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, May 3, 2016 - 6:00 PM
Town Council Chambers
100 West Eldorado Parkway
Little Elm, TX 75068

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

   A. Invocation:

   B. Items to be withdrawn from Consent Agenda.

   C. Emergency Items if posted.

   D. Request by the Town Council for items to be placed on a future agenda for discussion, and recognition of excused absences.

   E. Discussion regarding necessity of 380 Overlay district. (Town Planner Lisa Reich) 7

   F. Discussion regarding naming of the proposed 10' hike and bike trail in Frisco Hills and Valencia subdivisions. (Town Engineer Kimberly Brawner) 13

   G. 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.

   H. 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. Presentation:

   A. Mayor Hillock to read and present Proclamation proclaiming May 2016 as Building Safety Month in the Town of Little Elm. 14

   B. Mayor Hillock to read and present Proclamation proclaiming May 15-21, 2016 as National Public Works Week in the Town of Little Elm. 15

5. Annexation:

   A. Discussion and Action to adopt Ordinance No. 1328 an Ordinance of the Town of Little Elm, Texas, annexing adjacent and contiguous territory, as described in the attached legal description and as depicted in the attached location map, to the Town of Little Elm, Texas; finding that all necessary and required legal conditions have been satisfied; providing that such area shall become a part of the Town and that the owners and inhabitants thereof shall be entitled to the rights and privileges of other citizen and should be bound by the Acts, Ordinances, Resolutions and Regulations of the Town of Little Elm now in effect and to be hereafter adopted; approving and adopting a service plan for the annexed area; further providing a for amending and correcting the official boundaries of the Town as heretofore adopted; correcting the official Town maps; assigning a council district; providing a savings clause; providing a severability clause; providing a repealer clause; and providing an effective date. (North of Fish Trap and West of Bryan Road) 16

6. Public Hearing: on request to rezone approximately 325.5 acres of land from Extra Territorial Jurisdiction (ETJ) to Planned Development-Single Family district (PD-SF), generally located north of Fishtrap Road, west of Bryan Road, within Little Elm's ETJ. 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. Receive Public Comments:

   D. Close Public Hearing:

E. Discussion and Action to adopt Ordinance No. 1329 an Ordinance of the Town of Little Elm Texas, amending the Official Zoning Map of the Town to zone said 325.5 acres property to Planned Development District for Single Family Uses (PD-SF4); approving a Concept Plan and Development Standards for said 325.5 acre property; 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. (Town Planner Lisa Reich) 37

7. 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.

8. 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 April 19, 2016 Workshop, Public Hearing and Regular Meeting. (Town Secretary Kathy Phillips) 168

B. Final Plat Parker Crossing, Lot 2, Block A, from Baird, Hampton & Brown, Inc., generally located on the southeast corner of University Drive and Oak Grove Parkway within Little Elm town limits. (Town Planner Lisa Reich) 172

C. Final Plat Paloma Creek Phase 6A, from Petitt Barraza LLC, generally located along Salt Branch Road, located in Little Elm's ETJ. (Town Planner Lisa Reich) 175

D. Final Plat Paloma Creek Phase 13D from Petitt Barraza LLC, generally located along Rose Garden Drive, located in Little Elm's ETJ. (Town Planner Lisa Reich) 178

E. Approve Municipal Right of Way and Pole Use Agreement between the Town of Little Elm and Crown Castle NG Central, LLC and authorize the Town Manager to execute for the same. (Director of Development Services) 181

F. Receive and Accept Quarterly Investment Report ending March 31, 2016. (Chief Financial Officer Karla Stovall) 202

G. Receive and Accept Quarterly Budget Report ending March 31, 2016. (Chief Financial Officer Karla Stovall) 216

H. Final Acceptance Valencia on the Lake Lift Station. (Town Engineer Kimberly Brawner) 357

I. Final Acceptance Valencia on the Lake Off-site Sewer. (Town Engineer Kimberly Brawner) 362

J. Final Acceptance Villages of Woodlake Irrigation Project. (Town Engineer Kimberly Brawner) 370

K. Authorize the use of the City of Grand Prairie cooperative contract with Nortex at the unit price listed ($3.76) for an amount not to exceed $125,000 for the FY 2016 Concrete Leveling & Stabilization Program. (Purchasing Agent Dawn Berry) 378

L. Approve Resolution No. 05031602 a Resolution of the Town Council of the Town of Little Elm, Texas, approving certain project expenditures; approved by the TIRZ #3 Board of Directors for Lakefront District; providing a severability clause; and providing for an effective date. (Chief Financial Officer Karla Stovall) 393

M. Award Bid No. 2016-43 for McCord Park Drainage Project to Quality Excavation, LTD. for an amount not to exceed $321,199.00 and to authorize the Town Manager to execute the contract. (Purchasing Agent Dawn Berry) 395

N. Approve Resolution No. 05031603 a Resolution of the Town of Little Elm, Texas, consenting to the addition of certain land into Highway 380 Municipal Management District No. 1. (Town Planner Lisa Reich) 404

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

A. Discussion and Action to approve 380 Economic Development Program and Agreement between the Town of Little Elm and HEB Grocery Company, LP and authorize the Town Manager to execute agreement for the same. (Director of Development Services Jason Laumer) 406

B. Discussion and Action to approve McCord Park Drainage Improvements Funding Agreement between the Town of Little Elm and Western Rim Investor 2014-5, L.P. and authorize the Town Manager to execute contract for the same. (Director of Development Services Jason Laumer) 411

C. Discussion and Action to approve Interlocal Cooperative Agreement between the Town of Little Elm and City of Frisco regarding Cottonwood Branch and authorize the Town Manager to execute agreement for the same. (Director of Development Services Jason Laumer) 427

D. Discussion and Action to appoint Town Council member or Staff representative to the Ryan Project board as a liaison between the Town and the Ryan Project board. (Mayor David Hillock) 437

E. Discussion and Action on a Performance Agreement by and between the Town of Little Elm and the Little Elm Economic Development Corporation regarding property in the Lakefront District and authorize the Town Mayor to execute a contract for the same. (Executive Director of EDC Jennette Killingsworth) 438

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 28th day of April 2016.

TOWN OF LITTLE ELM

Town Council

STAFF REPORT

PROJECT:	380 Overlay District	
WORK SESSION:	Town Council:	**5-3-16**
PUBLIC HEARING DATES:	Planning & Zoning Commission:	2016
	Town Council:	2016

REQUEST: Discuss necessity of 380 Overlay District.

PLANNING ANALYSIS: In order to promote economic development and regulate the character of growth along the US 380 corridor, the 380 Overlay District was created. The following summarizes the segments of the 380 Overlay District:

- Prohibited uses are listed to safeguard the Town's vision for US 380. All listed uses require an SUP or PD in other parts of Town, but specifying uses as prohibited provides an extra layer of protection for the Town and most inquiries don't advance to an application;
- Height restrictions are stricter in conjunction with proximity to residential uses. This is beneficial because uses along fast-moving US 380 are more likely to have buildings that are more than one story compared to other parts of Town;
- Because of the speed of traffic on US 380, larger monument, multi-tenant, and wall signs are allowed along the corridor than in the rest of Town. In addition, background color and electronic message boards have looser constraints;
- Landscaping requirements necessitate a larger landscape buffer and additional ornamental trees along US 380; and,
- Off-site spill of exterior lighting is not curbed by different adjacent zoning districts the way it is throughout the rest of Town.

RECOMMENDED ACTION: Provide feedback to staff on future of 380 Overlay District.

TOWN CONTACT: Lisa Reich – Town Planner

ATTACHMENTS: 380 Overlay District regulations

ARTICLE II.
ZONING DISTRICTS.
DIVISION IV.
SPECIAL DISTRICTS.

Sec. 106-73. U.S. 380 Overlay District.

1. *General purpose and description.* The Town of Little Elm hereby adopts the U.S. Highway 380 Overlay District establishing development standards for properties within the 380 Corridor in the Town of Little Elm jurisdictional limits, regarding use regulations, height regulations, signage, landscaping, and lighting requirements. The 380 Overlay District is intended to substantially advance a legitimate governmental interest that includes promoting the economic development of the overlay district area, promoting a job base for the residents of Little Elm, and to regulate the character of growth along the 380 Corridor.

2. *Boundary.* As identified in Exhibit A of Ordinance 835, including any subsequent modifications as approved by Town Council.

3. *Use regulations.*

   A. *Permitted uses.* The base zoning district of the subject property determines the permitted land uses in the 380 Overlay District. Furthermore, the only permitted zoning districts in the overlay district are as follows: Light Commercial (LC), Heavy Commercial (HC), Light Industrial (LI), Heavy Industrial (HI), and related Planned Development (PD) districts. Permitted land uses are outlined in section 106-28 (Use Chart). All applicable regulations for use, yard, area, lot dimensions, utility placement, and landscaping shall be those specified for each district, including planned development stipulations except as otherwise stated in this ordinance.

   B. *Prohibited uses.*

      1. The following uses are prohibited in the 380 Overlay District:

         •Commercial amusement (outdoor)
         •Firing range, indoor/outdoor
         •Church or rectory
         •Residence home for the aged
         •School public primary or secondary
         •Building materials & hardware (outside)
         •Pawn shop
         •Flea market
         •Open or outside storage of products or materials (not screened)
         •Batching plant (concrete or asphalt) (permanent)
         •Brick company with outside storage

•Landfill (commercial)
•Wrecking yard, auto salvage, junkyard, or outside reclamation
•Automobile or truck leasing or renting
•Automobile reconditioning, body/fender repair or major repair
•Automobile sales, new or used
•Heavy vehicle sales or storage
•Boat sales, new or used
•Boat repair
•Motorcycle sales, with outside display
•Recreational vehicle sales, new or used
•Trailer or manufactured home display or sales or rental
•Truck and bus rental or repair
•Tire retreading and recapping
•Tire sales with outside storage
•Truck sales, new or used
•Vehicle or car wash, self serve
•Portable building sales
•Dance hall
•Sexually oriented businesses
•Storage or repair of furniture and appliances, outside building
•Rock quarries, sand, gravel, or earth excavation
•Self-storage or mini warehouse
•Salvage or reclamation of products (in open)
•Veterinarian clinic or kennel with outside pens

C. *Buffer zones required between industrial uses or zones and single-family uses or zones.* A buffer zone shall be required between industrial and single-family residential zoning districts or uses to provide separation between the two areas. These special buffering requirements are necessary in order to mitigate the impact associated with adjacent non-compatible uses. A 40-foot transitional buffer is required for industrial uses or zones adjacent to single family residential uses or zones within the 380 Overlay District. Any transitional buffer area that is provided shall be landscaped and irrigated. Trees shall be provided at a rate of one tree per 30 linear feet. Fifty percent of the trees shall be evergreen and shall be evenly dispersed.

4. *Height and setback regulations.* In the 380 Overlay District the height of buildings and the setback regulations shall be as follows:

A. *Maximum structure height:* There will be no building height limitation as long as the setback regulations set forth below are met.

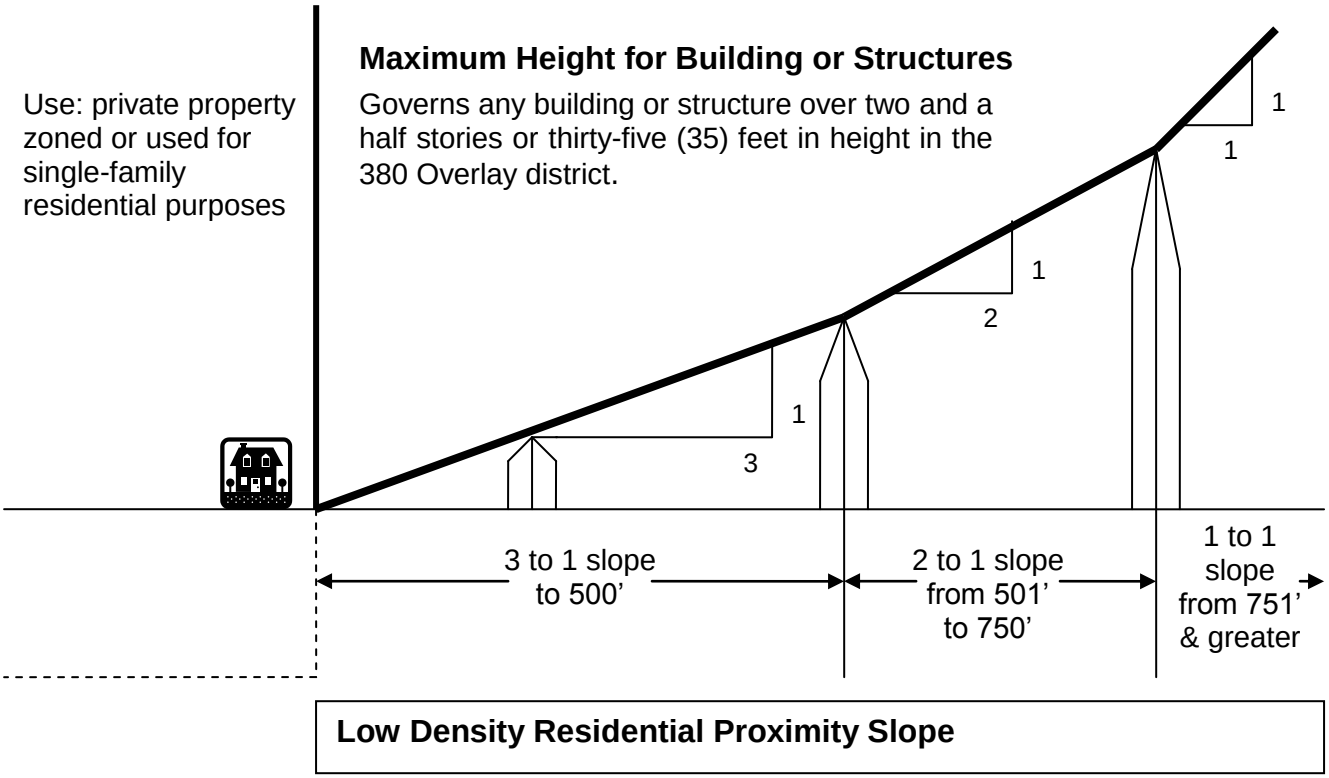
B. *Setbacks:* The following setbacks shall be applied to all buildings over two and one-half stories or 35 feet in height. Buildings that are less than 35 feet in height shall use the setbacks identified in each zoning district. See Figure 1 for additional information regarding the required setbacks.

Height Setback Envelopes			
Distance from closest residential zoning or use property line	less than 500'	500' to 750'	Over 750'
Nonresidential Uses with Residential Adjacency/Proximity*	3 to 1 slope	2 to 1 slope	1 to 1 slope
Nonresidential Uses without Residential Adjacency/Proximity*	1 to 1 slope		

* This includes land zoned or used for single-family residential purposes regardless of jurisdiction.

a) A height setback envelope is a plane projected upward and outward from a site of origination, which is defined as any private property that is zoned or used for single-family residential purposes.
b) When referring to height setback envelopes, all slopes in this ordinance are stated as to horizontal run to vertical rise.
c) Surface parking facilities may be located within the height setback envelope, as required for nonresidential uses, so long as the parking does not encroach into the required landscape setbacks.

Figure 1 Height/Setback Envelope:
Low Density Residential Site of Origination



5. *Signage.* In the 380 Overlay District, signs shall be subject to the following regulations:

   A. *Internal illumination:* Outdoor, internally illuminated advertising signs may have a background, letters, and/or symbols of any color combination.

   B. *Monument sign.*

      i. *Area:* The maximum area for a monument sign shall be 100 square feet.
      ii. *Height:* The maximum height for a monument sign shall be ten feet.

   C. *Multi-tenant monument sign:*

      i. *Area:* The maximum area shall be based upon the size of the development.

         a. Five acres or less is 150 square feet.
         b. For every acre over five acres, the sign size may be increased by ten square feet with the maximum allowed area 240 square feet is permitted.

      ii. *Height:* The maximum height shall be 24 feet.

   D. *Wall sign area:*

i. For each one (1) linear foot of primary building face, 3 square feet of wall sign is allowed. A maximum of 200 square feet of wall signage is allowed per building or tenant. Big Box primary tenants may use a total of 400 square feet.

E. *Electronic message signs:*

i. The portion of the sign that may be electronic message is limited to 60 percent of the total sign.

ii. Any change of pictures or information on said sign may not include animation but may include transitions.

6. *Landscaping.* Landscaping shall conform to the requirements found in the Landscaping Ordinance. In addition to these requirements, the following are required:

A. *Perimeter landscaping:*

i. A 30-foot front landscape setback adjacent to U.S. 380 shall be maintained. The landscape setback shall generally consist of trees, shrubs, groundcover, berms, and/or related elements.

ii. For the perimeter landscaped area adjacent to U.S. 380, one (1) large canopy tree and one (1) small ornamental tree shall be required each 30 linear feet of street frontage. Trees may be grouped or clustered to facilitate site design.

7. *Lighting.* The installation of lighting shall limit off-site spill (off the parcel containing the development) to a maximum of 0.5 fc at any location on any residential property, and no limit at any location on any nonresidential property, as measurable from any orientation of the measuring device.

(Ord. No. 835, § 2, 6-5-2007)

Staff will provide handouts

at Workshop for discussion

Proclamation

Building Safety Month — May, 2016

Whereas, *Our Town of Little Elm, TX continuing efforts to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;*

Whereas, *our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;*

Whereas, *these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;*

Whereas, *the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;*

Whereas, *Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;*

Whereas, *"Resilient Communities Start with Building Codes" the theme for Building Safety Month 2016, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, water safety and conservation; energy efficiency and new technologies in the construction industry. Building Safety Month 2016 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,*

Whereas, *each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.*

NOW, THEREFORE, *I, David Hillock, Mayor, Town of Little Elm, do hereby proclaim the month of May, 2016 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.*
Signature

IN WITNESS WHEREOF, *I have set my hand and caused the Seal of the Town to be affixed this May 3rd in the year 2016.*

_____

Mayor, David Hillock
Town of Little Elm

LITTLE ELM

Proclamation

By the Mayor of Little Elm, Texas

To All to Whom these Presents Shall Come:

Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; **and**

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sanitary sewers, streets and highways, storm water, fleet, facilities and solid waste collection; **and**

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; **and**

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; **and**

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

Now, therefore, *I, David Hillock, Mayor of the Town of Little Elm do hereby proclaim the week of* ***May 15-21, 2016*** *as*

"National Public Works Week"

in The Town of Little Elm and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and Seal of the Town of Little Elm, Texas, this 3rd day of May, 2016.

David Hillock, Town of Little Elm

TOWN OF LITTLE ELM

Town Council

STAFF REPORT

PROJECT:	Union Park Tract 2	
MEETING DATES:	Town Council:	2-16-16 4-05-16 **5-03-16**
	Planning & Zoning Commission:	4-21-16
REQUEST:	Approve the proposed annexation of Union Park Tract 2 and assign it to Council district 5	
LOCATION:	Generally located north of Fishtrap Road, west of Bryan Road, within Little Elm's ETJ	
PLANNING ANALYSIS:	On February 16th, 2016, Council adopted Resolution 02161602 that directed staff to prepare a service plan and schedule public hearings for the annexation. On April 5th, 2016, the first and second public hearings were for Council discussion only, and the final meeting, for discussion and action, is scheduled for May 3rd, 2016. Council district 5 is directly adjacent to the subject property and is the appropriate district for the subject property.	
RECOMMENDED ACTION:	Staff recommends approval of the proposed annexation. On April 21st, 2016, the Planning & Zoning Commission unanimously recommended approval of the proposed annexation.	
TOWN CONTACT:	Lisa Reich – Town Planner	
ATTACHMENTS:	Ordinance 1328 Legal Description Location Map Service Plan	

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1328

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, ANNEXING ADJACENT AND CONTIGUOUS TERRITORY, AS DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION AND AS DEPICTED IN THE ATTACHED LOCATION MAP, TO THE TOWN OF LITTLE ELM, TEXAS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE TOWN AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE TOWN OF LITTLE ELM NOW IN EFFECT AND TO BE HEREAFTER ADOPTED; APPROVING AND ADOPTING A SERVICE PLAN FOR THE ANNEXED AREA; FURTHER PROVIDING FOR AMENDING AND CORRECTING THE OFFICIAL BOUNDARIES OF THE TOWN AS HERETOFORE ADOPTED; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL TOWN MAPS; 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 of Little Elm, Texas (the "Town"), pursuant to Chapter 43 of the Texas Local Government Code and Section 1.03 of the Home Rule Charter of the Town of Little Elm, Texas, has instituted annexation proceedings to annex certain territory which is adjacent and contiguous to the Town, which territory is described in the attached Legal Description and the attached Location Map, both of which are attached hereto and incorporated herein for all purposes; and

WHEREAS, the owner of an approximately 325.5 acre tract of land, more particularly described by the attached Legal Description and Location Map, submitted a petition for annexation; and

WHEREAS, on October 15th, 2013, the Town Council approved a Development Agreement with the owner; and

WHEREAS, on February 16th, 2016, Town Council adopted Resolution 02161602, which scheduled public hearings and directed staff to prepare a service plan for the subject property; and

WHEREAS, on April 5th, 2016, two separate public hearings were conducted in accordance with Chapter 43 of the Texas Local Government Code; and

WHEREAS, the public hearings were conducted and held not more than forty (40) days nor less than twenty-one (21) days prior to the institution of annexation proceedings; and

WHEREAS, all required written notices were timely sent to all property owners and others entitled to written notice at least thirty-one (31) days before the first public hearing; and

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the Town and in the territory proposed to be annexed by publication at least once in said newspaper not more than twenty (20) days nor less than eleven (11) days prior to each public hearing; and

WHEREAS, notice of the public hearings was posted on the Town's Internet website on or after the twentieth (20th) day but before the tenth (10th) day before the date of each public hearing and remained posted until the date of the hearings; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code and Section 1.03 of the Home Rule Charter of the Town of Little Elm, Texas, have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a service plan, attached hereto and incorporated herein for all purposes, was prepared by the Town Manager, or his designee, before the date that notice of the first public hearing was published and posted, which plan was made available for inspection and explained at the public hearings conducted as herein described; and

WHEREAS, annexation proceedings were instituted and completed relative to the territory to be annexed on May 3rd, 2016, by the introduction of this annexation ordinance during a Regular Meeting of the Town Council of the Town of Little Elm on said date; and

WHEREAS, the territory to be annexed is contiguous and adjacent to the corporate limits of the Town of Little Elm and meets all applicable size and shape requirements of state law governing eligibility for annexation; and

WHEREAS, the Town Council 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 proposed annexation described herein; and

WHEREAS, after due deliberations and consideration of all information and materials received at the public hearings and other meetings, the Town Council of the Town of Little Elm, Texas, has determined that the proposed annexation would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ANNEXATION. The property described in the Legal Description and depicted in the Location Map, both of which are attached hereto and incorporated herein for all purposes, shall be and is hereby annexed and brought within the corporate limits of

the Town of Little Elm, Denton County, Texas, and same is hereby made a part of the Town.

SECTION 3. **SERVICE PLAN.** The attached Service Plan, incorporated herein for all purposes, was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved and adopted as part of this Ordinance, and is made a part hereof.

SECTION 4. **CITIZENSHIP.** The property described in the Legal Description and depicted in the Location Map shall bear its pro rata share of the taxes levied by the Town, and the inhabitants of the areas herein annexed shall be entitled to all of the rights, privileges, and responsibilities of other citizens of the Town and are hereby bound by all acts, ordinances, resolutions, regulations and other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. **ZONING MAP.** Official maps of the Town shall be amended to reflect the annexation changes made by this ordinance.

SECTION 5. **FILING & NOTIFICATION.** The Town Manager is hereby directed and authorized to file a certified copy of this Ordinance with the necessary governmental agencies.

SECTION 6. **SAVINGS.** This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 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 herby 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 this the 3rd day of May, 2016.

The Town of Little Elm, Texas

_____
David Hillock, Mayor

ATTEST:

_____
Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

_____
Robert Brown, Town Attorney

Exhibit A
Description of the McCutchin Tract

Being a tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County Texas, and being the tract of land described in deed to Gene Paul McCutchin, recorded in volume 2610, page 93 of the deed records of Denton County, Texas (D.R.D.C.T.) also being the same tract of land described in deed to Gene McCutchin, recorded in Volume 927, Page 689 D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "Cotton Surveying" set at the northeast corner of said McCutchin tract and the southeast corner of a called 90 acre tract of land described in deed to Wood, Thacker & Weatherly, P.C., recorded in Instrument No. 2010-43760 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), the tract of land described in deed to Dan Trammel, recorded in Instrument No. 2010-51298, R.P.R.D.C.T., and the tract of land described in deed to Heartspring Methodist Foundation, recorded in Instrument No. 2010-24425, R.P.R.D.C.T., also the west line of a called 255.945 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144477, R.P.R.D.C.T., in the approximate center of Bryan Road (gravel road);

THENCE South 01 Degrees 31 Minutes 19 Seconds West, generally along the center of said Bryan Road, at a distance of 804.29 feet passing a 1/2" iron rod found for the southwest of said 255.945 acre tract, continuing for a total distance of 1666.90 feet to a 1/2" iron rod found at the southeast corner of said McCutchin tract, also being an interior corner of a called 757.040 acre tract of land described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961, R.P.R.D.C.T.;

THENCE North 88 Degrees 41 Minutes 23 Seconds West, along the south line of said McCutchin tract and the north line of said H4 Little Elm, LP tract, a distance of 5406.30 feet to a {United States Army Corps of Engineers Monument} for the calculated southeast corner of a called 44.45 acre tract of land described in deed to United States of America, recorded in Volume 2619, Page 152, D.R.D.C.T., also the northwest corner of said H4 Little Elm, LP tract;

THENCE along the east line of said 44.45 acre USA tract, the following courses to the calculated corners for monuments reference in said 44.45 acre USA deed;

North 21 Degrees 00 Minutes 22 Seconds West, a distance of 170.97 feet to a {United States Army Corps of Engineers Monument} for corner;

North 14 Degrees 17 Minutes 00 Seconds East, a distance of 306.52 feet to a {United States Army Corps of Engineers Monument} for corner;

North 41 Degrees 14 Minutes 23 Seconds East, a distance of 176.93 feet to a {United States Army Corps of Engineers Monument} for corner;

North 36 Degrees 23 Minutes 33 Seconds East, a distance of 382.81 feet to a {United States Army Corps of Engineers Monument} for corner;

North 55 Degrees 19 Minutes 17 Seconds East, a distance of 301.44 feet to a {United States Army Corps of Engineers Monument} for corner;

North 01 Degrees 54 Minutes 25 Seconds West, a distance of 358.20 feet to a {United States Army Corps of Engineers Monument} for corner;

North 34 Degrees 29 Minutes 14 Seconds East, a distance of 276.50 feet to a {United States Army Corps of Engineers Monument} for corner in the south line of a called 44.81 acre tract of land described in deed to United States of America, recorded in Volume 2574, Page 510, D.R.D.C.T.;

THENCE South 88 Degrees 37 Minutes 39 Seconds East, along the south line of said 44.81 acre USA tract and the south line of the aforementioned Wood, Thacker & Weatherly, P.C. tract, a distance of 4699.88 feet to the POINT OF BEGINNING and containing 8,534,148 square feet or 195.917 acres of land more or less.

Exhibit B
Depiction of the McCutchin Tract

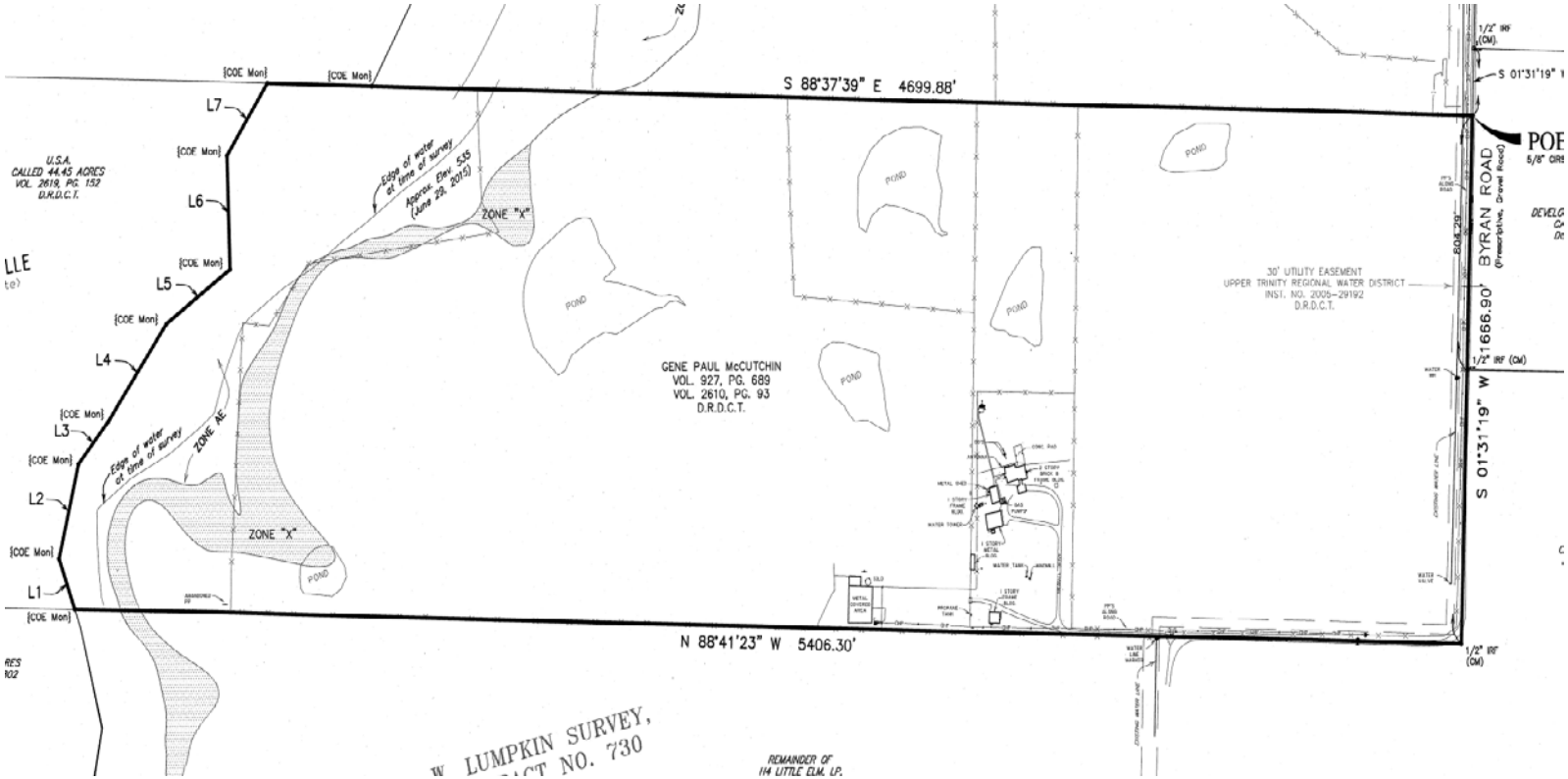


Exhibit C
Description of the Wood Thacker Tract

Being a tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County Texas, and being the tract of land described in deed to Wood, Thacker & Weatherly, P.C., recorded in Instrument No. 2010-43760 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), the tract of land described in deed to Dan Trammel, recorded in Instrument No. 2010-51298, R.P.R.D.C.T., and the tract of land described in deed to Heartspring Methodist Foundation, recorded in Instrument No. 2010-24425, R.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "Cotton Surveying" set at the northeast corner of a tract of land described in deed to Gene McCutchin, recorded in Volume 927, Page 689 of the Deed Records of Denton County, Texas (D.R.D.C.T.), the west line of a called 255.945 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144477, R.P.R.D.C.T., also in the approximate center of Bryan Road (gravel road), from said corner a 1/2" iron rod found for the southeast corner of said McCutchin tract bears South 01 Degrees 31 Minutes 19 Seconds West, a distance of 1666.90 feet, also being an interior corner of a 757.040 acre tract of land described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961, R.P.R.D.C.T.;

THENCE North 88 Degrees 37 Minutes 39 Seconds West, along the north line of said McCutchin tract, a distance of 4293.21 feet to a {United States Army Corps of Engineers Monument} for the calculated southeast corner of a called 44.81 acre tract of land described in deed to United States of America, recorded in Volume 2574, Page 510, D.R.D.C.T.;

THENCE North 30 Degrees 33 Minutes 31 Seconds East, along the east line of said 44.81 acre tract, a distance of 1097.47 feet to a {United States Army Corps of Engineers Monument} for a calculated corner in the south line of a tract of land described to James E. McPherson, et al (deed not found), also the southeast corner of a called 20.03 acre tract of land described in deed to United States of America, recorded in Volume 2504, Page 265, D.R.D.C.T.;

THENCE South 88 Degrees 32 Minutes 45 Seconds East, along the south line of said James E. McPherson, et al tract, a distance of 3760.52 feet to a 5/8 inch iron rod with cap stamped "Cotton Surveying" set at the southeast corner of said James E. McPherson, et al tract, the west line of a called 153.254 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144483, R.P.R.D.C.T.;

THENCE South 01 Degrees 31 Minutes 19 Seconds West, generally along the center of said Bryan Road, at a distance of 209.54 feet passing a 1/2" iron rod found for the southwest corner of said 153.254 acre tract, continuing for a total distance of 952.78 to the POINT OF BEGINNING and containing 3,842,207 square feet or 88.343 acres of land more or less.

Exhibit D
Depiction of the Wood Thacker Tract

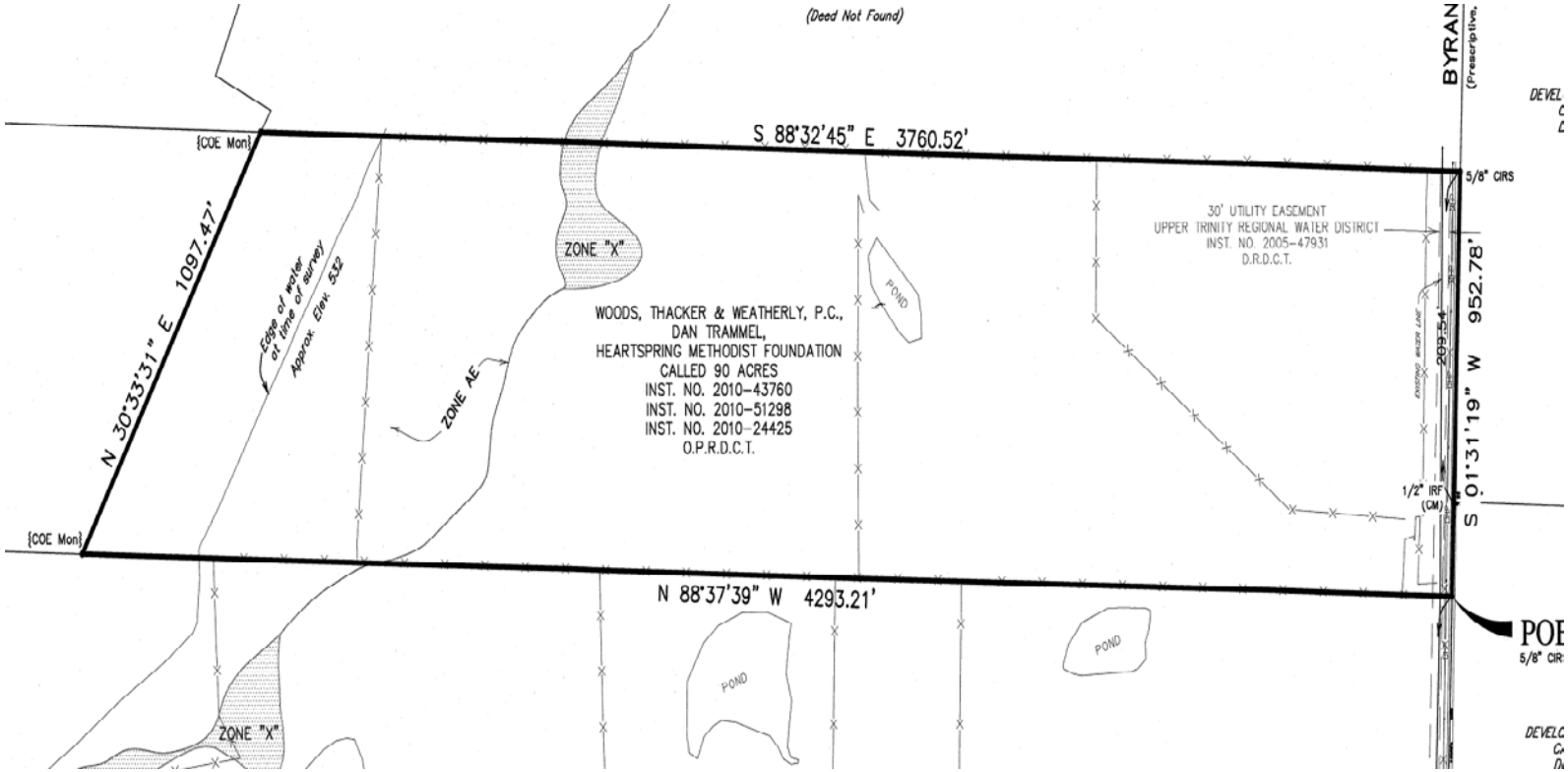


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Exhibit E
Description of the Lyndhurst Tract

Being a tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County Texas, and being part of a tract of land described in deed to Dallas Lyndhurst, Ltd., recorded in Instrument No. 97-0090639, Deed Records of Denton County, Texas, (D.R.D.C.T.) and being more particularly described as follows:

BEGINNING at the southeast corner of said Dallas Lyndhurst tract, the southwesterly corner of the remainder of a called 757.040 acre tract of land described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961, R.P.R.D.C.T., being in the common line between the William Lumpkin Survey, Abstract No. 730 and the Thomas Navo Survey, Abstract No. 964, and in the approximate center of Fishtrap Road;

THENCE North 88 Degrees 14 Minutes 01 Seconds West, along the south line of said Dallas Lyndhurst tract, along the approximate center of Fishtrap Road, along the common line between the William Lumpkin Survey, Abstract No. 730 and the Thomas Navo Survey, Abstract No. 964, a distance of 2102.37 feet to a Corp of Engineers (C.O.E.) monument marking the east line of Tract No. L-1010 (Lake Lewisville);

THENCE North 63 Degrees 59 Minutes 15 Seconds West, along the east line of said Tract L-1010 (Lake Lewisville), a distance of 66.15 feet to a C.O.E. monument in the south line of a 4.05 acre tract of land described in deed to U.S.A. (Lake Lewisville), recorded in Volume 2586, Page 543, D.R.D.C.T.;

THENCE departing the east line of said Tract L-1010 (Lake Lewisville), along the south and east line of said 4.05 acre tract, the following courses:

North 70 Degrees 13 Minutes 37 Seconds East, a distance of 188.02 feet to a C.O.E. monument;

South 81 Degrees 50 Minutes 20 Seconds East, a distance of 135.67 feet to a C.O.E. monument;

South 49 Degrees 52 Minutes 23 Seconds East, a distance of 90.90 feet to a C.O.E. monument;

North 26 Degrees 45 Minutes 24 Seconds West, a distance of 134.02 feet to a C.O.E. monument;

North 52 Degrees 47 Minutes 18 Seconds West, a distance of 298.56 feet to a C.O.E. monument;

North 16 Degrees 14 Minutes 46 Seconds East, a distance of 157.66 feet to a C.O.E. monument;

North 52 Degrees 24 Minutes 47 Seconds East, a distance of 134.54 feet to a C.O.E. monument;

South 70 Degrees 35 Minutes 33 Seconds East, a distance of 169.39 feet to a C.O.E. monument;

North 03 Degrees 33 Minutes 53 Seconds West, a distance of 136.24 feet to a C.O.E. monument in the east line of said Tract L-1010 (Lake Lewisville);

THENCE North 64 Degrees 13 Minutes 45 Seconds East, along the east line of said Tract L-1010 (Lake Lewisville), a distance of 460.00 feet to a C.O.E. monument;

THENCE South 56 Degrees 59 Minutes 15 Seconds East, a distance of 300.00 feet to a C.O.E. monument in the westerly line of a called 8.93 acre tract of land described in deed to U.S.A. (Lake Lewisville), recorded in Volume 2530, Page 376, D.R.D.C.T.;

THENCE along the southerly and easterly line of said U.S.A. tract (Lake Lewisville), the following courses:

South 13 Degrees 13 Minutes 43 Seconds West, a distance of 38.31 feet to a C.O.E. monument;

South 59 Degrees 18 Minutes 21 Seconds East, a distance of 181.58 feet to a C.O.E. monument;

South 65 Degrees 36 Minutes 56 Seconds East, a distance of 176.31 feet to a C.O.E. monument;

South 43 Degrees 10 Minutes 14 Seconds East, a distance of 130.76 feet to a C.O.E. monument;

North 67 Degrees 03 Minutes 16 Seconds East, a distance of 208.98 feet to a C.O.E. monument;

South 41 Degrees 38 Minutes 59 Seconds East, a distance of 308.52 feet to a C.O.E. monument;

North 29 Degrees 46 Minutes 27 Seconds West, a distance of 313.70 feet to a C.O.E. monument;

North 46 Degrees 21 Minutes 31 Seconds West, a distance of 80.48 feet to a C.O.E. monument;

North 29 Degrees 21 Minutes 13 Seconds West, a distance of 242.64 feet to a C.O.E. monument;

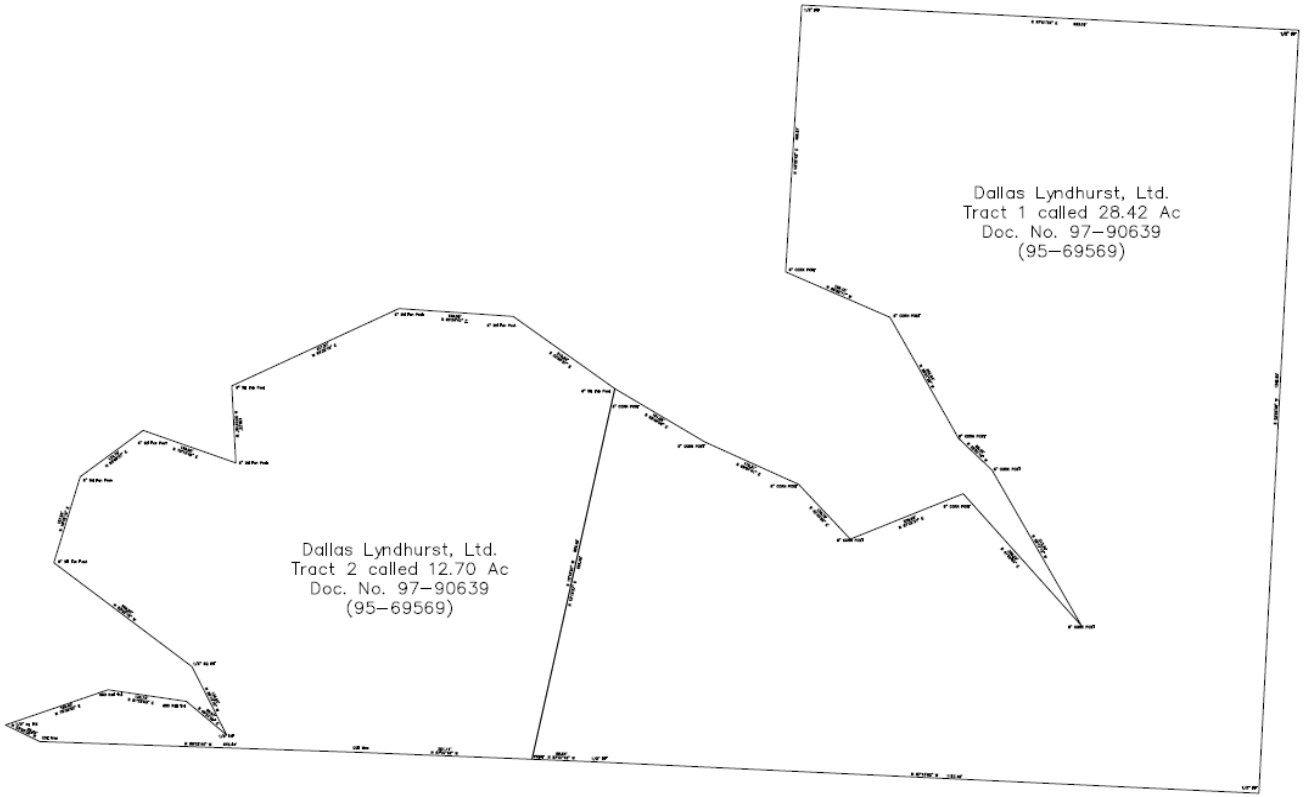
North 66 Degrees 24 Minutes 26 Seconds West, a distance of 196.10 feet to a C.O.E. monument;

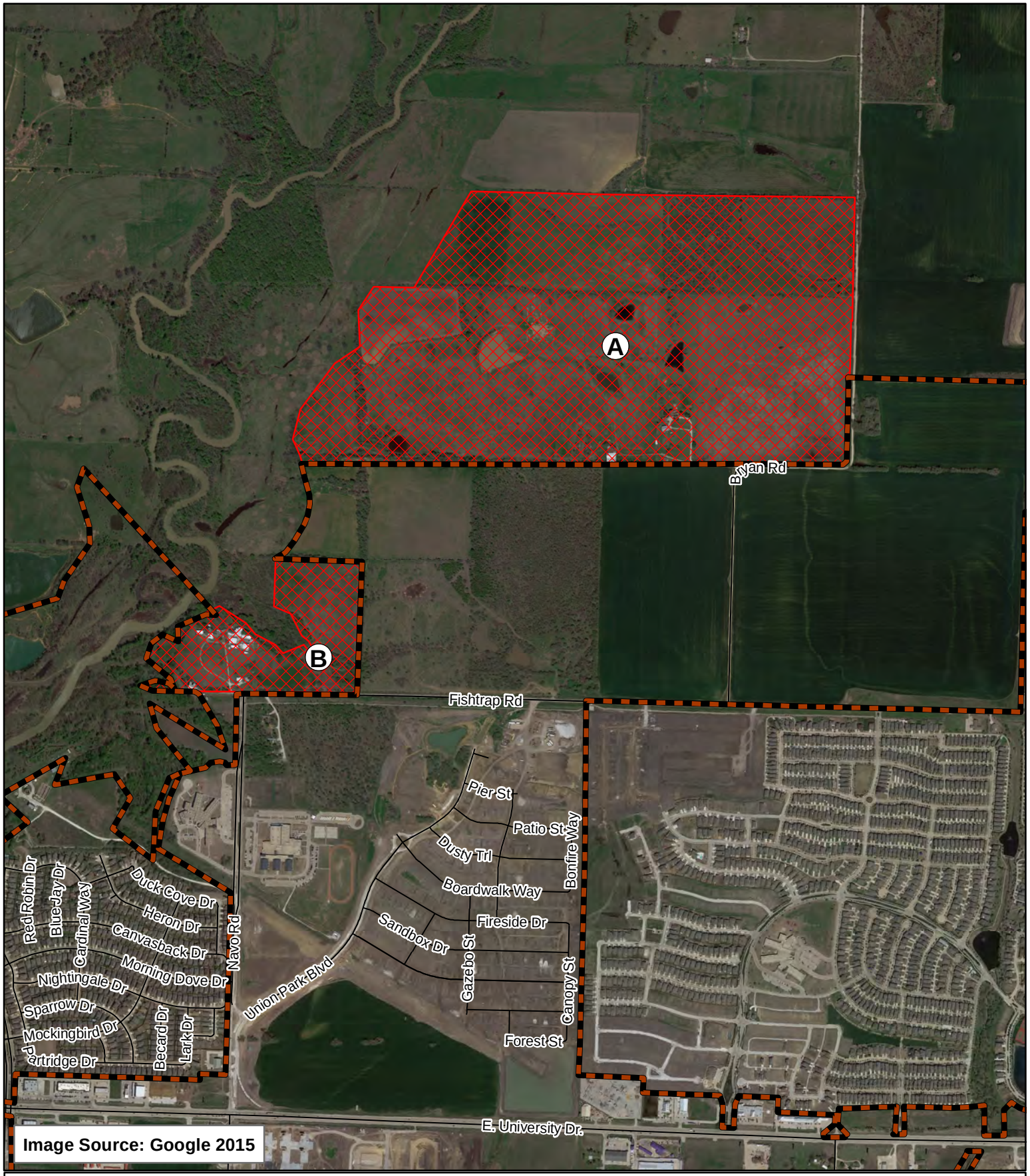
North 01 Degrees 26 Minutes 28 Seconds East, a distance of 455.43 feet to a C.O.E. monument at an easterly corner of the aforesaid 757.040 acre tract and the northwest corner of said Dallas Lyndhurst tract;

THENCE South 88 Degrees 18 Minutes 12 Seconds East, along the common line between said Dallas Lyndhurst tract and said 757.040 acre tract, a distance of 853.11 feet to a 5/8" iron rod;

THENCE South 01 Degrees 33 Minutes 09 Seconds West, along the common line between said Dallas Lyndhurst tract and said 757.040 acre tract, a distance of 1330.60 feet to the POINT OF BEGINNING and containing 41.24 acres of land more or less.

Exhibit F
Depiction of the Lyndhurst Tract





LITTLE ELM

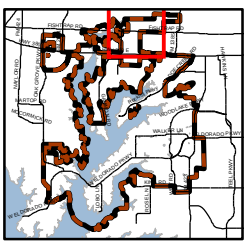
Location Map

Union Park Tract 2
Town of Little Elm
Denton County, TX
Date: 2/10/2016

0 625 1,250 Feet

Legend

Roads
Town Limit



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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.

SERVICE PLAN FOR ANNEXED AREA

SERVICE PLAN FOR ANNEXED AREA (this "Service Plan")

DATE OF ANNEXATION ORDINANCE: May 3, 2016

ACREAGE ANNEXED: 325.5 acres

PROPERTY DESCRIPTION: See Exhibits A-F attached to the annexation ordinance.

Municipal Services to the annexed area described above shall be furnished by or on behalf of the Town of Little Elm, Texas (the "Town") at the following levels in accordance with the following schedule, and as provided for in the Development Agreement approved by the Little Elm Town Council on October 15, 2013, as amended by that certain First Amendment to Development Agreement effective December 2, 2014, and as further amended by that certain Second Amendment to Development Agreement effective February 16, 2016 (as mended, the "Development Agreement"). Municipal fire protection services may not be available to the same extent now being provided to other parts of the Town with topography, land use, and population density similar to the annexed area until after the construction of the first 300 single family homes within the "Property" as defined by the Development Agreement.

I. FOR SERVICES EFFECTIVE IMMEDIATELY AFTER DATE OF ANNEXATION

1. FIRE and EMERGENCY MEDICAL SERVICES; CODE ENFORCEMENT SERVICES

Existing Services: The Town for Fire and Emergency Medical Services, and Denton County and the Town for Code Enforcement.

