		×	x	5		3	3	10				1				79
Conf - School Staff	8	٥		,	4	3	x	x	3	9	3	3	4	x	x	x		6	5	3		x	x	6		6	7	14	8							
Shifts Absent																						, , , , , , , , , , , , , , , , , , ,				+	1	17	0							112
	w	w	w	w		w ;	x	х	w	w	w	w	w	x	x	w	w	W	, ,	w	w	x	x	w	w	W	, ,	W	w							
Parking Lot Crashes					1																															
Officer Asst.																																				

Little Elm Fire Deparmtent February 2016 - Activity Report

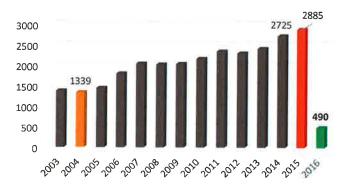
2014-2016 Year by Month Comparison



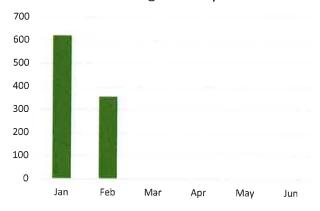
2016 - EMS versus FIRE by Month



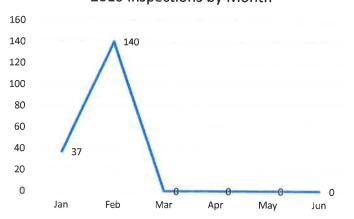
Current YTD Totals Compared to Previous Years



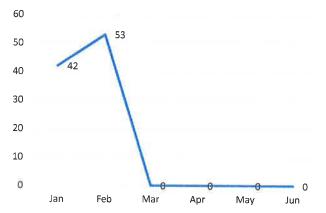
2016 Training Hours by Month



2016 Inspections by Month



2016 Plan Review by Month





PARKS, RECREATION & LIBRARY

February 2016





Library News

The Library joined in the National Harry Potter Book Night celebration on February 4, and staff entertained 67 children and their parents with a variety of activities. The green screen was a big hit, and library staff Laurie McKee, Kelli Phelan, and Lynette Roberson joined the fun.

Little Elm's Adult Literacy Program's Spring 2016 ESL class quickly filled to capacity. Two dozen adults eager to improve their English speaking skills began meeting Monday evenings in February, and will progress from Level 1 to Level 3. In the Level 4 Life Skills classes students learn household management, shopping budgeting, banking and job seeking/employment skills. The next registration opportunity will be in August 2016.





Recreation Division

Girls on the Run kicked off in February! The last week in February Girls on the Run had 7 girls participating in the self-esteem boosting run program.

We've kicked off Spring recreation programming with youth Creative Arts, which had 14 enrolled in the class. Coming in the Spring semester we have CPR/First Aid courses, Exploring Dance, Healthy Cooking classes, and Exploring Sports.







Group Fitness has jumped in member attendance. From January to February we've increased 50% attendance, per class.



In the home-stretch of the Mayor's Fitness Challenge, and we had 23 MFC participants registered for the Big Easy 5K. We offered Rock Climbing, Cardio Dance workouts, Pickleball, Open Gym Volleyball, Outlaw Boot Camp Core sessions, and 5 educational sessions, including a "practice" 5k run in the month.

Parks, Recreation & Library

Athletics & Aquatics Division

Adult Indoor Volleyball is finished with regular season play and will be starting playoffs in March. Another Indoor Volleyball season will kick off at the end of March.

Adult Sand Volleyball registration has begun for the Little Elm Park Sand Volleyball leagues.

Adult Basketball and Softball registrations are flowing in and leagues will begin mid-March. Currently, we have 30 teams registered for Softball and 2 teams for Basketball.





Adult athletic leagues in Little Elm are becoming branded! We had new logos designed for our adult leagues. More to come!







Aquatics schedules at 8 Little Elm HOA pools have been published. We are currently hiring 10 Water Safety Instructors and 10 Lifeguards for summer swim lessons. Our Athletics & Aquatics Coordinator, Tara Niemann, became Lifeguard Instructor Certified this month. She will now be able to train Little Elm Lifeguards in-house.

Parks, Recreation & Library

Senior Center Fun

The Senior Center members took in a weekend concert at the Eisemann Theater. The concert was "Hooray for Hollywood" featured by the Richardson Community Band. We had great attendance for this concert.

Chair Volleyball for the Seniors has grown so popular that we've expanded to 2 courts. The Seniors have great fun playing this game.

The word is out that Bunco is fun, so the event doubled in a single month. The Seniors are really enjoying this fun, dice game.





Good weather, Leap
Day and new
programs gave the
Senior Center
attendance a BIG
boost! We were up
50% over last
February's attendance.