Services Upon Annexation: Emergency medical services will be provided to the annexed area at a level that is comparable or equal to the level of such services now being provided to other parts of the Town with topography, land use, and population density similar to the annexed area. Fire protection services will be provided to the area upon annexation, provided, however, such services may not be available to the same extent now being provided to other parts of the Town with topography, land use, and population density similar to the annexed area until after the construction of the first 300 single family homes within the "Property" as defined by the Development Agreement.

Upon annexation the Code Enforcement Department will provide Code Enforcement Services at a level that is comparable or equal to the level of such services now being provided to other parts of the Town with topography, land use, and population density similar to the annexed area.

2. POLICE

Existing Services: Denton County Sheriff's Office

Services Upon Annexation: Upon annexation, the Town will provide police protection to the annexed area at a level that is comparable or equal to the level of such services now being provided to other parts of the Town with topography, land use, and population density similar to the annexed area, including the extension of regular and routine patrols to the area.

3. BUILDING INSPECTION

Existing Services: None

Services Upon Annexation: The Town will provide building inspection and enforcement services to the annexed area at a level that is comparable or equal to the level of such services now being provided to other parts of the Town with topography, land use, and population density similar to the annexed area. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the Town. Building inspections will also be provided pursuant to the terms of the Development Agreement.

4. PLANNING AND ZONING

Existing Services: None

Services Upon Annexation: The Planning and Development Department will regulate development and land use within the annexed area, subject to the terms of the Development Agreement.

5. LIBRARY

Existing Services: The Town Library currently does not have residency requirements for the use of its services, therefore, existing residents may use Town's library services.

Services Upon Annexation: Use of the Town library will be provided to anyone residing in the annexed area.

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Denton County

Services Upon Annexation: The Town's health ordinances and regulations will be applied within the annexed area, including animal control services, at a level that is comparable or equal to the level of such services now being provided to other parts of the Town with topography, land use, and population density similar to the annexed area.

7. STREETS (INCLUDING STREET LIGHTING)

Existing Services: Denton County Street Maintenance, as applicable.

Services Upon Annexation: Operation and maintenance of roads and streets, if any, dedicated to (and accepted by) the public or the Town or owned by the Town will be provided to the annexed area by the Town at a level that is comparable or equal to the level of such services now being provided to other parts of the Town with topography, land use, and population density similar to the annexed area. Road and street lighting will be provided by the applicable utility company providing lighting or electric services in the annexed area pursuant to laws, rules, regulations, and standards of such utility. Street maintenance will also be provided pursuant to the terms of the Development Agreement.

8. STORM WATER FACILITIES

Existing Services: None

Services Upon Annexation: Storm water drainage services, to the extent located within property or facilities owned by or dedicated to (and accepted by) the Town, will be provided to the annexed area at a level that is comparable or equal to the level of such services now being provided to other parts of the Town with topography, land use, and population density similar to the annexed area.

9. WATER SERVICE

Existing Services: None.

Services Upon Annexation: Operation and maintenance of water facilities in the annexed area that are not within the service area of another water utility shall be provided in accordance with applicable Town codes, ordinances, and departmental policy. Operation and maintenance of water facilities that are within the service

area of another utility shall be the responsibility of that utility. Water service will also be provided pursuant to the terms of the Development Agreement.

10. WASTEWATER SERVICE

Existing Services: None.

Services Upon Annexation: Operation and maintenance of wastewater facilities in the annexed area that are not within the service area of another wastewater utility shall be provided in accordance with applicable Town codes, ordinances, and departmental policy. Operation and maintenance of wastewater facilities in the annexed area that are within the service area of another utility will be the responsibility of that utility. Wastewater service will also be provided pursuant to the terms of the Development Agreement.

11. SOLID WASTE SERVICES

Existing Services: None

Services Upon Annexation: Solid waste collection will be provided to the annexed area in accordance with the usual Utility Department scheduling and shall be conducted at a level consistent with current methods and procedures provided to similar areas. Beginning with the second anniversary of the annexation of the area, all solid waste collection services provided to the area shall be provided by or on behalf of the Town.

12. OPERATION AND MAINTENANCE OF PARKS, PLAYGROUNDS, AND SWIMMING POOLS

Existing Services: None

Services upon Annexation: The Town is not aware of any existing parks, playgrounds or swimming pools located within the annexed area. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the Highway 380 Municipal Management District will maintain such areas in a manner and to a degree that is comparable or equal to parks, playgrounds, and swimming pools in other parts of the Town with topography, land use, and population density similar to the annexed area. Park maintenance will also be provided pursuant to the terms of the Development Agreement.

13. OTHER PUBLICLY OWNED FACILITY, BUILDING, OR SERVICE

Services Upon Annexation: The Town is not aware of any other publicly owned facility, building, or service within the annexed area. In the event any such other publicly owned facility, building, or service is determined to exist, the Town will maintain the same in a manner and to a degree that is comparable or equal to other publicly owned facilities, building, or service in other parts of the Town with topography, land use, and population density similar to the annexed area.

II. CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS

1. POLICE PROTECTION, FIRE PROTECTION, EMERGENCY MEDICAL SERVICES, AND SOLID WASTE COLLECTION

No capital improvements are necessary at this time to provide police protection, emergency medical services and solid waste collection. Fire protection services and related capital improvements will be provided pursuant to the terms of the Development Agreement and any Town agreements with the Highway 380 Municipal Management District.

2. WATER AND WASTEWATER FACILITIES

Capital improvements will be provided as per the terms of the Development Agreement.

3. ROADS AND STREETS

Maintenance of properly dedicated and accepted roads and streets will be consistent with the maintenance provided by the Town to other roads and streets in areas of similar topography, land use, and subdivision of the annexed property and in accordance with the Town's ordinances, rules, policies, and procedures. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the Town's ordinances, rules, policies, and procedures. Road improvements will be provided as per the terms of the Development Agreement.

4. PARKS, PLAYGROUNDS, AND SWIMMING POOLS

No capital improvements are necessary at this time to provide services.

5. OTHER PUBLIC OWNED FACILITIES, BUILDINGS, OR SERVICES

In general, other Town functions and services can be provided for the annexed area by the use of existing capital facilities and improvements. Additional capital improvements are not necessary to provide Town services.

6. CAPITAL IMPROVEMENTS

The Town will initiate the construction of capital improvements necessary for providing municipal services for the annexed area as necessary, in accordance with applicable law and policies. Capital improvements will also be provided as per the terms of the Development Agreement.

III. SPECIFIC FINDINGS

The Town Council of the Town finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the annexed area than were in existence in the area at the time immediately preceding annexation. Because of the differing characteristics of topography, land use, and population density, and notwithstanding the above and foregoing Parts I and II, the service levels which may ultimately be provided in the annexed area may differ from services provided other areas of the Town. These differences are specifically dictated because of differing characteristics of the property, and the Town will undertake to perform consistent with this Service Plan so as to provide the annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the Town who reside in areas of similar topography, land utilization and population density.

It is the intent of the Town that services under this Service Plan shall provide full municipal services as required and defined by the Texas Local Government Code. The Town reserves the right guaranteed to it by the Texas Local Government Code to amend this Service Plan if the Town Council determines that changed conditions or subsequent occurrence or any other legally sufficient circumstances exist under the Local Government Code or other Texas laws to make this Service Plan unworkable or obsolete or unlawful. Notwithstanding the foregoing, however, in the event of any conflict between this Service Plan, as amended, and the Development Agreement, the provisions of the Development shall control.

As used in this Service Plan, the provision or maintenance of services or facilities means having the same provided or maintained by any method or means by which the Town provides or maintains services to other areas of the Town, including causing or allowing private utilities, governmental entities, and other public service organizations to provide the same by contract or agreement, in whole or in part, and may also include separate agreements with associations or similar entities.

This Plan shall be in effect for a 45-year period commencing on the effective date of the annexation unless otherwise stated in this Service Plan. Renewal of this Service Plan shall be at the option of the Town. Such option may be exercised by the adoption of an ordinance by the Town Council which refers to this Service Plan and specifically renews this Service Plan for a stated period of time.

This Service Plan is subject to and shall be interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, the Town Charter, and the orders, rules, and regulations of governmental bodies and officers having jurisdiction.

TOWN OF LITTLE ELM

Town Council

Staff Report

PROJECT:	16-PD-003 Union Park Tract 2	
PUBLIC HEARING DATES:	Planning & Zoning Commission:	4-21-16
	Town Council:	**5-3-16**
REQUEST:	A request to zone approximately 325.5 acres of land from Extra Territorial Jurisdiction (ETJ) to Planned Development-Single Family district (PD-SF), to allow for an expansion of the Union Park subdivision	
PROPOSED USE:	Single Family residential	
LOCATION:	Generally located north of Fishtrap Road, west of Bryan Road, within Little Elm's ETJ	
SIZE:	Approximately 325.5 acres of land	
CURRENT ZONING:	ETJ	
PROPOSED ZONING:	Planned Development district with base zoning of Single Family 4 (PD-SF4) to allow for an expansion of the Union Park subdivision	
FUTURE LAND USE PLAN DESIGNATION:	Low-Density Residential	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped	
APPLICANT:	Hillwood Communities	
OWNER:	H4 Little Elm, LP	
PLANNING ANALYSIS:	On December 17, 2013, Town Council approved the zoning and Planned Development Regulations on the first tract of Union Park, generally located on the northeast corner of University Drive and Navo Road for commercial and residential development. Hillwood Communities has recently acquired approximately 325.5 acres to create Tract 2 of Union Park, which brings the development's total area to approximately 1,083 acres. Hillwood Communities is requesting that the existing PD is amended to include the subject property and add Exhibits A-R to the existing Planned Development regulations.	
RECOMMENDATION:	Staff recommends approval of the requested Planned Development district.	

On April 21, 2016, the Planning & Zoning Commission unanimously recommended approval of the PD.

TOWN CONTACT: Lisa Reich – Town Planner

ATTACHMENTS: Ordinance 1329
Location Map
Exhibits A-R
Existing Planned Development Regulations

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1329

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN TO ZONE SAID 325.5 ACRE PROPERTY TO A PLANNED DEVELOPMENT DISTRICT FOR SINGLE FAMILY USES (PD-SF4); APPROVING A CONCEPT PLAN AND DEVELOPMENT STANDARDS FOR SAID 325.5 ACRE PROPERTY; 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, the Town Council, on May 3, 2016, annexed the subject property into Little Elm town limits; and

WHEREAS, the Town's FLUP designates the subject property as Low Density Residential, which is a land use category that is appropriate for the proposed residential subdivision; and

WHEREAS, the applicant has requested a change in zoning as a planned development district (PD) on pieces of land more specifically described by metes and bounds on **Exhibits A-F** and on the Location Map, attached hereto; and

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

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

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

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

SECTION 2. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended, to zone the Property as a planned development district, which shall be governed by the supplementary Concept Plan attached as **Exhibit G-1** and the development standards attached as **Exhibit H**, which are attached hereto and incorporated herein for all purposes. In the event of a conflict between this Ordinance and the Town's Comprehensive Zoning Ordinance or any other ordinance, rules, or regulations of the Town, this Ordinance shall control. The Property shall be 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, and the subject property shall develop in full compliance with the Little Elm Code of Ordinances, unless otherwise specified here within.

SECTION 3. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 4. MAPS. The official zoning map of the Town shall be amended to reflect the changes in zoning performed by this ordinance.

SECTION 5. 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 6. 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 7. 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 8. 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.

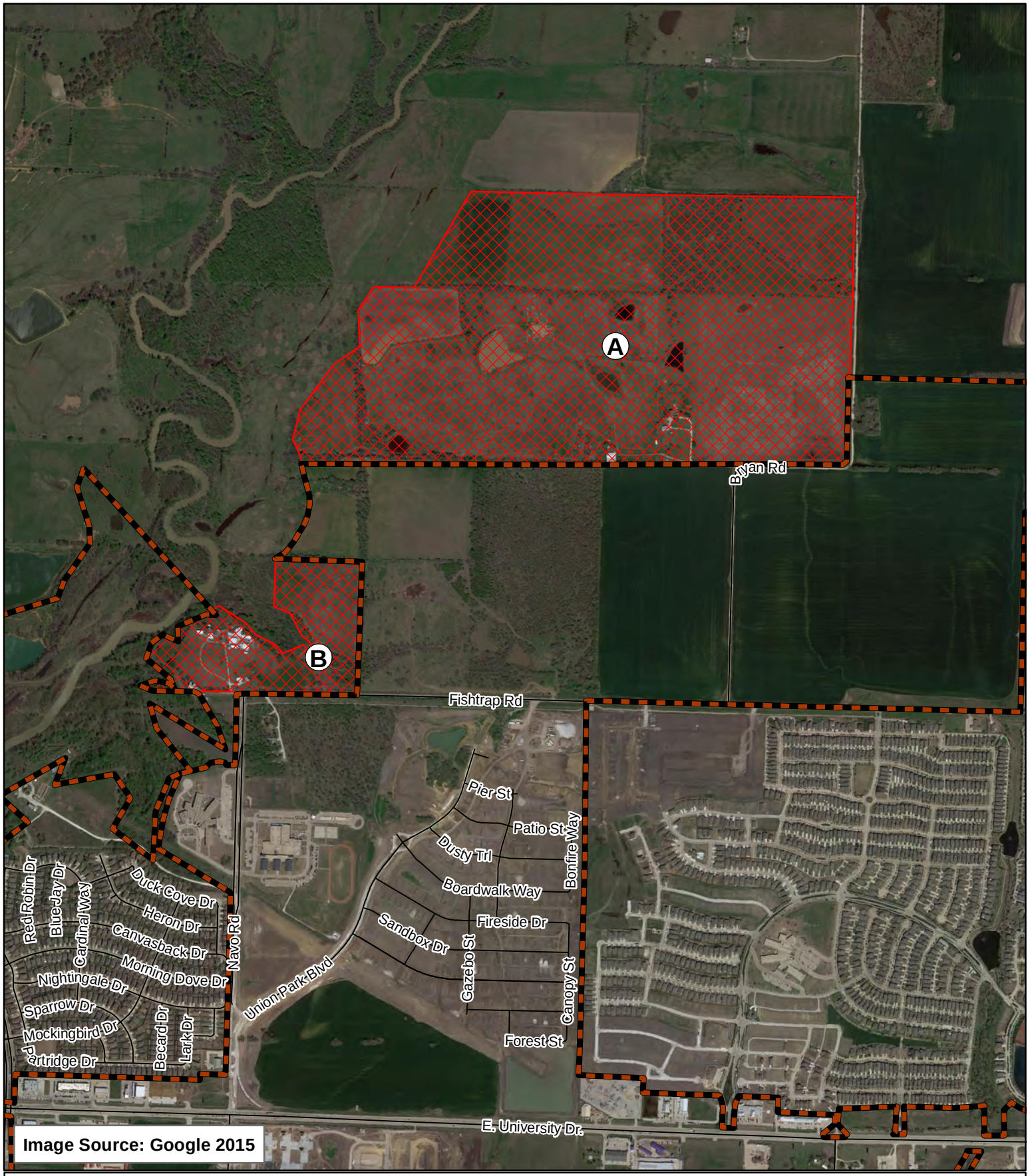
PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas, this 3rd day of May, 2016.

The Town of Little Elm, Texas

_____
David Hillock, Mayor

ATTEST:

_____
Kathy Phillips, Town Secretary



LITTLE ELM

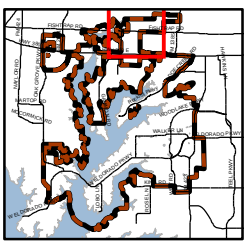
Location Map

Union Park Tract 2
Town of Little Elm
Denton County, TX
Date: 2/10/2016

0 625 1,250 Feet

Legend

Roads
Town Limit



N
W E
S

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.

Exhibit A
Description of the McCutchin Tract

Being a tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County Texas, and being the tract of land described in deed to Gene Paul McCutchin, recorded in volume 2610, page 93 of the deed records of Denton County, Texas (D.R.D.C.T.) also being the same tract of land described in deed to Gene McCutchin, recorded in Volume 927, Page 689 D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "Cotton Surveying" set at the northeast corner of said McCutchin tract and the southeast corner of a called 90 acre tract of land described in deed to Wood, Thacker & Weatherly, P.C., recorded in Instrument No. 2010-43760 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), the tract of land described in deed to Dan Trammel, recorded in Instrument No. 2010-51298, R.P.R.D.C.T., and the tract of land described in deed to Heartspring Methodist Foundation, recorded in Instrument No. 2010-24425, R.P.R.D.C.T., also the west line of a called 255.945 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144477, R.P.R.D.C.T., in the approximate center of Bryan Road (gravel road);

THENCE South 01 Degrees 31 Minutes 19 Seconds West, generally along the center of said Bryan Road, at a distance of 804.29 feet passing a 1/2" iron rod found for the southwest of said 255.945 acre tract, continuing for a total distance of 1666.90 feet to a 1/2" iron rod found at the southeast corner of said McCutchin tract, also being an interior corner of a called 757.040 acre tract of land described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961, R.P.R.D.C.T.;

THENCE North 88 Degrees 41 Minutes 23 Seconds West, along the south line of said McCutchin tract and the north line of said H4 Little Elm, LP tract, a distance of 5406.30 feet to a {United States Army Corps of Engineers Monument} for the calculated southeast corner of a called 44.45 acre tract of land described in deed to United States of America, recorded in Volume 2619, Page 152, D.R.D.C.T., also the northwest corner of said H4 Little Elm, LP tract;

THENCE along the east line of said 44.45 acre USA tract, the following courses to the calculated corners for monuments reference in said 44.45 acre USA deed;

North 21 Degrees 00 Minutes 22 Seconds West, a distance of 170.97 feet to a {United States Army Corps of Engineers Monument} for corner;

North 14 Degrees 17 Minutes 00 Seconds East, a distance of 306.52 feet to a {United States Army Corps of Engineers Monument} for corner;

North 41 Degrees 14 Minutes 23 Seconds East, a distance of 176.93 feet to a {United States Army Corps of Engineers Monument} for corner;

North 36 Degrees 23 Minutes 33 Seconds East, a distance of 382.81 feet to a {United States Army Corps of Engineers Monument} for corner;

North 55 Degrees 19 Minutes 17 Seconds East, a distance of 301.44 feet to a {United States Army Corps of Engineers Monument} for corner;

North 01 Degrees 54 Minutes 25 Seconds West, a distance of 358.20 feet to a {United States Army Corps of Engineers Monument} for corner;

North 34 Degrees 29 Minutes 14 Seconds East, a distance of 276.50 feet to a {United States Army Corps of Engineers Monument} for corner in the south line of a called 44.81 acre tract of land described in deed to United States of America, recorded in Volume 2574, Page 510, D.R.D.C.T.;

THENCE South 88 Degrees 37 Minutes 39 Seconds East, along the south line of said 44.81 acre USA tract and the south line of the aforementioned Wood, Thacker & Weatherly, P.C. tract, a distance of 4699.88 feet to the POINT OF BEGINNING and containing 8,534,148 square feet or 195.917 acres of land more or less.

Exhibit B
Depiction of the McCutchin Tract

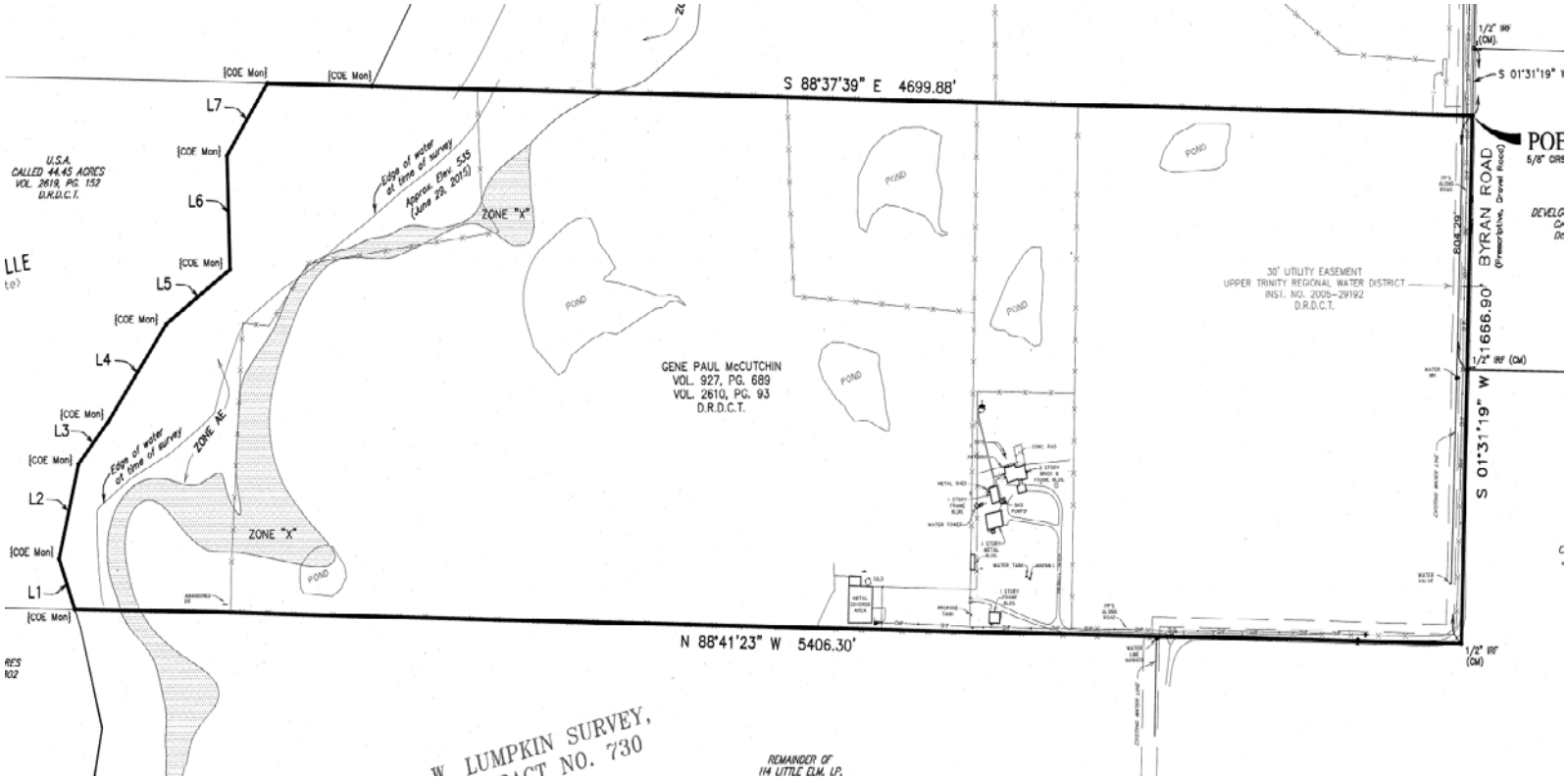


Exhibit C
Description of the Wood Thacker Tract

Being a tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County Texas, and being the tract of land described in deed to Wood, Thacker & Weatherly, P.C., recorded in Instrument No. 2010-43760 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), the tract of land described in deed to Dan Trammel, recorded in Instrument No. 2010-51298, R.P.R.D.C.T., and the tract of land described in deed to Heartspring Methodist Foundation, recorded in Instrument No. 2010-24425, R.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "Cotton Surveying" set at the northeast corner of a tract of land described in deed to Gene McCutchin, recorded in Volume 927, Page 689 of the Deed Records of Denton County, Texas (D.R.D.C.T.), the west line of a called 255.945 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144477, R.P.R.D.C.T., also in the approximate center of Bryan Road (gravel road), from said corner a 1/2" iron rod found for the southeast corner of said McCutchin tract bears South 01 Degrees 31 Minutes 19 Seconds West, a distance of 1666.90 feet, also being an interior corner of a 757.040 acre tract of land described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961, R.P.R.D.C.T.;

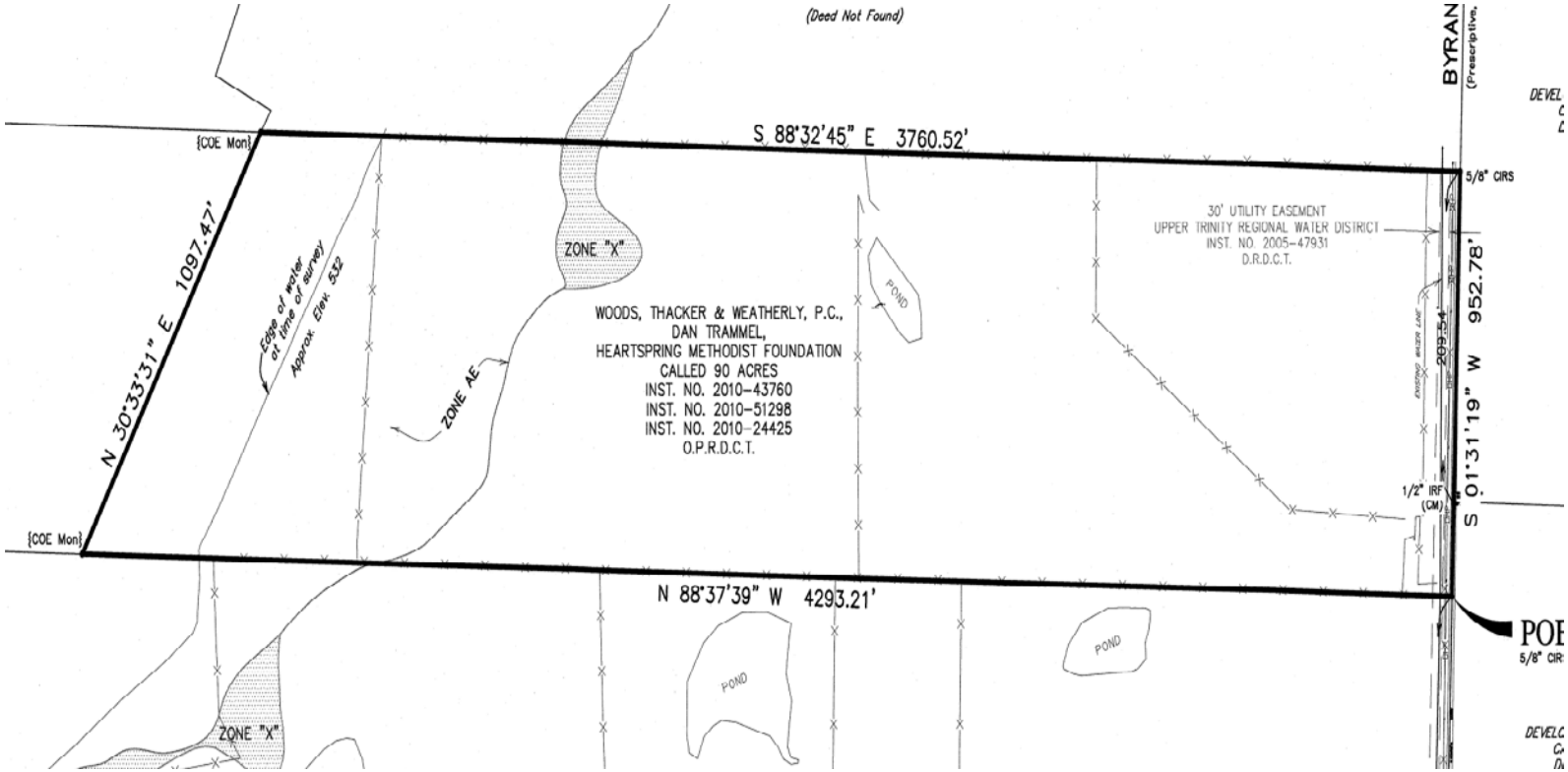
THENCE North 88 Degrees 37 Minutes 39 Seconds West, along the north line of said McCutchin tract, a distance of 4293.21 feet to a {United States Army Corps of Engineers Monument} for the calculated southeast corner of a called 44.81 acre tract of land described in deed to United States of America, recorded in Volume 2574, Page 510, D.R.D.C.T.;

THENCE North 30 Degrees 33 Minutes 31 Seconds East, along the east line of said 44.81 acre tract, a distance of 1097.47 feet to a {United States Army Corps of Engineers Monument} for a calculated corner in the south line of a tract of land described to James E. McPherson, et al (deed not found), also the southeast corner of a called 20.03 acre tract of land described in deed to United States of America, recorded in Volume 2504, Page 265, D.R.D.C.T.;

THENCE South 88 Degrees 32 Minutes 45 Seconds East, along the south line of said James E. McPherson, et al tract, a distance of 3760.52 feet to a 5/8 inch iron rod with cap stamped "Cotton Surveying" set at the southeast corner of said James E. McPherson, et al tract, the west line of a called 153.254 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144483, R.P.R.D.C.T.;

THENCE South 01 Degrees 31 Minutes 19 Seconds West, generally along the center of said Bryan Road, at a distance of 209.54 feet passing a 1/2" iron rod found for the southwest corner of said 153.254 acre tract, continuing for a total distance of 952.78 to the POINT OF BEGINNING and containing 3,842,207 square feet or 88.343 acres of land more or less.

Exhibit D
Depiction of the Wood Thacker Tract



1560.014\54279.2

Exhibit E
Description of the Lyndhurst Tract

Being a tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County Texas, and being part of a tract of land described in deed to Dallas Lyndhurst, Ltd., recorded in Instrument No. 97-0090639, Deed Records of Denton County, Texas, (D.R.D.C.T.) and being more particularly described as follows:

BEGINNING at the southeast corner of said Dallas Lyndhurst tract, the southwesterly corner of the remainder of a called 757.040 acre tract of land described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961, R.P.R.D.C.T., being in the common line between the William Lumpkin Survey, Abstract No. 730 and the Thomas Navo Survey, Abstract No. 964, and in the approximate center of Fishtrap Road;

THENCE North 88 Degrees 14 Minutes 01 Seconds West, along the south line of said Dallas Lyndhurst tract, along the approximate center of Fishtrap Road, along the common line between the William Lumpkin Survey, Abstract No. 730 and the Thomas Navo Survey, Abstract No. 964, a distance of 2102.37 feet to a Corp of Engineers (C.O.E.) monument marking the east line of Tract No. L-1010 (Lake Lewisville);

THENCE North 63 Degrees 59 Minutes 15 Seconds West, along the east line of said Tract L-1010 (Lake Lewisville), a distance of 66.15 feet to a C.O.E. monument in the south line of a 4.05 acre tract of land described in deed to U.S.A. (Lake Lewisville), recorded in Volume 2586, Page 543, D.R.D.C.T.;

THENCE departing the east line of said Tract L-1010 (Lake Lewisville), along the south and east line of said 4.05 acre tract, the following courses:

North 70 Degrees 13 Minutes 37 Seconds East, a distance of 188.02 feet to a C.O.E. monument;

South 81 Degrees 50 Minutes 20 Seconds East, a distance of 135.67 feet to a C.O.E. monument;

South 49 Degrees 52 Minutes 23 Seconds East, a distance of 90.90 feet to a C.O.E. monument;

North 26 Degrees 45 Minutes 24 Seconds West, a distance of 134.02 feet to a C.O.E. monument;

North 52 Degrees 47 Minutes 18 Seconds West, a distance of 298.56 feet to a C.O.E. monument;

North 16 Degrees 14 Minutes 46 Seconds East, a distance of 157.66 feet to a C.O.E. monument;

North 52 Degrees 24 Minutes 47 Seconds East, a distance of 134.54 feet to a C.O.E. monument;

South 70 Degrees 35 Minutes 33 Seconds East, a distance of 169.39 feet to a C.O.E. monument;

North 03 Degrees 33 Minutes 53 Seconds West, a distance of 136.24 feet to a C.O.E. monument in the east line of said Tract L-1010 (Lake Lewisville);

THENCE North 64 Degrees 13 Minutes 45 Seconds East, along the east line of said Tract L-1010 (Lake Lewisville), a distance of 460.00 feet to a C.O.E. monument;

THENCE South 56 Degrees 59 Minutes 15 Seconds East, a distance of 300.00 feet to a C.O.E. monument in the westerly line of a called 8.93 acre tract of land described in deed to U.S.A. (Lake Lewisville), recorded in Volume 2530, Page 376, D.R.D.C.T.;

THENCE along the southerly and easterly line of said U.S.A. tract (Lake Lewisville), the following courses:

South 13 Degrees 13 Minutes 43 Seconds West, a distance of 38.31 feet to a C.O.E. monument;

South 59 Degrees 18 Minutes 21 Seconds East, a distance of 181.58 feet to a C.O.E. monument;

South 65 Degrees 36 Minutes 56 Seconds East, a distance of 176.31 feet to a C.O.E. monument;

South 43 Degrees 10 Minutes 14 Seconds East, a distance of 130.76 feet to a C.O.E. monument;

North 67 Degrees 03 Minutes 16 Seconds East, a distance of 208.98 feet to a C.O.E. monument;

South 41 Degrees 38 Minutes 59 Seconds East, a distance of 308.52 feet to a C.O.E. monument;

North 29 Degrees 46 Minutes 27 Seconds West, a distance of 313.70 feet to a C.O.E. monument;

North 46 Degrees 21 Minutes 31 Seconds West, a distance of 80.48 feet to a C.O.E. monument;

North 29 Degrees 21 Minutes 13 Seconds West, a distance of 242.64 feet to a C.O.E. monument;

North 66 Degrees 24 Minutes 26 Seconds West, a distance of 196.10 feet to a C.O.E. monument;

North 01 Degrees 26 Minutes 28 Seconds East, a distance of 455.43 feet to a C.O.E. monument at an easterly corner of the aforesaid 757.040 acre tract and the northwest corner of said Dallas Lyndhurst tract;

THENCE South 88 Degrees 18 Minutes 12 Seconds East, along the common line between said Dallas Lyndhurst tract and said 757.040 acre tract, a distance of 853.11 feet to a 5/8" iron rod;

THENCE South 01 Degrees 33 Minutes 09 Seconds West, along the common line between said Dallas Lyndhurst tract and said 757.040 acre tract, a distance of 1330.60 feet to the POINT OF BEGINNING and containing 41.24 acres of land more or less.

Exhibit F
Depiction of the Lyndhurst Tract

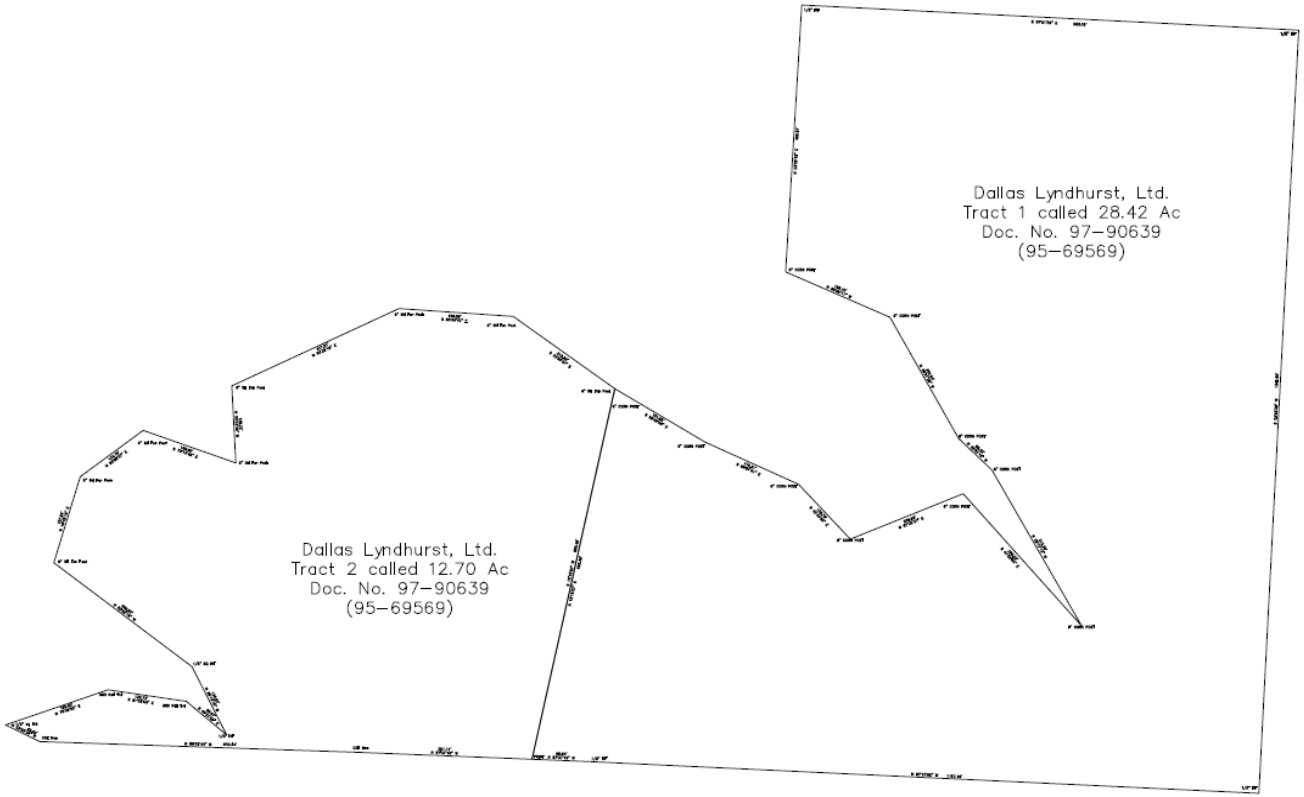


Exhibit G-1
Concept Plan

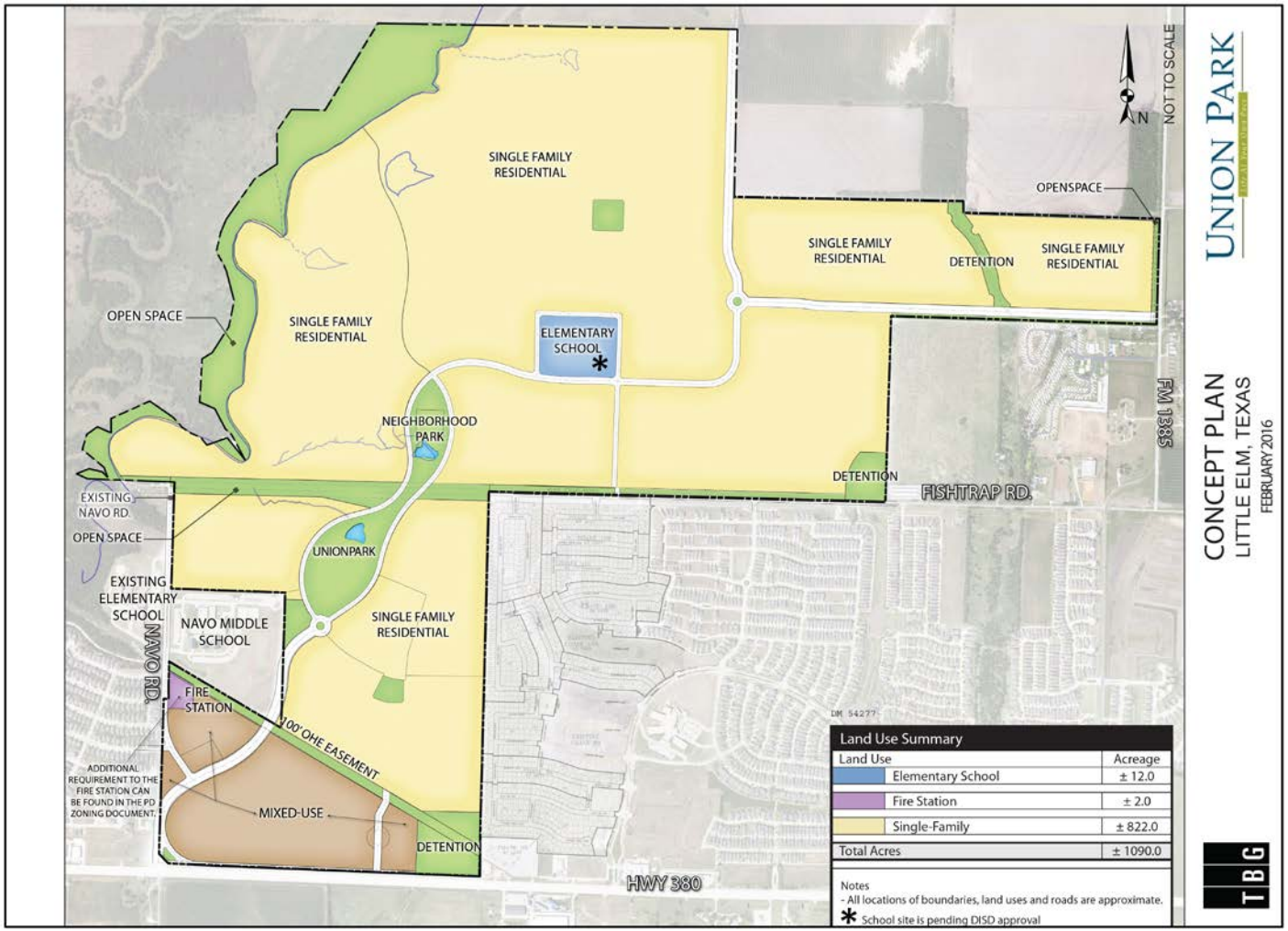


Exhibit G-2
Open Space & Trail Network Plan

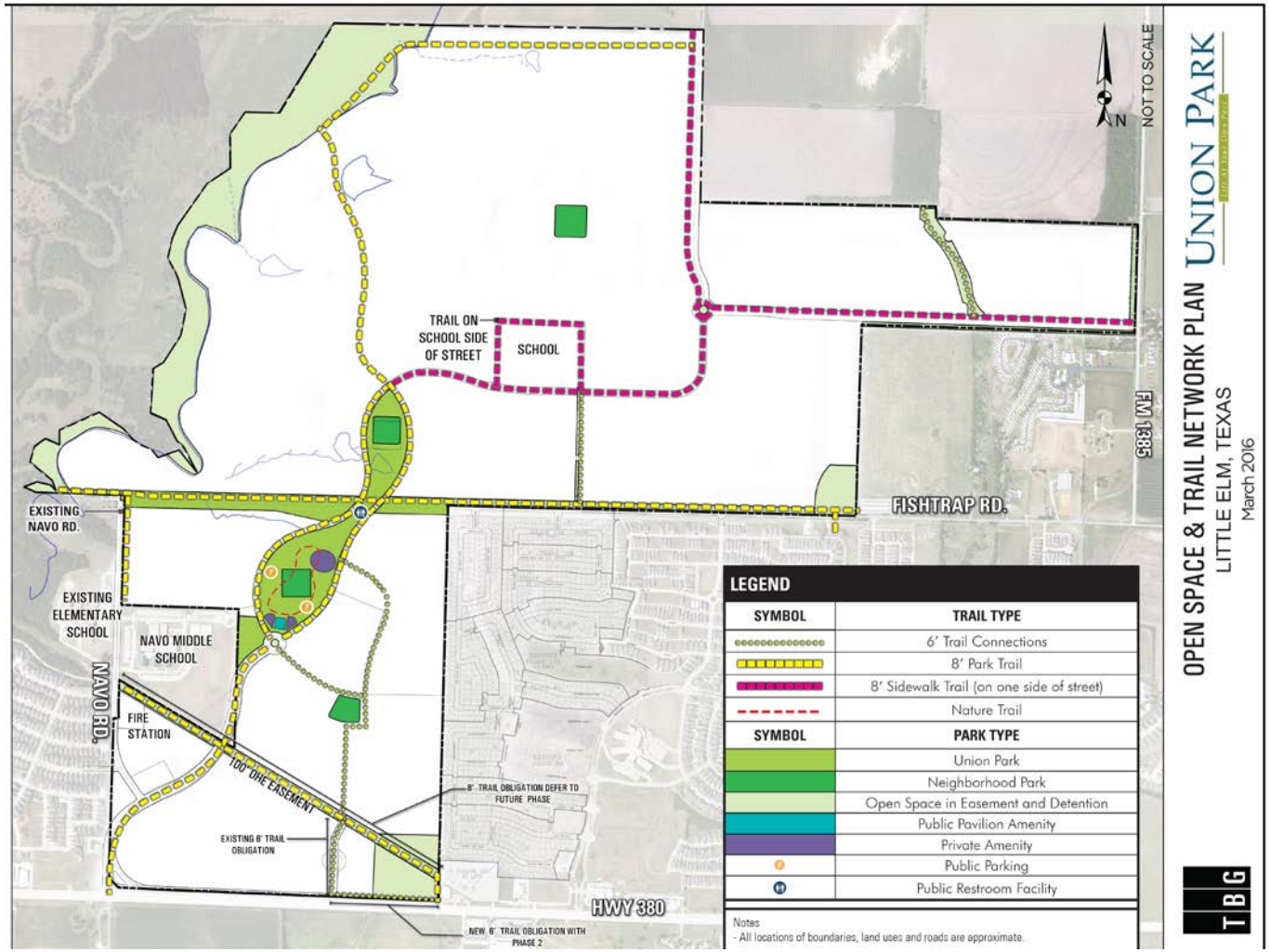


Exhibit G-3
Park Land Dedication Plan

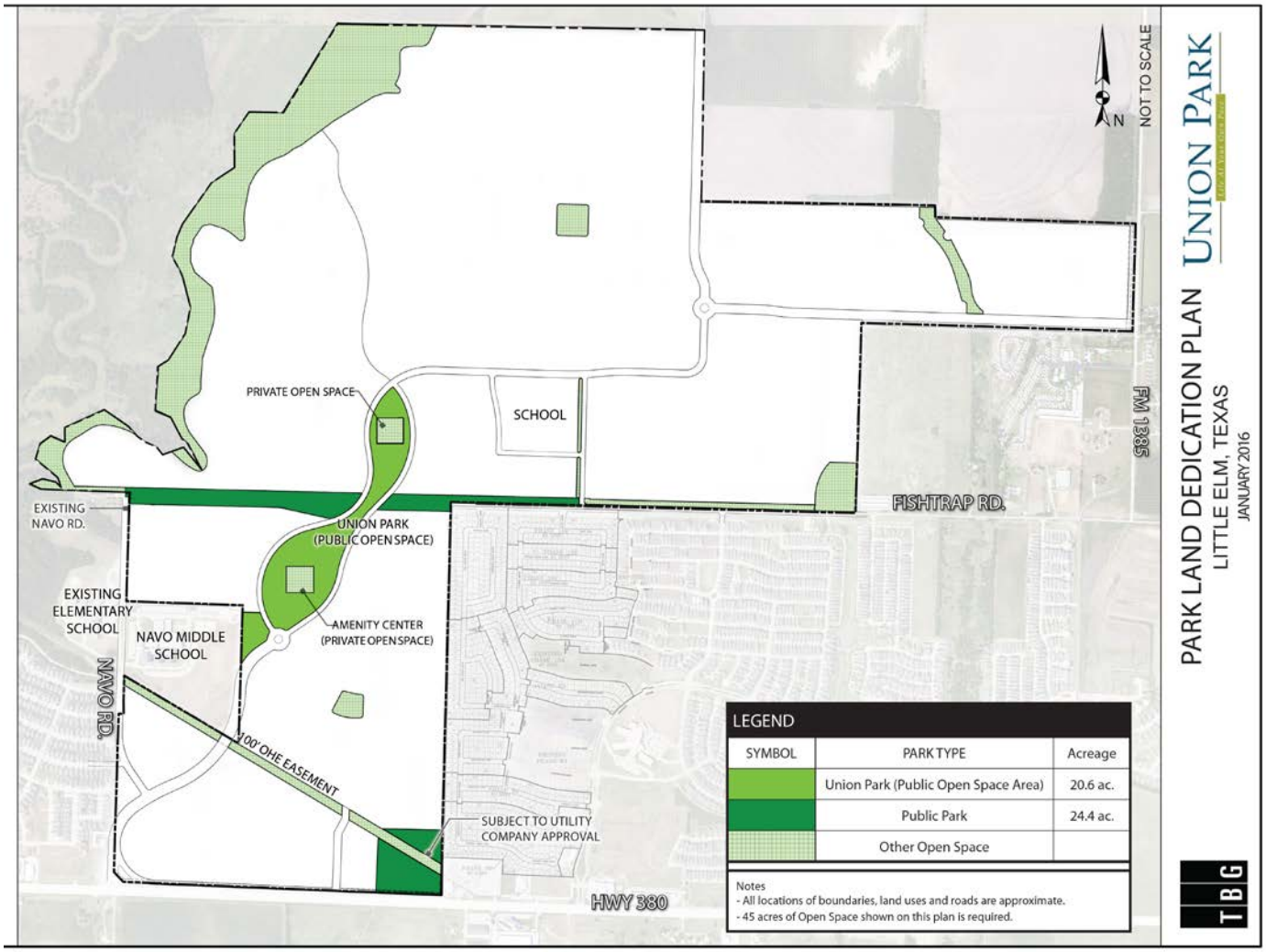


Exhibit H
Table 1 – Union Park Development Standards

Table 1 – Union Park Development Standards					
Lot Type	**Patio Zero Rear**	**Patio Centered Rear**	**A**	**B**	**C**
Development Standard					
Minimum Lot Size (Square Footage)	4,000	4,000	5,750	7,000	9,000
Minimum Lot Width at Front Building Line (Front Yard Setback Line)	40 feet	40 feet	50 feet	60 feet	70 feet
Average lot Depth for all Single Family Lots within the Property	100 feet	110 feet	115 feet	118 feet	130 feet
Side Yard Setback	1 & 9 feet	5 feet	5 feet	5 feet	5 feet
Corner Lot Side Yard Setback	10 feet	10 feet	10 feet	10 feet	10 feet
Front Building Line of Home	10 feet	10 feet	15 feet	15 feet	15 feet
Garage Setback from Sidewalk	N/A	20 feet	20 feet	20 feet	20 feet
Rear Building Line	10 feet	10 feet	20 feet	20 feet	20 feet
Front Porch Setback	10 feet	10 feet	10 feet	10 feet	10 feet
Minimum House Size (Square Footage)	1,500	1,500	1,500	1,800	2,000
Building Height Maximum	35 feet	35 feet	35 feet	35 feet	35 feet
Minimum Roof Pitch	8:12	8:12	6:12	6:12	6:12
Roof Material	Minimum 30 Year	Minimum 30 Year	Minimum 30 Year	Minimum 30 Year	Minimum 30 Year
Covered Front Porch Requirement	20% of homes	20% of homes	20% of homes	20% of homes	20% of homes
Maximum Number of Type A Lots within the Property*	18%				
Maximum Number of Type B Lots within the Property*			52%		
Minimum Number of Type C Lots within the Property*				23%	
Minimum Number of Type D Lots within the Property*					7%

* These requirements shall be measured at the time of the approval of the preliminary plat for the final development phase of the Property

Exhibit I
Suggested Temporary Sign Plan

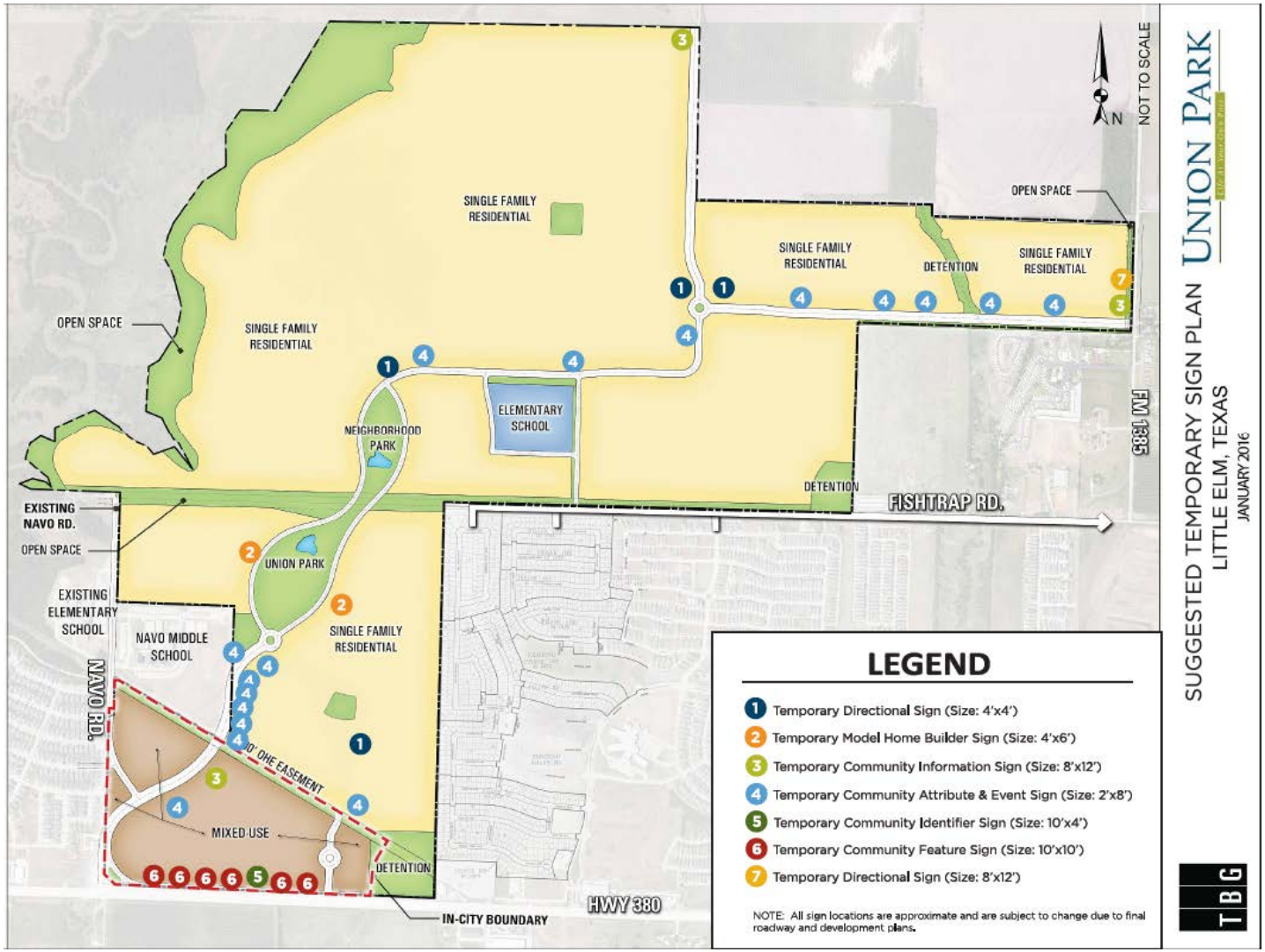


Exhibit J
Suggested Monumentation Plan

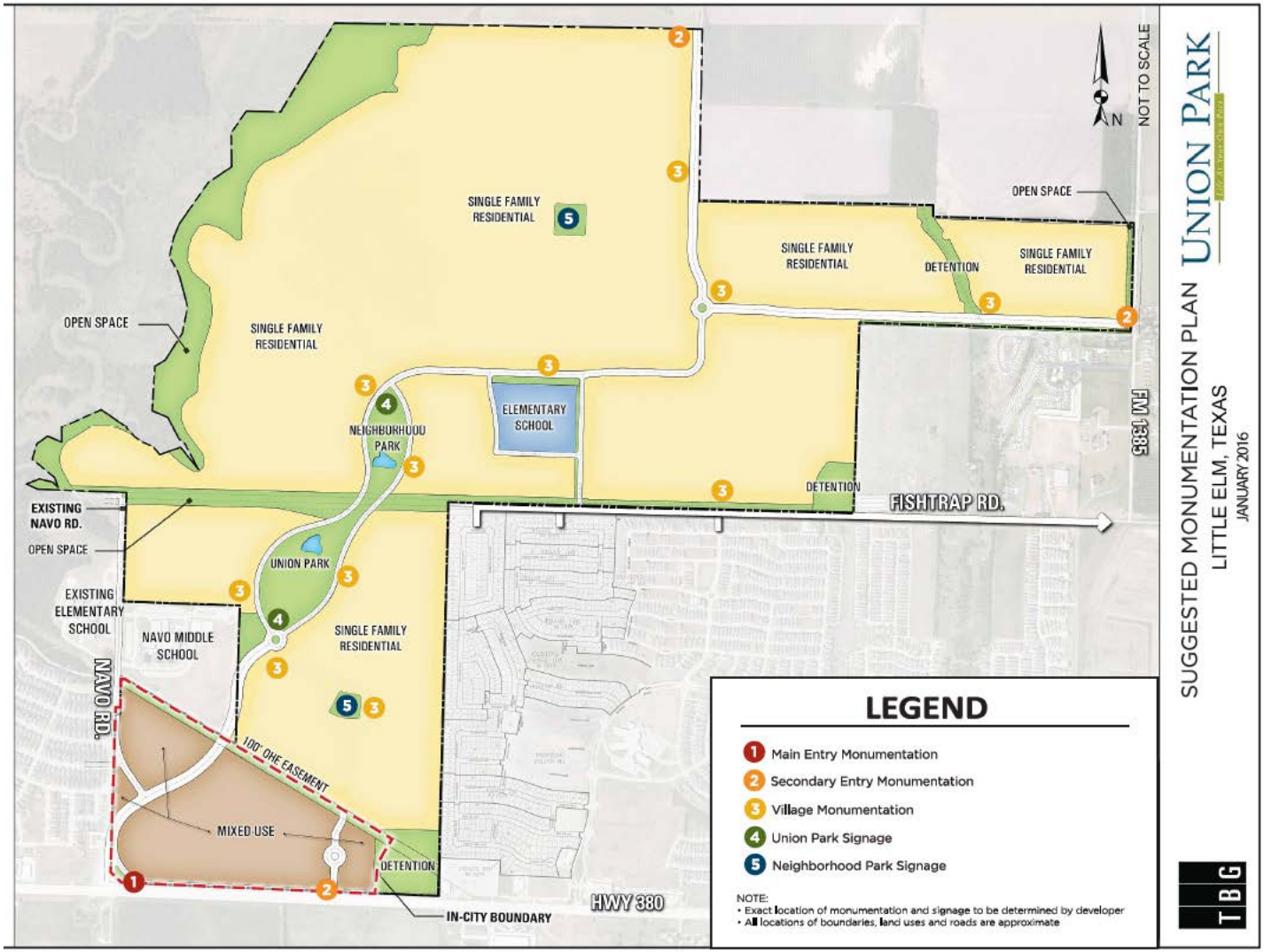
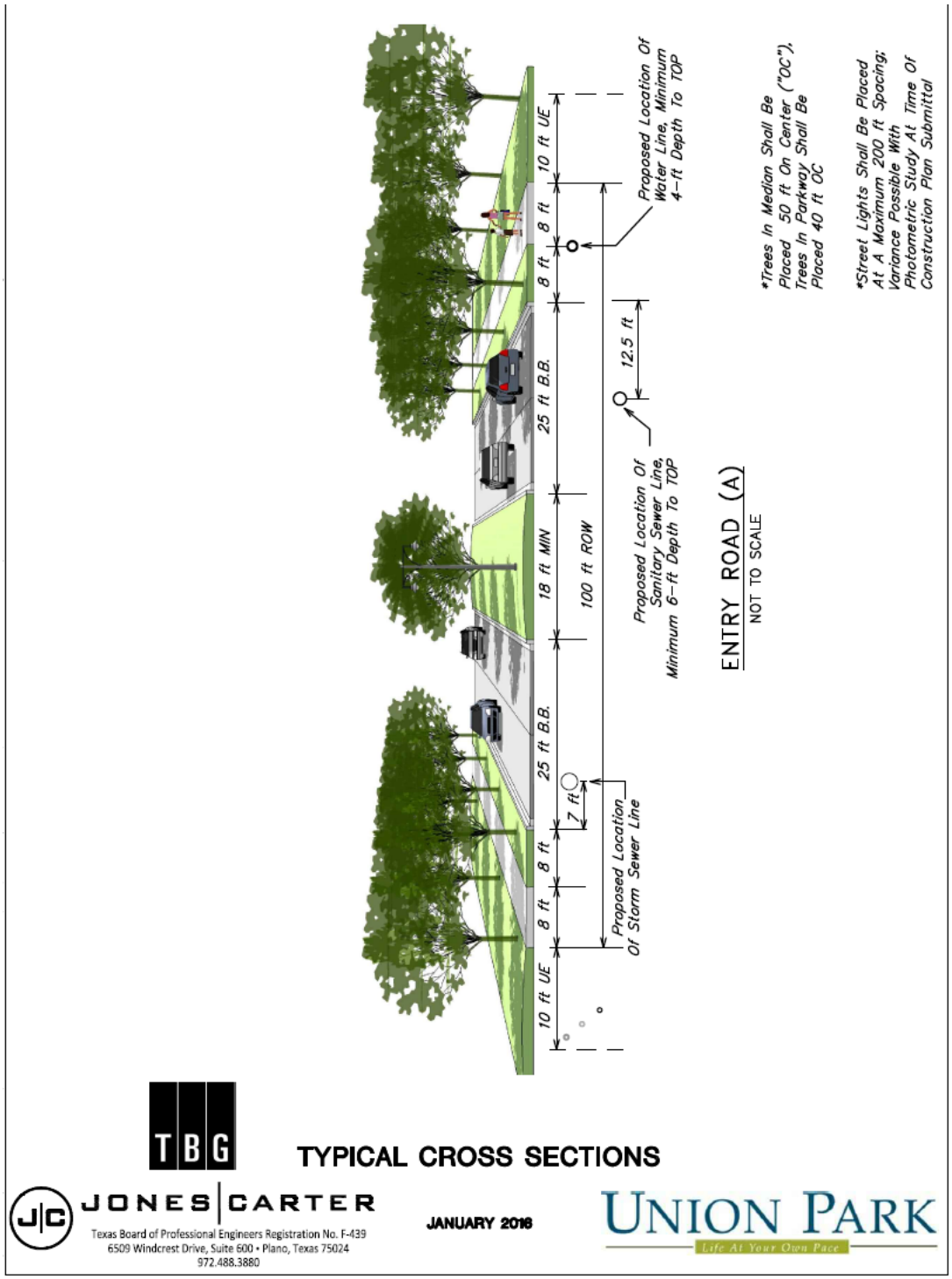
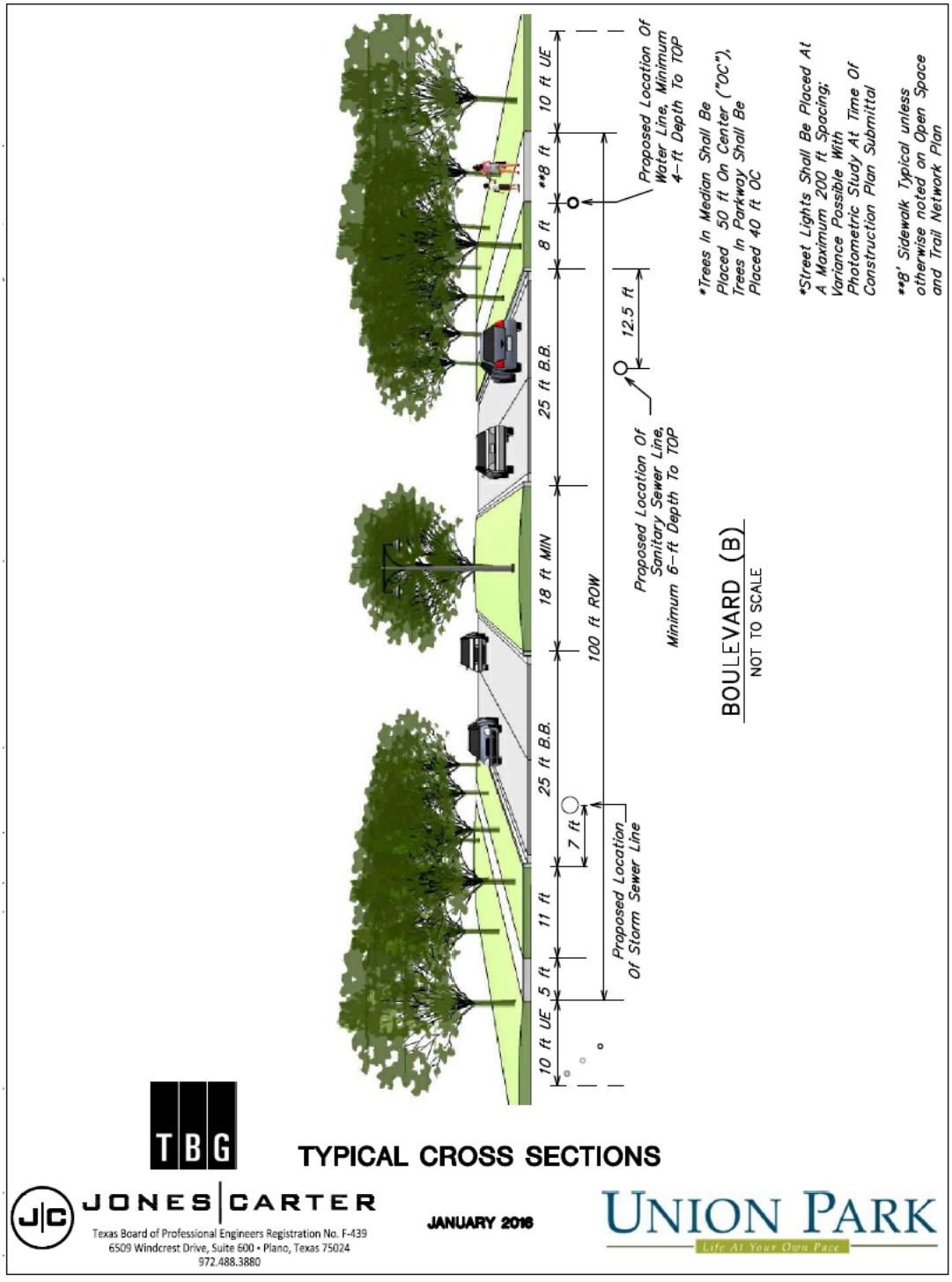


Exhibit K
Typical Cross Sections – Entry Road (A)




10 ft UE
*8 ft
8 ft
25 ft B.B.
18 ft MIN
25 ft B.B.
11 ft
.5 ft
10 ft UE
7 ft
12.5 ft
100 ft ROW
Proposed Location Of Water Line, Minimum 4-ft Depth To TOP
Proposed Location Of Sanitary Sewer Line, Minimum 6-ft Depth To TOP
Proposed Location Of Storm Sewer Line
*Trees In Median Shall Be Placed 50 ft On Center ("OC"); Trees In Parkway Shall Be Placed 40 ft OC
*Street Lights Shall Be Placed At A Maximum 200 ft Spacing; Variance Possible With Photometric Study At Time Of Construction Plan Submittal
*8' Sidewalk Typical unless otherwise noted on Open Space and Trail Network Plan
BOULEVARD (B)
NOT TO SCALE
TBG
TYPICAL CROSS SECTIONS
JONES|CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880
JANUARY 2016
UNION PARK
Life At Your Own Pace

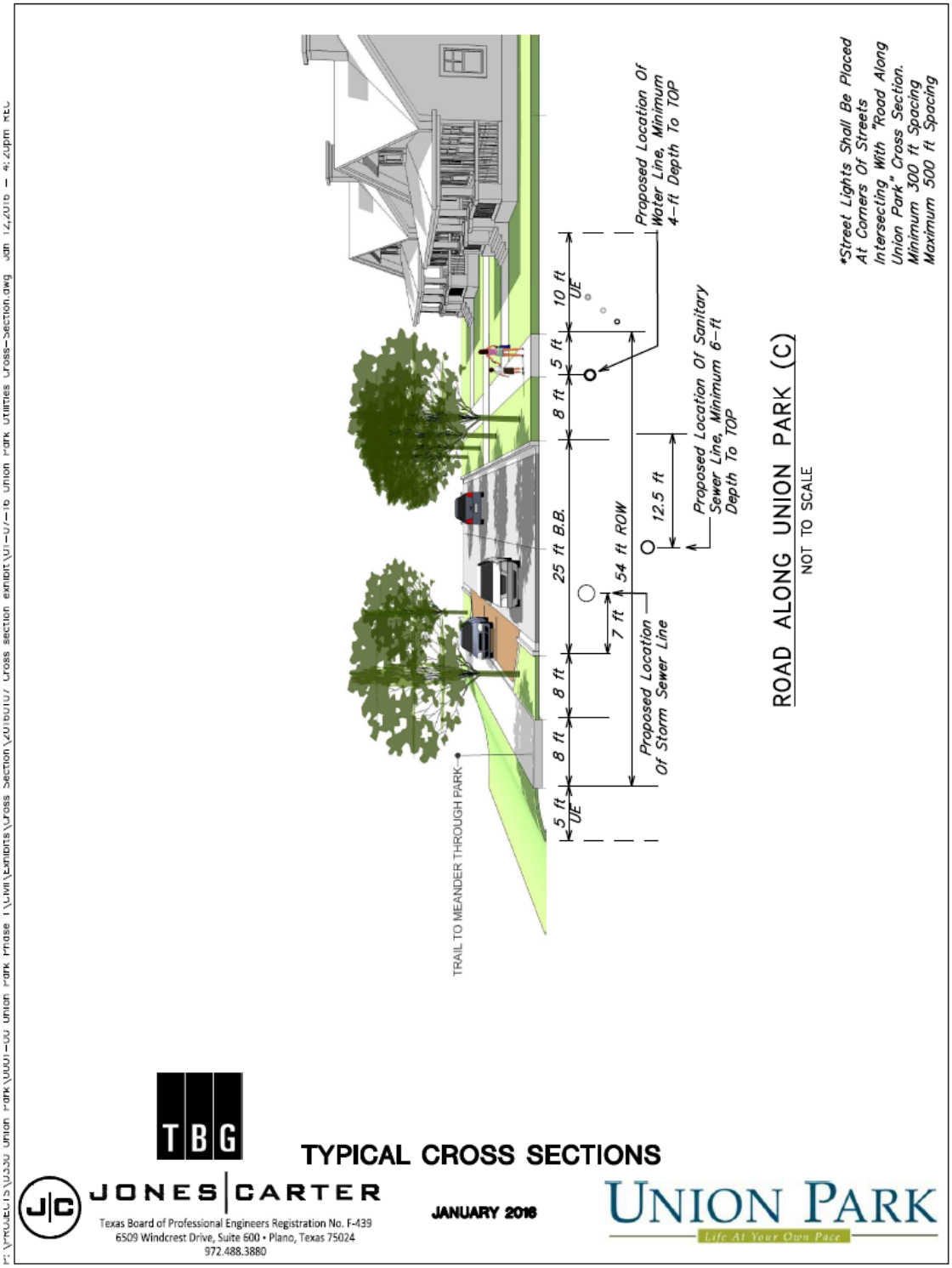
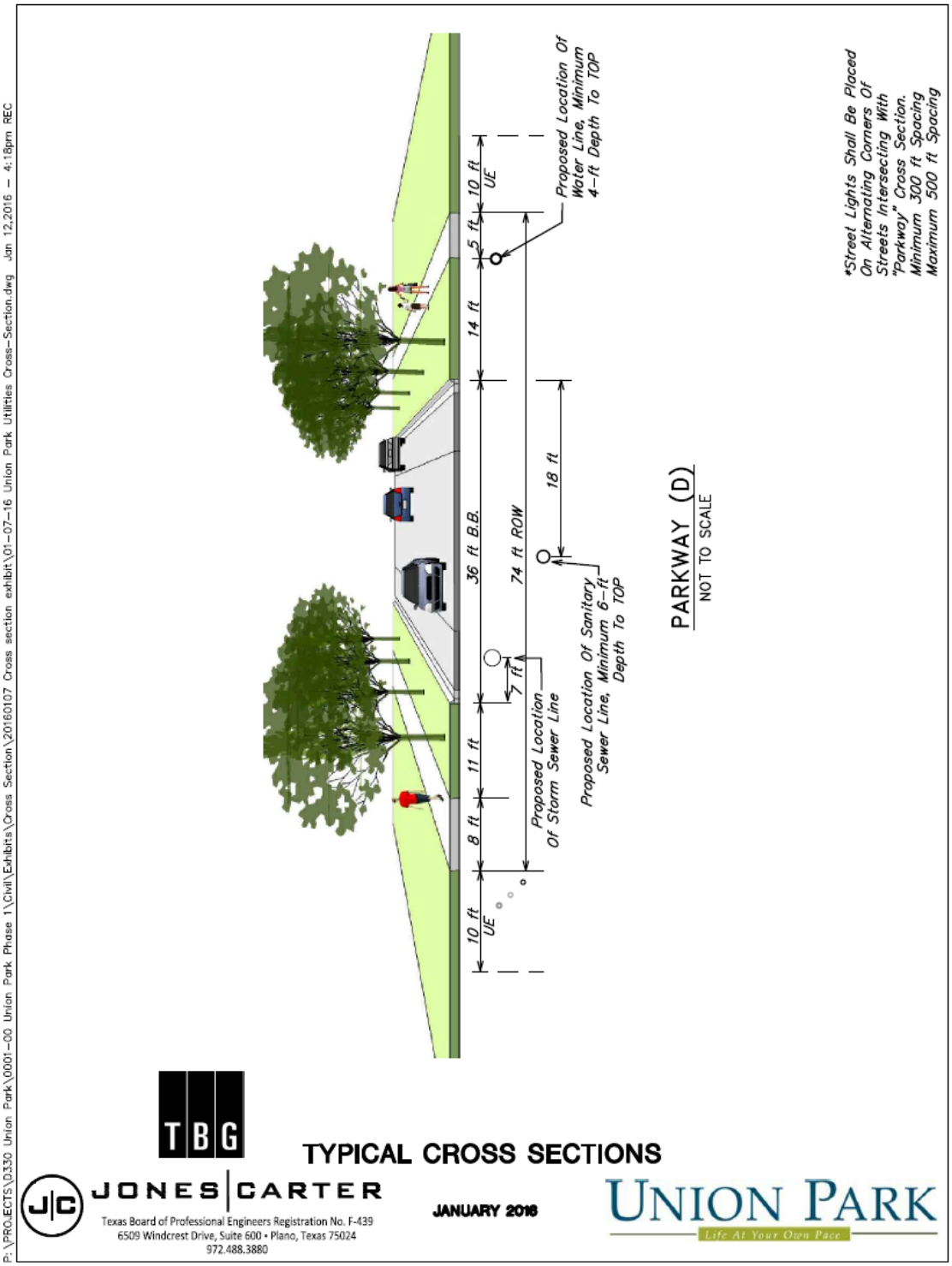

ROAD ALONG UNION PARK (C)
NOT TO SCALE
*Street Lights Shall Be Placed At Corners Of Streets Intersecting With "Road Along Union Park" Cross Section. Minimum 300 ft Spacing Maximum 500 ft Spacing
Proposed Location Of Water Line, Minimum 4-ft Depth To TOP
Proposed Location Of Sanitary Sewer Line, Minimum 6-ft Depth To TOP
Proposed Location Of Storm Sewer Line
10 ft UE
5 ft
8 ft
25 ft B.B.
54 ft ROW
12.5 ft
7 ft
8 ft
8 ft
5 ft UE
TRAIL TO MEANDER THROUGH PARK
TBG
TYPICAL CROSS SECTIONS
JONES|CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880
JANUARY 2016
UNION PARK
Life At Your Own Pace

Exhibit N
Typical Cross Sections – Parkway (D)



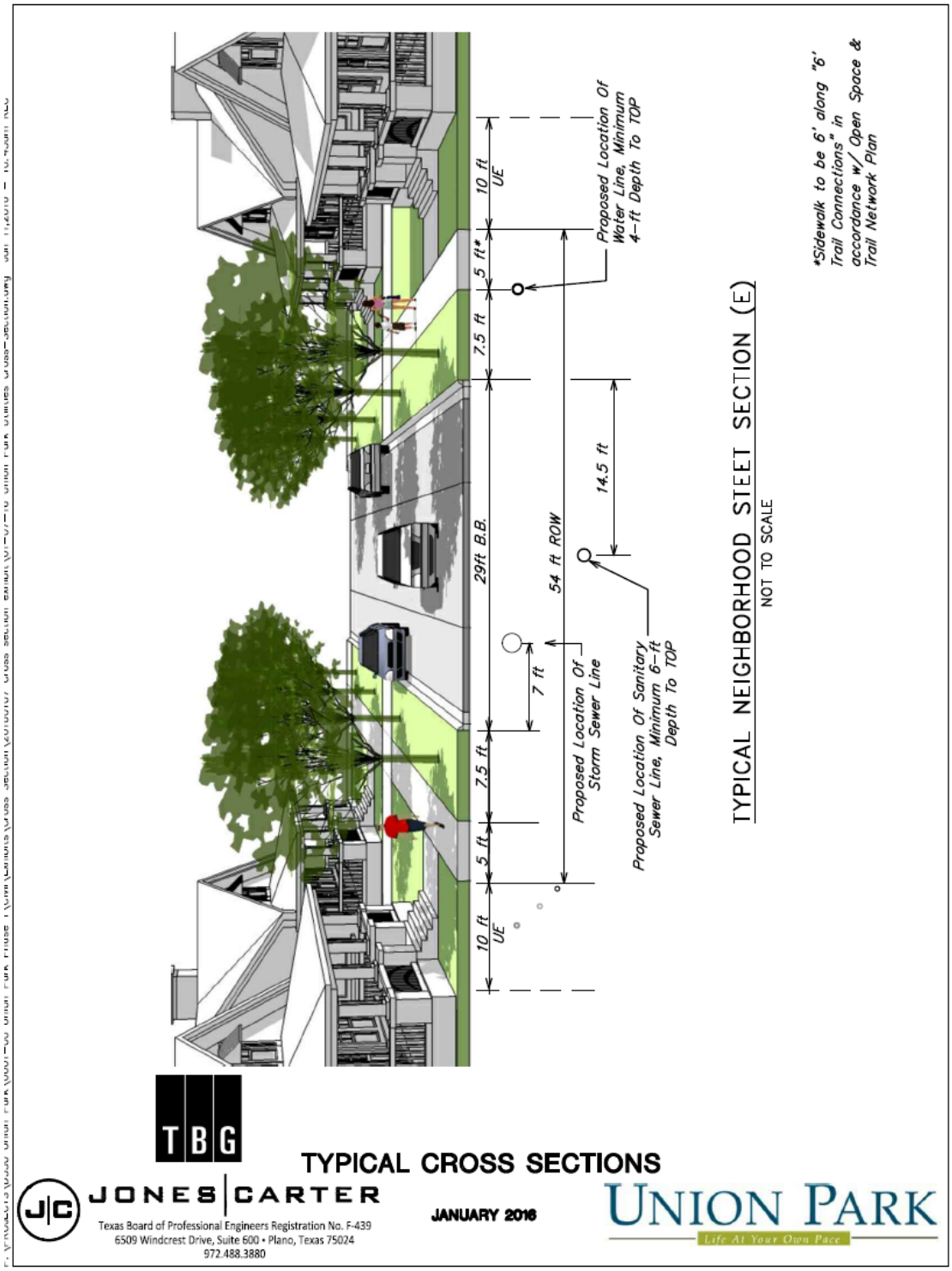

10 ft UE
5 ft*
7.5 ft
29ft B.B.
7.5 ft
5 ft
10 ft UE
54 ft ROW
7 ft
14.5 ft
Proposed Location Of Water Line, Minimum 4-ft Depth To TOP
Proposed Location Of Storm Sewer Line
Proposed Location Of Sanitary Sewer Line, Minimum 6-ft Depth To TOP
*Sidewalk to be 6' along "6' Trail Connections" in accordance w/ Open Space & Trail Network Plan
TYPICAL NEIGHBORHOOD STEET SECTION (E)
NOT TO SCALE
TBG
TYPICAL CROSS SECTIONS
JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880
JANUARY 2016
UNION PARK
Life At Your Own Pace

Exhibit P
Typical Cross Sections (Plan Views)

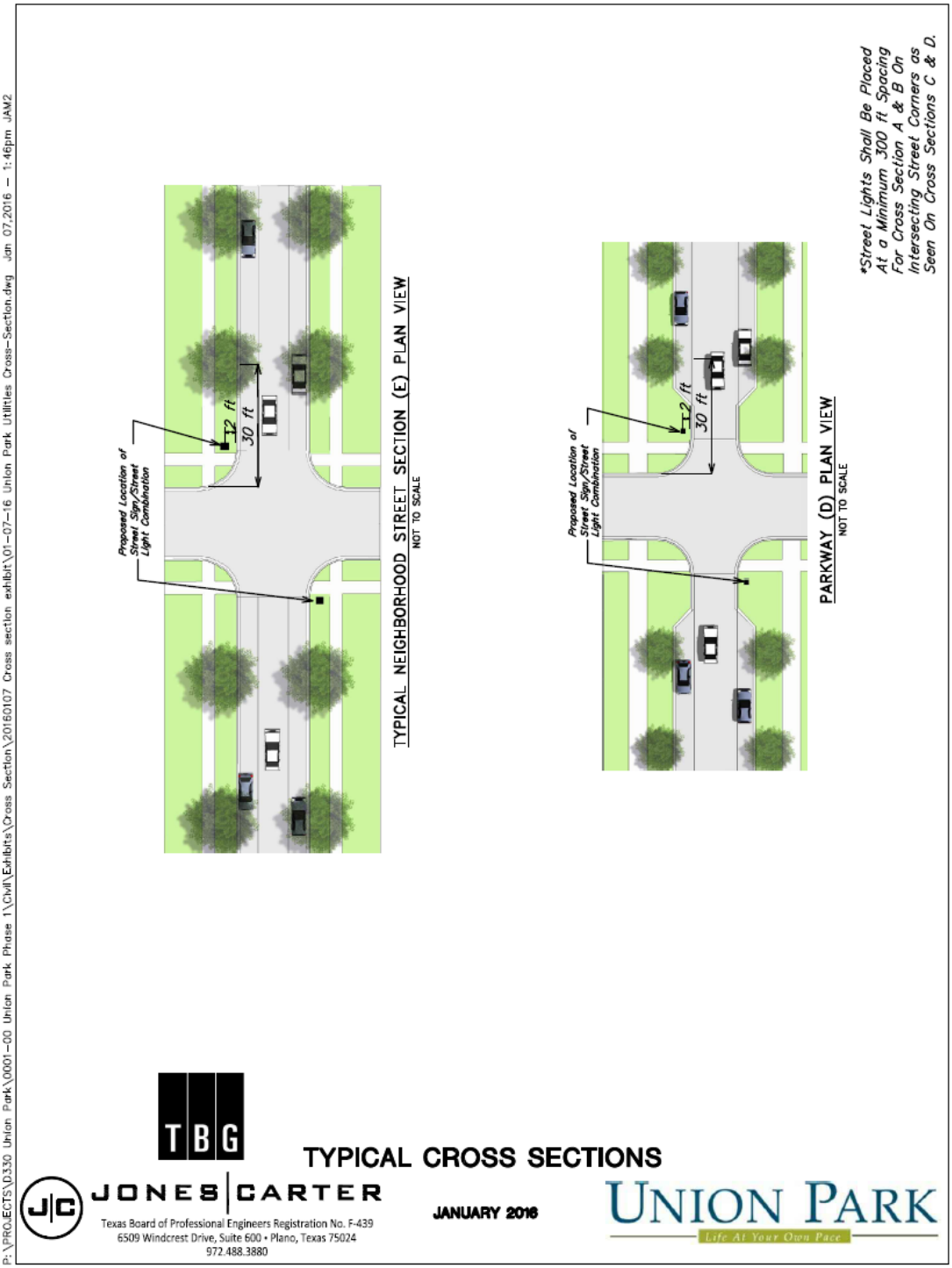


Exhibit Q
Conceptual Street Diagram

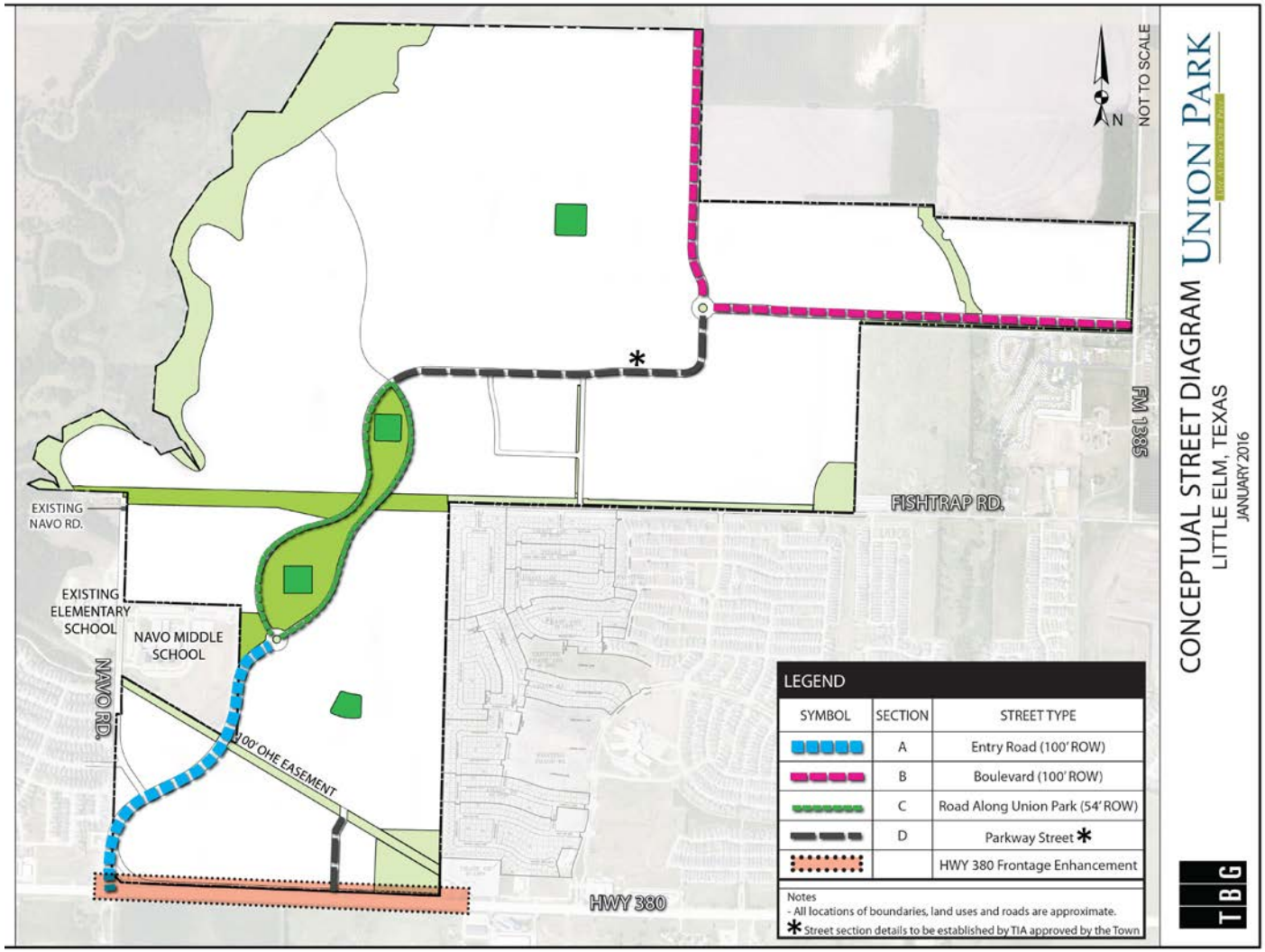


Exhibit R
Park Exhibit

1560.014\54279.2

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

UNION PARK
757.0 Acres

BEING a tract of land out of a called 757.040 acre tract described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961 of the Denton County Deed Records (D.R.D.C.T.) and being located in the William Lumpkin Survey, Abstract 730 and the Thomas Navo Survey, Abstract 964 and being more particularly described as follows:

BEGINNING at a PK Nail located in the approximate centerline of Fishtrap Road, said point being the Northeast corner of the said Thomas Navo Survey and being located in the South line of the said William Lumpkin Survey and being at an inner ELL of the said 645.238 acre tract. Said corner being the northwest corner of Tract 5 as described in the deed from Valerian Properties Associates, L.P., a Delaware Limited Partnership to Savannah Properties Associates, L.P., a Delaware Limited Partnership as recorded in Vol. 5308 Page 2204 of the Deed Records of Denton County, Texas;

THENCE S 01° 54' 27" W, along the east line of the said Thomas Navo Survey and the west line of said Savannah Properties tract passing the southeast corner of the said 645.238 acre tract at 3401.50 feet and passing the northeast corner of the said 52.340 acre tract, for a distance of 3656.83 feet to a 5/8" iron rod with a cap stamped "PETITT RPLS 4087". Said iron rod being at the northwest corner of the Navo Substation Addition, as recorded in Cabinet T, Page 202 of the Plat Records for Denton County, Texas and in the east line of the said 52.340 acre tract;

THENCE S 01° 43' 00" W, continuing with the said east line of said Thomas Navo Survey and the east line of the said 52.340 acre tract and the west line of the said Navo Substation Addition for a distance of 445.21 feet to a 5/8" iron rod cap stamped "PETITT RPLS 4087" set for a corner. Said iron rod being the southeast corner of the said 52.340 acre tract and being located on the north right of way line of US Highway 380, a variable width right of way;

THENCE N 87° 10' 29" W, along the said north right of way line of US Highway 380 and the south line of the said 52.340 acre tract, a distance of 3319.21 feet to a 5/8" iron rod with a cap stamped "PETITT RPLS 4087" set for a corner;

THENCE N 43° 10' 07" W, along the north right of way corner clip of said US Highway 380 and Navo Road, a variable width right of way, and the south line of the said 52.340 acre tract, for a distance of 141.76 feet to an "X" stamped in the pavement. Said "X" being in the approximate future centerline of Navo Road and being located at the most easterly southeast corner of the Paloma Creek Phase 4B Addition as recorded in Cabinet X, Page 311 of the Plat Records of Denton County, Texas and being located at the most westerly southwest corner of the said 52.340 acre tract;

THENCE N 02° 09' 43" E, along the approximate future centerline of Navo Road and the east line of the said Paloma Creek Phase 4B Addition and continuing northerly along the east of line of Paloma Creek Phase 2 Addition as recorded in Cabinet V, Page 479 of the Plat Records of Denton County, Texas, and along the west lines of the said 52.340 acre tract and said 645.238 acre tract, passing the common corner of the said 52.340 acre tract and 645.238 acre tract at 544.10 feet, for a distance of 1651.09 feet to a 5/8" iron rod with a cap stamped "PETITT RPLS 4087" set for a corner;

THENCE S 87° 54' 16" E, along the south line of a 0.45 acre tract donated as Navo Road Right of way by a Donation Deed recorded in 2006-24266 of the Deed Records of Denton County, Texas, a distance of 51.70 feet to a 5/8" iron rod found for a corner;

THENCE N 02° 04' 33" E, along the east line of the said 0.45 acre tract donated as Navo Road right of way by said Donation Deed, a distance of 12.20 feet to a 5/8" iron rod found for a corner;

THENCE N 00° 10' 00" W, continuing along the said east line of the said 0.45 acre tract donated as Navo Road right of way by said Donation Deed, a distance of 127.90 feet to a 5/8" iron rod found for a corner;

THENCE N 02° 05' 44" E, continuing along the said east line of the said 0.45 acre tract donated as Navo Road right of way by said Donation Deed, a distance of 258.84 feet to a 1/2" iron rod found for a corner. Said iron rod lying in the south line of Lot 1, Block A of the Navo Middle School Addition as recorded in Cabinet W, Page 436 of the Plat Records of Denton County, Texas and in a fence line;

THENCE S 58° 54' 37" E, along the said south line of the Navo Middle School Addition and said fence line, a distance of 1387.57 feet to a PK nail found for a corner in the fence corner;

THENCE N 02° 08' 59" E, along the east line of the said Navo Middle School Addition and along the said fence, a distance of 1442.77 feet to a 1/2" iron rod found for a corner;

THENCE N 87° 34' 39" W, along the north line of the said Navo Middle School Addition and along said fence, a distance of 1215.05 feet to a 1/2" iron rod found for a corner. Said iron rod laying on the east right of way line of said Navo Road and is the southeast corner of a 0.602 acre tract donated as Navo Road right of way by said Donation Deed;

THENCE N 02° 06' 31" E, along the said east line of Navo Road and along the east line of the said 0.602 acre tract, a distance of 1087.29 feet to a 5/8" iron rod found for a corner. Said iron rod being located at the northeast corner of the said 0.602 acre tract donated as Navo Road right of way by said Donation Deed;

THENCE N 89° 31' 16" W, along the north line of the said 0.602 acre tract donated as Navo Road right of way by said Donation Deed, a distance of 46.93 feet to a 5/8" iron rod cap stamped "PETITT RPLS 4087" set for a corner. Said iron rod being located in the west line of the said 645.238 acre tract;

THENCE N 02° 08' 59" E, along the said west line of the said 645.238 acre tract, a distance of 37.44 feet to a PK Nail, set for a corner. Said nail being in the north line of the said Navo Thomas Survey and in the south line of the said William Lumpkin Survey and the being the most westerly corner of the said 645.238 acre tract and lying at the approximate centerline intersection of said Navo Road and Fishtrap Road, a prescriptive road right of way;

THENCE S 88° 03' 53" E, along the north line of the said Navo Thomas Survey and the south line of the said William Lumpkin Survey and the approximate centerline of Fishtrap Road, a distance of 1158.00 feet to PK Nail set for a corner;

THENCE N 02° 05' 07" E, along the most easterly west line of the said 645.238 acre tract, a distance of 1330.60 feet to a 5/8" iron rod cap stamped "PETITT RPLS 4087", set for a corner;

THENCE N 87° 46' 14" W, along the most northerly south line of the said 645.238 acre tract, a distance of 853.11 feet to Government Marker (aluminum disk) L-1038, found for a corner. Said marker being the southeast corner of a 16.78 acre tract of land conveyed from M.B. Rudman and wife, Josephine D Rudman to the United States of America as recorded in Vol. 2822, Page 802 of the Deed Records of Denton County, Texas;

THENCE N 57° 31' 24" E, along the east line of the said 16.78 acre tract and along a fence, a distance of 118.01 feet to a Government Marker (aluminum disk) L-1038, found for a corner;

THENCE N 33° 35' 29" E, continuing along the east line of the said 16.78 acre tract and along a fence, a distance of 328.32 feet to a Government Marker (aluminum disk) L-1038, found for a corner;

THENCE N 11° 35' 43" E, continuing along the east line of the said 16.78 acre tract and along a fence, a distance of 284.98 feet to a Government Marker (aluminum disk) L-1038, found for a corner;

THENCE N 14° 41' 16" W, continuing along the east line of the said 16.78 acre tract and along a fence, a distance of 327.07 feet to a Government Marker (aluminum disk) L-1038, found for a corner;

THENCE N 20° 51' 13" W, continuing along the east line of the said 16.78 acre tract and along a fence, a distance of 63.66 feet to a Government Marker (aluminum disk) L-1038, found for a corner. Said marker being the northeast corner of the said 16.78 acre tract and being in the north line of the said 645.238 acre tract;

THENCE S 88° 09' 26" E, along the north line of the said 645.238 acre tract and along a meandering fence, a distance of 5407.15 feet to a 1/2" iron rod found for a corner. Said iron rod being the westerly southwest corner of the said 109.503 acre tract;

THENCE N 02° 01' 46" E, along the west line of the said 109.503 acre tract and along the approximate centerline of Byran Road, a prescriptive roadway, a distance of 862.83 feet to a 1/2" iron rod found for a corner. Said iron rod being the northwest corner of the said 109.503 acre tract;

THENCE S 88° 33' 41" E, along the north line of the said 109.503 acre tract and along a fence line, a distance of 1200.64 feet to a 1/2" iron rod found for a corner;

THENCE S 88° 34' 26" E, continuing along the north line of the said 109.503 acre tract and along the fence, a distance of 818.96 feet to a 5/8" iron rod cap stamped "PETITT RPLS 4087" set for a corner;

THENCE S 88° 15' 06" E, continuing along the north line of the said 109.503 acre tract and along a fence, a distance of 438.64 feet to a 5/8" iron rod cap stamped "PETITT RPLS 4087" set for a corner;

THENCE S 00° 34' 22" E, continuing along the north line of the said 109.503 acre tract, a distance of 122.17 feet to a 5/8" iron rod cap stamped "PETITT RPLS 4087" set for a corner;

THENCE S 87° 46' 03" E, continuing along the north line of the said 109.503 acre tract, a distance of 2091.15 feet to a 5/8" iron rod found for a corner. Said iron rod being the northeast corner of the said 109.503 acre tract and being on the west right of way line of FM 1385, an 80 foot right of way;

THENCE S 02° 04' 14" W, along the east line of the said 109.503 acre tract and along the west right of way line of said FM 1385, a distance of 1124.66 feet to a 5/8" iron rod found for a corner. Said iron rod being the southeast corner of the said 109.503 acre tract;

THENCE N 87° 43' 38" W, along the south line of the said 109.503 acre tract, a distance of 1891.09 feet to a PK Nail found for a corner. Said PK nail being the northwest corner of the 20.264 acre Savannah Properties Associates, LP tract as recorded in 2004-164139 of the Deed Records of Denton County, Texas and being the northeast corner of the 40.739 acre Savannah Properties Associates, LP tract as recorded in 2004-37441;

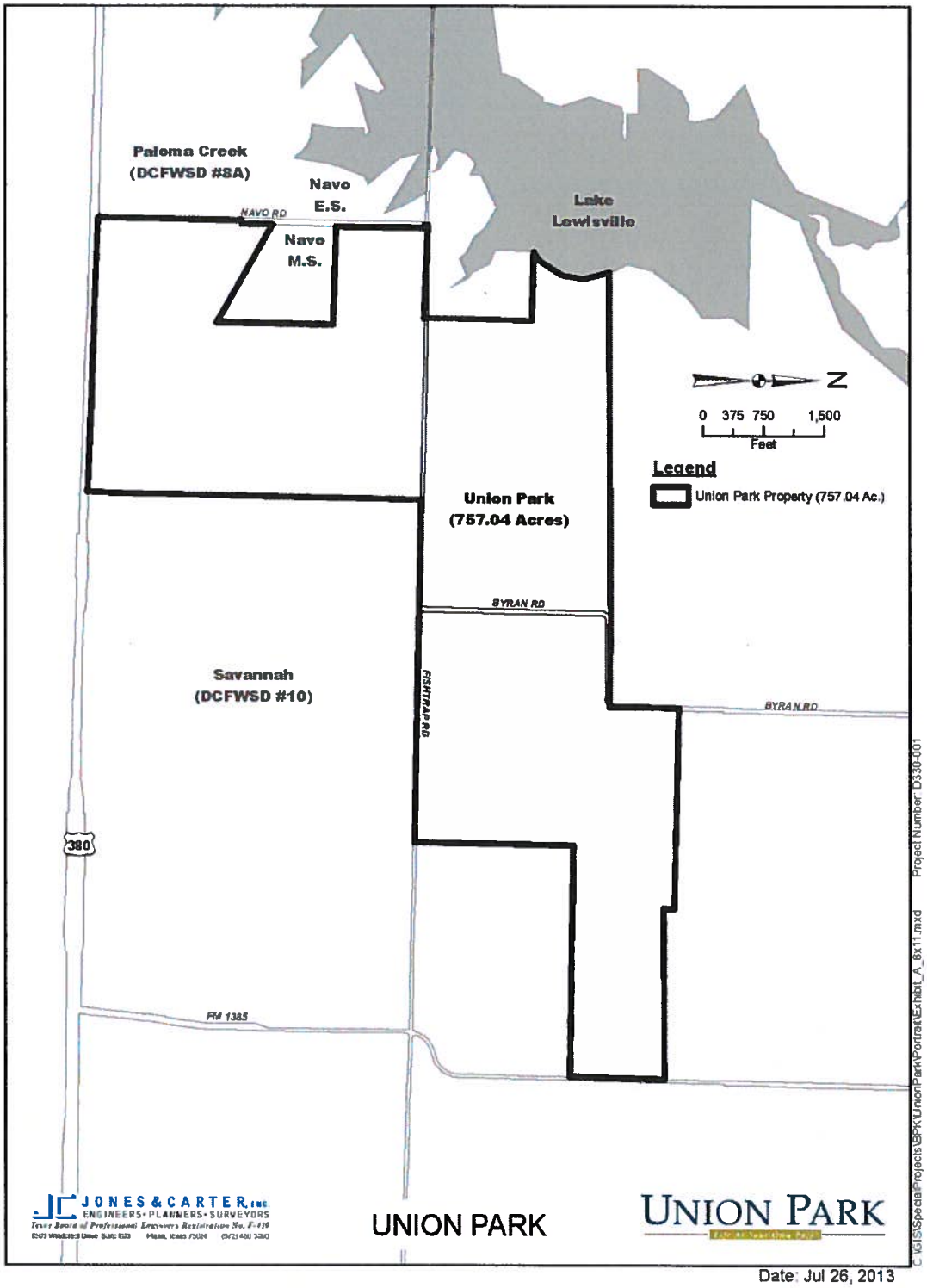
THENCE N 87° 53' 20" W, continuing along the south line of the said 109.503 acre tract, a distance of 939.59 feet to a PK Nail found for a corner. Said PK Nail being the most easterly southwest corner of the said 109.503 acre tract and being the northwest corner of the said 40.739 acre tract and being in the east line of the said 645.238 acre tract;

THENCE S 02° 11' 21" W, along a meandering fence and along the said east line of the said 645.238 acre tract a distance of 1981.34 feet to a PK Nail set for a corner. Said PK Nail being located in the approximate centerline of said Fishtrap Road and being the southeast corner of the said 645.238 acre tract and being in the south line of the said William Lumpkin Survey;

THENCE N 88° 03' 53" W, along the approximate centerline of Fishtrap Road and along the most northerly south line of the said 645.238 acre tract and along the south line of the said

William Lumpkin Survey, a distance of 4225.98 feet to a PK Nail found for a corner and the **POINT OF BEGINNING** and containing 757.0 acre of land, more or less.

EXHIBIT B
DEPICTION OF THE PROPERTY



1560.014\34688.7

EXHIBIT C
METES AND BOUNDS DESCRIPTION OF THE IN-CITY PROPERTY

BEING a tract of land out of a called 757.040 acre tract described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961 of the Denton County Deed Records (D.R.D.C.T.) and being located in the William Lumpkin Survey, Abstract 730 and the Thomas Navo Survey, Abstract 964 and being more particularly described as follows:

BEGINNING at a the most southerly southwest corner of said 52.340 acre tract, also being in the north right-of-way line of US Highway 380 (variable width right-of-way);

THENCE, N43°10'07" W, along a right-of-way corner clip of said US Highway 380 with Navo Road, a distance of 141.76 feet to a point for corner in the approximate center of said Navo Road, also being the southeast corner of Paloma Creek Phase 4B as recorded in Cabinet X, Page 311 of the Plat Records of Denton County, Texas (P.R.D.C.T.);

THENCE, N 02°09'43" E, along the approximate center of said Navo Road, and the east line of Paloma Creek Phase 4B and continuing along the east line of Paloma Creek Phase 2 as recorded in Cabinet V, Page 479, P.R.D.C.T., passing the common corner of the 52.340 acre tract and said 645.238 acre tract at a distance of 544.10 feet, and continuing for a total distance of 1651.09 feet to a point for corner;

THENCE, S 87°54'16" E, along the south line of a 0.45 acre tract of land described in Donation Deed recorded in Instrument No. 2006-24266 of the Deed Records of Denton, County, Texas (D.R.D.C.T.), a distance of 51.70 feet to a point for corner;

THENCE, N 02°04'33" E, along the east line of said 0.45 acre tract, a distance of 12.20 feet to a point for corner;

THENCE, N 00°10'00" W, continuing along the east line of said 0.45 acre tract, a distance of 127.90 feet to a point for corner;

THENCE, N 02°05'44" E, continuing along the east line of said 0.45 acre tract, a distance of 155.03 feet to a point for corner;

THENCE, departing the east line of said 0.45 acre tract, over and across said 645.238 acre tract and said 52.340 acre tract, the following courses:

S 88°03'33" E, a distance of 42.35 feet to a point for corner;

S 59°06'36" E, along the southwest line of a Brazos Electric Power Cooperative, Inc., easement as recorded in Volume 995, Page 161, D.R.D.C.T., a distance of 3246.07 feet to a point for corner;

S 31°15'51" W, a distance of 175.70 feet to a point for the beginning of a tangent curve to the left;

Along said tangent curve to the left having a central angle of 28°31'19", a radius of 500.00 feet, a chord bearing of S 17°00'11" W, 246.34 feet and an arc length of 248.90 feet to a point for corner;

S 02°44'31" W, a distance of 125.20 feet to a point in the north right-of-way of the aforesaid US Highway 380;

THENCE, N 87°10'29" W, along the north right-of-way of US Highway 380, a distance of 2684.72 feet to the **POINT OF BEGINNING**, containing 86.2 acres of land, more or less.

This document was prepared under 22 TAC 663.21, does not does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT D
DEPICTION OF THE IN-CITY PROPERTY

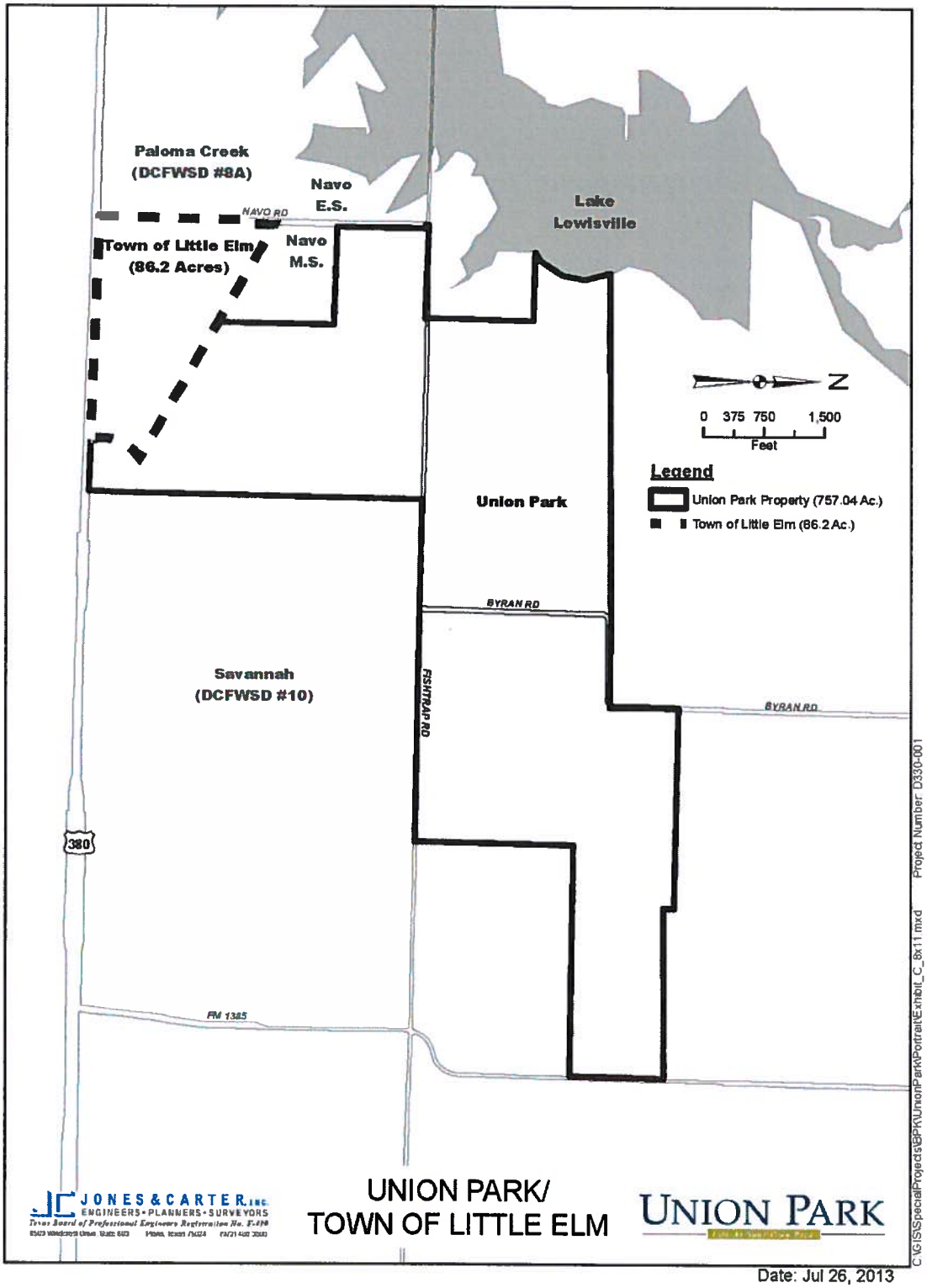


EXHIBIT E
METES AND BOUNDS DESCRIPTION OF THE DEVELOPMENT AGREEMENT PROPERTY

AREA SUBJECT TO THE DEVELOPMENT AGREEMENT
670.8 Acres

BEING a tract of land out of a called 757.040 acre tract described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961 of the Denton County Deed Records (D.R.D.C.T.) and being located in the William Lumpkin Survey, Abstract 730 and the Thomas Navo Survey, Abstract 964 and being more particularly described as follows:

BEGINNING at a PK Nail located in the approximate centerline of Fishtrap Road, said point being the Northeast corner of the said Thomas Navo Survey and being located in the South line of the said William Lumpkin Survey and being at an inner ELL of the said 645.238 acre tract. Said corner being the northwest corner of Tract 5 as described in the deed from Valerian Properties Associates, L.P., a Delaware Limited Partnership to Savannah Properties Associates, L.P., a Delaware Limited Partnership as recorded in Vol. 5308 Page 2204 of the Deed Records of Denton County, Texas;

THENCE S 01° 54' 27" W, along the east line of the said Thomas Navo Survey and the west line of said Savannah Properties tract passing the southeast corner of the said 645.238 acre tract at 3401.50 feet and passing the northeast corner of the said 52.340 acre tract, for a distance of 3656.83 feet to a 5/8" iron rod with a cap stamped "PETITT RPLS 4087". Said iron rod being at the northwest corner of the Navo Substation Addition, as recorded in Cabinet T, Page 202 of the Plat Records for Denton County, Texas and in the east line of the said 52.340 acre tract;

THENCE S 01° 43' 00" W, continuing with the said east line of said Thomas Navo Survey and the east line of the said 52.340 acre tract and the west line of the said Navo Substation Addition for a distance of 445.21 feet to a 5/8" iron rod cap stamped "PETITT RPLS 4087" set for a corner. Said iron rod being the southeast corner of the said 52.340 acre tract and being located on the north right of way line of US Highway 380, a variable width right of way;

THENCE, N 87°10'29" W, along the north right-of-way of US Highway 380, a distance of 634.49 feet to a point for corner;

THENCE, departing the north line of said US Highway 380, over and across said 645.238 acre tract and said 52.340 acre tract, the following courses:

N 02°44'31" E, a distance of 125.20 feet to a point for the beginning of a tangent curve to the right;

Along said tangent curve to the right having a central angle of 28°31'19", a

radius of 500.00 feet, a chord bearing of N 17°00'11" E, 246.34 feet and an arc length of 248.90 feet to a point for corner;

N 31°15'51" E, a distance of 175.70 feet to a point for corner in the southwesterly line of a Brazos Electric Power Cooperative, Inc., tract as recorded in Volume 995, Page 161, D.R.D.C.T.;

N 59°06'36" W, a distance of 3246.07 feet to a point for corner;

N 88°03'33" W, to a point for corner in the east line of a 0.45 acre tract donated as Navo Road Right of way by a Donation Deed recorded in 2006-24266 of the Deed Records of Denton County, Texas, a distance of 42.35 feet to a point for corner;

THENCE N 02° 05' 44" E, continuing along the said east line of the said 0.45 acre tract donated as Navo Road right of way by said Donation Deed, a distance of 103.81 feet to a 1/2" iron rod found for a corner. Said iron rod lying in the south line of Lot 1, Block A of the Navo Middle School Addition as recorded in Cabinet W, Page 436 of the Plat Records of Denton County, Texas and in a fence line;

THENCE S 58° 54' 37" E, along the said south line of the Navo Middle School Addition and said fence line, a distance of 1387.57 feet to a PK nail found for a corner in the fence corner;

THENCE N 02° 08' 59" E, along the east line of the said Navo Middle School Addition and along the said fence, a distance of 1442.77 feet to a 1/2" iron rod found for a corner;

THENCE N 87° 34' 39" W, along the north line of the said Navo Middle School Addition and along said fence, a distance of 1215.05 feet to a 1/2" iron rod found for a corner. Said iron rod laying on the east right of way line of said Navo Road and is the southeast corner of a 0.602 acre tract donated as Navo Road right of way by said Donation Deed;

THENCE N 02° 06' 31" E, along the said east line of Navo Road and along the east line of the said 0.602 acre tract, a distance of 1087.29 feet to a 5/8" iron rod found for a corner. Said iron rod being located at the northeast corner of the said 0.602 acre tract donated as Navo Road right of way by said Donation Deed;

THENCE N 89° 31' 16" W, along the north line of the said 0.602 acre tract donated as Navo Road right of way by said Donation Deed, a distance of 46.93 feet to a 5/8" iron rod cap stamped "PETITT RPLS 4087" set for a corner. Said iron rod being located in the west line of the said 645.238 acre tract;

THENCE N 02° 08' 59" E, along the said west line of the said 645.238 acre tract, a distance of 37.44 feet to a PK Nail, set for a corner. Said nail being in the north line of the said Navo Thomas Survey and in the south line of the said William Lumpkin Survey and the being the most westerly corner of the said 645.238 acre tract and lying at the approximate centerline intersection of said Navo Road and Fishtrap Road, a prescriptive road right of way;

THENCE S 88° 03' 53" E, along the north line of the said Navo Thomas Survey and the south line of the said William Lumpkin Survey and the approximate centerline of Fishtrap Road, a distance of 1158.00 feet to PK Nail set for a corner;

THENCE N 02° 05' 07" E, along the most easterly west line of the said 645.238 acre tract, a distance of 1330.60 feet to a 5/8" iron rod cap stamped "PETITT RPLS 4087", set for a corner;

THENCE N 87° 46' 14" W, along the most northerly south line of the said 645.238 acre tract, a distance of 853.11 feet to Government Marker (aluminum disk) L-1038, found for a corner. Said marker being the southeast corner of a 16.78 acre tract of land conveyed from M.B. Rudman and wife, Josephine D Rudman to the United States of America as recorded in Vol. 2822, Page 802 of the Deed Records of Denton County, Texas;

THENCE N 57° 31' 24" E, along the east line of the said 16.78 acre tract and along a fence, a distance of 118.01 feet to a Government Marker (aluminum disk) L-1038, found for a corner;

THENCE N 33° 35' 29" E, continuing along the east line of the said 16.78 acre tract and along a fence, a distance of 328.32 feet to a Government Marker (aluminum disk) L-1038, found for a corner;

THENCE N 11° 35' 43" E, continuing along the east line of the said 16.78 acre tract and along a fence, a distance of 284.98 feet to a Government Marker (aluminum disk) L-1038, found for a corner;

THENCE N 14° 41' 16" W, continuing along the east line of the said 16.78 acre tract and along a fence, a distance of 327.07 feet to a Government Marker (aluminum disk) L-1038, found for a corner;

THENCE N 20° 51' 13" W, continuing along the east line of the said 16.78 acre tract and along a fence, a distance of 63.66 feet to a Government Marker (aluminum disk) L-1038, found for a corner. Said marker being the northeast corner of the said 16.78 acre tract and being in the north line of the said 645.238 acre tract;

THENCE S 88° 09' 26" E, along the north line of the said 645.238 acre tract and along a meandering fence, a distance of 5407.15 feet to a 1/2" iron rod found for a corner. Said iron rod being the westerly southwest corner of the said 109.503 acre tract;

THENCE N 02° 01' 46" E, along the west line of the said 109.503 acre tract and along the approximate centerline of Byran Road, a prescriptive roadway, a distance of 862.83 feet to a 1/2" iron rod found for a corner. Said iron rod being the northwest corner of the said 109.503 acre tract;

THENCE S 88° 33' 41" E, along the north line of the said 109.503 acre tract and along a fence line, a distance of 1200.64 feet to a 1/2" iron rod found for a corner;

THENCE S 88° 34' 26" E, continuing along the north line of the said 109.503 acre tract and along the fence, a distance of 818.96 feet to a 5/8" iron rod cap stamped "PETITT RPLS 4087" set for a corner;

THENCE S 88° 15' 06" E, continuing along the north line of the said 109.503 acre tract and along a fence, a distance of 438.64 feet to a 5/8" iron rod cap stamped "PETITT RPLS 4087" set for a corner;

THENCE S 00° 34' 22" E, continuing along the north line of the said 109.503 acre tract, a distance of 122.17 feet to a 5/8" iron rod cap stamped "PETITT RPLS 4087" set for a corner;

THENCE S 87° 46' 03" E, continuing along the north line of the said 109.503 acre tract, a distance of 2091.15 feet to a 5/8" iron rod found for a corner. Said iron rod being the northeast corner of the said 109.503 acre tract and being on the west right of way line of FM 1385, an 80 foot right of way;

THENCE S 02° 04' 14" W, along the east line of the said 109.503 acre tract and along the west right of way line of said FM 1385, a distance of 1124.66 feet to a 5/8" iron rod found for a corner. Said iron rod being the southeast corner of the said 109.503 acre tract;

THENCE N 87° 43' 38" W, along the south line of the said 109.503 acre tract, a distance of 1891.09 feet to a PK Nail found for a corner. Said PK nail being the northwest corner of the 20.264 acre Savannah Properties Associates, LP tract as recorded in 2004-164139 of the Deed Records of Denton County, Texas and being the northeast corner of the 40.739 acre Savannah Properties Associates, LP tract as recorded in 2004-37441;

THENCE N 87° 53' 20" W, continuing along the south line of the said 109.503 acre tract, a distance of 939.59 feet to a PK Nail found for a corner. Said PK Nail being the most easterly southwest corner of the said 109.503 acre tract and being the northwest corner of the said 40.739 acre tract and being in the east line of the said 645.238 acre tract;

THENCE S 02° 11' 21" W, along a meandering fence and along the said east line of the said 645.238 acre tract a distance of 1981.34 feet to a PK Nail set for a corner. Said PK Nail being located in the approximate centerline of said Fishtrap Road and being the southeast corner of the said 645.238 acre tract and being in the south line of the said William Lumpkin Survey;

THENCE N 88° 03' 53" W, along the approximate centerline of Fishtrap Road and along the most northerly south line of the said 645.238 acre tract and along the south line of the said William Lumpkin Survey, a distance of 4225.98 feet to a PK Nail found for a corner and the **POINT OF BEGINNING** and containing 670.8 acre of land, more or less.

This document was prepared under 22 TAC 663.21, does not does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT F
DEPICTION OF THE DEVELOPMENT AGREEMENT PROPERTY

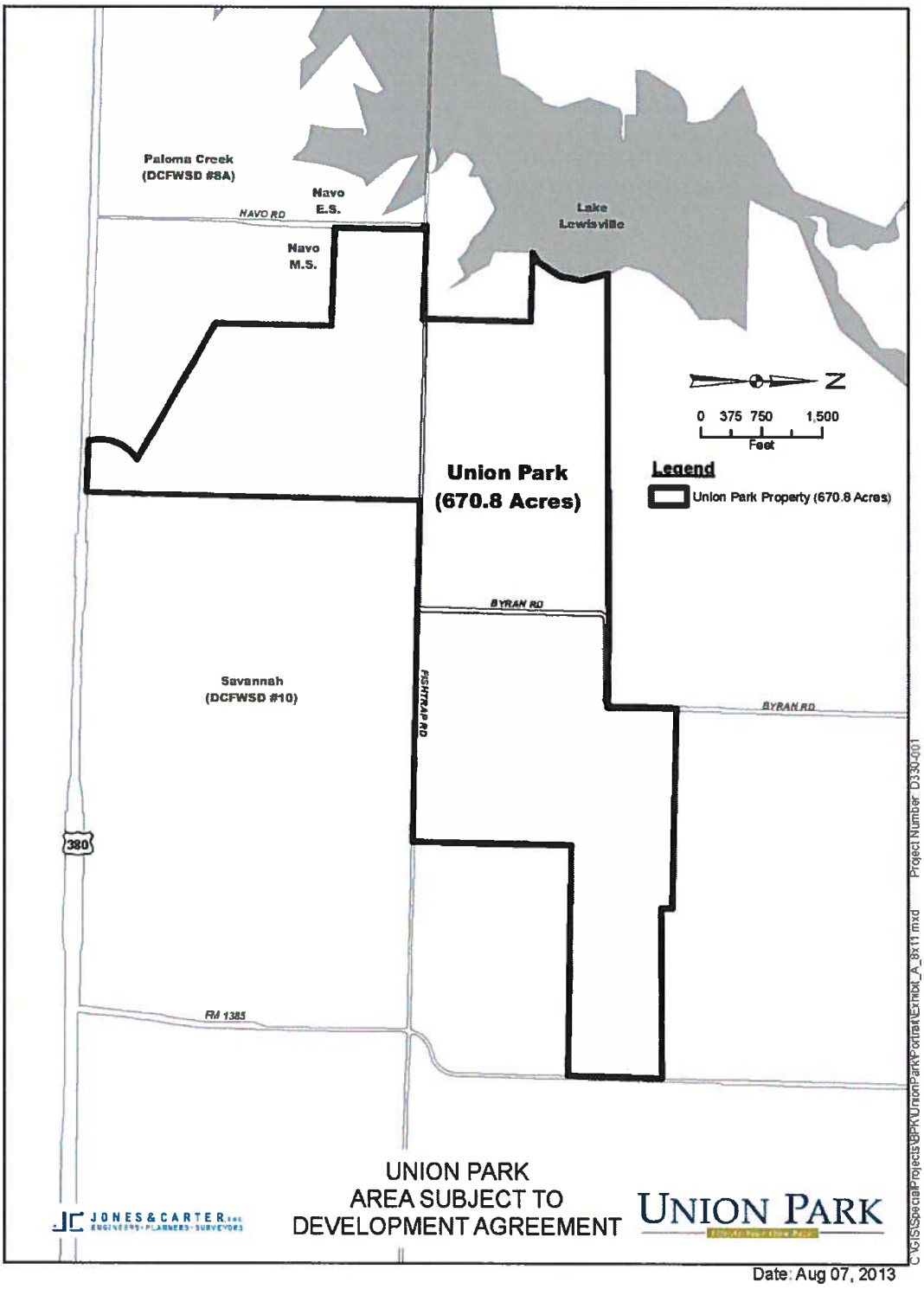


EXHIBIT G
CONCEPT PLAN

Land Use Summary

Land Use	Acreage
Elementary School	± 15.0
Single-Family	± 523.0
Total Acres	± 757.0

Notes
- All locations of boundaries, land uses and roads are approximate.
- The in-city portion of the property is shown for informational purposes only.

TBG

CONCEPT PLAN

LITTLE ELM, TEXAS

AUGUST 2013

UNION PARK

TBG

OPEN SPACE & TRAIL NETWORK PLAN

LITTLE ELM, TEXAS

AUGUST 2013

UNION PARK

Life At Your Own Pace

TBG

PARK LAND DEDICATION PLAN

LITTLE ELM, TEXAS

AUGUST 2013

UNION PARK

Life At Your Own Pace

EXHIBIT H
DEVELOPMENT STANDARDS

ARTICLE I
DEFINITIONS

1.1 Definitions.

(a) ACCESSORY USE means subordinate use customarily incident to and located on the same lot occupied by the main use, or a use customarily incident to the main or principal use of the property.

(b) CONCEPT PLAN means the concept plan, trails and open space plan, and park land dedication plan attached as **Exhibit G**.

(c) DEVELOPMENT AGREEMENT means the Development Agreement between H4 Little Elm, LP and the Town of Little Elm with an effective date of October 15, 2013.

(d) DISTRICT means the Highway 380 Municipal Management District No. 1.

(e) OPEN SPACE means areas such as parks, floodplains, drainage areas, and trails that will remain generally undeveloped, with the exception of recreational improvements and drainage improvements.

(f) PD STANDARDS means the regulations on this **Exhibit H** and Attachment 1 through Attachment 15 to this **Exhibit H**.

(g) PROPERTY means the Property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**, which includes both Tract 1 and Tract 2.

(h) SUBDIVISION REGULATIONS means the subdivision regulations codified in Appendix A – Consolidated Subdivision Ordinance of the Town's Code of Ordinances, as well as the Town's uniform engineering design standards, in effect on the date of the adoption of this Ordinance (collectively, the "Subdivision Regulations"), as modified by Attachments 3 through 6 and Attachments 8 through 10 to this **Exhibit H**. The applicability of amendments to the Subdivision Regulations is governed by Sections 2.1(b) and 3.1(b).

(i) TRACT 1 means the Development Agreement Property described by metes and bounds on **Exhibit E** and depicted on **Exhibit F**.

(j) TRACT 2 means the In-City Property described by metes and bounds on **Exhibit C** and depicted on **Exhibit D**.

(k) ZONING ORDINANCE means the Town's comprehensive zoning ordinance in effect on the date of the adoption of this Ordinance.

ARTICLE II
TRACT 1

2.1 Applicable Regulations for Tract 1. Pursuant to the Development Agreement and except as otherwise provided in this Article II for a school, Tract 1 is subject to the following regulations, which serve as the exclusive regulations applicable to the development and use of this tract of land:

(a) Development and use of Tract 1 shall comply with the requirements of Articles II and IV of this **Exhibit H** and Attachments 1 through 15 to this **Exhibit H**, which shall constitute the exclusive land use regulations applicable to Tract 1. No other land use regulations of any type, including, but not limited to, zoning (e.g., restrictions on setbacks, density, height, permitted uses, and lot sizes), sign, landscaping, tree preservation, or architectural regulations, shall apply to Tract 1. In addition, the park and open space requirements of this Ordinance shall be the exclusive park and open space requirements applicable to Tract 1. Tract 1 is not subject to the Zoning Ordinance or any amendments thereto (including any successor comprehensive zoning ordinance in the event the current comprehensive zoning ordinance is repealed and replaced); provided, however, any amendments to this Ordinance shall be governed by the procedures in the Zoning Ordinance.

(b) Tract 1 shall be subject to the Subdivision Regulations, as defined above. No amendment to the Subdivision Regulations adopted after the adoption of this Ordinance shall apply to Tract 1 unless all of the following criteria are met: (i) the amendment is generally applicable to all property located in the Town's corporate limits and ETJ; (ii) the amendment relates only to public infrastructure design; (iii) the amendment is adopted for public safety reasons; (iv) the amendment has been adopted by at least five other cities in north Texas, each with a population of over 100,000; (v) the amendment does not conflict with any provision of the Development Agreement; and (vi) the Town gives written notice to the Owner, as defined in the Development Agreement, in accordance with the notice requirements of the Development Agreement prior to applying the amendment to Tract 1. Such written notice shall describe with specificity the amendment that applies and the public safety purpose served by the amendment, and shall include a certified copy of the ordinance adopting the amendment. Notwithstanding the foregoing, no amendment shall apply to any portion of Tract 1 subject to an approved preliminary or final plat.

(c) All construction shall comply with the applicable requirements of the International Building Code, International Residential Code, International Energy Conservation Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, International Existing Building Code, International Property Maintenance Code, International Private Sewage Disposal Code, 2009 editions as published by the International Code Council, and the National Electrical Code, 2008 edition, as published by the National Fire Protection Association, including local amendments to such codes adopted by the Town and in effect on the date of the adoption of this Ordinance. If the Town and at least five of the following eight cities adopt a local amendment to these building codes after the effective date of this Ordinance, these building codes shall be deemed to be revised to include such local amendment: The Colony, Corinth, Denton, Highland Village, Lake Dallas, Oak Point, Roanoke, and Trophy Club.

2.2 Permits. Development and use of Tract 1 shall be subject to the standard Town permitting process that is generally applicable to structures in the Town's corporate limits, which process includes, but is not limited to, requirements for building permits, certificates of occupancy, and sign permits.

2.3 Permitted Uses. The following uses are permitted by right on Tract 1:

(a) Single family residences.

(b) Amenity center in connection with single family residences.

(c) Police, fire, and emergency services facilities.

(d) Parks and open space.

(e) Model homes.

(f) Schools, public or private.

(g) Temporary concrete or asphalt batch plants associated with construction on the Property.

(h) Temporary construction offices associated with construction on the Property, which may be located in a trailer, manufactured home, or other type of structure.

(i) Temporary sales offices associated with the development of the Property, which may be located in a trailer, manufactured home, or other type of structure.

(j) Accessory uses.

Multi-family development is expressly prohibited on Tract 1.

2.4 Development Standards. All development shall comply with the requirements in Table 1 for Lot Type A or Lot Type B.

Table 1 - Development Standards		
Development Standard	**Lot Type A**	**Lot Type B**
Minimum Lot Size (Square Footage)	5,750	7,000
Minimum Lot Width at Front Building Line (Front Yard Setback Line)	50 feet	60 feet
Average Lot Depth for all Single Family Lots within Tract 1	115 feet	118 feet
Side Yard Setback	5 feet	5 feet
Corner Lot Side Yard Setback	10 feet	10 feet
Front Building Line of Home	15 feet	15 feet
Garage Setback from Sidewalk	20 feet	20 feet
Rear Building Line	20 feet	20 feet

Front Porch Setback	10 feet	10 feet
Minimum House Size (Square Footage)	1,500	1,800
Building Height Maximum	35 feet	35 feet
Minimum Roof Pitch	6:12	6:12
Roof Material	Minimum 30 Year	Minimum 30 Year
Covered front Porch Requirement	20 percent of homes	20 percent of homes
Maximum Number of Type A Lots within the Property*	85%	N/A
Minimum Number of Type B or Larger Lots within the Property*	N/A	15%

*These requirements shall be measured at the time of the approval of the preliminary plat for the final development phase of the Property.

2.5 Screening and Fence Requirements.

(a) Fencing on corner lots facing side streets shall be enhanced wooden fences (board-on-board or another design, with a top cap), or wrought iron or tubular steel fencing. All enhanced fencing on corner lots facing side streets shall be of a consistent design and material throughout the development.

(b) Fencing facing open space, parks, floodplain, or flowage easements shall be wrought iron or tubular steel.

(c) Sanitary sewer lift stations must be screened by a minimum eight-foot high masonry wall. Masonry means brick, stone, cast stone or stucco. An enhanced wooden fence with a vegetative buffer may be substituted for a masonry wall with the approval of the Town Manager.

2.6 Landscaping Requirements.

(a) A minimum of one tree in the right-of-way and one additional tree in the front yard is required on each single family lot. Trees shall be a minimum of three inches in caliper and be one of the species listed below to satisfy these requirements:

(i) Trees in the Right-of-Way: Cedar Elm, Chinquapin Oak, Urbanite Ash, Chinese Pistache.

(ii) Front Yard Trees: Cedar Elm, Chinquapin Oak, Urbanite Ash, Chinese Pistache, Bald Cypress, Lacebark Elm, Live Oak, Bur Oak, and Red Oak.

(b) All yards must have full sod and irrigation in the required front and side yard setback areas prior to occupancy.

(c) All required landscaping shall be irrigated and maintained.

2.7 Residential Architectural Standards. The following residential architectural standards shall apply to all single family homes:

(a) Gifts to the Street. All residences shall include at least four of the following design features to provide visual relief along the front of the residence:

(i) Architectural garage doors (cedar/wood clad or double doors with decorative hardware).

(ii) Bay window.

(iii) Brick chimney on exterior wall visible from the front of the home.

(iv) Cast stone accents.

(v) A covered front porch.

(vi) Dormers.

(vii) Gables.

(viii) Garage doors that do not face the front yard.

(ix) A recessed front entry with a minimum depth of three feet.

(x) Variable roof pitch.

(xi) Shutters.

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

(c) Garages. All residential lots shall provide a two-car (or larger) garage.

(d) HVAC Screening. All buildings shall be designed such that mechanical equipment (HVAC, etc.), excepting vents and stacks, is not visible from the public right-of-way or open space, or is screened by shrubs or fencing. The minimum height of shrubs at the time of installation/planting shall be at least three feet.

(e) Lighting. Street lights shall be installed and located as required by the Town's Subdivision Regulations. All street lights will be LED. The developer may install street name signs and stop signs on street light poles, as shown on Attachment 7 to this **Exhibit H**.

(f) Sidewalks. Sidewalks shall have a minimum width of five feet, and shall be constructed by the builder prior to home occupancy. Sidewalks may be constructed on a lot by lot basis as homes are built. Barrier free ramps shall be constructed at street intersections in connection with the construction of roadway improvements.

(g) Side Yards. Every part of a required side yard (including side yards adjacent to a street) shall be open and free of structures except for fences, accessory buildings, air conditioning units & ordinary projections of window sills, belt courses, cornices and other architectural features not more than 18 inches into the required side yard, and roof eaves projecting not more than 36 inches into the required side yard.

2.8 Access. Both alley and street access is permitted for residences.

2.9 Restrictions on Property Formerly Located in Prosper's ETJ. Notwithstanding anything on the contrary in this Ordinance, the portion of the Property described on **Exhibit I** shall be subject to the following restrictions: development shall not exceed an average residential density of 4.25 single family dwelling units per gross acre within the area described on **Exhibit I**; multifamily dwelling units are prohibited within the area described on **Exhibit I**; at least 13 acres of common area and/or open space shall be provided within the area described on **Exhibit I**; and the exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of a minimum of 90 percent masonry. For purposes of this Section 2.9, the term masonry shall mean clay fired brick, natural and manufactured stone, granite, marble, stucco, and architectural concrete block. Masonry shall also include cementitious fiberboard, but cementitious fiberboard may only constitute 50 percent of stories other than the first story; however, cementitious fiberboard may not be used as a facade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiberboard may also be used for architectural features, including window box-outs, bay windows, room dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features. The remaining ten percent of the exterior facades of a main building or structure, excluding glass windows and doors, shall not be wood, vinyl, or EIFS.

ARTICLE III
TRACT 2

3.1 Applicable Regulations for Tract 2.

(a) Except as otherwise provided herein for uses permitted by Section 2.3, Tract 2 shall be subject to the Zoning Ordinance. Amendments to the Zoning Ordinance adopted after the date of the adoption of this Ordinance shall not apply.

(b) Tract 2 shall be subject to the Subdivision Regulations, as defined above. No amendment to the Subdivision Regulations adopted after the adoption of this Ordinance shall apply to Tract 2 unless all of the following criteria are met: (i) the amendment is generally

applicable to all property located in the Town's corporate limits and ETJ; (ii) the amendment relates only to public infrastructure design; (iii) the amendment is adopted for public safety reasons; (iv) the amendment has been adopted by at least five other cities in north Texas, each with a population of over 100,000; (v) the amendment does not conflict with any provision of this Ordinance; and (vi) the Town gives written notice to the property owner(s) identified on the tax rolls prior to applying the amendment to Tract 2. Such written notice shall describe with specificity the amendment that applies and the public safety purpose served by the amendment, and shall include a certified copy of the ordinance adopting the amendment. Notwithstanding the foregoing, no amendment shall apply to any portion of Tract 2 subject to an approved preliminary or final plat.

(c) All construction shall comply with the applicable requirements of the International Building Code, International Residential Code, International Energy Conservation Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, International Existing Building Code, International Property Maintenance Code, International Private Sewage Disposal Code, 2009 editions as published by the International Code Council, and the National Electrical Code, 2008 edition, as published by the National Fire Protection Association, including local amendments to such codes adopted by the Town and in effect on the date of the adoption of this Ordinance. If the Town and at least five of the following eight cities adopt a local amendment to these building codes after the effective date of this Ordinance, these building codes shall be deemed to be revised to include such local amendment: The Colony, Corinth, Denton, Highland Village, Lake Dallas, Oak Point, Roanoke, and Trophy Club.

3.2 Site Plans. Site plans shall be required for Tract 2 development in accordance with Section 106-17 of the Zoning Ordinance, provided, however, no site plan shall be required for single family residences, parks or open space, model homes, or structures associated with temporary uses. Site plan approval is not discretionary, and site plans shall be approved if they demonstrate compliance with applicable regulations under this Ordinance.

3.3 Landscape and Amenity Plans. Plans for landscaping and amenities to be provided in connection with a specific phase of development in Tract 2 shall be approved by the Town Manager or his or her designee upon a finding that the plans demonstrate compliance with the requirements of this Ordinance. Such plans shall be approved prior to the final plat for that phase being filed in the deed records.

3.4 Development Regulations.

(a) Except as otherwise provided for uses permitted by Section 2.3, Tract 2 shall have a base zoning district of Light Commercial (LC) for multi-family and non-residential uses; a base zoning of Duplex (D) for two family residences; and a base zoning district of Townhome (TH) for all townhouses. Notwithstanding anything to the contrary, development of uses permitted by Section 2.3 within Tract 2 shall be governed by Article II in lieu of this Article III, and shall not be subject to any base zoning district regulations.

(b) A maximum of 40 acres within Tract 2 may be developed as multi-family.

(c) A minimum of 15 acres within Tract 2 must be developed with non-residential uses.

(d) No building, structure, land or premises in Tract 2 will be used, and no building or structure shall hereafter be erected, constructed, reconstructed or altered, except for one or more of the uses specified in Table 1 below. Uses permitted under Table 1 are permitted as noted in Table 1 notwithstanding any conflicting restrictions that may apply under the base zoning district regulations.

P = Permitted Use
C = Permitted Use with Conditions
S = Specific Use Permit
L = Permitted Use; will require a Specific Use Permit for more than one

Table 1	
Section	PD-UP
Primary Residential Uses	
Ambulatory Care Facility	P
Boarding House or Rooming House	
HUD-Code Manufactured Home	See Section 4.7
Industrialized Housing	
Mixed Use Building	P
Mobile Home	
Multi-family Residence	P
Nursing Home	P
Single-Family Residence, Detached	P
Townhouse	P
Two Family Residence	P
Accessory & Incidental Uses	
Accessory Building to main use	C
Caretaker's/Guard's Residence	C
Construction Yard, Field Office Temporary	C
Farm Accessory Building	
Home Occupation	C
Open Storage	C
Seasonal Sales - Indoor	P
Seasonal Sales - Outdoor	C

Institutional and Special Uses	
Assembly Uses (Non Profit)	P
Athletic Stadium, or Field	P
Cemetery or Mausoleum	S
College, University, Trade, or Private Boarding School	P
Farm, Ranch, Stable, Garden, or Orchard	P
Fraternal Organization, Lodge, Civic Club, Fraternity or Sorority	P
Golf Course, Tennis Club, Polo Club, or country club (Private)	P
Group Home	
Gun Range (Indoor)	S
Gun Range (Outdoor)	
Hospital	P
Municipal Uses Operated by the Town of Little Elm	P
Museum / Art Gallery	P
Park or Playground	P
Recreation Center	P
School, Public	P
School, Private or Parochial	P
Commercial Wedding Chapel	P
Medical Center	P
Other Institutional	P
Club Sports Facilities	P
Infrastructure Type Uses	
Airport/Landing Field/Heliport	C
Communication Tower	C
Electrical Power Generating Plant	S
Electric Substation	P
Private Utility, Other than listed	P
Sewage Pumping Station	P
Sewage Treatment Plant	S
Telephone Exchange	P
Transit Center / Bus Terminal	P
Utility / Transmission Line	P
Water Reservoir, Water Pumping Station, Water Well	P
Water Treatment Plant	P
WECS (Wind Energy Conversion System)	C
Solar Energy Conversion System	P

Retail Uses	
Alcohol Sales	P
Antique Shop and Used Furniture (Inside)	P
Arcade	S
Bakery and confection works	P
Building Material and Hardware Sales	P
Convenience Store	P
Discount, grocery, variety, or department store	P
Farmer's Market	P
Feed Store	P
Florist	P
Furniture, Home Furnishings and Appliance Store	P
Greenhouse or nursery for retail plant sales	P
Heavy Machinery Sales and Storage	P
Liquor Store or Bar	L
Pet Shop	P
Portable Building Sales	
Restaurant or Café (drive-in, drive-thru)	P
Restaurant or Café (no drive-in or drive-thru service)	P
Retail Shops and stores other than listed	P
Theater, Indoor	P
Theater, Drive-in	P
Winery / Brewery Retail Sales	P
Pawn Shop	
Home Improvement Center	P
Pharmacy	P
Service Uses	
Alternative Financial Services	C
Bank, Savings and Loan, or Credit Union	P
Bed and Breakfast Inn	P
Body Art Studio	
Cabinet / Upholstery Shop	P
Campground or Recreational Vehicle	
Child Care Center	P
Child Care Center, In-Home	
Cleaning and pressing (Small shop/pickup)	P
Clinic	P
Commercial Amusement, Indoor	P

Commercial Amusement, Outdoor	P
Contractor's Shop with outside storage	
Contractor's Shop inside	P
Custom Personal Service	P
Fairgrounds/Exhibition Area	P
Fortune Teller / Psychic	
Gunsmith	P
Gymnastics/Dance Studio/Martial Arts	P
Health/Fitness Center	P
Household Appliance Service and Repair	P
Incidental retail and service uses	P
Laundry and cleaning self service	P
Mortuary / Funeral Parlor	P
Motel or Hotel	P
Office, professional and general administrative	P
Personal Service (Other than listed)	P
Print Shop, Retail	P
Sexually Oriented Businesses	
Studio for photographer, musician, artist, etc	P
Studio for radio or television	P
Taxidermist	P
Veterinarian Clinic and/or Kennel, Indoor	P
Veterinarian Clinic and/or Kennel, Outdoor	
Nail Salon	P
Barber Shop / Hair Salon	P
Tanning Shop	P
Shoe Repair	P
Tailor	P
Title Loans / Cash Services	
Catering	P
Automobile & Related Uses	
Auto / Boat Repair, Major	
Auto / Boat Repair, Minor	P
Auto / Boat Parts Sales, Inside	P
Auto / Boat Leasing	P
Auto / Boat Sales	
Auto / Boat / RV Storage	
Auto Service Center (No Repair)	
Car Wash, Automated	P
Car Wash, Self-Serve	

Commercial Parking Lot or Garage (Light Load Vehicles only)	
Gas Pumps / Fuel Sales	P
Heavy Equipment/Truck Storage/parking	
Motorcycle Sales/Service	
Manufactured/Mobile Home Display and Sales	
Truck, Heavy Equipment, RV, Bus Repair	
Truck, Trailer, RV and Bus Sales, Leasing	
Truck Terminal	
Rental Car Sales	
Auto Service Center (No Repair)	
Industrial & Manufacturing Uses	
Cleaning and Dying Plant, commercial	
Concrete/Asphalt Batching Plant	
Heavy Manufacturing or Industrial Uses	
Light Manufacturing or Industrial Uses	
Mini-warehouse / Self-Storage	P
Office Showroom / Office Warehouse	P
Warehouse/Distribution Center	P
Printing Plant	P
Research and Development Center	P
Salvage Yard Wrecking Yard	
Welding Shop	
Winery / Brewery Manufacturing	P

3.5 Mixed Use Development Standards. The regulations in this Section 3.5 apply to all non-residential uses.

(a) Height. Non-residential buildings shall not exceed 60 feet in height, subject to the following additional restrictions: (a) portions of buildings within 120 feet of a single-family residential lot may not exceed 45 feet in average height; and (b) beyond 120 feet, the building must fit within a plane created by a slope of one foot in additional height above 45 feet for each additional three feet from the property line.

(b) Lot Size. The minimum lot size for non-residential lots is three quarters of one acre (0.75 acre), unless otherwise approved through the site plan process.

(c) Front Yard. For non-residential uses, the minimum front yard shall be 20 feet, and the maximum front yard shall be 100 feet.

(d) Side Yard. Where a non-residential lot abuts upon the side of a lot used for or zoned exclusively for residential uses, there shall be a side yard of not less than five feet, otherwise no side yard shall be required. If a side yard is provided, but not required, the side

yard shall be not less than five feet. On a corner non-residential lot that backs up to a lot used for or zoned exclusively for single family uses, the corner side yard requirement of the non-residential lot shall be the same as the front yard requirement for the single family lot.

(e) Rear Yard. No rear yard setback shall be required for a non-residential lot except when adjacent to lots used for or zoned exclusively for residential uses, in which case a minimum 35-foot rear setback shall be required.

(f) Width of Lot. The minimum width of a non-residential lot shall be 50 feet.

(g) Signage.

(i) Outdoor, internally-illuminated advertising signs may have a background, letters and/or symbols of any color combination.

(ii) The maximum area for a commercial monument sign shall be 100 square feet.

(iii) The maximum height for a commercial monument sign shall be ten feet.

(iv) The maximum area for a multi-tenant monument sign shall be based upon the size of the development, as follows: (1) for five acres or less, 150 square feet; and (2) for every acre over five acres, the sign size may be increased by ten square feet with a maximum allowed area of 240 square feet.

(v) The maximum height of a multi-tenant monument sign shall be 24 feet.

(vi) For each one linear foot of primary building face, a maximum of three square feet of wall sign is allowed, not to exceed a maximum of 200 square feet of wall signage per building or tenant. Big box primary tenants may use a total of 400 square feet. A big box primary tenant is one with a minimum of 50,000 square feet of floor area.

(h) Landscaping. Landscaping shall conform to the requirements for non-residential development found in Section 106-105(d) of the Zoning Ordinance. In addition to these requirements, the following perimeter landscaping requirements apply:

(i) A minimum 30-foot front landscape setback adjacent to U.S. 380 shall be maintained. The landscape setback shall generally consist of trees, shrubs, groundcover, berms and/or related elements.

(ii) For the perimeter landscaped area adjacent to U.S. 380, one large canopy tree and one small ornamental tree shall be required for each 30 linear feet of street frontage. Trees may be grouped or clustered to facilitate site design.

3.6 Multi-Family Development Standards. Multi-family development shall comply with the following requirements:

(a) The maximum density shall be 20 dwelling units per net acre. Net acreage excludes areas within the 100-year floodplain. Each tract shall be calculated separately.

(b) Building height shall be limited to 60 feet and four stories. When adjacent to lots used for or zoned exclusively for single family uses, building height shall be limited to 35 feet and two stories for buildings, or portions of buildings, within 50 feet of the shared property line. Beyond 50 feet from the shared property line, the maximum permitted height may increase above 35 feet at a rate of one foot for each additional foot the building is set back from the shared property line beyond the first 50 feet, to the maximum permitted height of 60 feet and four stories. No other building height requirements shall apply to multi-family development.

(c) Masonry facades are defined as stone, brick or stucco. No more than 60 percent of any one masonry product shall be used.

(d) The minimum parking requirement shall be two spaces for each dwelling unit with two or less bedrooms and three spaces for each dwelling unit with three or more bedrooms. Non-gated public parking shall be required at a ratio of one space for each 400 square feet of non-residential floor area. A minimum of six parking spaces are required to be located within 50 feet of the mail kiosk.

(e) Screening adjacent to single family uses shall be required in the form of a minimum eight foot high masonry wall, and the remaining perimeter shall be screened with a minimum six foot high black tubular steel fence with masonry columns spaced 40 foot on center, unless the developer elects to construct a masonry wall in lieu of the wrought iron fence. Fencing along the power line easement may consist of a minimum six foot high black tubular steel fence. No other perimeter screening requirements shall apply to multi-family development.

(f) Lot coverage and usable open space regulations shall not apply as long as 20 percent of the net acreage is used as landscape open space, which shall be calculated separately for each phase. Landscaped courtyards (including sidewalks within courtyards), all green spaces outside of the floodplain, and perimeter buffers count as credit towards landscape open space.

(g) Landscaping shall be provided by planting an evergreen tree every 25 feet along lots used or zoned exclusively for single family uses, a large canopy tree every 30 feet along rights-of-way and along power lines, a large canopy tree every 50 feet along perimeters, a large canopy tree at the terminus of each parking row, a large canopy tree for each 5,000 square feet of required open space, and a small ornamental tree for each 5,000 square feet of required open space. Trees may not be double counted for credit, and no species shall constitute more than 25 percent of the plantings required by this paragraph. No other landscaping requirements shall apply to multi-family development.

(h) A minimum ten-foot wide landscape buffer is required along the perimeter and power lines, and a minimum 20-foot wide landscape buffer is required along rights-of-way and adjacent to lots used or zoned exclusively for single family uses.

(i) Building setbacks shall be a minimum of 20 feet from rights-of-way and adjacent to lots used or zoned exclusively for single family uses, and a minimum of ten feet from all other property lines and from power line easements. These are the exclusive setback requirements that apply to multi-family development.

(j) Amenities shall be provided by each phase, per the following: a minimum 1 pool, a minimum 1,000 square foot exercise facility, outdoor picnic tables and grills every 50 units, and a minimum 1 sports court or field and a playground for each phase. The Development Services Director has the ability to approve comparable alternatives to the Amenities listed. No other amenity requirements shall apply to multi-family development.

3.7 Two Family Residences. Except as otherwise provided by this Ordinance, two family residences shall be developed in accordance with the Duplex (D) zoning district regulations.

3.8 Townhouses. Except as otherwise provided by this Ordinance, townhouses shall be developed in accordance with the Townhome (TH) zoning district regulations.

3.9 Park Land. All parkland dedication requirements are satisfied by the development of Union Park as shown on the Concept Plan, so long as a minimum eight-foot wide concrete trail connects Tract 2 with the trail system in Tract 1 at the time a certificate of occupancy is issued for multi-family development within Tract.

ARTICLE IV
GENERAL PROVISIONS APPLICABLE TO TRACTS 1 AND 2

4.1 PD Site Plan. The requirement for a site plan at the time of creation of this planned development district is waived. The only site plan requirement shall be the requirement set forth in Section 3.2 above.

4.2 Concept Plan; Schools.

(a) Development of the Property shall comply with the Concept Plan. Trails, parks, and open space shall be provided in accordance with the Concept Plan, provided, however, no more than 45 acres of open space shall be required. Trails, parks, and other open space within a platted phase of development shall be provided with that phase of development. Any school location shown on the Concept Plan is informational only and subject to change at the option of the affected property owner without the approval of a major modification or minor modification, as those terms are defined herein.

(b) Notwithstanding anything to the contrary in this Ordinance, school buildings and uses, but not associated public infrastructure, shall be subject to all applicable Town regulations, as amended from time to time, including the zoning regulations applicable to schools and to the most restrictive single family zoning district in the then current comprehensive zoning ordinance of the Town of Little Elm.

4.3 Modifications to the Concept Plan and the PD Standards.

(a) Except as otherwise provided below for open space, any major modification, as defined herein, to the Concept Plan or the PD Standards must be reviewed and approved by the Town Council, with such approval not to be unreasonably withheld.

(b) Any minor modification, as defined herein, to the Concept Plan or the PD Standards may be approved by the Town Manager or his or her designee, with such approval not to be unreasonably withheld.

(c) Major and minor modifications to the PD Standards are not permitted for any portion of the Property that will be developed with a school.

(d) A major modification means a significant modification or amendment to either the Concept Plan or the PD Standards that materially impacts the theme, character, or continuity of the integrated development proposed and approved by this Ordinance. A major modification must be reviewed and approved by the Town Council. A major modification includes, but is not limited to, the following:

(i) a change in a particular land use category, as shown on the Concept Plan, other than a change to open space or school uses, that results in a net increase or decrease of more than ten percent of the acreage allocated to such category, or a series of modifications that would collectively result in a net increase or decrease of more than 15 percent of the acreage allocated in such land use category;

(ii) a major traffic impact, which would include the elimination of a major thoroughfare or major collector street, an adjustment in alignment of a roadway of over 1,000 linear feet in any direction, or a change in land use that lowers the level of service despite the implementation of mitigating improvements; or

(iii) any change in open space that would result in a net decrease of required open space of more than ten percent of 4.5 acres. No other modifications to the open space areas shown on the Concept Plan shall require Town approval.

(e) A minor modification means a minor modification or amendment to either the Concept Plan or the PD Standards that does not materially impact the theme, character, or continuity of the development. Minor modifications are authorized upon review and approval of the Town Manager or his or her designee. An approved minor modification will be evidenced by a memorandum filed by the Town Manager, or designee, with the Town Secretary with notice provided to the applicant who requested the modification. A minor modification includes, but is not limited to, the following:

(i) A change in a particular land use category shown on the Concept Plan, other than a change to open space or school uses, that results in a net increase or decrease of less than ten percent of the acreage allocated to such category, or a series of modifications that would collectively result in a net increase or decrease of less than 15 percent of the acreage allocated to such land use category; or

(ii) an adjustment in the alignment a roadway of less than 1,000 linear feet in any direction; or

(iii) an adjustment in open space use that does not affect the overall amount of open space required to be provided pursuant to this Ordinance; or

(iv) an adjustment in the trail plan that does not affect the continuity of the system as shown on the Concept Plan; or

(v) an adjustment or relocation of public utility infrastructure that does not affect the adequacy of such infrastructure; or

(vi) any modification that is an interpretation, elaboration, refinement or clarification of any applicable regulations.

4.4 Property Owners Association. One or more property owners associations shall be created for the ownership and maintenance of all privately owned common areas within the Property.

4.5 Oil and Gas. The development and production of oil and gas is prohibited.

4.6 Emergency Sirens. An emergency siren shall be constructed with phase one of the development of the Property on the western portion of the Property near the existing middle school.

4.7 Temporary Manufactured Homes. A maximum of five HUD-certified manufactured homes may be located on the Property, at any given time, for any purpose necessary for the creation or administration of the District (including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). The applicant will notify the Town of the location of, make and model of, HUD number for, and 911 address of each home within 30 days after the home is occupied. Manufactured homes permitted by this Ordinance: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a certificate of substantial completion; (d) do not otherwise have to comply with any Town ordinances regulations; (e) do not require any permit or other approval by the Town; and (f) will be promptly removed when no longer needed for the creation or administration of the District. Manufactured homes shall, however, be subject to all permits or approvals otherwise required by Denton County.

4.8 Signs. Signs shall comply with this Ordinance and Chapter 86 of the Town's Code of Ordinances, as amended. The types, styles, number, and sizes of signs shown on Attachments 1 and 2 to this **Exhibit H** are permitted. In the event of a conflict between Chapter 86 and this Ordinance, this Ordinance shall control. The 36 foot by 18 foot sign shall be removed not later than such time as 90 percent of the single family homes on the last final plat of the Property have been sold or by December 31, 2035, whichever occurs first.

4.9 Development Charges.

(a) Except as otherwise provided in this Section 4.9, development and use of the Property shall be subject to the payment of the fees identified on Attachment 11 to this **Exhibit H**, including amendments to the fee schedule that are adopted by the Town Council and

generally applicable to all property within the Town's corporate limits, except that new categories or types of fees not in existence on the date of this Ordinance shall not apply unless the affected property owner agrees in writing. No inspection fee shall be required for the inspection of water and wastewater improvements.

(b) A reduced inspection fee shall be required for drainage and roadway improvements, and shall be equal to 0.5 percent of the cost to construct drainage and roadway improvements.

(c) A capital recovery fee of $2,500 for each single family home shall be paid to the Town as a condition to the issuance of a building permit for each such home. The amount of this fee may be increased based on the Consumer Price Index at any time, and an amendment to this Ordinance shall not be required to cause the increased fee to take effect. Applicants shall contact the Town Manager or his or her designee to confirm the amount of capital recovery fees at the time of building permit application.

(d) No fees are required in connection with parks, including, but not limited to, payment of fees in lieu of park land dedication or fees for park improvements.

(e) All roadway impact fees adopted pursuant to Chapter 395 of the Texas Local Government Code are waived.

(f) No water or wastewater impact fees or other water or wastewater capital recovery fees of any type are required in connection with the development of the Property.

4.10 Master Thoroughfare Plan. Development of the Property shall not necessitate the construction of, or dedication of right-of-way for, any of the thoroughfares shown on the Master Thoroughfare Plan within or adjacent to the boundaries of the Property.

4.11 Fishtrap Road and Byran Road. Notwithstanding anything to the contrary on the Concept Plan, portions of Union Park, as shown on the Concept Plan, that overlap Fishtrap Road or Byran Road are not required to be developed unless the Town abandons those overlapping portions of Fishtrap Road and Byran Road.

4.12 Highway 380. Right-of-way for Highway 380 shall be dedicated as shown on Attachment 13 to this **Exhibit H** when required by the Texas Depart of Transportation. No other right-of-way dedication for Highway 380 shall be required. Improvements to Highway 380 shall be constructed as shown on Attachment 14 to this **Exhibit H**.

4.13 FM 1385. Right-of-way for FM 1385 shall be dedicated as shown on Attachment 15 to this **Exhibit H** upon written notice from the Town that the right-of-way is needed to commence construction of improvements to FM 1385. Right-of-way dedication shall be limited to 30 feet in width. No other right-of-way dedication for FM 1385 shall be required. A secondary entrance from the Property onto FM 1385 is permitted, as generally shown on the Concept Plan. Development of portions of the Property adjacent to FM 1385 shall include a landscape buffer with a minimum width of 20 feet. The buffer shall include trees planted at 30 feet on center with a masonry screening wall that is a minimum of six feet in height.

4.14 Navo Road. Navo Road may be realigned as shown on Attachment 12 to this **Exhibit H**. The developer may rename the portion of Navo Road to be realigned at the time of platting adjacent portions of the Property. Development of portions of the Property adjacent to Navo Road shall include a landscape buffer with a minimum width of ten feet. The buffer shall include trees planted at 30 feet on center; a #1 grade cedar board-on-board screening fence that is a minimum of eight feet in height, with a decorative cap and trim, metal posts, stained cedar, and masonry columns. The first five feet of Navo Road right-of-way adjacent to the Property shall be planted with continuous landscaping that includes shrubs, groundcover, and/or vines.

4.15 Alcohol Sales. Notwithstanding any ordinance or requirement of the Town to the contrary, whether or not in existence at the time of the adoption of this Ordinance, spacing requirements for establishments within the Property selling alcohol shall not apply, including, but not limited to, spacing requirements from churches, residences, schools, or hospitals.

4.16 Effect of Overlay Districts. Notwithstanding any ordinance of the Town to the contrary, whether or not in existence at the time of the adoption of this Ordinance, no overlay zoning district regulations shall apply to the Property.

4.17 Prohibited Uses. Notwithstanding anything to the contrary in this Ordinance or the Zoning Ordinance, the following uses are prohibited: sexually oriented businesses, body art facilities, smoke shops, vice paraphernalia, gaming or slot machines, lewd merchandise sales, and pawn shops.

ATTACHMENT 1

SIGNAGE

NOT TO SCALE

TBG

TEMPORARY MARKETING SIGNS PLAN

LITTLE ELM, TEXAS

AUGUST 2013

UNION PARK

ATTACHMENT 2

MONUMENTATION

TBG

SUGGESTED MONUMENTATION PLAN

LITTLE ELM, TEXAS

AUGUST 2013

UNION PARK

ATTACHMENT 3
SPECIAL REGULATIONS

All section references on this **Attachment 3** are references to sections of the Subdivision Regulations (as defined on **Exhibit H**), which are modified as set forth on this **Attachment 3**. Italicized text indicates the addition of new language modifying the Subdivision Regulations, and text that has been struck through indicates the deletion of language from the Subdivision Regulations.

SECTION ONE. – GENERAL CONDITIONS, A. INTERPRETATION.

In the interpretation and application of the provisions of these regulations, it is the intention of the town council that the principles, standards and requirements provided for herein shall be minimum requirements for the platting and developing of subdivisions in the Town of Little Elm and, where other ordinances of the town are more restrictive in their requirements, such other ordinances shall control. *The Town Manager or his or her designee may waive or modify any of the regulations in the Subdivision Regulations or these Special Regulations upon receipt of a written request from the applicant.*

SECTION ONE. – GENERAL CONDITIONS, C. DEFINITIONS.

Subdivision. A division of any tract of land situated within the corporate limits, or within the extraterritorial jurisdiction of such limits, in two or more parts for the purpose of laying out any subdivision of any tract of land or any addition of any town or city, or for laying out suburban lots or building lots, or any lots and streets, alleys or parts or other portions intended for public use or the use of purchasers or owners of lots fronting thereon or adjacent thereto. Subdivision includes resubdivision, but it does not include ~~the division of land for agricultural purposes~~ *any division of a tract of land into parcels greater than five acres where each part has public street access and no public improvement is being dedicated* ~~in parcels or tracts of five acres or more and not involving any new street, alley or easement of access~~.

*Notwithstanding any other provision of this Ordinance or any other Town ordinance, rule or regulation to the contrary, the conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the purpose of qualifying such person to be a member of the board of directors of the District (as defined on **Exhibit H**) shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the Town; provided, however, no building, other than manufactured housing authorized by the PD Standards, shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the Town.*

SECTION ONE. – GENERAL CONDITIONS, D. SPECIAL PROVISIONS.

~~7.~~ No street shall be more than 1,000 feet in length without an intersection with another street which will provide some degree of flexibility in traffic patterns and public convenience. *A "T" intersection shall be considered an intersection with another street.*

8. Street signs shall be paid for and installed by the developer ~~at the rate established by the town council at the time the final plat filing fees are paid~~.

SECTION ONE. – GENERAL CONDITIONS, E. IMPROVEMENTS.

The subdivider shall furnish, install and/or construct the water and sewerage systems and the street and drainage facilities necessary for the proper development of the subdivision. All such facilities shall be designed and constructed in accordance with design criteria and standards of this ordinance. ~~Where considered necessary by the town engineer, the facilities shall be sized in excess of that dictated by the design criteria to provide for future growth and expansion. The town council shall establish policies whereby the town would participate in such oversized facilities provided funds are available.~~ *The Town shall not require the oversizing of any public improvements to serve land located outside of the boundaries of the Property.*

SECTION THREE. – PRELIMINARY PLAT, C. PROCESSING OF PRELIMINARY PLAT.

12. Where the proposed subdivision is a unit of a larger tract intended to be subsequently subdivided, the preliminary plat and final plat shall be accompanied by a layout of the entire area showing the tentative proposed layout of streets, blocks, drainage, water, sewerage and other improvements. *A preliminary plat may include all or any portion of the Property. The approved Concept Plan may serve as the preliminary plat, in which case preliminary plat approval shall not be required.*

SECTION THREE. – PRELIMINARY PLAT, C. PROCESSING OF PRELIMINARY PLAT.

1. Upon receipt of the preliminary plat and required filing fee, the planning director or the designated subordinate, shall check the plat as to its conformity *with the Subdivision Regulations (as defined in **Exhibit H**) as modified by this planned development district Ordinance*, ~~the city's [town's] comprehensive plan, land use plan, zoning plan, lot size requirements,~~ subdivision and street names and other applicable town standards. *If the preliminary plat meets the requirements of the Subdivision Regulations (as defined in **Exhibit H**) as modified by this planned development district Ordinance, it shall be approved. No preliminary plat shall be denied on the basis of non-compliance with the Town's comprehensive plan.*

SECTION THREE. – PRELIMINARY PLAT, C. PROCESSING OF PRELIMINARY PLAT.

4. Unless at least a portion of the area covered by the preliminary plat is approved in final plat form within ~~one~~ *three* years from the date of approval of the preliminary plat by the commission, the preliminary plat automatically becomes null and void and must be resubmitted unless a time extension is granted by the planning and zoning commission. No additional filing fees shall be required for an extension.

SECTION FOUR. – FINAL PLAT, D. FORM AND CONTENT.

1. The final plat and accompanying data shall conform to the preliminary plan as conditionally approved by the commission incorporating all changes, modifications, alterations, corrections and conditions imposed by the commission. *A final plat may include all or any portion of an approved preliminary plat.*

SECTION FOUR. – FINAL PLAT, E. PROCESSING OF FINAL PLAT AND CONSTRUCTION PLANS.

1. Upon receipt of the final plat with construction plans and the required filing fees, the town manager or his designated subordinate shall check the plat as to its conformity *with the Subdivision Regulations (as defined in **Exhibit H**) as modified by this planned development district Ordinance,* ~~the city's [town's] comprehensive plan, land use plan, zoning plan, lot size requirements,~~ subdivision and street names and other applicable town standards. *If the final plat meets the requirements of the Subdivision Regulations (as defined in **Exhibit H**) as modified by this planned development district Ordinance, it shall be approved. No final plat shall be denied on the basis of non-compliance with the Town's comprehensive plan.*

2. The ~~town manager~~ *developer* shall transmit one copy of the final plat and construction plans to the town engineer who will check it for conformity with applicable engineering standards and specifications set forth herein as well as with generally accepted engineering principles when not covered specifically herein. The town engineer shall *send* the plan to the town manager with his suggestions as to modifications, additions, alterations or other matters pertinent to the plat.

3. At the regularly scheduled planning and zoning commission meeting the planning and zoning commission shall act on the plat and, if all requirements are completed *and the plat meets the requirements of the Subdivision Regulations (as defined in **Exhibit H**) as modified by this planned development district Ordinance*, shall then forward it to the town council with its recommended approval~~, disapproval or conditional approval with enumerated conditions~~.

4. After approval and adoption of the final plat and plans by the town council ~~and~~ the endorsement of the mayor attested by the town secretary~~, have been~~ *shall be* placed on the plat. ~~the plat shall be retained by the town manager until after the subdivider has delivered to the town manager three properly executed copies of the city [town] developer agreement as contained herein. The city [town] developer agreement shall then be executed by the mayor and town secretary and one copy, along with the original tracing of the plat shall be returned to the subdivider. One other copy of the agreement with plat attached shall be transmitted to the town engineer and the third copy shall be retained by the town manager in the permanent town files.~~

5. The approval and adoption of the final plat shall be valid only if filed on record within ~~180 days~~ *2 years* after the date of approval and adoption by the town council. Thereafter, the subdivider must obtain an extension of time from the planning and zoning commission if he wishes to file the plat and such extension may be either granted or denied by the commission at their option, upon filing the plat in the County Records, the developer shall have two photostatic copies made by the Count" [County] Recording Clerk on standard 18 inch by 25 inch sheets showing the volume and page where filed, both copies to he [be]

mailed or delivered to the town manager. One copy will be placed in the permanent plat record book at the town hall and the other will be furnished to the town engineer

6. *The Town shall file the final plat in the deed records upon receipt of the financial guarantee for the completion of the remainder of the required paving and drainage facilities ("Infrastructure") for the said final plat. The financial guarantee shall be in the form of a bond, cash, or letter of credit. The amount of the financial guarantee shall be determined by the cost of the remaining Infrastructure, as approved by the Town Engineer.*

7. *The Town shall release the financial guarantee within four (4) days following the Town's acceptance of the Infrastructure, as defined above.*

SECTION FOUR. – FINAL PLAT, F. ISSUANCE OF BUIDLING PERMITS, FINAL INSPECTION AND ACCEPTANCE.

8. Building permits shall be issued on a subdivision tract only after the town manager has received the copies of the recorded plat as stipulated above and as provided for in section 1, paragraph D-3. Final inspection will not be given on any structure in a subdivision unless all street and drainage facilities as shown on the approved plans are complete in place and accepted by the town for ownership and maintenance, *refer to acceptance checklist below:*

Town of Little Elm
Union Park Streets and Drainage[1] Acceptance Checklist

Project Name:_____

Date:_____

1. Preliminary Inspection of streets and drainage within the referenced project (develop punch list) □
2. Inspection Fees Paid to the Town
   □
3. Receipt of Final Pay Request (incl. Affidavit of Bills Paid & Lien Waivers)
   a. Public Street Improvements □
   b. Public Drainage Improvements □
4. Receipt of Two Year Maintenance Bonds
   a. Public Street Improvements □
   b. Public Drainage Improvements □
5. Receipt of Approved Plans and Approved Final Plat in .pdf format
   □
6. Receipt of "As-Built" Plans in .pdf format
   □
7. Receipt of "As-Built" 24" x 36" roll set of Plans
   □
8. Receipt of Engineer's Letter of Substantial Completion
   □

9. Receipt of Acceptance of the Water and Sanitary Sewer Facilities from Mustang SUD
   □
10. Final Inspection to verify completion of Punch List
   □

Notes:
(1) This acceptance checklist applies to the public streets and drainage only, including erosion control measures, sidewalks (non-builder), traffic signage, and striping. Acceptance of the streets and drainage will not be subject to the completion of street lighting, monumentation, and/or landscaping – irrigation.

SECTION SIX. – CITY [TOWN]-DEVELOPER AGREEMENTS, B. WATER AND SEWERAGE SYSTEM.

The developer shall furnish the town a copy of an executed "Developer-Corporation Agreement" executed by the developer and the Water Supply Corporation, which will assure the town that all water and sewer facilities will be constructed as shown by the approved plans and in accordance with the requirements contained in design criteria and standards.

With special consideration to the fact that the maintenance and operation of the water and wastewater improvements will not be the responsibility or obligation of the Town but the obligation of the Mustang Special Utility District, the water and wastewater improvements are not required to be designed to Town standards. Water and wastewater utility design layouts will be approved by Mustang Special Utility District. Fees owed for water and wastewater utilities and service will be paid to Mustang Special Utility District consistent with Mustang Special Utility District requirements. Water and wastewater utility easements will be approved by and dedicated to the Mustang Special Utility District.

SECTION SIX. – CITY [TOWN]-DEVELOPER AGREEMENTS, C. IMPROVEMENTS REQUIRED IN SUBDIVISION OUTSIDE TOWN LIMITS.

New streets, roads and bridges shall be constructed and installed in accordance with the requirements of the Town *and the Subdivision Regulations (as defined in **Exhibit H**) as modified by this planned development district Ordinance*, for acceptance for maintenance, and all roads shall be dedicated to the public. *However, the Developer reserves the right to transfer the streets, roads, and bridges to the District (as defined on **Exhibit H**) prior to acceptance and transfer of ownership to the Town.*

SECTION SEVEN. – CONTRACTING CONSTRUCTION, DESIGN CRITERIA AND STANDARDS, D. INSTALLATION AND FINANCING.

The subdivider shall arrange with the town and with utility companies franchised to serve the area in which the subdivision is located for the construction costs of streets and alleys, utility lines and other public improvements. The subdivider shall also arrange for the sequence of work

so that underground utilities shall be installed in those portions of streets intended for vehicular traffic before such streets shall be surfaced. If the several improvements required herein have not been installed or constructed prior to submission of the final plat then the final plat shall bear a restriction that no lot shall be occupied ~~and that no municipal services shall be extended thereto~~ until the specified utilities and improvements have been constructed as required.

SECTION SEVEN. – CONTRACTING CONSTRUCTION, WATER SYSTEM AND SEWERAGE SYSTEM.

This section shall not apply.

SECTION SEVEN. – CONTRACTING CONSTRUCTION, STREETS, A. STREET WIDTHS.

~~Street widths for all subdivisions shall be 31 feet from back of curb to back of curb on residential sections.~~ *All streets widths shall be governed by the Subdivision Regulations (as defined in* ***Exhibit H****) as modified by this planned development district Ordinance for all streets within the Property.* ~~which are not governed by one of the following conditions shall be considered residential for width design:~~

~~1. Designated as a collector (which shall be 37 feet from back of curb to back of curb) or thoroughfare (which shall be 46 feet from back of curb to back of curb) by the city's [town's] comprehensive plan.~~

~~2. Adjacent to commercial or multi-family land use where, in the opinion of the city's [town's] engineer or the city's [town's] planner, additional street width is indicated for proper access and circulation.~~

~~3. Where, in the opinion of the town administration or in the opinion of the developer with the concurrence of the town administration, the esthetic value achieved from extra width is dictated by special conditions.~~

~~In the case of [subsection] (1) above, the section to be constructed shall be in accordance with the comprehensive plan or a revision thereof based on updated conditions. In the case of [subsections] (2) and (3), each condition will be studied individually and approved by the town prior to approval of the subdivision in question.~~

SECTION SEVEN. – CONTRACTING CONSTRUCTION, STREETS, B. STREET SECTIONS.

Street sections shall be *in conformance with Attachments 5, 6, and 14 to* ***Exhibit H*** *of this Ordinance. Roadway improvements may be constructed in phases, including construction of one half of a roadway section. A traffic impact analysis or study of any type shall not be required in connection with the use or development of the Property.* ~~as shown on the following pages for residential, collector and thoroughfare type streets. These sections shall govern except in conditions of [subsections] (2) and (3) above. In those instances, each condition shall be studied~~

~~by the city's [town's] staff individually and designed for the specific situation. Such design must be approved by the town prior to approval of the subdivision in question.~~

SECTION SEVEN. – CONTRACTING CONSTRUCTION, STREETS, E. CRITERIA FOR PROPERTY BEING DEVELOPED.

At the option of the developer, required sidewalks shall be installed either with the construction of abutting street improvements or at the building site prior to occupancy.

~~The town may require the construction of the sidewalk improvement in advance of the issuance of a building permit where such sidewalk construction is necessary to protect the public safety.~~

SECTION SEVEN. – CONTRACTING CONSTRUCTION, STORM DRAINAGE, C. STANDARD PROVISIONS FOR STORM DRAINAGE.

...C. An open channel may be permitted to accommodate run-off exceeding the design capacity of a 72 inch pipe, as provided below:

(1) Channels draining an area with a "CA" factor (coefficient of run-off and drainage area, as used in the hereinafter described "rational formula") of less than 600 shall ~~be concrete lined~~ *erosion protection* to the design depth, plus six inch freeboard except that a closed system as provided above may be used. A 20 foot wide access easement shall be provided along at least one side parallel to channel.

(2) Channels draining an area with a "CA" factor between 600 and 1,000 shall be improved to a capacity of the 100 year design discharge by excavation, straightening and realignment, as required, and also the construction of a concrete lined channel having a width of not less than the bottom width with ~~concrete lined~~ *erosion protection* to a depth of at least two feet. Earthen side slopes shall be no steeper then 4:1, horizontal to vertical, and shall be sodded to prevent erosion....

SECTION SEVEN. – CONTRACTING CONSTRUCTION, STORM DRAINAGE, D. RESPONSIBILITY OF OWNER OR DEVELOPER FOR STORM DRAINAGE.

...E. In the event that an owner or developer desires to impound stormwater by excavation, filling or construction of a dam within a property, thereby creating a lake, pond, or lagoon as a part of the planned development of that property, the standard provisions for storm drainage as established in section III of this ordinance shall not be applicable, provided:

1. That an engineering plan for such construction, accompanied by complete drainage design information, prepared by a registered professional engineer, shall have been approved by the Town of Little Elm;

2. That the owner or developer shall have agreed to retain under private ownership *or District (as defined on **Exhibit H**) ownership* the lake, pond, or lagoon

constructed, and to assume full responsibility for the protection of the general public from any health or safety hazards related to the lake, pond, or lagoon constructed;

3. That the owner or developer *or the District (as defined on **Exhibit H**)* shall have agreed to assume full responsibility for the maintenance of the lake, pond, or lagoon constructed;

4. That the obligations herein shall run with the land and shall be a continuing obligation of the owner or owners *or the District (as defined on **Exhibit H**)* of such land;

SECTION SEVEN. – CONTRACTING CONSTRUCTION, OTHER PUBLIC IMPROVEMENTS, A. STREET NAME SIGNS.

The subdivider shall install or shall arrange for the installation of street name signs satisfying the ~~specifications of the city [town]~~ *requirements of the Subdivision Regulations (as defined in **Exhibit H**) as modified by this planned development district Ordinance.*

SECTION SEVEN. – CONTRACTING CONSTRUCTION, OTHER PUBLIC IMPROVEMENTS, D. ELECTRIC POWER AND TELEPHONE SERVICE.

Installation and Financing

The subdivider shall arrange with the town and with utility companies franchised to serve the area in which the subdivision is located for the construction costs of streets and alleys, utility lines and other public improvements. The subdivider shall also arrange for the sequence of work so that underground utilities shall be installed in those portions of streets intended for vehicular traffic before such streets shall be surfaced. If the several improvements required herein have not been installed or constructed prior to submission of the final plat then the final plat shall bear a restriction that no lot shall be occupied and that no municipal services shall be extended thereto until the specified utilities and improvements have been constructed as required.

*Existing three-phase power lines and existing overhead power lines are not required to be buried, including existing overhead power lines that are required to be modified to accommodate the development of the Property. Additional above-ground three-phase power lines may be constructed on the Property as generally shown on Attachment 4 to **Exhibit H** of this Ordinance.*

SECTION SEVEN. – CONTRACTING CONSTRUCTION, OTHER PUBLIC IMPROVEMENTS.

ADD THIS SECTION:

E. WATER WELL.

Water wells may be drilled for irrigation purposes. The Town may require a permit in connection with the water well; however, if the Town fails or refuses to issue the permit, the applicant may drill the water well without a Town permit.

ADD THIS SECTION:

F. TRAILS.

Trails and/or sidewalks shall be constructed of 5-inch (5") concrete on 2-inches (2") of bedding sand on 6-inch (6") subbase to 95 percent compaction. The rebar shall consist of #3 rebar on 18" spacing each way. All trails shall be a minimum of eight feet in width.

SECTION TEN. – PARK LAND DEDICATION

THE PROPERTY SHALL NOT BE SUBJECT TO THIS SECTION TEN OF THE SUBDIVISION REGULATIONS (PARK LAND DEDICATION), AND SHALL INSTEAD BE SUBJECT TO THE FOLLOWING REGULATIONS:

*The park land dedication requirements contained in the Subdivision Regulations shall not apply. A minimum of 45 acres of open space, as defined in the PD Standards, shall be provided within the Property. Ownership and maintenance of open space, including parks, shall be addressed in an agreement between the District (as defined on **Exhibit H**) and the Town, which shall control in the event of a conflict with the Subdivision Regulations.*

The value of the improvements within the 45 acres of open space, as defined in the PD Standards, shall be equivalent to an average of $400 per single family residence, which shall be measured at the time construction of the last home within the Property is completed. If this requirement has not been met, the subdivider shall pay the shortfall to the Town following the completion of construction of the last home within the Property. Eligible costs include, but are not limited to, the costs of sidewalks, land, landscaping, benches, irrigation, fountains, playground equipment, pavilions, trash receptacles, and similar improvements. Parking for Union Park, as identified on the Concept Plan, shall be required at a ratio of a minimum of two spaces per acre of open space, with a maximum of 90 required spaces.

The requirements of this Section 9 shall be the sole and exclusive requirements related to the provision of open space (including parks) and funding of costs related to parks. There shall be no requirement for payment of any park fees.

STANDARD CONSTRUCTION DETAILS.

*Development of the Property shall comply with Attachments 8 through 10 to this **Exhibit H**.*

ADD THIS SECTION:

TREE PRESERVATION.

Except as otherwise provided in this paragraph, the Property shall be exempt from all tree preservation regulations, including, but not limited to, Sections 106-106 through 106-113 of the Town's Code of Ordinances. A minimum of 50 percent of the existing trees that are six inches in caliper or larger, Class 1 and 2, are required to be preserved in the area identified as "Union Park" on the Concept Plan. In addition, the Town shall perform an "on the ground observation" prior to submittal of the construction plans. The applicant shall be responsible for marking the territory for the observation. The applicant, with verification of the Town, shall mitigate the removal of all 24" and larger trees that are Class 1 and 2 within the territory, as outlined in the Sections 106-106 thru 106-113 of the Town's Code of Ordinances in effect on the date of the adoption of this planned development district Ordinance. No other provision of Section 106 of the Town's Code of Ordinances shall apply. This paragraph supersedes anything to the contrary in the Development Agreement, and applies to the entire 757.040-acre Property.

ADD THE FOLLOWING SECTIONS:

The term "District" in the sections below shall be as defined on ***Exhibit H****.*

APPROVAL OF FINAL PLANS AND SPECIFICATIONS.

Before the commencement of construction of each phase within the District, the subdivider or the District, as applicable, shall submit to the Town for approval all final plans and specifications of that phase. If the Town does not approve or disapprove of the plans and specifications within 15 days after written acknowledgement of receipt of plans, such plans and specifications shall be deemed approved. Whenever feasible, as determined by the District, plans for interrelated or dependent systems should be submitted at the same time. After the Town Engineer approves the final plans and specifications, the District shall be authorized by the Town to proceed with construction pursuant to the approved plans and specifications. The term "phase", as used in this paragraph and below on this Attachment 3 to ***Exhibit H****, means any part of the public improvements to be acquired or constructed to serve an area that is economically feasible to serve.*

OWNERSHIP BY TOWN.

As the improvements in each phase are acquired and constructed, including recreational facilities and landscaping improvements, the subdivider shall cause the District to transfer the same to the Town, reserving a security interest therein for the purpose of securing the performance of the Town under this Agreement which performance includes, but is not limited to (i) providing for the adequate maintenance and operation of the improvements, and (ii) providing reasonable and timely review and approval. At such time as the principal, interest, and redemption premium, if any, on the District's bonds issued to acquire and construct the applicable phase have been paid or provided for in full, the District shall execute a release of such security interest with respect to such phase and the Town shall own such phase free and clear of such security interest. The subdivider shall cause the District to transfer all warranties of contractors and subcontractors, if any, and all other rights beneficial to the operation of the

*phase to the Town. The term "improvements", as used in this paragraph and below on this Attachment 3 to **Exhibit H**, means the storm water drainage system, recreational facilities, roads and improvements in aid of roads, and facilities to provide firefighting services constructed to serve any land within the District, including necessary easements, rights-of-way, and sites required for same. The term "bonds", as used in this paragraph, means the bonds, notes, loans, or any other evidences of indebtedness issued or incurred by the District from time to time for the purpose of funding the acquisition, design, development, construction, or financing of the improvements, including any bonds, notes, loans, or other evidences of indebtedness issued or incurred to refund such bonds.*

ACCEPTANCE OF IMPROVEMENTS AND OPERATION BY THE TOWN.

As construction of each phase is completed, representatives of the Town shall inspect the same, and, if the Town finds that the same has been completed in accordance with the final plans and specifications approved by the Town, or any modifications thereof approved by the Town, and in accordance with all applicable laws, rules, and regulations, the Town shall accept the same whereupon ownership of such portion of the improvements shall be transferred to the Town and be operated and maintained by the Town at its sole expense as provided herein (except recreational facilities and landscaping improvements which will be maintained as described below). Such acceptance shall be subject to (i) the District providing the Town with the District Engineer's Certificate of Substantial Completion and the Affidavit of Bills Paid; (ii) the District providing the Town with an electronic GIS mapping plan, including all attributes used in the Town GIS plan at the time of submission in a format acceptable to the Town for each constructed phase; (iii) the District providing the Town with any manuals or other material relating to the proper operation of the improvements; and (iv) the District providing or assigning to the Town easement for such improvements, to the extent required. The Town shall not be responsible for the cost of any repair of the improvements identified by the Town as in need of repair prior to the Town's acceptance. Thereafter, the Town shall accept the improvements and such acceptance shall operate to transfer to the Town all bond and warranties of the contractor and subcontractor.

The Town may accept temporary facilities under certain circumstances satisfactory to the Town. Before such temporary facilities may be put in place, the Town and the District must execute written contracts containing the criteria under which the temporary facilities will be removed. Nothing herein shall be deemed to require the Town to accept or maintain any portion or part of the improvements that is not functionally integrated and operational until the Town deems the improvements are operating in an acceptable manner. In the event the improvements have not been completed in accordance with the final plans and specifications approved by the Town, the Town will advise the District in what manner said improvements do not comply, and the District shall correct the same, whereupon the Town shall again inspect the improvements and accept the same if the defects have been corrected. During the term of this Agreement, the Town will operate the improvements or portions thereof that the Town has accepted and provide service to all users within the District without discrimination consistent with current Town service policy.

MAINTENANCE OF THE IMPROVEMENTS.

In order to provide works and improvements necessary for drainage of land, recreational facilities, roads and improvements in aid of roads, and facilities to provide firefighting services to the portion of Town which lies within the boundaries of the District; in order to assure that the District will have the financial capabilities to extend the services to the present and future landowners within the boundaries of the District; in order to secure the commitment of the District to extend the services without discrimination and on the same basis as extension of services made to all other landowners in the District; and in consideration of the District acquiring and constructing the facilities, the Town is willing to commit and obligate itself to accept title to and to operate and maintain the facilities as set forth below.

Except for recreational facilities and landscaping improvements as described in the following paragraph, and subject to the limitations, if any, which may be provided by law and after acceptance of each integral stage of the improvements, the Town shall at all times maintain the improvements, or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles. The Town and the District will comply with all contractual provisions and agreements entered into by it and with all the valid rules, regulations, directions, or orders by any governmental, administrative, or judicial body promulgating same. If either Party violates any such rule, regulation, direction or order, it shall be solely responsible for any fine, penalty, or sanction imposed on it.

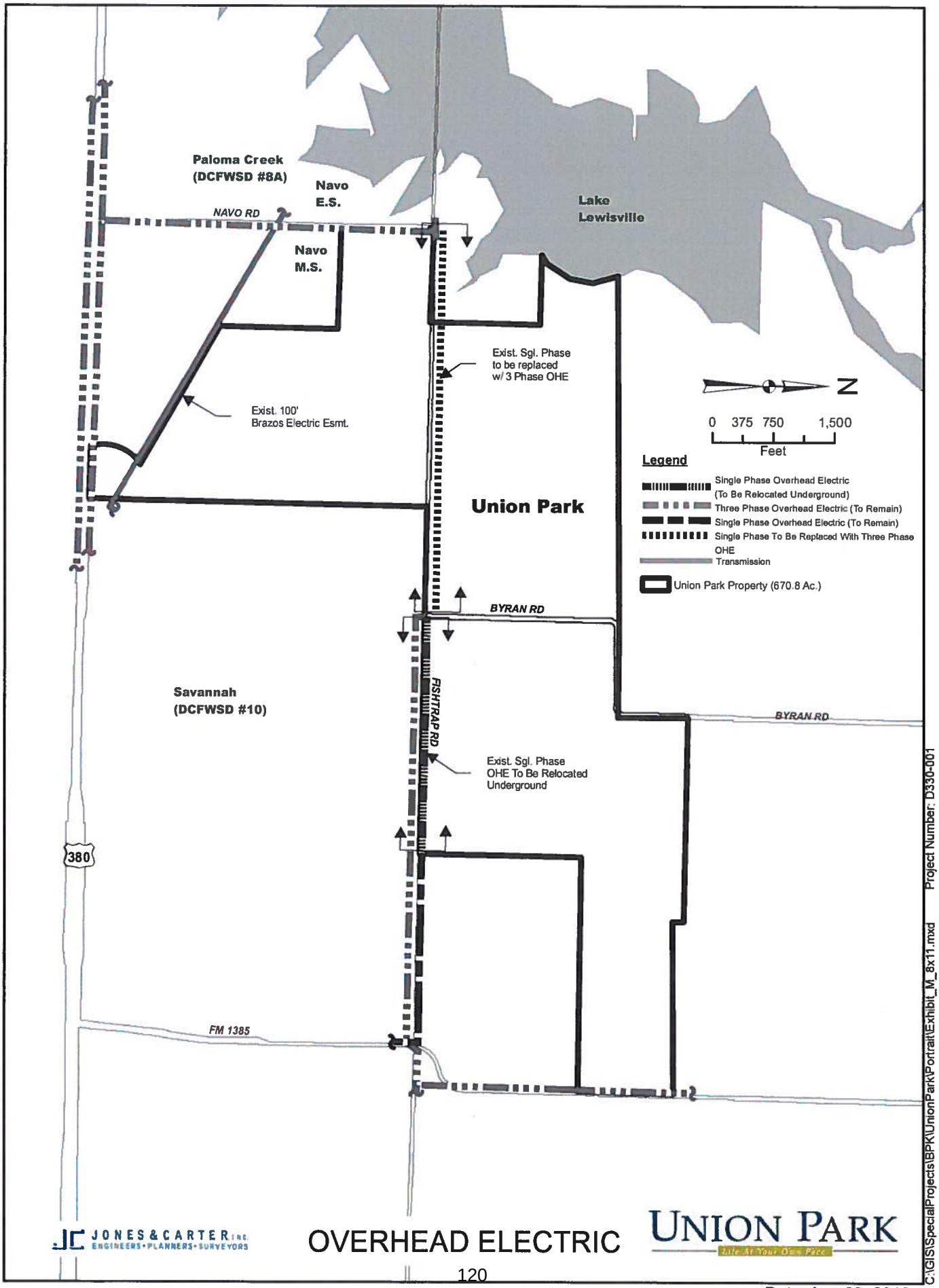
The District will be responsible for the maintenance of those improvements consisting of (i) recreational facilities within the District; and (ii) landscaping improvements along or within street right of way within the District. The conveyance of improvements consisting of recreational facilities and landscaping improvements within or along streets right of way to the Town will include a maintenance easement to the District whereby the District will operate and maintain such recreational facilities and landscaping improvements for the benefit of the Town and the District. Upon dissolution of the District, the Town will assume operation and maintenance of the recreational facilities and landscaping improvements within or along street rights of way.

INSPECTIONS OF IMPROVEMENTS.

In order to avoid the duplication of time and expense of dual inspection and testing of improvements constructed by or on behalf of the District, the Parties have agreed to inspection and testing of improvements as set forth in this section. All public improvements constructed by the District will be inspected by the District's engineer for compliance with (a) the standards of the Texas Commission on Environmental Quality, if applicable; and (b) any other applicable Town Regulations, state or federal law or regulation. The Town has the right, but not the obligation, to inspect for compliance with such requirements. The District's engineer shall provide job site representation for the public improvements to be constructed for or on behalf of the District. The District shall provide the Town with copies of the daily field reports, construction pictures, material testing reports, monthly contractor pay requests, inspection punch lists, and Storm Water Pollution Prevention (SWPP) inspection and compliance reports. The District's engineer shall notify the Town with final acceptance correspondence with respect

to water and wastewater infrastructure dedicated to the Mustang Special Utility District. The District's engineer shall notify the Town of the preconstruction conferences, scheduled construction coordination meetings, final inspections, and end of warranty period inspections. Upon substantial completion and acceptance of roadway and drainage public infrastructure by the Town, the District shall furnish the Town with "as-built" plans for such improvements bearing the seal of the District's engineer. Upon substantial completion and acceptance of water and wastewater public infrastructure by the Mustang Special Utility District, the District shall furnish the Town with "as-built" plans for such infrastructure bearing the seal of the District's engineer.

ATTACHMENT 4
OHE ELECTRICAL EXHIBIT



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OVERHEAD ELECTRIC

UNION PARK
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Date: Aug 29, 2013

C:\GIS\SpecialProjects\BPK\UnionPark\PortraitExhibit_M_8x11.mxd Project Number: D330-001

ATTACHMENT 5
ROAD CROSS SECTION EXHIBIT (ENTRY A, B & E); ROAD CROSS SECTION EXHIBIT (C); ROAD CROSS SECTION EXHIBIT (D & INTERSECTION DETAIL W/STREET LIGHT & FRANCHISE UTILITY X-SECTION);

TBG

TYPICAL CROSS SECTIONS

AUGUST 2013

JONES & CARTER, INC.
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P:\PROJECTS\0330 Union Park\001 Union Park\Civil\Exhibits\Cross Section\7-25 Union Park Utilities Cross-Section.dwg Sep 09,2013 - 8:29am JJW

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ROAD ALONG UNION PARK (B)

NOT TO SCALE

TBG

TYPICAL CROSS SECTIONS

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PARKWAY (C)
NOT TO SCALE

TBG

TYPICAL CROSS SECTIONS

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NEIGHBORHOOD PARK (D)

NOT TO SCALE

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TYPICAL CROSS SECTIONS

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TYPICAL CROSS SECTIONS

AUGUST 2013

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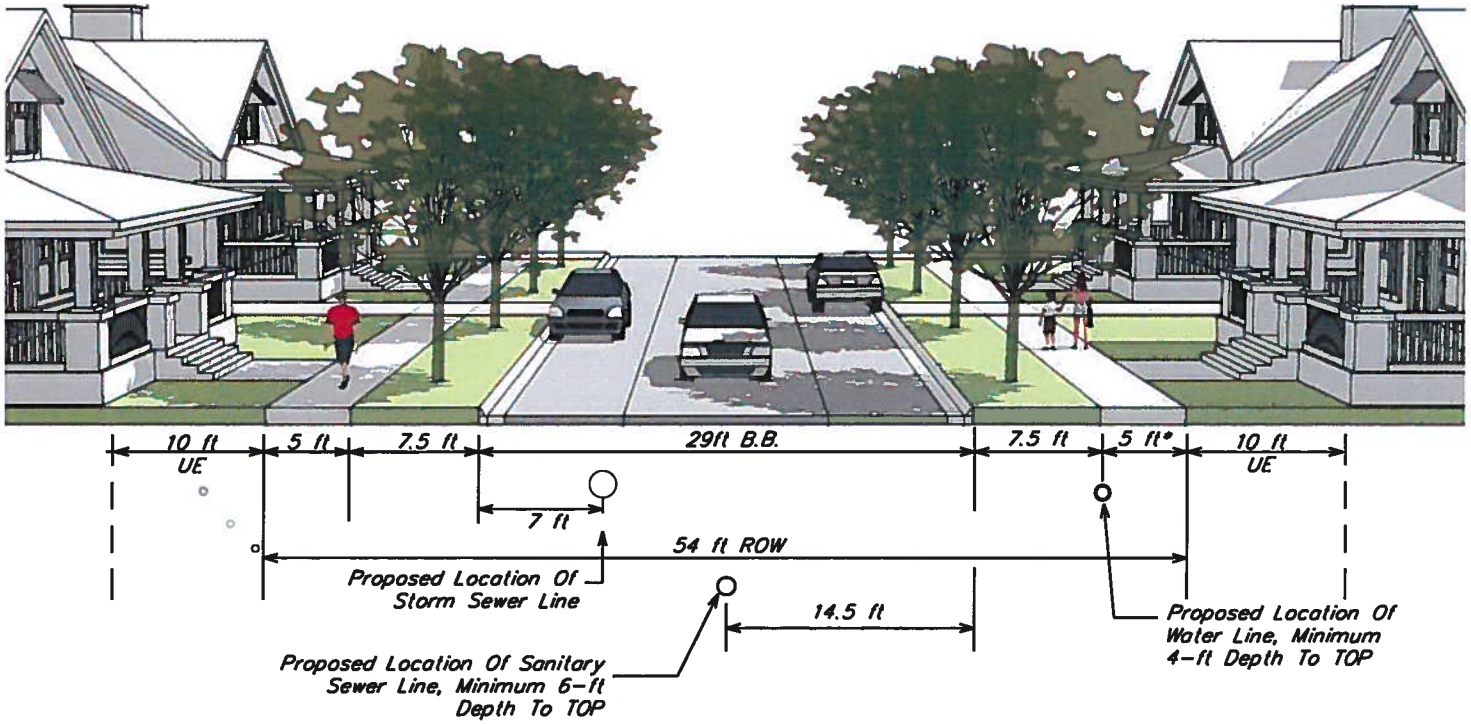

TYPICAL NEIGHBORHOOD STEET SECTION (E)

NOT TO SCALE

*Sidewalk to be 6' along 6' Trail Connections in accordance w/ Open Space & Trail Diagram

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TYPICAL NEIGHBORHOOD STREET SECTION (E) PLAN VIEW
NOT TO SCALE

PARKWAY (C) PLAN VIEW
NOT TO SCALE

*Street Lights Shall Be Placed No Further Than 350 ft Apart Along Cross Sections A, B, & C Only

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TYPICAL CROSS SECTIONS

AUGUST 2013

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ATTACHMENT 6
STREET SYSTEM DIAGRAM

CONCEPTUAL STREET DIAGRAM

LITTLE ELM, TEXAS

AUGUST 2013

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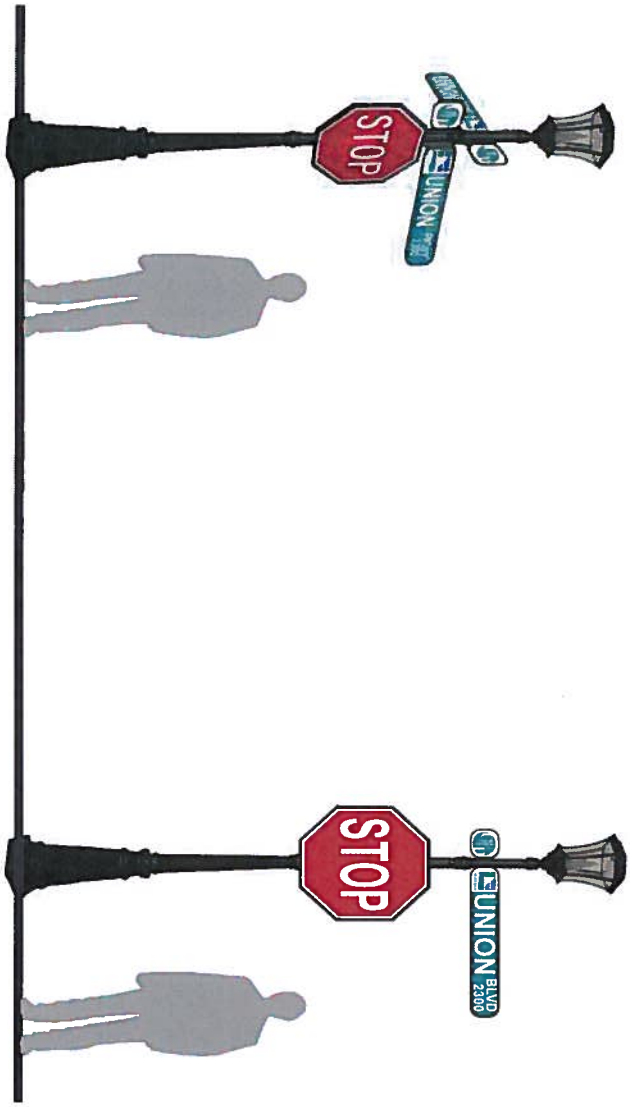
ATTACHMENT 7
STREET LIGHT/STREET SIGNAGE



N

NOT TO SCALE

TBG

SIGNAGE

LITTLE ELM, TEXAS

AUGUST 2013

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ATTACHMENT 8
MODIFICATIONS TO CONSTRUCTION NOTES

WATER SYSTEM
General Notes

All work and materials shall be in accordance with the Town's standard specifications and general design standards.

1. All tapping sleeves and valves shall be full body ductile iron. With prior approval by the Town Engineer, stainless steel Smith Blair 623 may be allowed for connection to existing lines twenty-inch (20") or larger.

2. Valves shall be Mueller or Waterous, resilient seated, 150 psi test.

3. Fittings shall be of the mechanical joint type, flanged where applicable, and be manufactured by US Pipe, American, or other as approved by the Town – Class 250. All fittings shall be restrained by the use of Mega-Lugs or approved other and concrete thrust blocking.

4. Fire hydrants shall be Mueller or Waterous three-way standard thread with valve in lead or approved other. All main steamer nozzles shall have a nominal inside diameter of four inches (4"). All commercial fire hydrants are required to be installed with 4½"-5" Hydro-Storz connections.

5. Water lines in the area of storm drain inlets shall be constructed behind the inlet by curving the pipe using longitudinal bending in accordance with the manufacturer's req[illegible] consult with the Town's Construction Inspector.

6. Water lines crossing under storm d[illegible] hteen inches (18") clearance below storm drains and twenty-four inches (2[illegible] overned by Texas Commission on Environmental Quality (TCEQ) Chapter 2[illegible] feet (9') clear horizontally from sanitary sewer lines and manholes. Wh[illegible] ll be encased six inches (6") around in concrete to ten feet (10') either side of the utility crossing. Where water lines cross creeks or ditches the water line shall be protected by concrete encasement at least ten feet (10') past the embankment slope on each side.

7. Water mains: All water mains shall have a minimum of forty-eight inches (48") cover over the top of the pipe. All new water mains shall be PVC pipe in accordance with the following: C900 DR 14 for four-inch (4") to six-inch (6"), C900 DR 18 for eight-inch (8") to twelve-inch (12"), and C905 DR 18 for over twelve-inch (12"), all "blue" in color as per Town specifications; the pipe shall be laid on a minimum embedment (see Standard Construction Details). Water mains up to twelve inches (12") shall be installed two feet (2') back of curb; mains larger than twelve inches (12") shall be installed at least three feet (3') from the back of curb depending upon conditions. Detectable Metallic Tape ("Blue-Caution Buried Water Below" or approved other) shall be installed after initial backfill on approximate centerline of pipe prior to final backfill above all PVC mains.

8. The Contractor shall install fire hydrants at the locations shown. A M.J. and flanged tee with a flanged end to M.J. gate valve is required so that the gate valve is anchored to the main.

9. All fire hydrants shall be painted with two (2) coats of Tnemec Series 530 Omnithoni diffused aluminum, silver point (or approved equivalent) over one (1) shop coat of paint.

Fire hydrant caps and bonnets shall be painted with two (2) coats according to NFPA 291, Chapter 3:

Class C Less than 500 GPM	Tnemec Series 2H-SC09 Safety Red
Class B Less than 500-999 GPM	Tnemec Series 2H-SC03 Safety Orange
Class A Less than 1000-1499 GPM	Tnemec Series 2H-SC07 Safety Green
Class AA Less than 1500 GPM and Above	Tnemec Series 2H-SC06 Safety Blue

A concrete pad twenty-four (24") square shall be poured around all fire hydrants and valves. Concrete shall be 3000 psi, six-inch (6") thick with four (4) #3 bars.

10. All bolts and nuts used with mechanical joint fitting shall be "Cor-Ten" steel or approved other.

11. The installation of a blue stem[illegible] installed opposite fire hydrants just off center to the side of the street a[illegible]

12. Polyethylene encasement – the[illegible] nd ductile iron pipe, related fittings, and valves. This wrap shall be an 8 m[illegible] d and held in place by two-inch (2") wide plastic backed adhesive tape, Polyk[illegible] pproximate two-foot (2') laps on the polytube. The wrap on the barrel[illegible] with the soil. The wrap shall be installed without breaks, tears, or holes in the film. The cost of the polyethylene tube wrap and complete installation shall be included in the unit price bid for the furnishing and the installation of ductile iron pipe, related fittings, and valves.

USE MUSTAND SUD CONSTRUCTION NOTES AND STANDARDS

USE MUSTAND SUD CONSTRUCTION NOTES AND STANDARDS

*General Construction Notes Cited From "TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES, APRIL 2008"

TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES (1 OF 7)

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WATER SYSTEM
General Notes (Cont.)

13. Valve boxes shall be furnished at the required length in order to be set to final grade on each gate valve. After the final clean up and alignment has been completed, the Contractor shall pour a reinforced concrete block 24" x 24" x 6" around all valve boxes so the finished grade is level with the finished parkway. All valve stack components shall be cast iron. Valve boxes over four feet (4') deep will require extensions. All valves shall be marked with a saw on the curb or pavement with "V". The "V" shall point to the location of the valve as follows: If the valve is in the paving, the "V" shall be marked upright; if the valve is outside the paving, the "V" shall be marked upside down.

14. The Contractor shall coordinate operation of all existing valves with the Town. Contact the Town's Construction Inspector at the Public Works Department (214) 975-0470.

15. All water lines shall be pressure tested to 200 psi for a three (3) hour continuous period. Leakage rate shall not exceed twenty-five (25) gallons per inch of nominal diameter per mile of pipe over a twenty-four (24) hour period. Contractor shall flush and sterilize lines and prove lines to be free of fecal coliform organisms by obtaining samples for laboratory tests for contamination. The Contractor shall reflush and resterilize until all samples prove free from contamination.

16. All residential water services shall be as follows:

A. Water services shall be normally located at two foot (2') off every other lot line. A water meter box, as approved by the Town, with lock lid shall be installed two feet (2') back of curb line.

B. Minimum one-inch (1") meter and one-inch (1") Type K copper services are required to serve all residential lots and patio homes. For town homes and duplexes, a minimum three-quarter inch (3/4") meter and service shall be provided to each of the family units. Sand embedment shall be used around the pipe and corporation stop. Service saddles shall be brass body with double bronze flattened straps (no banded) – Ford, Cambridge, A.Y.

C. The utility Contractor [illegible] feet back of the curb line at a depth of 12 inches. [illegible]ng. The meter box shall be furnished and installed [illegible] completed the final grading in back of the curb. Each ser[illegible]ngle vertical saw mark by the utility Contractor and tied to

D. If there is a curb, the [illegible] the service pipe passes the curb.

17. For non-residential water services, the meter box shall be furnished and installed by the Contractor after the paving Contractor has completed the final grading in back of the curb. Meter boxes/vaults shall be located outside of paving. Each service location will be marked on the curb or pavement with a single vertical saw mark by the utility Contractor and tied to property corners on the "As-Recorded" plans.

18. Density testing requirements: Frequency of trench compaction tests shall not be less than one (1) for any pipe section and every three hundred linear feet (300') linear feet of main pipe per two feet (2') of lift until final grade, starting at two feet (2') above the top of pipe. Water services are to be tested at a rate of one (1) for every six (6) services which cross the proposed right of way or every three hundred linear feet (300') of water service installed. Every other fire hydrant lead that cross the existing or proposed street, alley, or fire lane subgrade shall also receive at least one set of density tests. All ditches shall be mechanically tamped and compacted to ninety-five percent (95%) Standard Proctor Density at zero percent (0%) to four percent (4%) above optimum moisture. Water jetting is not permitted.

19. The Contractor shall be responsible for providing "As-Recorded" plans to the engineer of record showing the location of water services and valves by distances to lot lines. This information shall be placed and marked in the "Record Drawing" plans along with the date and the name of the contractor by the engineer of record. Copies of these "Record Drawing" plans shall be furnished to the Town on mylars, blackline prints, and electronically as required under the Town's "Final Acceptance Checklist."

20. The Contractor shall furnish a maintenance bond in the amount of 10 % (ten percent) of the total contract price to the Town to run two (2) years from the date of acceptance of the system by the Town.

USE MUSTAND SUD
CONSTRUCTION NOTES AND
STANDARDS

*General Construction Notes Cited From "TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES, APRIL 2008"

TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES (2 OF 7)

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SANITARY SEWER SYSTEM
General Notes

1. All sanitary sewer pipes four inches (4") to fifteen inches (15") nominal size shall be PVC SDR 35 or 26 meeting ASTM D3034. All sanitary sewer pipes eighteen inches (18") and larger nominal size shall be PVC meeting ASTM F679. All pipes shall be "green" in color as per Town Specifications and be laid on a minimum embedment (See Standard Construction Details). Detectable Metallic Tape ("Green–Caution Buried Sewer Below" or approved other) shall be installed after initial backfill on approximate centerline of pipe prior to final backfill.

2. All sewer mains shall be a minimum diameter of eight inches (8") and shall maintain a minimum flow velocity of two (2) feet per second.

3. All residential sanitary sewer services shall be a minimum four inches (4") in diameter and extended to a point ten feet (10') inside the property line at a maximum depth of five feet (5'). The service shall then be extended at a forty–five degree (45 °) angle to four feet (4') above the finished grade and capped. Sewer services shall be located in the center of the lot.

4. Density testing requirements: Frequency of trench compaction tests shall not be less than one (1) for any pipe section and every three hundred linear feet (300') of main pipe per two feet (2') of lift until final grade, starting at two feet (2') abo[illegible] at a rate of one (1) for every six (6) services staggered o[illegible] ervice installed. Each sewer manhole will receive a densit[illegible] alternating around all quadrants. Every other main and stubou[illegible] ey, or fire lane subgrade shall also receive at least one se[illegible] ly tamped and compacted to ninety–five percent (95%) St[illegible] ur percent (4%) above optimum moisture. Water jetting is n[illegible]

USE MUSTAND SUD CONSTRUCTION NOTES AND STANDARDS

5. After paving is completed each service location will be marked on the curb with a two (2) parallel vertical saw marks by the utility Contractor and tied to at least one (1) property corner on the "As–Recorded" plans. All manholes and cleanouts shall be marked on the curb or pavement with "MH" or "CO" as applicable.

6. The Contractor shall be responsible for providing "As–Recorded" plans to the engineer of record showing the location of sewer services by distance to the lot lines or property lines. This information shall be placed on the engineering plans and marked "Record Drawing" plans along with the date and the name of the contractor by the engineer of record. Copies of these "Record Drawing" plans shall be furnished to the Town on mylars, blackline prints, and electronically as required under the Town's "Final Acceptance Checklist." Ties shall be made by distance measurements for all manholes, cleanouts and services. TV inspections, low pressure air testing, vacuum testing of the manholes, and deflection testing are required on all sewer lines. Prior to paving, all residential sanitary sewer services shall have TV inspections.

7. Manholes shall have a 400# traffic bearing frame and cover and shall have a minimum compressive strength of 4000 psi at twenty–eight (28) days.

*General Construction Notes Cited From "TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES, APRIL 2008"

TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES (3 OF 7)

UNION PARK

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SANITARY SEWER SYSTEM
General Notes (Cont.)

8. All concrete structures, whether precast or cast-in-place, shall be designed with appropriate sulfate resistant cement or equivalent based on local soil conditions. Precast manholes or other special structures in any right-of-way or fire lane easements will require a certification from the manufacturer that the product meets the design criteria and twenty-eight (28) day compressive strength. Cast-in-place manholes or other special structures in any right-of-way and fire lane or utility easements will require cylinders to be made for strength tests by an approved laboratory. Samples for strength tests of each class of concrete placed each day shall be taken not less than once a day, nor less than once for each 100-150 cu yd of concrete, nor less than once for each 5000 sq ft of surface area for slabs or walls. Four (4) cylinders shall be made: one (1) shall be broken at seven (7) days, two (2) shall be broken at twenty-eight (28) days, and one (1) shall be held in case of damage of any of the other three (3). The average strength of two (2) cylinders from the same sample, tested at twenty-eight (28) days, is required for each strength test; any strength ble. If the twenty-eight (28) day design strength is not reached upon shall be cored immediately to be proved out. For any areas deficient actor shall pay to the Town one (1) time the unit bid price per squ ength. For any areas deficient in strength by more than 500 psi but pay to the Town two (2) times the unit bid price per square yard r any areas deficient in strength by more than 1000 psi, the structu expense of the Contractor. Prior to Town acceptance of any penalty payments for any traffic bearing structure that does not meet twenty-eight (28) day design strength; the Design Engineer shall provide a sealed tructural evaluation that assesses the performance adequacy of the deficient structure as constructed under the design service loads. All coring and additional laboratory testing shall be at the expense of the Contractor.

USE MUSTAND SUD CONSTRUCTION NOTES AND STANDARDS

9. The Contractor shall provide a DVD record of the TV camera of the installed sanitary sewer.

10. The Contractor shall furnish a maintenance bond in the amount of 10 % (ten percent) of the total contract price to the Town to run two (2) years from the date of final acceptance of the system by the Town.

*General Construction Notes Cited From "TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES, APRIL 2008"

TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES (4 OF 7)

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(UP TO 8 INCHES)

OWNER'S

ENGINEER

PAVING SYSTEM General Notes

1. Absolutely no earthwork, lime application, or other preparation of the subgrade for paving of streets, alleys, or fire lanes shall be initiated without authorization from the Town's Construction Inspector. Once all testing of underground facilities has been completed and verified to meet the Town's specifications, the Town Construction Inspector will issue a letter to the project owner or superintendent that will authorize the initiation of all subgrade work in preparation for paving. All street, alley, and fire lane right-of-way or easement width shall be excavated full width in accordance with the street and sidewalk section to be constructed. The subgrade for all streets, alleys, and fire lanes shall be stabilized with hydrated lime material to a distance 12 inches beyond the back of curb or edge of paving as applicable. The amount of lime material shall be that amount which will reduce the plasticity index (PI) below fifteen (15) as verified by testing by an approved laboratory; the ~~Town~~ will add one (1) percent to the laboratory results for field variation. Laboratory testing (lime series) shall generally be conducted when all utilities are complete and the roadway subgrade is complete. Lime shall be applied by percentage dry unit weight of soil treated to a minimum in place compacted thickness of ~~six (6)~~ inches. Sulfate tests shall also be conducted on all paving projects in the Town under the direction of the approved laboratory. Frequency of tests shall not exceed every 300 linear feet of subgrade, alternating from left quarter point to center line to right quarter point. Additional testing may be deemed necessary by the Town Engineer. All testing for the presence of sulfates in the pavement subgrade shall be at the ~~Contractor's~~ expense. If the sulfates are present at an unacceptable concentration, the ~~Town~~ may require a recommendation for further treatment of the soil from the approved laboratory, which shall be confirmed by the design engineer of record for the project.

2. Subgrade testing requirements: All fill shall be compacted to no less than 95% of standard proctor density at 0 – 4% above optimum moisture content. Frequency of testing shall not exceed every 300 linear feet per 2.0' of lift until final grade, starting at 2.0' above natural/sound grade to top of subgrade. All street, alley, and fire lane subgrade shall be compacted to no less than 95% of standard proctor density at 0 – 4% above optimum moisture content. Frequency of tests shall not exceed every 300 linear feet of subgrade, alternating from left quarter point to center line to right quarter point. Verification of lime depth, testing for subgrade gradations & pulverization's, and plasticity indices of the soil shall also be conducted; the frequency of this testing shall be as previously mentioned. All testing of materials required for the construction of any street, alley or fire lane shall be performed by an approved agency for testing materials. The nomination of the testing laboratory and the payment of such testing services shall be made by the Contractor. The engineer shall approve the laboratory nominated to do the testing of materials. It shall be the Contractor's responsibility to show by standard testing procedures that the work constructed does meet the requirements of the Town's specifications.

3. Contractor shall create a Jointing Plan prior to initiation of paving operations. The Jointing Plan shall include the layout of transverse and longitudinal contraction joints, construction joints, and expansion joints. Once developed, the Jointing Plan will be provided to the Town to review and approve the construction drawings.

4. Contractor shall be sensitive to existing site conditions which may display moist or soft soil conditions. During the course of preparation of the subgrade, should the soil conditions indicate areas subject to pumping then the contractor, under the direction of the geotechnical laboratory, shall over-excavate and remove existing materials until a satisfactory fire foundation is evident. Excavated materials shall be stockpiled on site to allow to dry and later be mixed with other onsite materials for placement. Clean dry material shall be placed and compacted in eight inch (8") lifts.

ENGINEER

*General Construction Notes Cited From "TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES, APRIL 2008"

TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES (5 OF 7)

UNION PARK

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PAVING SYSTEM
General Notes (Cont.)

5. Minimum design requirements: All street, alley, parking lot, and fire lane paving shall be designed and permitted through the Town to have a minimum compressive strength of 3500 psi at twenty-eight (28) days with a minimum of five and one half (5 & 1/2) sacks of cement as verified by testing in an approved laboratory. Two batch designs shall be submitted to the ~~Town~~ Construction Engineer for approval: one for machine work and one for hand work. All batch designs must be signed by the testing laboratory and include all documentation, such as results of field trial testing. If applicable, all batch designs shall specify an appropriate sulfate resistant cement or equivalent. Slump shall be 1 – 3 inches for all machine work and 2 – 4 inches for all hand work. Streets (depending on classification), parking lots, and fire lanes shall have a minimum thickness of six (6) inches; alleys shall have a minimum thickness of 8"-5"-8". ~~Upon completion of construction, all streets and fire lanes shall be cored for depth (2" cores) at a spacing of 300 ft maximum, alternating from left quarter point to center line to right quarter point. Alleys shall be cored for depth (2" cores) at a spacing of 300 ft maximum along the center line. Pavement of a thickness less than the thickness shown on the plans by more than one quarter (1/4) inch but less than three quarter (3/4) inch will be considered deficient. The Contractor shall pay to the Town two (2) times the unit bid price per square yard for the area determined to deficient in thickness as defined above. Pavement deficient in strength by more than three-quarter (3/4) inch shall be removed and replaced completely. The deficient area shall be cored immediately on ten (10) foot centers or one (1) per panel to be proved out. All streets, alleys, parking lots, and fire lanes will require cylinders to be made for strength tests by the approved laboratory. Samples for strength tests of each class of concrete placed each day shall be taken by an approved laboratory not less than once a day, nor less than once for each 100-150 cu yd of concrete. Four (4) cylinders shall be made: one shall be broken at 7 day, two (2) shall be broken at twenty eight (28) days, and one shall be held in case of damage of any of the other three (3). The average strength of two (2) cylinders from the same sample, tested at twenty-eight (28) days is required for each strength test; any strength test beyond twenty eight (28) days is unacceptable. If the twenty eight (28) day design strength is not reached upon strength testing the cylinders, the deficient area shall be cored immediately be cored immediately on ten (10) foot centers or one per panel to be proved out. For any areas deficient in strength by not more than 500 psi, the Contractor shall pay to the Town one (1) time the unit bid price per square yard for the area determined to deficient in strength. For any areas deficient in strength by more than 500 psi but not more than 1000 psi, the Contractor shall pay to the Town two (2) times the unit bid price per square yard for the area determined to deficient in strength. Pavement deficient in strength by more than 1000 psi shall be removed and replaced completely. No more than three (3) – four (4) inch cores shall be extracted per panel without prior Town approval. A rebar detector shall be used to ensure that the cored areas are clear of any rebar. All coring and additional laboratory testing shall be at the expense of the Contractor. The width to be considered for any deficiencies shall be the full width of the pavement.~~

6. Any section of all existing public or private streets, alleys, or fire lanes shall be replaced within seventy two (72) hours of removal.

7. The Contractor shall be responsible for providing "As-Recorded" plans to the engineer of record showing the location of all paving improvements. This information shall be placed on the engineering plans and marked "Record Drawing" plans along with the date and the name of the contractor by the engineer of record. Copies of these "Record Drawing" plans shall be furnished to the Town on mylars, blackline prints, and electronically as required under the Town's "Final Acceptance Checklist."

8. The Contractor shall furnish a maintenance bond in the amount of 10 % (ten percent) of the total contract price to the Town to run two (2) years from the date of final acceptance of the system by the Town.

ANY STRENGTH OR THICKNESS DEFICIENCY REQUIRES TOWN APPROVAL

*General Construction Notes Cited From "TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES, APRIL 2008"

TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES (6 OF 7)

UNION PARK

JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 Plano, Texas 75024 (972) 488-3880

LITTLE ELM, TEXAS
SEPTEMBER 2013

UNION PARK
Life At Your Own Pace

STREET NAME BLADE SPECIFICATION
General Notes

1. Location: Nine-inch (9") extruded blades shall be used at all intersections.

2. Blade Requirements: Nine-inch (9") Extruded Blade shall be aluminum.

3. Lettering Alignment:

   A. Street name is left justified.
   B. Block numbers are located in upper right corner.
   C. Abbreviated street designations are located in lower right corner.

4. Lettering for Nine-inch (9") Extruded Blades:

   A. Letters are all Uppercase.
   B. Font is Federal Highway SERIES B or SERIES C (manufacturer will determine best to use based on length of blade and length of name).
   C. Letters and Numbers in street name are six-inch (6") tall.
   D. Letters in abbreviated street designation are three-inch (3") tall (i.e., LN, KWY, DR, CT, etc).
   E. Block Numbers are three-inch (3") tall.

AND LOWERCASE, IN ACCORDANCE WITH MUTCD

5. Sign Sheeting and Colors:

   A. High Intensity Sheeting.
   B. Background shall be green.
   C. Legend shall be white.
   D. Town of Little Elm logo shall be left justified.

E. UNION PARK LOGO SHALL BE LEFT JUSTIFIED

6. No Outlet Streets:

   A. For a street with only one cul-de-sac end (typical) a standard W 14-2a "NO OUTLET" shall be mounted over the street name blade.
   B. In the case of a street with two cul-de-sac ends, two (2) standard W 14-2a "NO OUTLET" signs shall be mounted over the street name blade placed in the appropriate directions.

7. Block Numbers:

   Developers and contractors ordering signs should contact Public Works at (214) 975-0470. Block numbers are required on all street name blades, even if no houses/buildings front onto the street.

~~8. Manufacturer Contact:~~

~~Brandon Industries, Inc. 1601 W. Wilmeth Road McKinney, Texas 75069. (972) 542-3000, or approved equal.~~

*General Construction Notes Cited From "TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES, APRIL 2008"

TOWN OF LITTLE ELM GENERAL CONSTRUCTION NOTES (7 OF 7)

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LITTLE ELM, TEXAS
SEPTEMBER 2013

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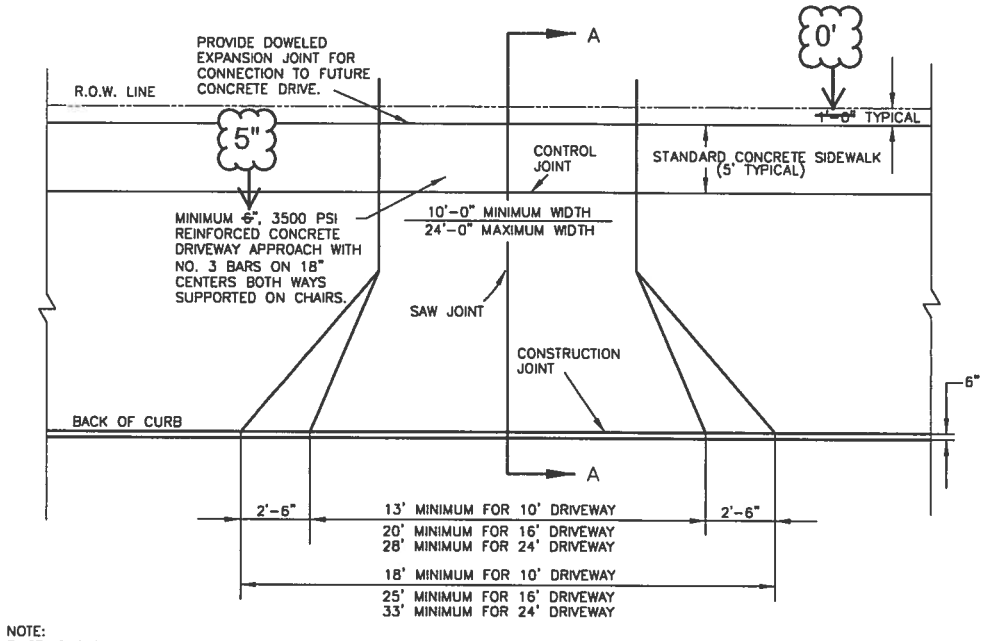
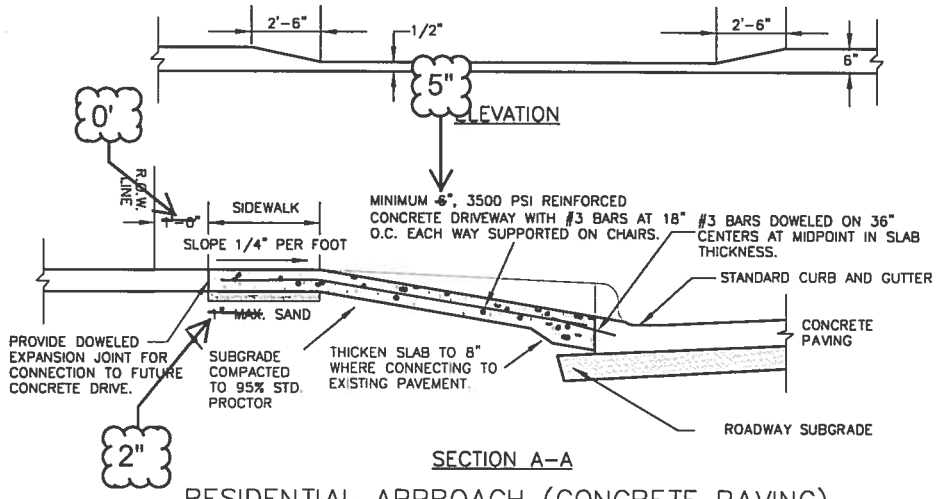
ATTACHMENT 9
MODIFIED DETAILS FOR RESIDENTIAL DRIVE APPROACHES (CONCRETE PAVING)



NOTE:
EXISTING CURB AND GUTTER, IF ANY, MUST BE SAWED AS DIRECTED BY THE TOWN ENGINEER. HORIZONTAL CURB CUT SHALL BE MADE AT AN ELEVATION OF 1/2" ABOVE THE EXISTING GUTTER WITH A MINIMUM LENGTH AS SHOWN. THE TRADITIONAL SAW CUT SHALL HAVE A RUN OF 2'-6" AND SHALL RISE TO MEET THE EXISTING TOP OF CURB. ALL EXPOSED EDGES SHALL BE GROUND TO A 1/4" RADIUS. SAW CUTTING SHALL BE PERFORMED WITH A RIDE-ON SAW EQUIPPED WITH A DIAMOND SAW BLADE.

PLAN



SECTION A-A

RESIDENTIAL APPROACH (CONCRETE PAVING)

NOTE:
1. SIDEWALK SECTION THRU DRIVEWAY SHALL BE POURED SAME THICKNESS AS DRIVEWAY APPROACH. (EXISTING SIDEWALK, IF ANY, SHALL BE REMOVED AND REPLACED)

**THIS WORK SHALL NOT DISRUPT THE DESIGN FLOWLINE OF THE EXISTING GUTTER.

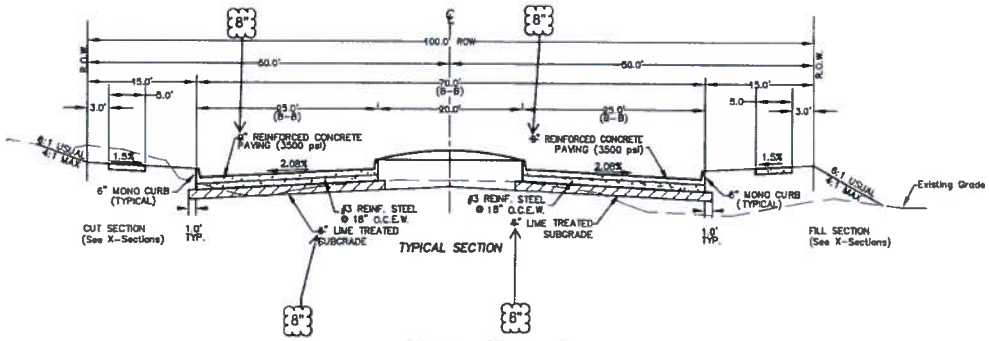
LITTLE ELM

Town Of
Little Elm
Texas

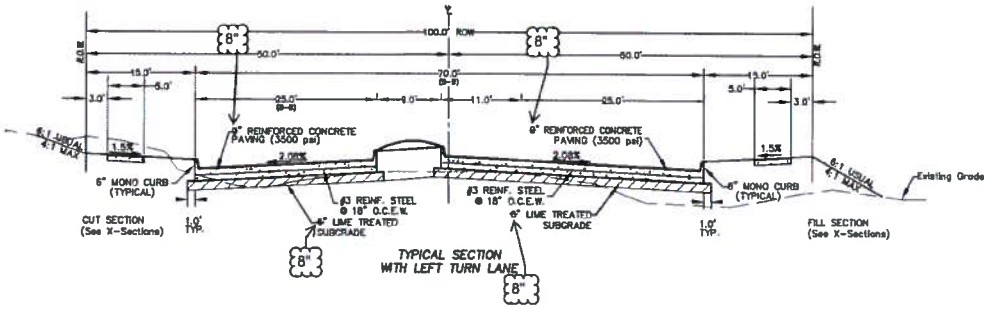
DATE:
AUGUST 2006

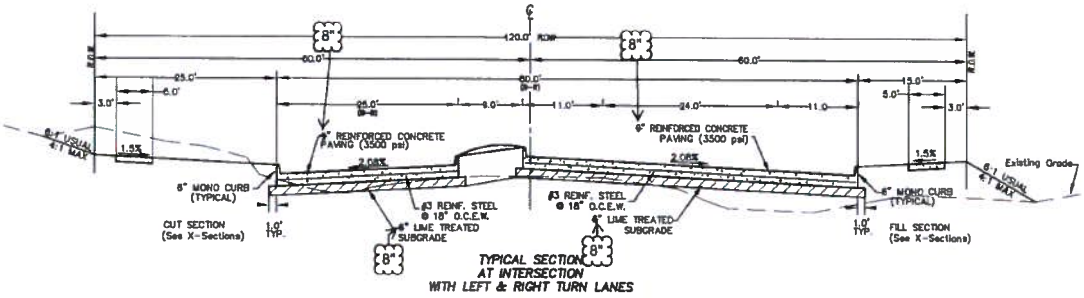
FIGURE 1

ATTACHMENT 10
MODIFIED PAVING DETAILS

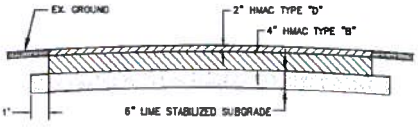


ENTRY ROAD (A) AND UNION PARK (B)





TYPICAL SECTION
FOUR LANE DIVIDED THOROUGHFARE



TYPICAL SECTION
ASPHALT (MIN.)
TRANSITION

*General Construction Notes Cited From "TOWN OF LITTLE ELM PAVING DETAILS, TYPICAL SECTIONS, AUGUST 2006"

TOWN OF LITTLE ELM PAVING DETAILS (1 OF 2)

UNION PARK

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SEPTEMBER 2013

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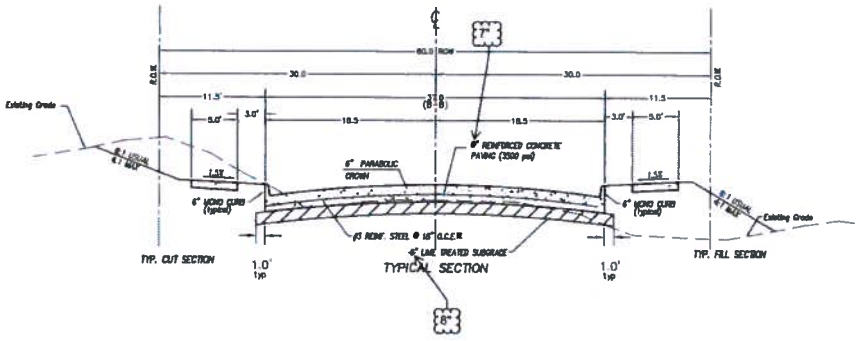
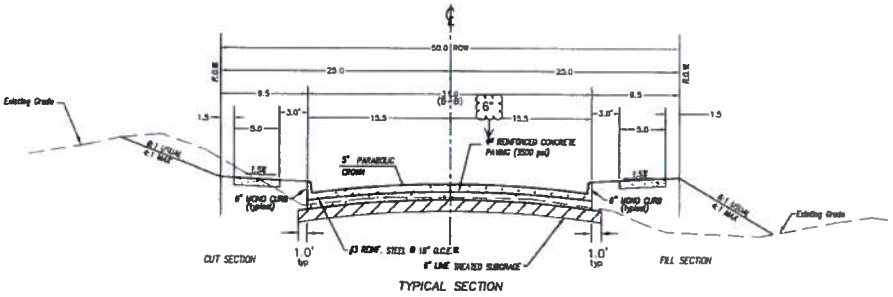


PARKWAY (C)



TYPICAL SECTION
TWO LANE RESIDENTIAL
THOROUGHFARE

NEIGHBORHOOD PARK (D) & NEIGHBORHOOD STREET SECTION (E)

GENERAL NOTES:

1. 3500 PSI REINFORCED CONCRETE PAVEMENT (5.5) ~~(6~~ SACK/CY), NO. 3 BARS @ 18 INCHES O.C., EACHWAY, WITH 6" MONOLITHIC CURB (min. (8" max.))
2. RATE OF LIME APPLICATION TO BE DETERMINED BY LIME SERIES TEST (PER GEOTECH RECOMMENDATIONS). STANDARD. 6" LIME STABILIZED SUBGRADE ~~(37LBS./S.Y.)~~ (as determined by lime series test) P.I. <=15 COMPACTED TO 95% OF STANDARD DENSITY. SULFATE TESTS REQUIRED PRIOR TO CONSTRUCTION (min. 6"-37 LBS./S.Y. (8" - 48 LBS./S.Y.))
3. BAR LAPS SHALL BE 30 BAR DIAMETERS
4. BAR CHAIRS SHALL BE PROVIDED, BY CONTRACTOR
5. SIDEWALK LOCATIONS SHOWN IN THESE TYPICAL SECTIONS ARE APPROXIMATE.
6. PAVEMENT, PARKWAY AND RIGHT-OF-WAY WIDTHS SHALL BE IN ACCORDANCE WITH SECTIONS IN THE DEVELOPMENT AGREEMENT

*General Construction Notes Cited From "TOWN OF LITTLE ELM PAVING DETAILS, TYPICAL SECTIONS, AUGUST 2006"

TOWN OF LITTLE ELM PAVING DETAILS (2 OF 2)

UNION PARK

JONES & CARTER, INC.
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LITTLE ELM, TEXAS
SEPTEMBER 2013

UNION PARK
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ATTACHMENT 11
MASTER FEE SCHEDULE

Development Services Comprehensive Fee Schedule

Last Revised December 2012

Table 1 1 & 2 Family Dwellings	
	Fee
1. Application Fee	$50
2. Plan Review Fee	$250
3. Revised Plan Check Fee	$150
4. Building Permit Fee (Includes all MEP Fees)	Current ICC Square Foot Construction Costs Table Fee For Construction Type Times Texas Multiplier (0.77) Times Square Footage Times 1.00%
5. Mobile Home Permit Fee	$200

Table 1A Miscellaneous Non-Commercial Permit Fees	
Total Valuation*	**Fee**
1. Application Fee	$50
2. Plan Review Fee (if applicable)	$100
3. $1 to $500.00	$23.50
4. $500 .01 to $2,000.00	$23.50 for the first $500 plus $3.05 for each additional $100, or fraction thereof, to and including $2,000.
5. $2,000.01 to $25,000.00	$69.25 for the first $2,000 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.
6. $25,000.01 to $50,000.00	$391.25 for the first $25,000 plus $10.10 for each additional $1,000, or fraction thereof, to and including $50,000.
7. $50,000.01 to $100,000.00	$643.75 for the first $50,000 plus $7.00 for each additional $1,000, or fraction thereof, to and including $100,000
8. $100,000.01 to $500,000.00	$993.75 for the first $100,000 plus $5.60 for each additional $1,000, or fraction thereof, to and including $500,000.
9. $500,000.01 to $1,000,000.00	$3233.75 for the first $500,000 plus $4.75 for each additional $1,000, or fraction thereof, to and including $1,000,000.
10. $1,000,000.01 and above	$5,608.75 for the first $1,000,000 plus $3.15 for each additional $1,000 or fraction thereof.
* Valuation Data shall be based on the submitted declared value.	

Table 2 New Commercial and Multi-Family Dwellings	
	Fee
1. Application Fee	$150
2. Plan Review Fee	50% of building permit fee for projects valued at two million dollars or less, 25% of building permit fee for projects valued at more than two million dollars, or amount as required by 3rd party review
3. Revised Plan Check Fee	50% of original plan review fee.
4. Building Permit	Current ICC Square Foot Construction Costs Table Fee For Appropriate Construction Type Times Square Footage Times 0.9%

Table 2A Finish out and Miscellaneous Commercial and Multi-Family Permit Fee	
Total Valuation*	**Fee**
1. Application Fee	$100
2. Plan Review Fee (if applicable)	50% of building permit fee for projects valued at two million dollars or less, 25% of building permit fee for projects valued at more than two million dollars, or amount as required by 3rd party review
3. $1 to $500.00	$25
4. $500.01 to $2,000.00	$25 for the first $500 plus $3.30 for each additional $100, or fraction thereof, to and including $2,000.
5. $2,000.01 to $25,000.00	$75 for the first $2,000 plus $6.95 for each additional $1,000, or fraction thereof, to and including $25,000.
6. $25,000.01 to $50,000.00	$235 for the first $25,000 plus $5.50 for each additional $1,000, or fraction thereof, to and including $50,000.
7. $50,000.01 to $100,000.00	$375 for the first $50,000 plus $3.50 for each additional $1,000, or fraction thereof, to and including $100,000.
8. $100,000.01 to $500,000.00	$550 for the first $100,000 plus $2.75 for each additional $1,000, or fraction thereof, to and including $500,000.
9. $500,000.01 to $1,000,000.00	$1,650 for the first $500,000 plus $2.40 for each additional $1,000, or fraction thereof, to and including $1,000,000.
10. $1,000,000.01 and above	$2,850 for the first $1,000,000 plus $1.80 for each additional $1,000 or fraction thereof.
* Valuation Data shall be based on the submitted declared value.	

Table 3 Electrical/Mechanical	
	Fee
1. General	$2/$1,000 value - minimum $50.00 - (Each Trade will be charged separately)
2. Temporary Power Pole	$30
3. Meter Release	$50

Table 4 Plumbing	
	Fee
1. General	$2/$1,000 value - minimum $50
2. Irrigation	
Residential	$185
Commercial	$250 for 1st controller + $175 for each subsequent controller with a maximum of $500
3. Septic System - New Installation	$350
4. Septic System - Repair	$200

Table 5 License/Registration Fees (Annual)	
	Fee
1. Home Based Child Care Registration	$50
2. Home Occupation	$50
3. Group Homes	$250
4. Backflow Tester Registration	$100
5. Electrical Contractor Registration	$100
6. General Contractor Registration	$100
7. Irrigation Contractor Registration	$100
8. Mechanical Contractor Registration	$100
9. Utility Franchise Contractor Registration	$100
10. Alcohol Permit	Half of State fee (TABC regulated)
11. Rental Registration	$65 (plus $10 each additional unit)
12. Commercial Site Integrity	$50

Table 6 Other Building Permits	
	Fee
1. After Hours Inspection	$60/hour - Min. 2 hours
2. Carport Permit	$100
3. Certificate of Occupancy - Commercial	$100
4. Curb Cut/Driveway Approach Permit (Residential)	$100
5. Demolition Permit	$75
6. Driveway Permit (Residential)	$75
7. Fence Permit	$75
8. Flatwork Permit (Commercial)	See Table 2A
9. Foundation Repair Permit (Commercial)	See Table 2A
10. Foundation Repair Permit (Residential)	See Table 1A
11. Grading Permit	
Simple	$75
Complex (engineering required)	$200 + $10/acre
12. House Moving Permit	$75
13. Patio Cover / Deck Permit	See Table 1A
14. Pool/Spa/Hot Tub Permit	See Table 1A
15. Reinspection fee	$75
16. Retaining/Screening Wall Permit	See Table 2A
17. Return Check Fee	$50
18. Sign	$100 + $50 electrical (if applicable)
19. Sign – Banners, Inflatables	$50
20. Sign - Face Change	$30
21. Sign – Marquee Advertisement	$20
22. Tent Permit	$50
23. Storage Building Permit over 120 sq. ft.	See Table 1A
24. Temporary Building/Construction Trailer	$100
25. Unauthorized Cover-up Fee	$75 per missed inspection step
26. Water Well Drilling Permit	See Table 1A (*governed by Chapter 102, Article X*)
27. Working Without a Permit (Investigation Fee)	Equal to the cost of the permit (in addition to permit fee)
28. Refund policy	80% of the permit fee when no work has been done. 80% of the plan review fee when no plan review has been done. Requires written request and approval.

Table 7 Permit Fees - Additions/Alterations/Fire Damage			
	App Fee	**Plan Review Fee**	**Permit Fee**
1. 1 & 2 Family Dwellings	$50	$100	See Table 1A
2. Multi-family (3 units and above)	$100	50% of permit (min $100)	See Table 2A
3. Commercial Buildings	$100	50% of permit (min $100)	See Table 2A
Note: If outside consultant inspections and/or plan review are used, total actual cost to the Town of Little Elm will be used.			

Table 8 Consumer Health Fees	
Type of Establishment	**Fee**
1. Opening Inspection (applies to all food service and grocery at time of opening)	$250 (In addition to the annual fee)
2. Food Service	$350 annual fee
3. Food Service – limited purpose	$50 annual fee
4. Food Service -Non-Profit (Public School)	No Charge
5. Grocery – Major	$1000 annual fee
6. Grocery - Minor	$350 annual fee
7. Daycare (commercial) / Private School	$350 annual fee
8. Pool (Public & Semi-Public)	$175 annual fee
9. Mobile Truck – Hot	$200 / 6 months (*plus Table 11 Vendor/Solicitor*)
10. Mobile Truck – Cold	$100 / 6 months (*plus Table 11 Vendor/Solicitor*)
11. Temporary Food	$25 per cart (*Town sponsored special events exempt*)
12. Liquid Waste Transporter	$50 annual fee
13. Reinspection / Reinstatement / Valid Complaint (as needed/requested)	$175 per inspection

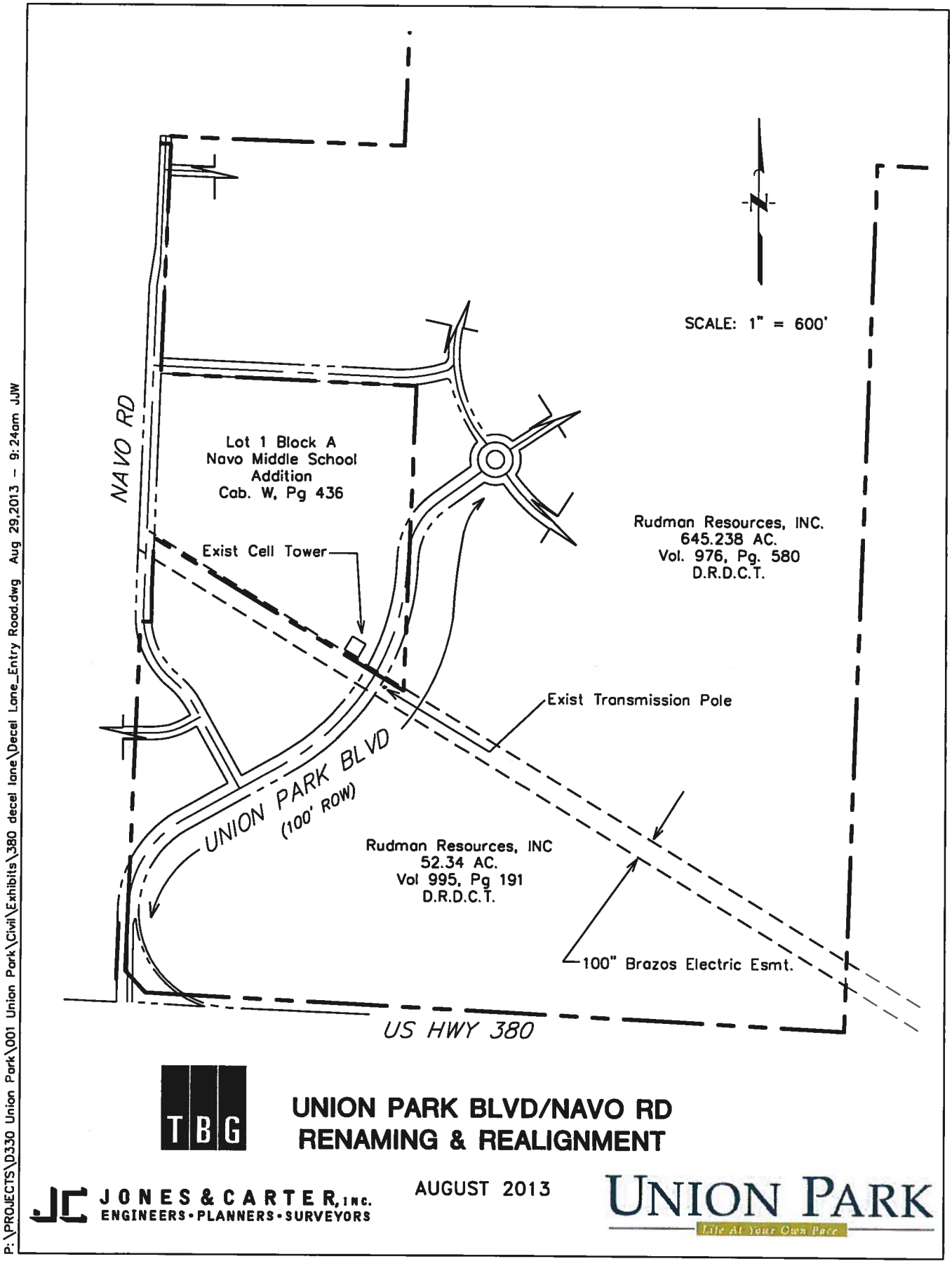
Table 9 Zoning / Variance Fees	
Application Type	**Fee**
1. Zoning Change	$500
2. Planned Development	$750
3. Specific Use Permit (SUP)	$500
4. Variance (BOA)	$300

Table 10 Subdivision Fees	
Plat Type	**Fee**
1. Preliminary Plat	
Single Family	$300 plus $15 per lot
Multi-family and non-residential	$300 plus $20 per acre
2. Final Plat	
Single Family	$300 plus $15 per lot
Multi-family and non-residential	$300 plus $20 per acre
3. Minor Plat	$300
4. Replat	
Single Family	$300 plus $15 per lot
Multi-family and non-residential	$300 plus $20 per acre
5. Amending Plat	$200 plus $15 per lot
6. Conveyance Plat	$200 plus $15 per lot
7. Plat Vacation	$200
8. Plat Extension	$200
9. Plat Filing	$200

Table 11 Miscellaneous Development Fees	
	Fee
1. Annexation Request Fee	$500
2. Site Plan Review	$500
3. Roadway Impact Fees	See Impact Fee Ordinance
4. Water/Sewer Impact Fees	See Impact Fee Ordinance
5. Park Land Dedication	See Park Land Dedication Ordinance
6. Tree Removal Plan Review	
0 to 5 acres	$150
Over 5 acres	$250
7. Tree Mitigation	See Zoning Ordinance
8. Seasonal Sale	
Short Term	$100
Long Term	$400
9. Vendor / Solicitor	*(governed by Chapter 26 of the Code of Ordinances)*
Solicitor	$100 + $50 per additional person beyond applicant
Itinerant Vendor	$100 + $50 per additional person beyond applicant
Special Event	$50 + $25 food if applicable *(see Table 8)*

Table 12 Document Fees	
Document Type	**Fee**
1. Comprehensive Plan (Book)	$25
2. Comprehensive Plan (CD)	$10
3. Maps, Electronic Media, Open Records	Actual cost, per State law
4. Zoning Verification Letter	$50
5. Meeting Recording (CD)	$10
6. Email/Print Building Plans fee:	$10 per set (up to 11 x 17)

ATTACHMENT 12
NAVO ROAD



P:\PROJECTS\D330 Union Park\001 Union Park\Civil\Exhibits\380 decel lane\Decel Lane_Entry Road.dwg Aug 29,2013 - 9:24am JJW

TBG

UNION PARK BLVD/NAVO RD RENAMING & REALIGNMENT

JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

AUGUST 2013

UNION PARK
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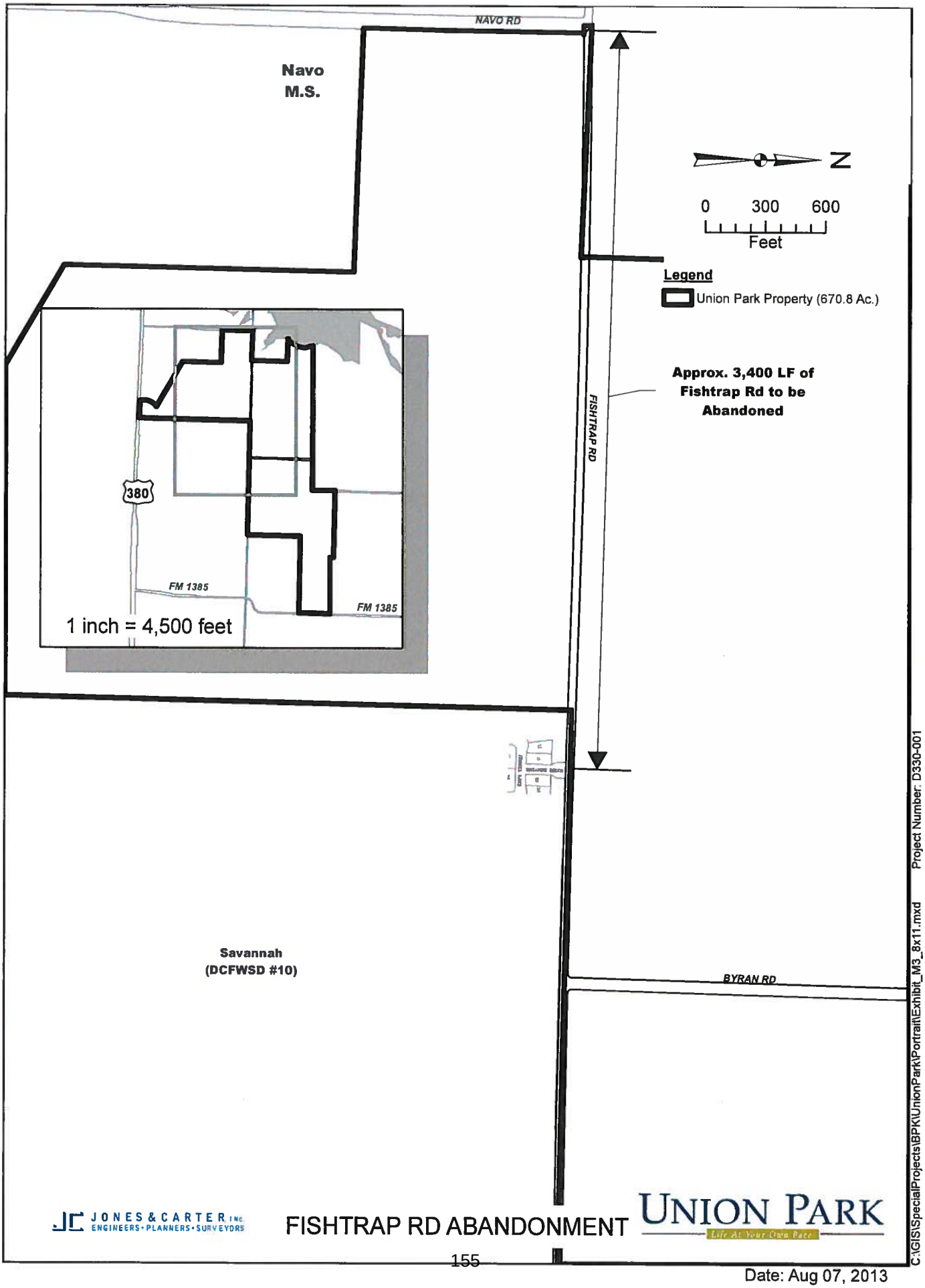


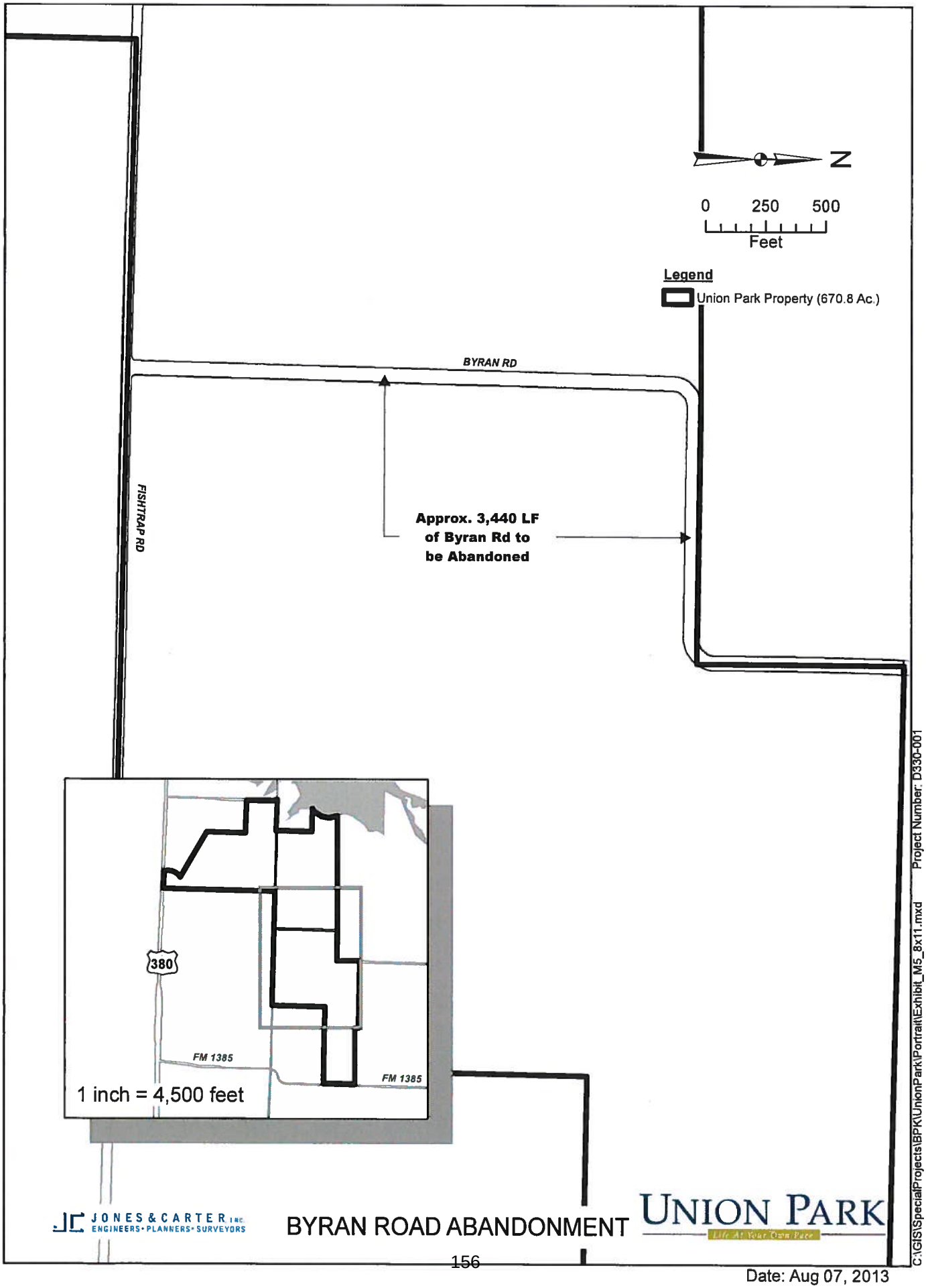
JONES & CARTER INC.
ENGINEERS • PLANNERS • SURVEYORS

FISHTRAP RD ABANDONMENT

UNION PARK
Life At Your Own Pace

Date: Aug 07, 2013

C:\GIS\SpecialProjects\BPK\UnionPark\Portrait\Exhibit_M3_8x11.mxd Project Number: D330-001



JONES & CARTER INC.
ENGINEERS • PLANNERS • SURVEYORS

BYRAN ROAD ABANDONMENT

UNION PARK
Life At Your Own Pace

Date: Aug 07, 2013

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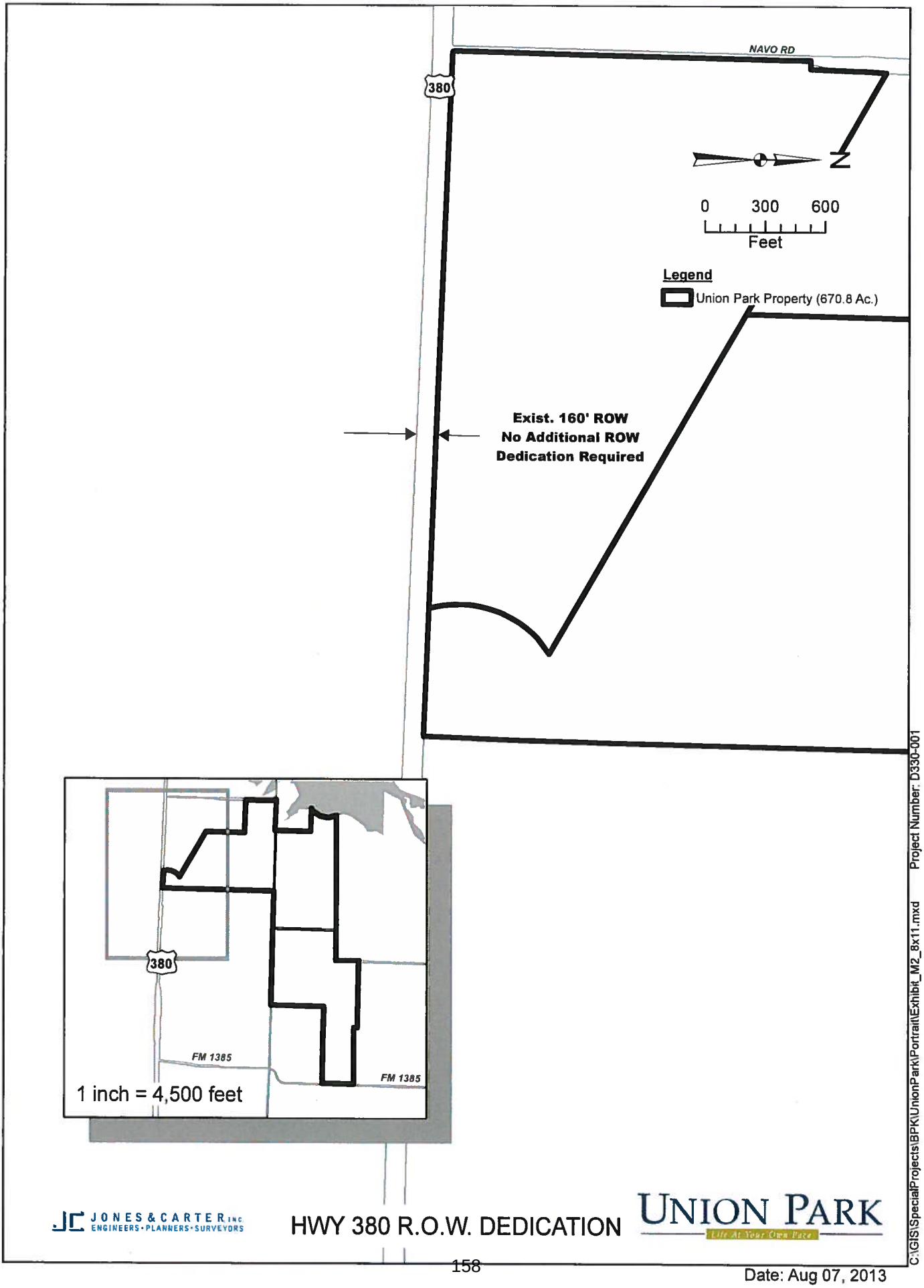
ATTACHMENT 13
HIGHWAY 380 – REQUIRED DEDICATION



JONES & CARTER INC
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HWY 380 R.O.W. DEDICATION

UNION PARK
Life At Your Own Pace

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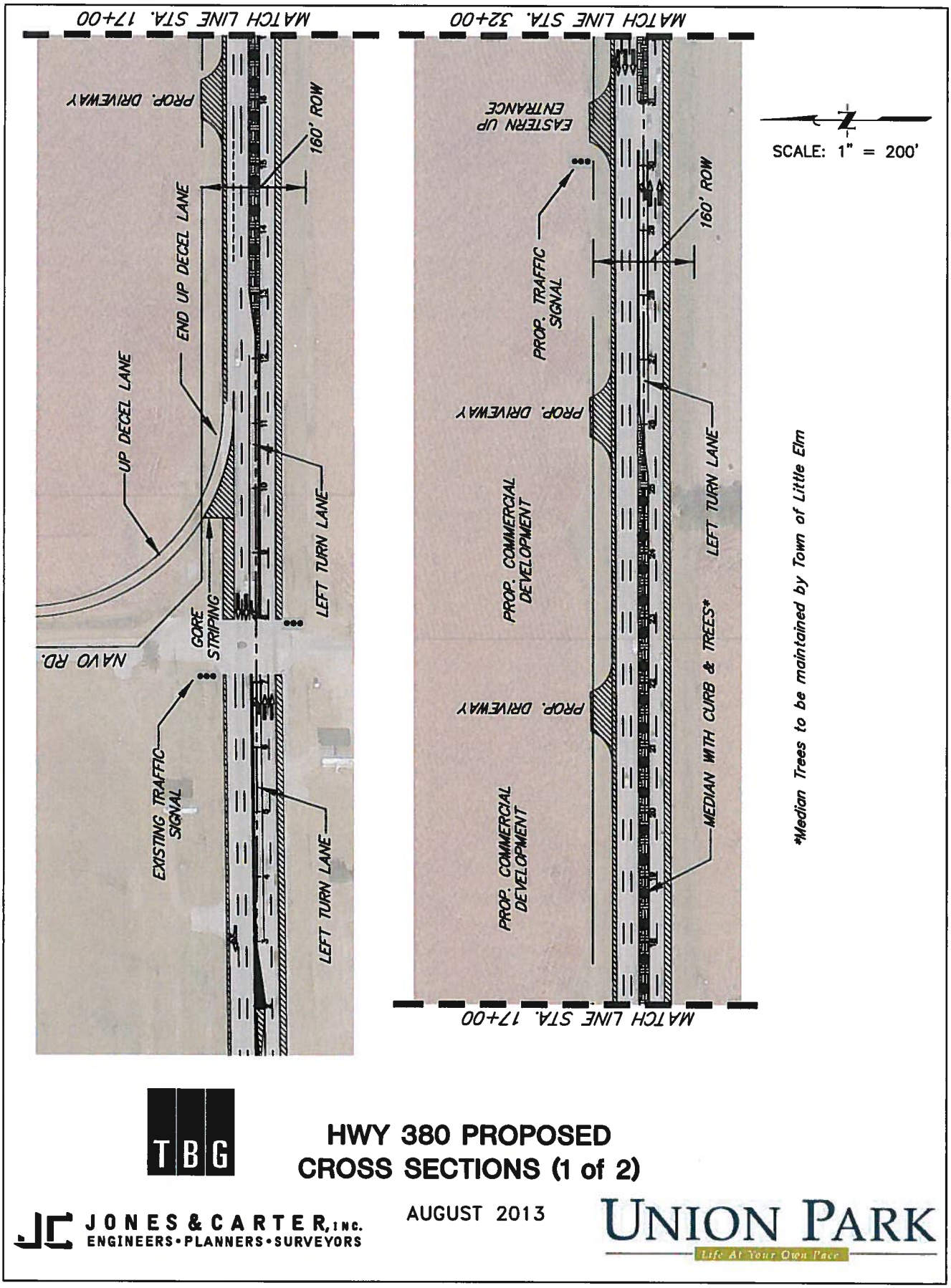
Date: Aug 07, 2013

ATTACHMENT 14
HIGHWAY 380 CROSS SECTIONS



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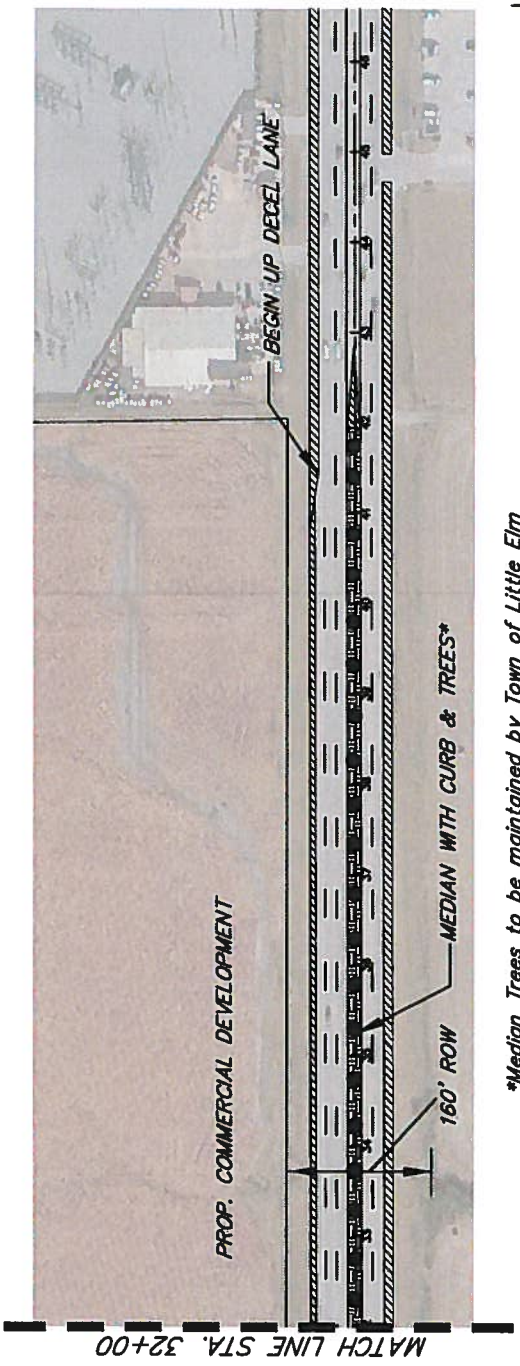
TBG

HWY 380 PROPOSED CROSS SECTIONS (1 of 2)

AUGUST 2013

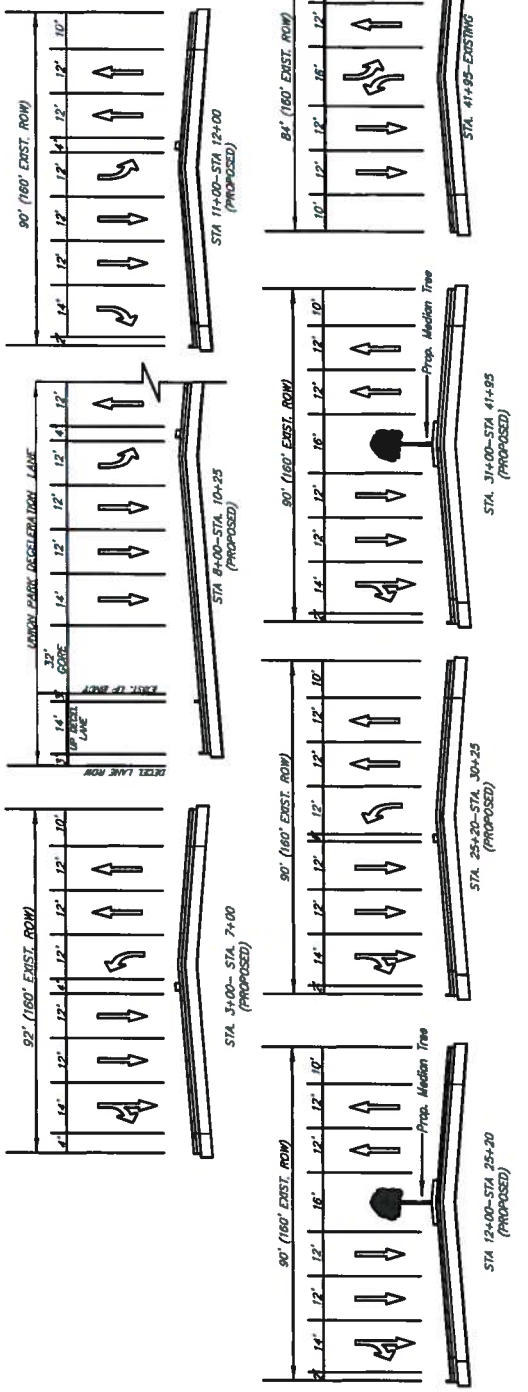
JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

UNION PARK
Life At Your Own Pace



SCALE: 1" = 200'

*Median Trees to be maintained by Town of Little Elm



HWY 380 PROPOSED CROSS SECTIONS (2 of 2)

AUGUST 2013

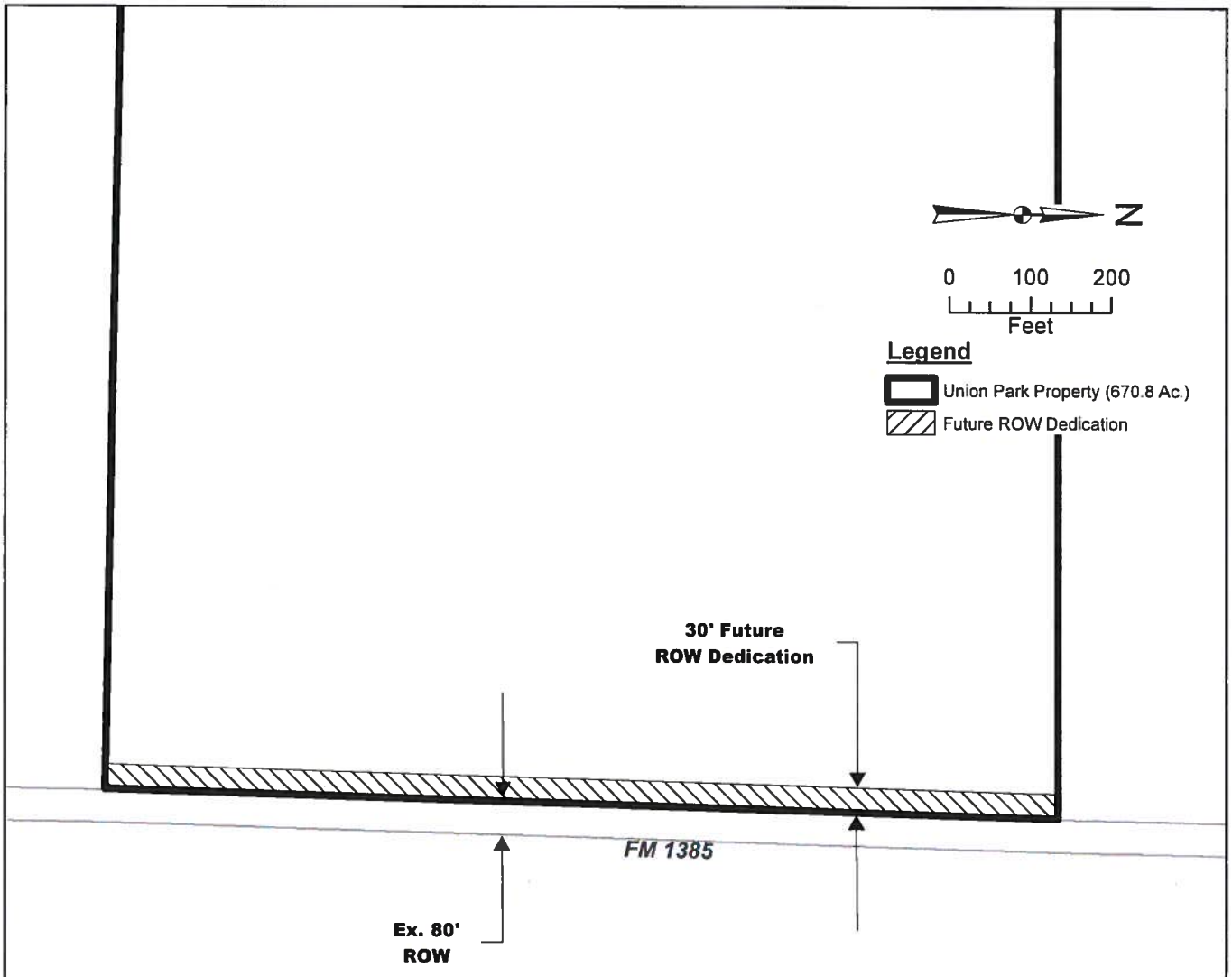
TBG

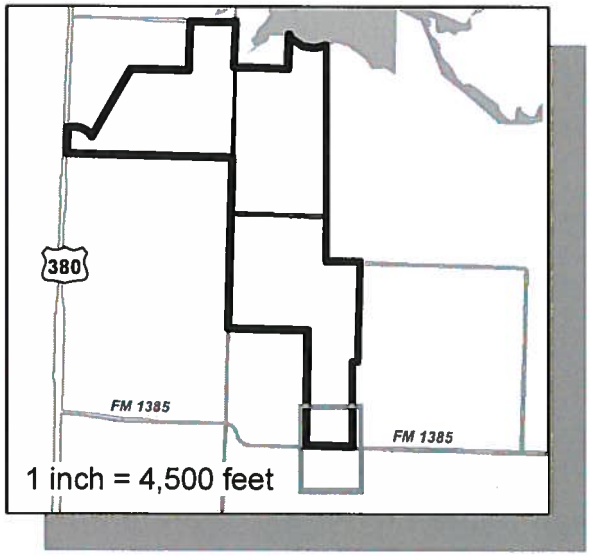
JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

UNION PARK
Life At Your Own Pace

P:\PROJECTS\D330 Union Park\001 Union Park\Civil\Exhibits\380 scematic\US 380 6-8-13.dwg Aug 01,2013 - 11:23am JJW

ATTACHMENT 15
FM 1385 – REQUIRED DEDICATION





JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

FM 1385 R.O.W. DEDICATION

UNION PARK
Life At Your Own Pace

Date: Aug 07, 2013

C:\GIS\SpecialProjects\BPK\UnionPark\Portrait\Exhibit_M1_8x11.mxd Project Number: D330-001

EXHIBIT I
PORTION OF THE PROPERTY FORMERLY WITHIN PROSPER'S ETJ

HILLWOOD/PROSPER
ETJ TRACT
257.3 Acres

BEING a tract of land out of a called 757.040 acre tract described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961 of the Denton County Deed Records (D.R.D.C.T.) and being located in the William Lumpkin Survey, Abstract 730 and the Thomas Navo Survey, Abstract 964 and being more particularly described as follows:

BEGINNING at the southeast corner of said 109.503 acre tract and the west right of way line of FM 1385;

THENCE N 87° 43' 38" W, along the south line of the said 109.503 acre tract, a distance of 1891.09 feet to a point for the northwest corner of the 20.264 acre Savannah Properties Associates, LP tract as recorded in Document No. 2004-164139 of the D.R.D.C.T., and being the northeast corner of the 40.739 acre tract of land described in deed to Savannah Properties Associates, LP, as recorded in Document No. 2004-37441, D.R.D.C.T.;

THENCE N 87° 53' 20" W, continuing along the south line of the said 109.503 acre tract, a distance of 939.59 feet to a point for the most easterly southwest corner of the said 109.503 acre tract and being the northwest corner of the said 40.739 acre tract and being in the east line of the said 645.238 acre tract;

THENCE S 02° 11' 21" W, along the east line of the said 645.238 acre tract, a distance of 1981.34 feet to a point in the approximate centerline of said Fishtrap Road and being the southeast corner of the said 645.238 acre tract;

THENCE N 88° 03' 53" W, along the approximate centerline of Fishtrap Road and along the most northerly south line of the said 645.238 acre tract, a distance of 2935.71 feet to a point for corner at the beginning of a non-tangent curve to the right;

THENCE Along said non-tangent curve to the right having a central angle of 26°24'40", a radius of 5280.00 feet, a chord bearing of N 15°49'17" E, 2412.37 feet and an arc length of 2433.86 feet to a point for corner in the north line of the said 645.238 acre tract;

THENCE S 88° 09' 26" E, along the north line of the said 645.238 acre tract, a distance of 642.79 feet to a point for the westerly southwest corner of said 109.503 acre tract;

THENCE N 02° 01' 46" E, along the west line of the said 109.503 acre tract and along the approximate centerline of Byran Road, a distance of 862.83 feet to a point for the northwest corner of said 109.503 acre tract;

THENCE, along the north line of the said 109.503 acre tract, the following courses:

S 88° 33' 41" E, a distance of 1200.64 feet to a point for corner;

S 88° 34' 26" E, a distance of 818.96 feet to a point for corner;

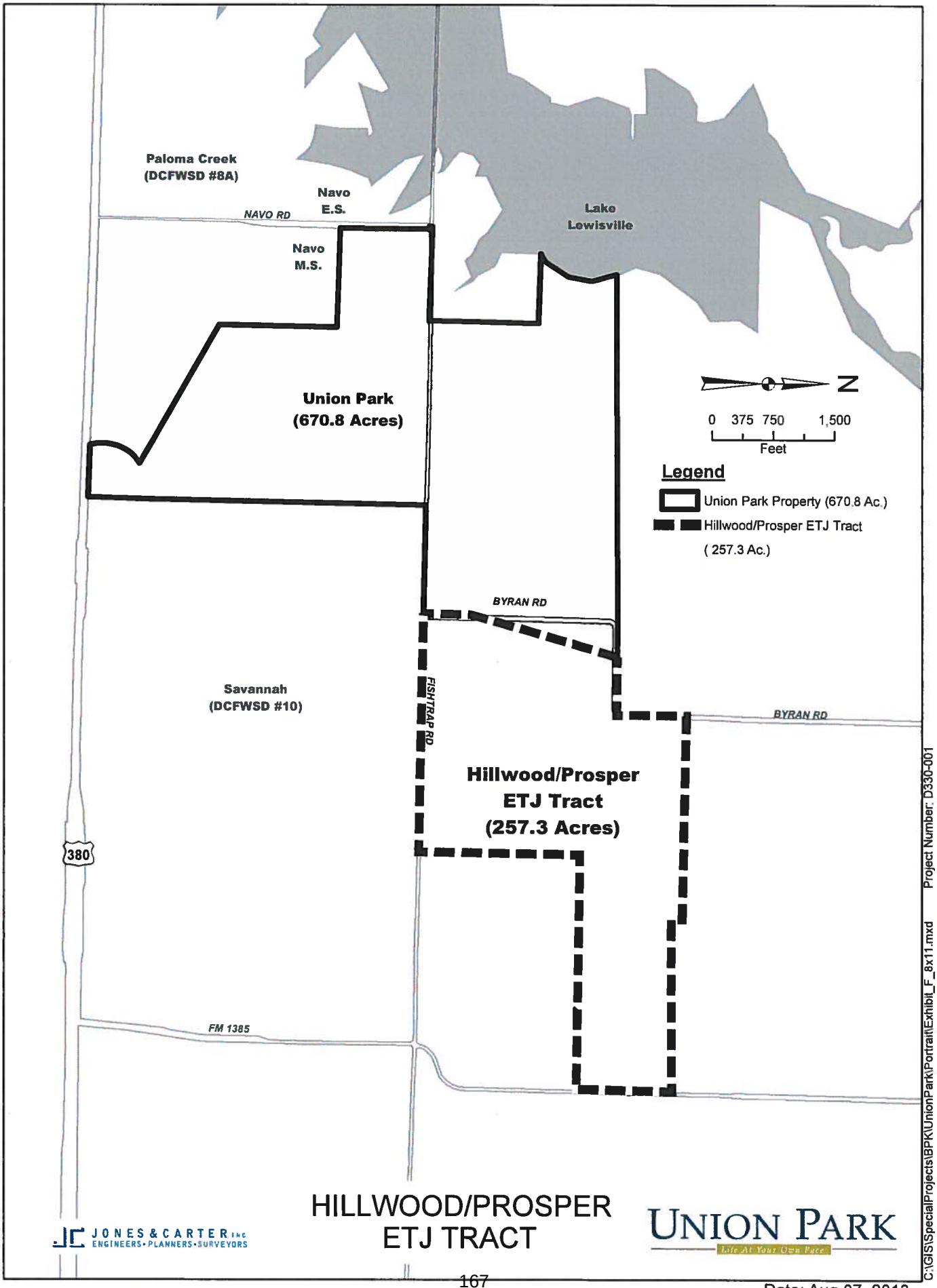
S 88° 15' 06" E, a distance of 438.64 feet to a point for corner;

S 00° 34' 22" E, a distance of 122.17 feet to a point for corner;

S 87° 46' 03" E, a distance of 2091.15 feet to a point for the northeast corner of the said 109.503 acre tract and being on the west right of way line of FM 1385, an 80 foot right of way;

THENCE S 02° 04' 14" W, along the east line of the said 109.503 acre tract and along the west right-of-way line of said FM 1385, a distance of 1124.66 feet the **POINT OF BEGINNING**, containing 257.3 acres of land, more or less.

This document was prepared under 22 TAC 663.21, does not does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


Paloma Creek
(DCFWSD #8A)
Navo
E.S.
NAVO RD
Navo
M.S.
Lake
Lewisville
Union Park
(670.8 Acres)
N
0 375 750 1,500
Feet
Legend
Union Park Property (670.8 Ac.)
Hillwood/Prosper ETJ Tract
(257.3 Ac.)
BYRAN RD
Savannah
(DCFWSD #10)
FISHTRAP RD
BYRAN RD
Hillwood/Prosper
ETJ Tract
(257.3 Acres)
380
FM 1385
HILLWOOD/PROSPER
ETJ TRACT
JONES & CARTER INC
ENGINEERS • PLANNERS • SURVEYORS
UNION PARK
Life At Your Own Pace
C:\GIS\SpecialProjects\BPK\UnionPark\Portrait\Exhibit_F_8x11.mxd
Project Number: D330-001
Date: Aug 07, 2013

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

WORKSHOP, PUBLIC HEARING AND REGULAR TOWN COUNCIL MEETING
Tuesday April 19, 2016

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

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

    a. Invocation:
    b. Items to be withdrawn from Consent Agenda. ***None***
    c. Emergency Items if posted. ***None***
    d. Request by the Town Council for items to be placed on a future agenda for discussion, and recognition of excused absences. ***Mayor Hillock*** asked that council and staff revisit the 380 Overlay District and Signage at a future Workshop.
    e. Presentation of monthly updates from department heads: ***Town Manager Matt Mueller*** informed council of invites to the Union Park Ribbon Cutting on Saturday April 30th at 3:30 and a Town Hall Meeting with TXDOT on May 3rd – 6:30 at the high school. This is a regular council meeting night; but suggested a Council member attend. Council member Muster will be attending.
    f. Council to highlight items on the agenda needing further discussion or comments prior to the regular session. ***None***

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

3. Pledge to the Flags:

    a. United States Flag
    b. Texas Flag

4. Public Comments: ***None***

5. Upon motion by Council member Dominy and second by Council member McCellan the members ***voted 5-0*** to approve Consent Agenda as presented:

    a. **Minutes** of the April 5, 2016 Workshop, Public Hearings and Regular Meeting.
    b. **Authorize** purchase of IT equipment from Office Depot in an amount not to exceed $89,281.99.

c. **Award** Bid 2016-50 for Annual Street Maintenance to Quality Excavation, LTD. for an amount not to exceed $661,647.50 and authorize the Town Manager to execute the contract.
d. **Final Acceptance** of Glen Cove Wall, West Gateway, and Eldorado Sidewalk Improvements.
e. **Final Acceptance** of Rockhill Parkway.
f. **Final Acceptance** of McCord Park Pedestrian Bridge.
g. **Final Acceptance** of Westside Water & Sewer.
h. **Final Acceptance** of Beard Park Site Work Improvements.

6. **Public Hearing:** on request to rezone approximately 12.8 acres of land from Light Industrial (LI) with 380 Overlay District to Planned Development-Light Industrial (PD-LI) with 380 Overlay District to allow for self-storage uses, generally located south of University Drive and approximately 775 feet east of FM 1385, within Little Elm town limits.

   a. Staff Comments: ***Town Planner Lisa Reich*** stated that the subject property of the proposed PD is located on a site that is approximately 12.8 acres and current zoned Light Industrial (LI) with 380 Overlay. It is situated east of Holt Cat and west of vacant land zoned LI with 380 Overlay. Floodplain lies to the south. Self-Storage uses are required to obtain an SUP in Light Industrial districts, but PD is required for this application because the 380 Overlay district prohibits self-storage uses. Thus, this use will not be permitted in the 380 Overlay without permission from Council. The subject property will have access directly from University Drive and will provide a stub-out for cross access to the adjacent properties. The architectural elevations of all self-storage building will comply with the 80% brick/stone requirements of the Code of Ordinances, as shown in the conceptual renderings. Staff feels that this use would be valuable for the future residents that will be quickly moving into Union Park, Valencia, Paloma Creek, Frisco Hills, and Hillstone Pointe, as well as the three apartment complexes that are under construction on 380. On April 7th the Planning and Zoning Commission unanimously recommended approval of the proposed PD, subject to staff's requested provisions. Staff recommends approval of the requested PD with the following Ordinance provisions: (1) the subject property shall have a Light Industrial (LI) base zoning district with 380 Overlay that additionally allows for self-storage uses, and (2) the attached exhibits are conceptual in nature and shall not over-ride the zoning ordinance at the time of site plan and building plan review.
   b. Opened Public Hearing ***at 6:07 p.m.***
   c. Received Public Comments: ***None- Applicant Jarrod Yates*** **2200 K Ave #200 Plano, Texas** gave council a brief power point stating that Public Storage has been in existence since 1972 they are the developer, manager, and operator. They do not construct piece meal facilities; showed pictures of buildings at Stacy Road and 121 in McKinney, Legacy at Main Street in Frisco. Also presented the zoning map of the property and surrounding properties. The storage facility would be a service to the residents; the location does not impact homeowners, best use for an irregular

tract, no strain on the infrastructure of the town, and long term business, as we do not sell.

d. Closed Public Hearing ***at 6:08 p.m.*** Council members discussed the proposed zoning request and consensus was this was not the best use of the property.

e. Upon motion by Council member McClellan and second by Council member Musteen the members ***voted 5-0*** to ***DENY*** Ordinance No. 1325 an Ordinance of the Town of Little Elm Texas, amending the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, herefore amended, by changing the zoning on approximately 12.8 acres of land generally located south of University Drive and approximately 775 feet east of FM 1385 from Light Industrial (LI) with 380 Overlay District to Planned Development-Light Industrial (PD-LI) with 380 Overlay in order to allow for Self-storage Uses; 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.

7. **Reports and requests for Town Council consideration and appropriate action:**

a. Upon motion by Council member McClellan and second by Council member Musteen the members ***voted 5-0*** to adopt Ordinance No. 1326 an Ordinance authorizing the issuance of "Town of Little Elm, Texas General Obligation Refunding Bonds, Series 2016," specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for payment of said bonds; and resolving other matters incident and related to the issuance, sale, payment, and delivery of said bonds; including the approval and execution of a Paying Agent/Registrar Agreement and Escrow Agreement, and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date.

b. Upon motion by Council member McClellan and second by Council member Blais the members ***voted 5-0*** to adopt Ordinance No.1327 an Ordinance authorizing the issuance of "Town of Little Elm, Texas, Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2016", providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's Waterworks and Sewer System; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates; including the approval and execution of a Paying Agent/Registrar Agreement; the approval and distribution of a Preliminary Official Statement and Official Statement; and providing an effective date.

8. **FYI:** (All matters are provided to the Town Council for informational purposes only)
   a. Town Secretary Monthly Report for March 2016.
   b. Development Services Monthly Report for March 2016.
   c. Public Works Monthly Report for March 2016.
   d. Police Department Monthly Reports for March 2016.

e. Fire Department Monthly Reports for March 2016.
f. Parks, Recreation and Library Monthly Reports for March 2016.

NO CLOSED EXECUTIVE SESSION WAS HELD

9. Council will convene in **Executive Session** 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.

10. Reconvene into **Open Session:** Discussion and consideration to take any action necessary as the result of the Executive Session.

- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

11. Adjourned Work Shop and Regular Meeting ***at 6:36 p.m.***

Respectfully,

Town Secretary

PASSED AND APPROVED this_____day of May 2016.

TOWN OF LITTLE ELM

Town Council

Staff Report

PROJECT:	16-FP-004 Parker Crossing	
HEARING DATES:	Planning & Zoning Commission:	4/21/16
	Town Council	**5/3/16**
REQUEST:	Proposal to final plat 1 commercial lot	
PROPOSED USE:	Retail	
LOCATION:	The subject property is generally located on the southeast corner of University Drive and Oak Grove Parkway, within Little Elm town limits.	
SIZE:	Approximately 31.345 acres	
CURRENT ZONING:	Light Commercial (LC)	
EXISTING USE / SITE ATTRIBUTES:	Former Lincoln Park site, now vacant	
APPLICANT:	Baird, Hampton, & Brown, Inc.	
PROPERTY OWNER:	HEB Grocery Company	
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 the completion of staff's requested revisions.	
RECOMMENDED ACTION:	Staff recommends approval of the Final Plat, subject to the completion of staff's requested revisions. *On April 21, 2016, the Planning & Zoning Commission unanimously recommended approval of the proposed plat, subject to completion of staff's recommended revisions and TxDOT approval.*	
TOWN CONTACT:	Lisa Reich – Town Planner	
ATTACHMENTS:	Location Map Final Plat	

LITTLE ELM

Location Map

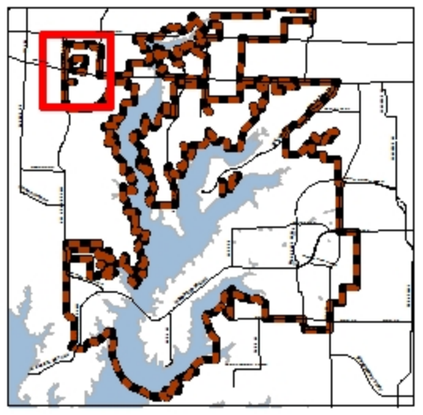
Parker Crossing
Town of Little Elm
Denton County, TX

Date: 3/28/2016

0 17,000 34,000 Feet

Legend

- Roads
- Town Limit
- ETJ



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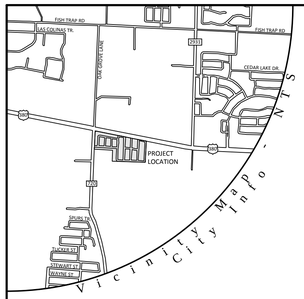
This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

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



OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, HEB Grocery Company is the Owner of a tract of land situated in the Marsella Jones Survey, Abstract No. 662, the Town of Little Elm, Denton County, Texas, same being a portion of Lot 2, Block A, Parker Crossing as shown on the Conveyance Plat recorded in Document No. 2015-368, Official Public Records, Denton County, Texas (OPRDCT) and being more particularly described by metes and bounds as follows: (Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using GPS Technology in conjunction with the RTK Cooperative Network, all distances at ground).

BEGINNING at a found aluminum TxDOT monument for the northeast corner of said Lot 2, same being the northwest corner of a tract of land described by deed to Mary Caroline Mims, Katherine Ann Nash and Laura Elizabeth Keck as recorded in Volume 4262, Page 877, OPRDCT, and being in the south right-of-way of U.S. Highway No. 380 (a variable width right-of-way);

THENCE South 02°58'59" West with the common line between said Lot 2 and the said Mims, Nash, Keck tract, a distance of 814.73 feet to a found 5/8 inch capped iron rod marked "Petitt RPLS 4087" (CIRF) for the southeast corner of said Lot 2;

THENCE North 88°46'57" West, departing the said common line and with the south line of said Lot 2, a distance of 1014.60 feet an angle point being the southerly southwest corner of said Lot 2, same being the east corner of a tract of land as described by deed to CADG Lincoln Park South, LLC as recorded in Document Number 2015-16385, OPRDCT;

THENCE North 79°57'37" West, with the common line between said Lot 2 and the said CADG Lincoln Park South tract, a distance of 304.20 feet to CIRF being in the east line of a tract of land as described by deed to the United Methodist Church as recorded in Volume 2269, Page 584, OPRDCT;

THENCE North 01°58'04" East with the common line between the said United Methodist Church tract and said Lot 2, a distance of 408.57 feet to a found 1/2 inch capped iron rod marked "JDZ 2480" for a re-entrant corner of said Lot 2, same being the northeast corner of the said United Methodist Church tract;

THENCE North 87°42'06" West continuing with the said common line, at a distance of 459.38 feet passing the northwest corner of the said United Methodist Church tract, same being the northeast corner of a tract of land described by deed to Oak Grove Methodist Church Cemetery Association as recorded in Volume 2269, Page 580, OPRDCT, continuing in all a distance of 580.66 feet to a found 1/2 inch iron rod for the westernmost southwest corner of said Lot 2, same being the northwest corner of the said Oak Grove Methodist Church Cemetery Association tract and being in the east right-of-way of Farm to Market Road 720 West (a variable width right-of-way);

THENCE North 01°30'44" East departing the said common line and with the common line between said Lot 2 and the said east right-of-way, a distance of 259.46 feet to an IRS;

THENCE North 13°50'59" East, a distance of 33.46 feet to an IRS in the common line between said Lot 2 and Lot 1 of the said Parker Crossing addition;

THENCE with the common line between said Lot 1 and said Lot 2 the following courses and distances:

South 87°42'39" East, a distance of 271.79 feet to an IRS;
South 79°39'56" East, a distance of 350.68 feet to an IRS for a re-entrant corner of said Lot 2, same being the southeast corner of said Lot 1;
North 09°48'35" East, a distance of 324.50 feet to an IRS for the northernmost northwest corner of said Lot 2, same being the northeast corner of said Lot 1 and being in the southern right-of-way of the aforementioned U.S. Highway No. 380;

THENCE South 79°39'56" East, with the common line between said Lot 2 an the said U.S. Highway No. 380, a distance of 707.95 feet to a CIRF;

THENCE South 76°48'11" East, continuing with the said common line, a distance of 100.12 feet to a found aluminum TxDOT monument;

THENCE South 79°39'56" East, continuing with the said common line, a distance of 449.11 feet to the **POINT OF BEGINNING** and **CONTAINING** 1,358,347 Square Feet or 31.183 Acres of land more or less.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That HEB Grocery Company, Owner, do hereby adopt that plat designating the hereinabove described property as **LOT 2, BLOCK A, PARKER CROSSING,** an addition to the Town of Little Elm and do hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility 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 systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Little Elm, Texas.

Witness our hands at Denton County, Texas, this _____ day of _____, 2016.

_____
Authorized Agent
John Rose
HEB Grocery Company

STATE OF TEXAS
COUNTY OF DENTON

Before me, the undersigned authority, a Notary Public in and for said County and State on this date personally appeared John Rose, Authorized Agent, known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2016.

_____
Notary Public in and for the State of Texas

KNOW ALL MEN BY THESE PRESENTS:

That I, John G. Margotta, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the platting rules and regulations of the Town of Little Elm, Texas.

PRELIMINARY, THIS DOCUMENT SHALL
NOT BE RECORDED FOR ANY PURPOSE

Purpose of Document: Review
Surveyor: John G. Margotta
Registered Professional Land Surveyor No. 5956
Release Date: 4-18-16

_____
John G. Margotta
Registered Professional Land Surveyor
Date: April 18, 2016

Owner:
HEB Grocery Company
3890 W. Northwest Highway, Suite 300
Dallas, Texas 75220

Land Surveyor:

BAIRD, HAMPTON & BROWN, INC.
ENGINEERING & SURVEYING
6300 Ridglea Place, Ste. 700, Ft. Worth, TX 76116
jmargotta@bhbinc.com 817-338-1277 www.bhbinc.com
BHB Project #2015.174.000 TBPE Firm F-44 TBPLS Firm 10011300

LINCOLN PARK NW CORNER, INC.
DOC. NO. 2007-25118
R.P.R.D.C.T.

WESTERN RIM INVESTORS 2015-1, L.P.
DOC. NO. 2015-17019
R.P.R.D.C.T.

LEGEND

IRF.....Found 5/8 Inch Capped Iron Rod Marked "Petitt RPLS 4087"
IRS.....Set 5/8 Inch Capped Iron Rod Marked "BHB INC"
P.R.D.C.T...Plat Records Denton County, Texas
D.R.D.C.T...Deed Records Denton County, Texas
TXDOT.....3-1/2" Aluminum Disk

N
W E
S

80' 40' 0 80' 160'
DRAWING SCALE: 1" = 80'

CADG LINCOLN PARK, LLC
TRACT 2
DOC. NO. 2015-16384
R.P.R.D.C.T.

2931 COMMERCIAL, L.P.
DOC. NO. 2008-132752
R.P.R.D.C.T.

CIRF
MON
Billboard Easement
Doc. No. 2010-47690
D.R.D.C.T.
TXDOT
CIRF
N: 7,131,396.33
E: 2,435,107.86
U.S. STATE PLANE 1983
TEXAS NORTH CENTRAL
(ZONE 4202)
GRID
IRS
S79°39'56"E
U.S. HIGHWAY NO. 380
(VARIABLE WIDTH RIGHT-OF-WAY)
707.95'
CIRF
L1
TXDOT
S79°39'56"E
449.11'
POB
TXDOT
N: 7,131,165.99
E: 2,436,343.37
U.S. STATE PLANE 1983
TEXAS NORTH CENTRAL
(ZONE 4202)
GRID
30' X 50' Billboard Easement
Doc. No. 2015-16383
D.R.D.C.T.
30' X 50' Billboard Easement
Doc. No. 2015-368
P.R.D.C.T.
30' X 50' Billboard Easement
Doc. No. 2015-368
P.R.D.C.T.
30' X 50' Billboard Easement
Doc. No. 2015-16383
D.R.D.C.T.
30' X 50' Billboard Easement
Doc. No. 2015-368
P.R.D.C.T.
Billboard Easement
Doc. No. 2015-368
P.R.D.C.T. &
Doc. No. 2015-16383
D.R.D.C.T.
LOT 1, BLOCK A
PARKER CROSSING
Doc. No. 2015-368
P.R.D.C.T.
324.50'
S79°39'56"E
N09°48'35"E
350.68'
IRS
CIRF
IRS
S87°42'39"E
271.79'
IRS
L2
259.46'
N01°30'44"E
FARM TO MARKET ROAD
NO. 720 WEST
(VARIABLE WIDTH RIGHT-OF-WAY)
814.73'
S02°58'59"W
Utility Easement
Upper Trinity Regional Water District
Vol. 4962, Pg. 853
D.R.D.C.T.
Southwest Bell Telephone
10'X25' Equipment Station Easement
Vol. 2005, Pg. 812
D.R.D.C.T.
Found
1/2 Inch
Iron Rod
N87°42'06"W
580.66'
Found
1/2 Inch Capped
Iron Rod Marked
"JDZ 2480"
408.57'
N01°58'04"E
CIRF
N79°57'37"W
304.20'
IRS
N88°46'57"W
1014.60'
CIRF
Found
1/2 Inch
Iron Rod
4" METAL POST
Approximate Location Of
Sanitary Sewer Control Easement
Vol. 4377, Pg. 1840
D.R.D.C.T.
(Abandoned By This Plat)
CADG LINCOLN PARK SOUTH, LLC
DOC. NO. 2015-16385
D.R.D.C.T.
Approximate Location
Of Sanitary Control Easement
Vol. 4377, Pg. 1840
D.R.D.C.T.
(Abandoned By This Plat)
OAK GROVE METHODIST CHURCH CEMETERY ASSOCIATION
VOL. 2269, PG. 580
D.R.D.C.T.
TRUSTEES AND THEIR SUCCESSORS OF NORTH TEXAS
CONFERENCE OF THE UNTIED METHODIST CHURCH
VOL. 2269, PG. 584
D.R.D.C.T.
MARY CAROLINE MIMS,
KATHERINE ANN NASH AND
LAURA ELIZABETH KECK
(1/4 INTEREST)
VOL. 4262, PG. 877
D.R.D.C.T.
SPIRITAS RANCH
ENTERPRISES
VOL. 2737, PG. 131
D.R.D.C.T.
Utility Easement
Upper Trinity Regional Water District
Vol. 5042, Pg. 3708
D.R.D.C.T.
SPIRITAS RANCH
ENTERPRISES
VOL. 833, PG. 38
D.R.D.C.T.

LOT 2, BLOCK A
1,358,347 SQ. FT
31.183 Ac.

A PORTION OF
LOT 2, BLOCK A
PARKER CROSSING
Doc. No. 2015-368
P.R.D.C.T.

NOTES

1. Basis of bearing being State Plane Grid - Texas North Central Zone (4202) NAD83 as established using GPS Technology in conjunction with the RTK Cooperative Network. Reference frame is NAD83 Cors96 Epoch 2011.0000.
2. All distances shown are at ground.
3. Vertical Datum established using GPS Technology in conjunction with the RTK Cooperative Network. All elevations shown are NAVD88.
4. This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.
5. All common areas will be owned and maintained by the HOA/POA.
6. Notice - 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.
7. This plat does not alter or remove existing deed restriction, if any, on this property.
8. This subject property is located within Zone-X, Areas determined to be outside the 0.2% annual chance floodplain per FIRM, Flood Insurance Rate Map, Community Panel Number 4807810405 G, Map Revised April 18, 2011.

Line Table		
Line #	Direction	Length
L1	S76°48'11"E	100.12'
L2	N13°50'59"E	33.46'

The Town of Little Elm, Texas
Plat Approval Date:

By: _____
Town Official *Date*

By: _____
Town Secretary *Date*

FINAL PLAT
LOT 2, BLOCK A
PARKER CROSSING
Being a portion of Lot 2, Block A
Town of Little Elm, Denton County, Texas
MARCH 2016

Drawing: E:\Survey15\174\000\Dwg\BHB-PARKER-CROSSING-PLAT-WITHOUT-ESMTS.dwg

TOWN OF LITTLE ELM

16-FP-005 Paloma Creek South, Phase 6A

Planning & Zoning Commission: 4/21/16

Town Council

Proposal to final plat 1 non-residential lot

HOA Open Space

The subject property is generally located along Salt Branch Road, within Little Elm's ETJ.

Approximately 4.601 acres

ETJ

Undeveloped

Petitt Barraza, LLC

Paloma Creek Homeowners Association, Inc.

The applicant has completed staff's requested revisions. The proposed plat is in compliance with Little Elm's subdivision regulations.

Staff recommends approval of the Final Plat.

On April 21, 2016, the Planning & Zoning Commission unanimously recommended approval of the proposed plat.

Lisa Reich – Town Planner

Location Map
Final Plat

LITTLE ELM

Location Map

Paloma Creek South Phase 6A
Town of Little Elm
Denton County, TX
Date: 3/28/2016

Legend
Roads
Town Limit
ETJ

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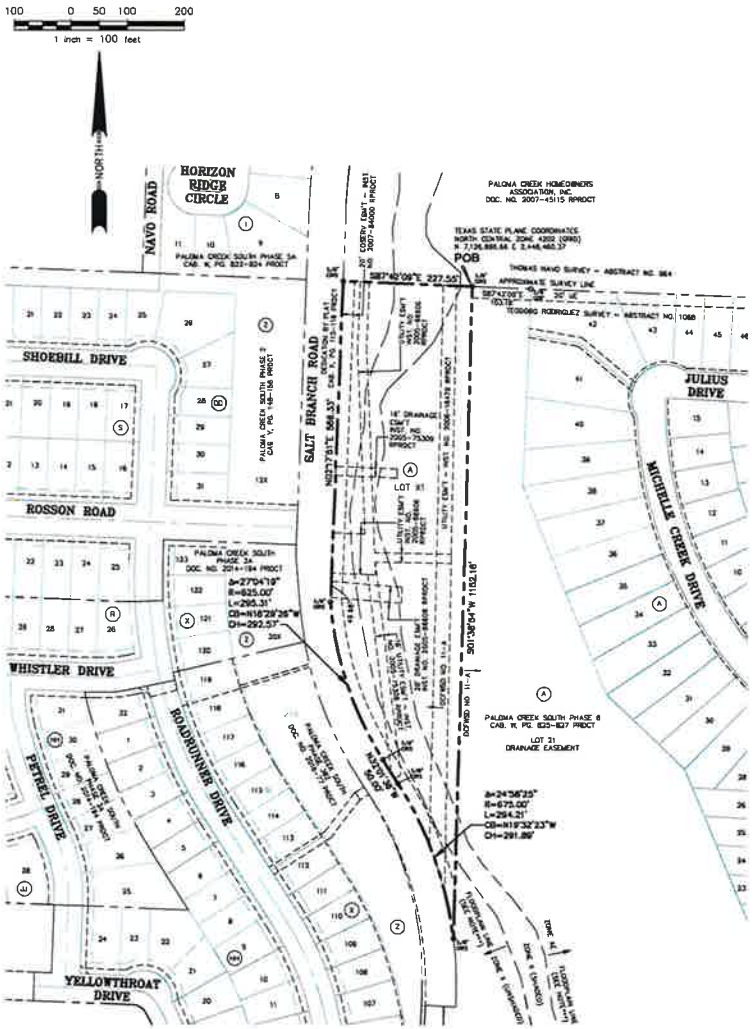
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



LEGEND

POB	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
CAB.	CABINET
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
WME	WALL & FENCE MAINTAINANCE EASEMENT
BL	BUILDING SETBACK LINE
P.C.	POINT OF CURVATURE
DCFWSD	DENTON COUNTY FRESH WATER SUPPLY DISTRICT
CIRF	CAPPED IRON ROD FOUND
CIRS	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" SET
R.O.W.	RIGHT-OF-WAY
(A)	DESIGNATES SUBDIVISION BLOCK
◊	DENOTES STREET NAME CHANGE

VICINITY MAP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S87°51'17"E	71.86'
L2	S87°51'17"E	70.31'
L3	N87°51'17"W	77.41'

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS Paloma Creek Homeowners Association, Inc., is the owner of that certain tract or parcel of land situated in the Teodoro Rodriguez Survey, Abstract No 1068, in in the Town of Little Elm ETJ, Denton County, Texas, and being all of that certain tract of land as described in deed to Paloma Creek Homeowners Association, Inc., as recorded in Document No. 2015-65137 of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for the northeast corner of said Paloma Creek Homeowners Association tract and the northwest corner of Lot 20, Block A of Paloma Creek South Phase 6, an addition to the Town of Little Elm ETJ, Denton County, Texas, according to the plat thereof recorded in Cabinet M, Page 825-827 of the Plat Records of Denton County, Texas, said iron rod also being located in the south line of that certain tract of land conveyed to Paloma Creek Homeowners Association, Inc., as recorded in Document No 2007-45115 RPRDCT, from which a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for the northeast corner of said Lot 21 bears South 87 degrees 42 minutes 09 seconds East, a distance of 103.18 feet;

THENCE South 01 degrees 38 minutes 54 seconds West, with the east line of said Paloma Creek Homeowners Association (2015-65137) tract and the west line of said Lot 21, a distance of 1152.16 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner on the east right-of-way line of Salt Branch Road (having a variable width right-of-way), said iron rod also being located at the beginning of a non-tangent curve to the left having a radius of 675.00 feet;

THENCE with the west line of said Paloma Creek Homeowners Association (2015-65137) tract and the east right-of-way line of said Salt Branch Road, the following courses and distances to 5/8-inch iron rods with cap marked "PETITT-RPLS 4087" set for corners:

With said non-tangent curve to the left which has a central angle of 24 degrees 36 minutes 25 seconds, having a chord that bears North 19 degrees 32 minutes 23 seconds West with a chord length of 291.86 feet and having arc length of 294.21 feet;

North 32 degrees 01 minutes 36 seconds West, a distance of 50.00 feet to the beginning of a non-tangent curve to the right having a radius of 825.00 feet;

With said non-tangent curve to the right which has a central angle of 27 degrees 04 minutes 19 seconds, having a chord that bears North 16 degrees 29 minutes 26 seconds West with a chord length of 292.57 feet and having arc length of 295.31 feet;

North 02 degrees 17 minutes 51 seconds East, a distance of 566.33 feet to the northwest corner of said Paloma Creek Homeowners Association (2015-65137) tract and the southwest corner of said Paloma Creek Homeowners Association (2007-45115) tract;

THENCE South 87 degrees 42 minutes 09 seconds East, leaving the east right-of-way line of said Salt Branch Road and with the common lie of said Paloma Creek Homeowners Association tracts, a distance of 227.55 feet to the POINT OF BEGINNING and containing 4.601 acres of land.

NOTES:

1. Water service to be provided by Denton County Fresh Water Supply District No. 11-A.
2. UTILITY PROVIDERS:
   (1) ELECTRIC & GAS SERVICE: COSERV, 7701 SOUTH STEMMONS, CORINTH, TEXAS 76065, PHONE: 1-800-274-4014
   (2) TELEPHONE SERVICE: AT&T, 2301 RIDGEVIEW DRIVE, PLANO, TEXAS 75025, PHONE: (972) 580-3084
3. Sanitary sewer to be handled by facilities approved by the Texas Commission on Environmental Quality.
4. The maintenance of paving, grading and drainage improvements and/or easements shown on this plat is the responsibility of Denton County Fresh Water Supply District NO. 11-A. Approval of this plat by Denton County does not constitute acceptance of same for maintenance purposes.
5. All utility easements and rights-of-way shown hereon, are hereby dedicated by this plat for the exclusive use of Denton County Fresh Water Supply District No. 11-A unless otherwise noted.
6. *** Subject property lies within Zone X (unshaded area) defined as "Areas determined to be outside the 0.2% annual chance floodplain", Zone X (shaded area), defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood", and Zone AE, defined as "Base flood elevations determined according to Federal Emergency Management Area Flood Insurance Rate Maps for Denton County, Texas and Incorporated Areas – Map Number 48121C0410E, revision dates April 18, 2011.
7. Perimeter boundary corners are 5/8-inch iron rod with caps marked "PETITT-RPLS 4087" set or found, unless otherwise noted.
8. Proposed site is within the Extra Territorial Jurisdiction of the Town of Little Elm, Denton County, Texas.
9. This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.
10. Notice – 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.
11. This plat does not alter or remove existing deed restrictions, if any, on this property.
12. The bearings shown and recited hereon are referenced to the monumented north line of Paloma Creek Lakeview Phase 1, recorded in Cabinet W, Page 585-590, Plat Records of Denton County, Texas (N87°53'53"W)
13. All lots designated as "X" lots will be owned and maintained by the HOA. Trails shall be allowed on "X" lots.

DEDICATION STATEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, PALOMA CREEK HOMEOWNERS ASSOCIATION, INC., acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein described property as PALOMA CREEK SOUTH PHASE 6A, an addition to Denton County, Texas, and does hereby dedicate to Denton County Fresh Water Supply District NO. 11-A (The District), 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 exclusive use forever of District 11-A, all 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 on said plat. At the discretion of the district and subject to it's 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 use thereof. Any public utility given the right by The District 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 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 District 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 Denton County.

Witness my hand this ____ day of _____ 2016.

BY: PALOMA CREEK HOMEOWNERS ASSOCIATION, INC.

BY: PALOMA PHASE 4 DEVELOPMENT CORP.

BY: _____
JULIAN HAMES JR., VICE PRESIDENT

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 Julian Hames JR., Vice President of Paloma Phase 4 Development Corp., known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that they 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 ME BY THESE PRESENTS:

THAT I, JIMMIE D. NICHOLS, a Registered Professional Land Surveyor, hereby certify 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 found and/or placed under my personal supervision in accordance with the 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
TEXAS 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.

MY COMMISSION EXPIRES:

REVIEWED AND APPROVED ON _____ 2016.

_____
DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-A

UTILITY COMPANY APPROVAL

ELECTRIC & GAS COMPANY:

_____ _____
COSERV DATE

TELEPHONE COMPANY:

_____ _____
AT&T DATE

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

_____ DATE: _____
TOWN OFFICIAL
TOWN OF LITTLE ELM, TEXAS

_____ DATE: _____
TOWN SECRETARY
TOWN OF LITTLE ELM, TEXAS

FINAL PLAT
PALOMA CREEK SOUTH PHASE 6A
LOT X1, BLOCK A

4.601 ACRES
1 NON-RESIDENTIAL LOT
SITUATED IN THE
TEODORO RODRIGUEZ SURVEY, ABSTRACT NO. 1068
DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-A
TOWN OF LITTLE ELM'S ETJ
DENTON COUNTY, TEXAS

OWNER: PALOMA CREEK HOMEOWNERS ASSOCIATION, INC.
10210 N. CENTRAL EXPRESSWAY, SUITE 300
DALLAS, TX 75231
PHONE (972) 238-8500

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-A
CONTACT: CHRISTOPHER JORDAN
3100 McKINNON ST., STE. 1100
DALLAS, TEXAS 75201

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPLS FIRM REGISTRATION NO. 10088
1651 GLENVILLE DRIVE, SUITE 208
Richardson, Texas 75081
Tel. No. (214) 221-9635
Fax No. (214) 240-3550

DATE: APRIL 2016 SCALE: 1"= 100'
JOB NO. 1602300

SHEET 1 OF 1

177

TOWN OF LITTLE ELM

Town Council

Staff Report

PROJECT:	16-FP-006 Paloma Creek South, Phase 13D	
HEARING DATES:	Planning & Zoning Commission:	4/21/16
	Town Council	**5/3/16**
REQUEST:	Proposal to final plat 2 non-residential lots	
PROPOSED USE:	HOA Open Space	
LOCATION:	The subject property is generally located along Rose Garden Drive, within Little Elm's ETJ.	
SIZE:	Approximately 1.036 acres	
CURRENT ZONING:	ETJ	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped	
APPLICANT:	Petitt Barraza, LLC	
PROPERTY OWNER:	Paloma Creek Homeowners Association, Inc.	
PLANNING ANALYSIS:	The applicant has completed staff's requested revisions. The proposed plat is in compliance with Little Elm's subdivision regulations.	
RECOMMENDED ACTION:	Staff recommends approval of the Final Plat. *On April 21, 2016, the Planning & Zoning Commission unanimously recommended approval of the proposed plat.*	
TOWN CONTACT:	Lisa Reich – Town Planner	
ATTACHMENTS:	Location Map Final Plat	

LITTLE ELM

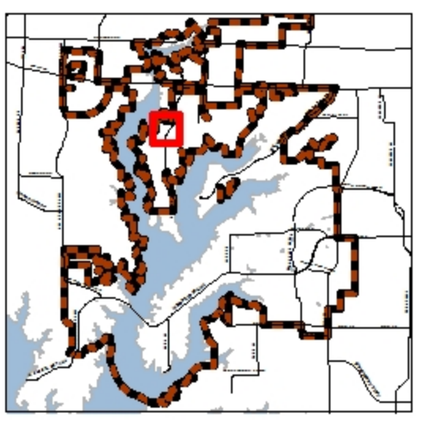
Location Map

Paloma Creek South Phase 13D
Town of Little Elm
Denton County, TX
Date: 3/28/2016

0 17,000 34,000 Feet

Legend

- Roads
- Town Limit
- ETJ



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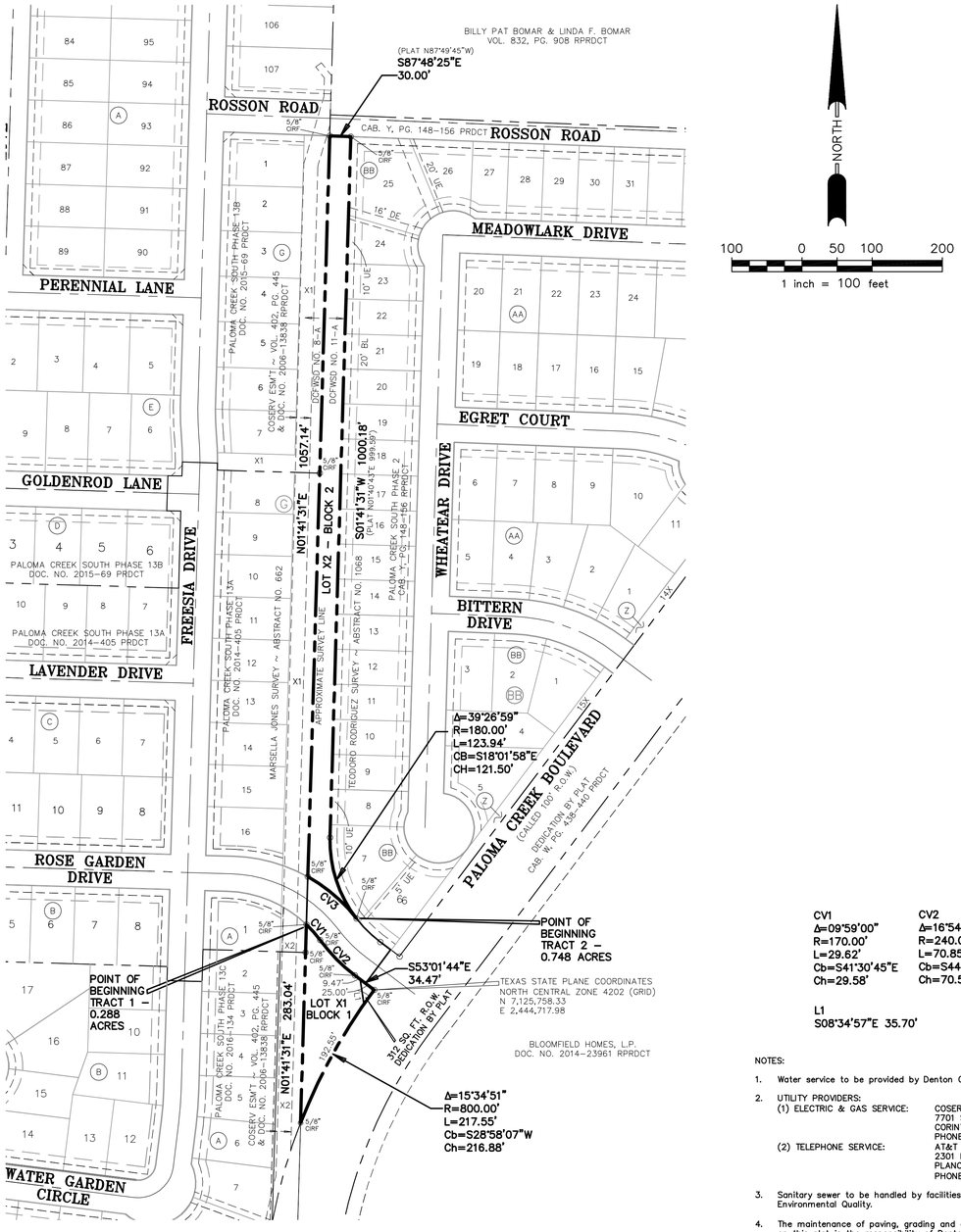
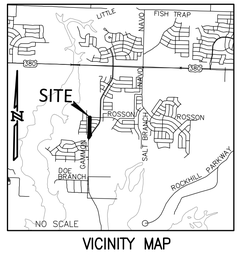


LEGEND

P.O.B.	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
CAB.	CABINET
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.M.E.	WALL & FENCE MANTAINANCE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
BL	BUILDING SETBACK LINE
DCFWSD	DENTON COUNTY FRESH WATER SUPPLY DISTRICT
IRF	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" FOUND
IRS	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" SET
R.O.W.	RIGHT-OF-WAY
RP	RADIUS POINT
(20)	DESIGNATES SUBDIVISION BLOCK



VICINITY MAP

OWNER'S CERTIFICATE

STATE OF TEXAS ~

COUNTY OF DENTON ~

WHEREAS PALOMA CREEK HOMEOWNERS ASSOCIATION, INC, are the owners of those certain tracts of land situated in the Teodoro Rodriguez Survey, Abstract No. 1068, in Denton County, Texas, said tracts described as Tract 1 and Tract 2 according to deed recorded in Document No. 2015-65137, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows;

TRACT 1:

BEING that certain tract of land situated in the Teodoro Rodriguez Survey, Abstract No. 1068, in Denton County, Texas, and being part of that certain tract of land described in deed to Navo South Development Partners, Ltd. recorded in Document No. 2003-204717, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "PETITT-RPLS 4087" found on the east line of Paloma Creek South Phase 13A, an addition to Denton County according to Final Plat recorded in Document No. 2014-405, of the Plat Records of Denton County, Texas (PRDCT), and being the southeast corner of a right-of-way dedication for Rose Garden Drive according to said plat, and also being the southwest corner of that certain tract of land described in deed to Paloma Gardner Development Corp. recorded in Document No. 2014-5673, RPRDCT, and also being the beginning of a non-tangent curve to the right;

THENCE with the southwest line of said Paloma Gardner Development Corp. tract, and with said curve having a central angle of 09 degrees 59 minutes 00 seconds, a radius of 170.00 feet, a chord which bears South 41 degrees 30 minutes 45 seconds East, a chord distance of 29.58 feet, for an arc distance of 29.62 feet to the end of said curve, a 5/8 inch iron rod with plastic cap stamped "PETITT-RPLS 4087" found at the beginning of a non-tangent reverse curve to the left;

THENCE continuing with the southwest line of the Paloma Gardner Development Corp. tract, and with said curve having a central angle of 16 degrees 54 minutes 52 seconds, a radius of 240.00 feet, a chord which bears South 44 degrees 34 minutes 18 seconds East, a chord distance of 70.59 feet, for an arc distance of 70.85 feet to the end of said curve, a 5/8 inch iron rod with plastic cap stamped "PETITT-RPLS 4087" found for corner;

THENCE South 53 degrees 01 minute 44 seconds East, continuing with the southwest line of the Paloma Gardner Development Corp. tract, passing at a called distance of 18.70 feet the southeast corner of said tract, and continuing with the southwest line of a right-of-way dedication by Final Plat recorded in Cabinet W, Pages 438-440, PRDCT, in all, a total distance of 34.47 feet to a 5/8 inch iron rod with plastic cap stamped "PETITT-RPLS 4087" found for corner on the northwesterly right-of-way line of South Paloma Creek Boulevard (called 100 foot R.O.W.), also being the beginning of a non-tangent curve to the left;

THENCE with said northwesterly right-of-way line of South Paloma Creek Boulevard according to said plat recorded in Cabinet W, Pages 438-440, PRDCT, and with said curve having a central angle of 15 degrees 34 minutes 51 seconds, a radius of 800.00 feet, a chord which bears South 28 degrees 58 minutes 07 seconds West, a chord distance of 216.88 feet, for an arc distance of 217.55 feet to the end of said curve, a 5/8 inch iron rod with plastic cap stamped "PETITT-RPLS 4087" found for corner;

THENCE North 01 degree 41 minutes 31 seconds East, leaving the northwesterly right-of-way line of South Paloma Creek Boulevard, and with the west line of the aforementioned Navo South Development Partners, Ltd. tract, a distance of 283.04 feet to the POINT OF BEGINNING of herein described tract, containing an area of 0.288 acres of land.

TRACT 2:

BEING that certain tract of land situated in the T. RODRIGUEZ SURVEY, ABSTRACT NO. 1068 in Denton County, Texas, and being part of a called 254.442 acre tract of land described in deed to Navo South Development Partners, Ltd., recorded in document number 2003-204717, real property records, denton county texas (rprdct), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found for the southwest corner of Paloma Creek South Phase 2, an addition to Denton County according to the plat filed in Cabinet Y, Pages 148-156, of the Plat Records of Denton County, Texas (PRDCT), said iron rod also being located on the northwest right-of-way line of South Paloma Creek Boulevard (called 100-foot R.O.W.), as recorded in Cabinet W, Pages 438-440, PRDCT;

THENCE with the common west boundary line of said Phase 2 and said northwest right-of-way line of South Paloma Creek Boulevard, North 53 degrees 00 minutes 25 seconds West, a distance of 34.46 feet to the beginning of a tangent curve to the right;

THENCE continuing with the west line of said Phase 2, and with said tangent curve to the right which has a chord that bears North 45 degrees 23 minutes 09 seconds East for 47.79 feet, a central angle of 15 degrees 15 minutes 23 seconds and a radius of 180.00 feet, for an arc distance of 47.93 feet to a 5/8 inch iron rod with cap marked "PETITT RPLS 4087" found for the POINT OF BEGINNING, and the beginning of a tangent reverse curve to the left;

THENCE northwesterly, continuing with said tangent reverse curve to the left which has a chord that bears North 49 degrees 13 minutes 40 seconds West for 91.47 feet, a central angle of 22 degrees 56 minutes 24 seconds and a radius of 230.00 feet, for an arc distance of 92.09 feet to a 5/8 inch iron rod with cap marked "PETITT RPLS 4087" set for corner, from which a 5/8 inch iron rod with cap marked "PETITT RPLS 4087" found bears South 01 degree 41 minutes 31 seconds West, a distance of 108.15 feet;

THENCE North 01 degrees 41 minutes 31 seconds East, with the east line of a called 60.059 acre tract of land described in deed to PRA 2003 No. 3, LP, recorded in Document No. 2005-160627, RPRDCT, and the west line of said Navo South Development Partners, LTD. Tract, passing at a distance of 515.87 feet a 5/8 inch iron rod with cap marked "PETITT RPLS 4087" found, continuing in all, a distance of 1057.14 feet to a 5/8 inch iron rod with cap marked "PETITT RPLS 4087" set for corner, said iron rod being located on the south right-of-way of Rosson Road (called 30 foot right-of-way dedication), dedicated by said plat recorded in Cabinet Y, Pages 148-156, PRDCT;

THENCE South 87 degrees 48 minutes 25 seconds East, with said south right-of-way of Rosson Road, a distance of 30.00 feet to a point for corner, said point being located at the northwest corner of Block BB, of said Paloma Creek South Phase 2;

THENCE South 01 degrees 41 minutes 31 seconds West, with the west line of said Block BB of Paloma Creek South Phase 2, a distance of 1000.18 feet to a point for the beginning of a tangent curve to the left;

THENCE southeasterly with said tangent curve to the left which has a chord that bears South 18 degrees 01 minutes 58 seconds East for 121.50 feet, a central angle of 39 degrees 26 minutes 59 seconds and a radius of 180.00 feet, for an arc distance of 123.94 feet to the POINT OF BEGINNING and containing 0.748 acres of land.

CV1	CV2	CV3
Δ=09°59'00"	Δ=16°54'52"	Δ=22°56'24"
R=170.00'	R=240.00'	R=230.00'
L=29.62'	L=70.85'	L=92.09'
Cb=S41°30'45"E	Cb=S44°34'18"E	CB=N49°13'40"W
Ch=29.58'	Ch=70.59'	CH=91.47'

L1
S08°34'57"E 35.70'

NOTES:

1. Water service to be provided by Denton County Fresh Water Supply District No. 8-A
2. UTILITY PROVIDERS:
   (1) ELECTRIC & GAS SERVICE: COSERV, 7701 SOUTH STEMMONS, CORINTH, TEXAS 75065, PHONE: 1-800-274-4014
   (2) TELEPHONE SERVICE: AT&T, 2301 RIDGEVIEW DRIVE, PLANO, TEXAS 75025, PHONE: (972) 569-3084
3. Sanitary sewer to be handled by facilities approved by the Texas Commission on Environmental Quality.
4. The maintenance of paving, grading and drainage improvements and/or easements shown on this plat is the responsibility of Denton County Fresh Water Supply District NO. 8-A. Approval of this plat by Denton County does not constitute acceptance of same for maintenance purposes.
5. All utility easements and rights-of-way shown hereon, are hereby dedicated by this plat for the exclusive use of Denton County Fresh Water Supply District No. 8-A unless otherwise noted.
6. Subject property lies within Zone X (un-shaded area), defined as "Areas determined to be outside the 0.2% annual chance floodplain", according to Federal Emergency Management Area Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas ~ Map Number 48121C0405G, revision date April 18, 2011.
7. Perimeter boundary corners are 5/8-inch iron rod with caps marked "PETITT-RPLS 4087" set or found, unless otherwise noted.
8. Proposed site is within the Extra Territorial Jurisdiction of the Town of Little Elm, Denton County, Texas.
9. This property may be subject to charges related to impact fees and the applicant should contact The Town regarding any applicable fees due.
10. Notice-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.
11. This plat does not alter or remove existing deed restrictions, if any, on this property.
12. The bearings shown and recited hereon are referenced to the monumented north line of Paloma Creek Lakeview Phase 1, recorded in Cabinet W, Page 588-590, Plat Records of Denton County, Texas (N82°53'53"W).
13. All lots designated as "X" lots will be owned and maintained by the HOA. trails shall be allowed on "X" lots.

DEDICATION STATEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **PALOMA CREEK HOMEOWNERS ASSOCIATION, INC.**, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein described property as **PALOMA CREEK SOUTH PHASE 13D**, an addition to Denton County, Texas, and does hereby dedicate to Denton County Fresh Water Supply District NO. 8-A (The District), 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 exclusive use forever of District 8-A, all 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 on said plat. At the discretion of the district and subject to it's 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 use thereof. Any public utility given the right by The District 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 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 District 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 Denton County.

Witness my hand this ____ day of _____, 2016.

PALOMA CREEK HOMEOWNERS ASSOCIATION, INC.

BY: PALOMA PHASE 4 DEVELOPMENT CORP.

BY: _____
JULIAN HAWES JR., VICE PRESIDENT

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 Julian Hawes, JR., Vice President of Paloma Phase 4 Development Corp., known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that they 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 ME BY THESE PRESENTS:

THAT I, **JIMMIE D. NICHOLS**, a Registered Professional Land Surveyor, hereby certify 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 found and/or placed under my personal supervision in accordance with the "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
TEXAS 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.

MY COMMISSION EXPIRES:

REVIEWED AND APPROVED ON _____, 2016.

_____
DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-A

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

_____ DATE: _____
TOWN OFFICIAL
TOWN OF LITTLE ELM, TEXAS

_____ DATE: _____
TOWN SECRETARY
TOWN OF LITTLE ELM, TEXAS

UTILITY COMPANY APPROVAL

ELECTRIC & GAS COMPANY:

_____ _____
COSERV DATE

TELEPHONE COMPANY:

_____ _____
AT&T DATE

OWNER: PALOMA CREEK HOMEOWNERS ASSOCIATION, INC.
10210 N. CENTRAL EXPRESSWAY, SUITE 300
DALLAS, TX 75231
PHONE (972) 239-8500

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-A
CONTACT: CHRISTOPHER JORDAN
3100 McKINNON ST., STE. 1100
DALLAS, TEXAS 75201

FINAL PLAT
PALOMA CREEK SOUTH PHASE 13D
LOT X1, BLOCK 1 & LOT X2, BLOCK 2

TRACT 1-0.288 ACRES
TRACT 2- 0.748 ACRES
1.036 ACRES TOTAL
2 NON-RESIDENTIAL LOTS
SITUATED IN THE
DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-A
TEODORO RODRIGUEZ SURVEY, ABSTRACT NO. 1068
TOWN OF LITTLE ELM'S ETJ
DENTON COUNTY, TEXAS

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPLS FIRM REGISTRATION NO. 101068
1651 GLENVILLE DRIVE, SUITE 208 Tel. No. (214) 221-9955
Richardson, Texas 75081 Fax No. (214) 340-3550

DATE: APRIL 2016 SCALE: 1"= 100'
JOB NO. 16003-13D

F:\2016\16003D0\SURVEY\16003D0 FP13D.dwg
Apr 14, 2016 - 12:03pm
F:\2016\16003D0\SURVEY\16003D0 FP13D.dwg, 4/14/2016 12:03:30 PM, PDF Complete.pc3

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: May 3, 2016

PROJECT: **Municipal Right of Way & Pole Use Agreement between the Town of Little Elm and Crown Castle NG Central, LLC.**

DESCRIPTION: Council has approved cell site leases for various groups on the Town's water towers. This proposed Municipal Right of Way and Pole Use Agreement with Crown Castle is for the tower group to install small boosters that work with their tower sites and are within the Town's right of way to boost signals in high cell traffic areas. They are currently proposing four locations at each leg of the FM 423 and Eldorado Parkway intersection. These are small units that would be within the right of way either on an existing utility pole (not on any Town street light) or a new pole that generally matches the Town's black street light poles with the equipment on the top of the pole. Exhibits of the installation are included in the agreement. Future locations can be permitted with staff at the same rate, $750/year per each unit. Funds would be dedicated to the landscape fund similar to previous leases.

FUNDING: **Acct. Name & No**
Lease would be dedicated to Landscape fund per previous resolution #08201301
$750/year per installation
4 planned currently around FM 423 and Eldorado Parkway Intersection - $3,000/ year

SCHEDULE: Execution of Lease upon approval of Town Council

RECOMMENDED ACTION: **Town Staff recommends the approval of the Municipal Right of Way and Pole Use Agreement between the Town of Little Elm and Crown Castle NG Central, LLC and authorize the Town Manager to execute for the same.**

TOWN CONTACT: Jason W. Laumer, P.E.
Director of Development Services
JLaumer@littleelm.org
(214) 975-0473

ATTACHMENTS: 1. Crown Castle Municipal Right of Way and Pole Use Agreement

MUNICIPAL RIGHT OF WAY & POLE USE AGREEMENT

THIS MUNICIPAL POLE USE AGREEMENT (this "Use Agreement") is dated as of _____, 2016 (the "Effective Date"), and entered into by and between the **TOWN OF LITTLE ELM, TEXAS**, a City under the State of Texas (the "City"), and **CROWN CASTLE NG CENTRAL LLC**, a Delaware limited liability company ("Crown Castle" or "Crown").

RECITALS

A. Crown owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission and the Texas Public Utility Commission, a fiber-based telecommunications Network or Networks (as defined below) serving Crown's wireless carrier customers and utilizing microcellular optical conversion Equipment (as defined below) certified by the Federal Communications Commission.

B. The City owns, operates and maintains Municipal Facilities (as defined below) in the Public Way (as defined below).

C. For purpose of operating the Network, Crown wishes to locate, place, attach, install, operate, control, and maintain Equipment in the Public Way (as defined below) on the Municipal Facilities.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1 **DEFINITIONS.** The following definitions shall apply generally to the provisions of this Use Agreement:

1.1 ***City.*** "City" shall mean the Town of Little Elm, Texas, including all of its operating departments and divisions.

1.2 ***Crown Castle or Crown.*** "Crown Castle" or "Crown" shall mean Crown and its lawful successors, assigns, and transferees.

1.3 ***Decorative Streetlight Pole.*** "Decorative Streetlight Pole" shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel or aluminum streetlight poles.

1.4 ***Equipment.*** "Equipment" means the optical converters, multiplexers, antennae, fiber optic cables, wires, and related equipment, whether referred to singly or collectively, to be installed and operated by Crown hereunder. Examples of typical Equipment types and installation configurations are shown in the drawings and photographs attached hereto as **Exhibit A** and incorporated herein by reference.

1.5 ***Fee.*** "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (but excluding any utility users' tax, franchise fees, communications tax, or similar tax or fee).

1.6 ***Gross Revenue.*** "Gross Revenue" shall mean and include recurring revenues received by Crown for the provision of RF ("Radio Frequency") telecommunications transport services, either directly by Crown or indirectly through a reseller, if any, to customers of such services wholly consumed within the City. Gross Revenue shall not include: (a) sales, ad valorem, or other types of "add on" taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid or collected for federal, state, or local government (exclusive of the Right-of-Way Use Fee paid to the City as provided herein); (b) retail discounts or other promotions; (c) non-collectable amounts due Crown or its customers; (d) refunds or rebates; (e) non-operating revenues such as interest income or gain from the sale of an asset; or (f) payments received by Crown for the construction of network facilities.

1.7 ***ILEC.*** "ILEC" means the Incumbent Local Exchange Carrier that provides basic telephone services, among other telecommunications services, to the residents of the City.

1.8 ***Installation Date.*** "Installation Date" shall mean the date that the first Equipment is installed by Crown pursuant to this Use Agreement.

1.9 ***Laws.*** "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement.

1.10 ***Municipal Facilities.*** "Municipal Facilities" means City-owned electric utility poles, Streetlight Poles, Decorative Streetlight Poles, lighting fixtures, electroliers, Traffic Signal Poles, catenary poles, sign posts, or other City-owned structures located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

1.11 ***Network.*** "Network" or collectively "Networks" means one or more of the neutral-host, protocol-agnostic, fiber-based optical networks operated by Crown to serve its wireless carrier customers in the City.

1.12 ***Public Way.*** "Public Way" means the space in, upon, above, along, across, and over the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include county, state, or federal rights of way or any property owned by any person or entity other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity.

1.13*Services*. "Services" means the RF transport and other telecommunications services provided through the Network by Crown to its wireless carrier customers pursuant to one or more tariffs filed with and regulated by relevant state authorities.

1.14*Streetlight Pole.* "Streetlight Pole" shall mean any standard-design concrete, fiberglass, metal, or wooden pole used for street lighting purposes.

1.15 ***Traffic Signal Pole.*** "Traffic Signal Pole" shall mean any standard-design concrete, fiberglass, metal, or wooden pole used to support vehicular or pedestrian traffic signals.

2 TERM. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Use Agreement shall be renewed automatically for three (3) successive terms of five (5) years each on the same terms and conditions as set forth herein, unless Crown

notifies the City of its intention not to renew not less than thirty (30) calendar days prior to commencement of the relevant renewal term.

3 **SCOPE OF USE AGREEMENT.** Any and all rights expressly granted to Crown under this Use Agreement, which shall be exercised at Crown's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable Laws to use any and all parts of the Public Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Way. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in Crown a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement shall be subject to the reasonable prior review and approval of the City except that it is agreed that no zoning or planning board permit, variance, conditional use permit or site plan permit, or their equivalent under the City's ordinances, codes or laws, shall be required for the installation of Crown's Equipment installed in the Public Way and/or on Municipal Facilities, unless such a process has been required for the placement of all communications facilities and equipment in the Public Way by all other telecommunications providers, including but not limited to the ILEC and local cable provider(s).

3.1 ***Attachment to Municipal Facilities.*** The City hereby authorizes and permits Crown to enter upon the Public Way and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on those Municipal Facilities expressly and individually approved by the City as listed on Exhibit B (which Exhibit B may be amended to add additional locations by approval of the City Engineer) for the purposes of operating the Network and providing Services. On a case-by-case basis subject to City approval in its sole discretion, subject to the provisions of § 4.5 below, Crown shall have the right to draw electricity for the operation of the Equipment from the power source associated with each such attachment to Municipal Facilities. A denial of an application for the attachment of Equipment to Municipal Facilities shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of Crown's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A. In the event any make-ready (including pole replacements) identified by Crown and the City for occupancy of utility poles, such make-ready shall be performed at Crown's expense by contractors approved by City, to be completed in a timely manner but in no event no later than forty five (45) days following agreement by Crown and the City on make-ready scope. The title for any utility poles placed or replaced to support Crown's Equipment shall vest in the City upon installation.

3.2 ***Preference for Municipal Facilities.*** In any situation where Crown has a choice of attaching its Equipment to either Municipal Facilities or third-party-owned property in the Public Way, Crown agrees to attach to the Municipal Facilities, provided that (i) such Municipal Facilities are at least equally suitable functionally for the operation of the Network and (ii) the rental fee and installation costs associated with such attachment over the length of the term are equal to or less than the fee or cost to Crown of attaching to the alternative third-party-owned property.

3.3 ***No Interference.*** Crown in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, ærial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Use Agreement. The City agrees to require the inclusion of the same or a similar prohibition on

interference as that stated above in all agreements and franchises the City may enter into after the Effective Date with other information or communications providers and carriers.

3.4 ***Compliance with Laws.*** Crown shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Use Agreement.

4 COMPENSATION; UTILITY CHARGES. Crown shall be solely responsible for the payment of all lawful Fees in connection with Crown's performance under this Use Agreement, including those set forth below.

4.1 ***Annual Fee.*** In order to compensate the City for Crown's entry upon and deployment within the Public Way and as compensation for the use of Municipal Facilities, Crown shall pay to the City an annual fee (the "Annual Fee") in the amount equal to (i) Seven Hundred and Fifty Dollars ($750.00) for the installation of equipment within the Public Way per individually approved location by the City, as listed in Exhibit B (which Exhibit B may be amended to add additional locations by approval of the City Engineer).. The aggregate Annual Fee with respect to each year of the term shall be an amount equal to the number of Equipment installed on Municipal Facilities during the preceding twelve (12) months multiplied by the Annual Fee, prorated as appropriate, and shall be due and payable not later than forty-five (45) days after each anniversary of the Installation Date. The City represents and covenants that the City owns all Municipal Facilities for the use of which it is collecting from Crown the Annual Fee pursuant to this § 4.1.

4.2

4.2.1 ***Rate Adjustment.*** Effective commencing on the fifth (5th) anniversary of the Installation Date and continuing on each one year anniversary thereafter during the term, the Annual Fee shall increase at a rate of three percent (3%) each year until the term of this Use Agreement ends.

4.3 ***Accounting Matters.*** Crown shall keep accurate books of account at its administrative office in Canonsburg, PA, or such other location of its choosing for the purpose of determining the amounts due to the City under §§ 4.1 above. The City may inspect Crown's books of account relative to the City at any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under § 4.1 above. The City agrees to hold in confidence any non-public information it learns from Crown to the fullest extent permitted by Law.

4.4 ***Electricity Charges.*** For all electrical power obtained from third party providers, Crown shall be solely responsible for the payment of all electrical utility charges to the applicable utility provider based upon the Equipment' usage of electricity and applicable tariffs.

5 CONSTRUCTION. Crown shall comply with all applicable federal, State, and City codes, specifications, and requirements, if any, related to the construction, installation, operation, maintenance, and control of Crown's Equipment installed in the Public Way and on Municipal Facilities in the City. Crown shall not attach, install, maintain, or operate any Equipment in or on the Public Way or on Municipal Facilities without the prior approval of the City for each location.

5.1 ***Obtaining Required Permits.*** If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Way shall require any permits, Crown shall, if required under applicable City ordinances, apply for the appropriate permits and pay any standard and customary permit fees, so long as the permit fees and process that the City requests of Crown are functionally equivalent to the fees and the process that are applied to the ILEC and/or the cable provider(s). The City agrees to use reasonable efforts to review and approve Crown's applications within thirty (30) days of submission, and if no comment is received by Crown within thirty (30) days, Crown shall notify the

City Engineer by way of a reminder notice that no comment has been received. If no comment is received within ten (10) days of the date that the City Engineer receives the reminder notice, the application will be presumed to be acceptable.

5.2 ***Location of Equipment.*** The proposed locations of Crown's planned initial installation of Equipment are identified in Exhibit B. Upon the completion of installation, Crown promptly shall furnish to the City a pole list showing the exact location of the Equipment in the Public Way. Additional installations during the term of this Use Agreement must be approved in writing by the City Engineer and installed in accordance with this Use Agreement. The City Engineer retains the sole discretion to determine if, where and how many additional installations shall be allowed during the term of this Use Agreement.

5.3 ***Relocation and Displacement of Equipment.*** Crown understands and acknowledges that the City may require Crown to relocate one or more of its Equipment installations. Crown shall at the City's direction relocate such Equipment at Crown's sole cost and expense, whenever the City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project; (b) because the Equipment is interfering with or adversely affecting proper operation of any City-owned light poles, traffic signals, or other equipment in the Public Way; or (c) to protect or preserve the public health or safety. In any such case, the City shall use its best efforts to afford Crown a reasonably equivalent alternate location. If Crown shall fail to relocate any Equipment as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, the City shall be entitled to relocate the Equipment at Crown's sole cost and expense, without further notice to Crown. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform Crown of the displacement or removal of any pole on which any Equipment is located. If, at any time during the Term, The City determines that utility facilities will be placed underground in an area including any Municipal Facilities upon which Crown has installed Equipment, Crown and the City will cooperate in good faith on the design and installation, at Crown's costs, of suitable replacement facilities, including Decorative Streetlight Poles.

5.4 ***Relocations at Crown's Request.*** In the event Crown desires to relocate any Equipment from one Municipal Facility to another, Crown shall so advise the City. The City will use its best efforts to accommodate Crown by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Use Agreement.

5.5 ***Damage to Public Way.*** Whenever the removal or relocation of Equipment is required or permitted under this Use Agreement, and such removal or relocation shall cause the Public Way or Municipal Facilities to be damaged, Crown, at its sole cost and expense, shall promptly repair and return the Public Way and Municipal Facilities in and on which the Equipment are located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If Crown does not repair the site as just described, then the City shall have the option, upon fifteen (15) days' prior written notice to Crown, to perform or cause to be performed such reasonable and necessary work on behalf of Crown and to charge Crown for the proposed costs to be incurred or the actual costs incurred by the City at the City's standard rates. Upon the receipt of a demand for payment by the City, Crown shall promptly reimburse the City for such costs.

6 INDEMNIFICATION AND WAIVER. Crown agrees to indemnify, defend, protect, and hold harmless the City, its elected officials, council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from

Crown's activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its council or board members, officers, elected trustees, employees, agents, or contractors.

6.1 ***Waiver of Claims.*** Crown waives any and all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the City.

6.2 ***Limitation of Liability.*** The City shall be liable only for the cost of repair to damaged Equipment arising from the negligence or willful misconduct of the City, its employees, agents, or contractors. In no event shall either party be liable for indirect or consequential damages.

7 INSURANCE. Crown shall obtain and maintain at all times during the term of this Use Agreement (i) Commercial General Liability insurance with per occurrence and combined single limits of liability for claims of bodily injury, personal injury and property damage of $1,000,000. The Commercial General Liability policy shall contain a general policy aggregate limit of $2,000,000 and, a products and completed operations policy aggregate limit of $2,000,000. (ii) Commercial Automobile Liability insurance with a combined single limit of liability per accident of $1,000,000 covering both property damage and bodily injury. The Commercial General Liability insurance policy shall name the City, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of Crown's performance of work under this Use Agreement. The Commercial General Liability coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance must be replaced if canceled. The per occurrence and aggregate policy limits required shall not be reduced until the City has received at least thirty (30) days' prior written notice from Crown. Additionally, Crown shall be required to provide written notice to the City of any cancellation of the required policies within 5 business days' of its receipt of any notice of this type.

7.1 ***Filing of Certificates and Endorsements.*** Prior to the commencement of any work pursuant to this Use Agreement, Crown shall file with the City the required original certificate(s) of insurance with endorsements, which shall state the following:

(a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(b) that Crown's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(c) that Crown's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City.

The certificate(s) of insurance with endorsements and notices shall be mailed to the City at the address specified in § 8 below.

7.2 ***Workers' Compensation Insurance.*** Crown shall obtain and maintain at all times during the term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars ($1,000,000) and shall furnish the City with a certificate showing proof of such coverage.

7.3 ***Insurer Criteria.*** Any insurance provider of Crown shall be admitted and authorized to do business in the state in which the City if located and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "X" (*i.e.*, a size of $500,000,000 to $750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

7.4 ***Severability of Interest.*** Any insurance policy deductibles or self-insured retentions shall be the responsibility of Crown. The City shall have no responsibility to pay or reimburse either. Any self-insured retention shall be listed on the certificate of insurance and be subject to approval by the City. The Commercial General Liability and Automobile Liability policies shall each contain a severability of interest or separation of insureds clause such that the insurance applies to each insured as if they were the only insured and separately to each insured against whom a claim is made, except for insurance policy limits.

8 NOTICES. All notices which shall or may be given pursuant to this Use Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service;, addressed as follows:

if to the City:

TOWN OF LITTLE ELM
Attn: City Engineer
100 W. Eldorado Parkway
Little Elm, Texas 75068.

if to Crown:

CROWN CASTLE NG CENTRAL LLC
c/o Crown Castle
Attn: Ken Simon, General Counsel
2000 Corporate Drive
Canonsburg, PA 15317

with a copy which shall not constitute legal notice to:

CROWN CASTLE NG CENTRAL LLC
c/o Crown Castle
Attn: SCN Contract Administration
2000 Corporate Drive
Canonsburg, PA 15317

8.1 ***Date of Notices; Changing Notice Address.*** Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

9 TERMINATION. This Use Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the

grace period for any monetary default shall be ten (10) days from receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term.

10 ASSIGNMENT. This Use Agreement shall not be assigned by Crown without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of Crown to a parent, subsidiary, or other affiliate of Crown or to any successor in interest or entity acquiring fifty-one percent (51%) or more of Crown's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the City, provided that Crown reasonably demonstrates to the City's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of Crown immediately prior to the transfer; (ii) any such transferee assumes all of Crown's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with Crown's management team, in the provision of telecommunications or similar services, evidences an ability to operate the Network. Crown shall give at least thirty (30) days' prior written notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer and shall set forth with specifically in such Exempted Transfer Notice the reasons why Crown believes the Exempted Transfer Criteria have been satisfied. The City Board of Trustees shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that Crown gives the City its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the City has received from Crown any and all additional information the City may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the City gives Crown notice in writing of the additional information the City requires within fifteen (15) days after the City's receipt of the original Exempted Transfer Notice. If the City Board of Trustees fails to act upon Crown's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the City Board of Trustees that Crown has in fact established compliance with the Exempted Transfer Criteria to the City's satisfaction.

11 MISCELLANEOUS PROVISIONS. The provisions which follow shall apply generally to the obligations of the parties under this Use Agreement.

11.1 ***Nonexclusive Use.*** Crown understands that this Use Agreement does not provide Crown with exclusive use of the Public Way or any Municipal Facility and that the City shall have the right to permit other providers of communications services to install equipment or devices in the Public Way and on Municipal Facilities. The City agrees promptly to notify Crown of the receipt of a proposal for the installation of communications equipment or devices in the Public Way or on Municipal Facilities. In addition, the City agrees to advise other providers of communications services of the presence or planned deployment of the Equipment in the Public Way and/or on Municipal Facilities.

11.2 ***Waiver of Breach.*** The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

11.3 ***Severability of Provisions.*** If any one or more of the provisions of this Use Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement and each

provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

11.4 ***Contacting Crown.*** Crown shall be available to the staff employees of any City department having jurisdiction over Crown's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The City may contact by telephone the network operations center operator at telephone number (800) 788-7011 regarding such problems or complaints.

11.5 ***Governing Law; Jurisdiction.*** This Use Agreement shall be governed and construed by and in accordance with the laws of the State in which the City is located, without reference to its conflicts of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such action shall be vested exclusively in Denton County for all state court litigation and in the United States District Courts of the Northern District of Texas in all federal court litigation.

11.6 ***Attorneys' Fees.*** Should any dispute arising out of this Use Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

11.7 ***Consent Criteria.*** In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

11.8 ***Representations and Warranties.*** Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 3.2 above.

11.9 ***Amendment of Use Agreement.*** This Use Agreement may not be amended except pursuant to a written instrument signed by both parties.

11.10 ***Entire Agreement.*** This Use Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Use Agreement which are not fully expressed herein.

11.11 ***No Waiver of Immunity.*** Nothing in this Use Agreement shall give any claim or cause of action to any person or party not a party to this Use Agreement, nor create any claim or cause of action against the City which would not exist in the absence of this Use Agreement. Nothing in this Use Agreement shall add to or change the liability limits or immunities otherwise available to the City, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of the City nor of any of the City's elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Use Agreement, the duly authorized representatives of the parties have executed this Use Agreement as of the Effective Date.

[Signature Page Follows]

CROWN CASTLE NG CENTRAL LLC

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Exhibits:

Exhibit A – Equipment

Exhibit B – Initial Equipment Locations

Exhibit A

Standard Equipment Profiles

[Site Plans Attached]

Exhibit B
Initial Equipment Locations

[Site Plans Attached]

CROWN CASTLE

FRI-07A

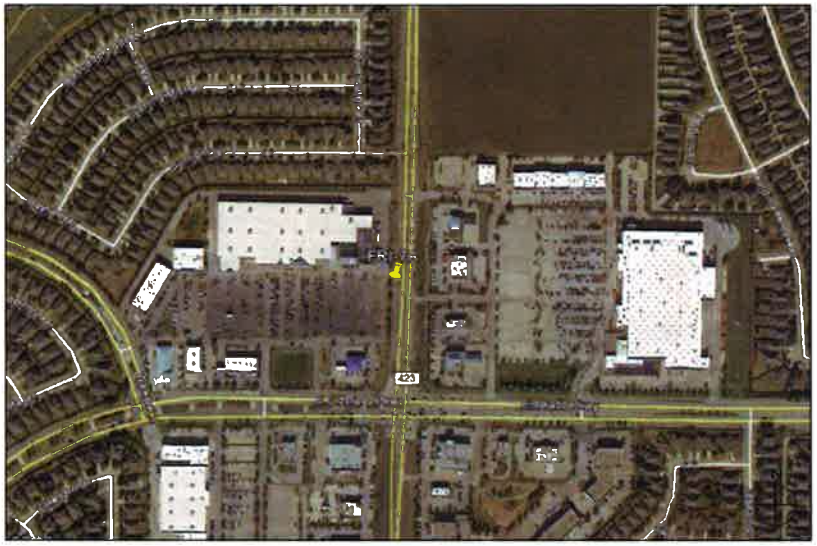
FM 423, APPX. 480' NORTH OF EAST ELDORADO PARKWAY

SITE SUMMARY:

EXISTING 56'-0" WOOD UTILITY POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 22"H X 17"W X 22"D CANISTER ANTENNA - 25" X 14 5/8" O.D.
POLE LOCATED IN LITTLE ELM RIGHT-OF-WAY.

EXISTING

196



AERIAL MAP

PROPOSED

CROWN CASTLE

FRI-08A

FM 423, APPX. 350' SOUTH OF EAST ELDORADO PARKWAY

SITE SUMMARY:

NEW 26'-0" METAL POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 31"H X 28"DIA. CANISTER ANTENNA - 25" X 14 5/8" O.D.
NEW METAL POLE LOCATED IN LITTLE ELM RIGHT-OF-WAY.

EXISTING

197

AERIAL MAP

PROPOSED

CROWN CASTLE

FRI-09A

EAST ELDORADO PKWY, APPX. 570' EAST OF FM 423

SITE SUMMARY:

EXISTING 59'-0" WOOD UTILITY POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 22"H X 17"W X 22"D X 20" CANISTER ANTENNA - 25" X 14 5/8" O.D.
POLE LOCATED IN LITTLE ELM RIGHT-OF-WAY.

EXISTING

198

AERIAL MAP

PROPOSED

CROWN CASTLE

FRI-10A

EAST ELDORADO PKWY, APPX. 630' WEST OF FM 23

SITE SUMMARY:

NEW 26'-0" METAL POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 31"H X 28"DIA. CANISTER ANTENNA - 25" X 14 5/8" O.D.
NEW METAL POLE LOCATED IN LITTLE ELM RIGHT-OF-WAY.

EXISTING

199

AERIAL MAP

PROPOSED

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-38890

Date Filed:
04/12/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Crown Castle NG Central LLC
Canonsburg, PA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Little Elm

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
2016-1017
Access to right-of-way by public utility

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
SureSite Consulting Group, LLC	Cleveland, OH United States		X
Brown, Jay	Houston, TX United States	X	
Simon, Ken	Houston, TX United States	X	
Crown Castle NG Networks LLC	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jarrod S. Krenn, Notary Public
Cecil Twp., Washington County
My Commission Expires Aug. 18, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Ritter, this the 12 day of April, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Jarrod Krenn	Contract Specialist

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

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2016-38890

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Crown Castle NG Central LLC
Canonsburg, PA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Little Elm

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

2016-1017
Access to right-of-way by public utility

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
SureSite Consulting Group, LLC	Cleveland, OH United States		X
Brown, Jay	Houston, TX United States	X	
Simon, Ken	Houston, TX United States	X	
Crown Castle NG Networks LLC	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

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 | Title of officer administering oath

Finance Department
Karla Stovall, Chief Financial Officer
Phone: 214-975-0415
kstovall@littleelm.org

TOWN COUNCIL
CONSENT AGENDA

Date May 3, 2016

PROJECT
Approve Quarterly Investment Report for the period ending March 31, 2016.

BACKGROUND
The purpose of this item is to provide Town Council an overview of the Town's cash and invested balances for the fiscal period ending March 31, 2016.

FISCAL IMPACT
Interest earnings for the Quarter total $83,667. Fiscal year interest earnings total $128,335.

RECOMMENDED ACTION
The Chief Financial Officer recommends action to accept and approve Cash and Investment Report for Quarter Ending March 31, 2016.

ATTACHMENTS
Quarterly Investment Report

Initial:
Town Manager ☐ ____ Finance ☐ ____ Library ☐ ____ Public Works ☐ ____ Parks ☐ ____

Town Secretary ☐ ____ Police ☐ ____ Fire ☐ ____ HR ☐ ____ Development Services ☐ ____

APPROVED ☐ DENIED ☐ TABLED ☐ WITHDRAWN ☐

MEMORANDUM

TO: MATTHEW MUELLER, TOWN MANAGER

FROM: KARLA STOVALL, CHIEF FINANCIAL OFFICER

SUBJ: INVESTMENT REPORT FOR QUARTER ENDING MARCH 31, 2016

CC: MAYOR AND COUNCIL

Attached is the Quarterly Investment Report for the quarter ending March 31, 2016 of the fiscal year. This report complies with the requirements of the Town's Investment Policy and the Public Fund's Investment Act as amended. For the period ending March 31, 2016, the Town's portfolio consisted of the following investments:

Portfolio by Type	Average Yield	Total Invested	% of Total
Money Market-Independent Bank	.75%	$48,413,843	100%
Total Portfolio (Avg)	.75%	$48,413,843	100%

The Town does not carry any security instruments (investment type) on its books that are traded on the open market; therefore all investments are listed at 100% of market value. All Funds on deposit with Independent Bank are fully secured and safeguarded. **Total interest earned for the quarter ending March 31, 2016 was $83,667. Year-to-date interest earnings are $128,335.**

Total cash and investments for the period ending December 31, 2015 was $44,137,998 and the invested balances at March 31, 2016 were $48,413,843 a net increase of $4,275,845. It is the strategy of the Finance Department to maintain a high percentage of its idle funds invested in safe and secure investment securities and pooled investment types in accordance with 46% are used in daily operations; the other 54% or $26,217,339 is for capital infrastructure and other restricted cash and policy commitments.

Over 100% of the Town's current portfolio has same day access which is sufficient to cover normal and seasonal operational costs. The Town's investment and cash management strategy will be to maintain operational and capital needs in money market accounts and liquid asset pools. The Town's funds are swept to the above accounts and withdrawn as needed for operational cash flow requirements.

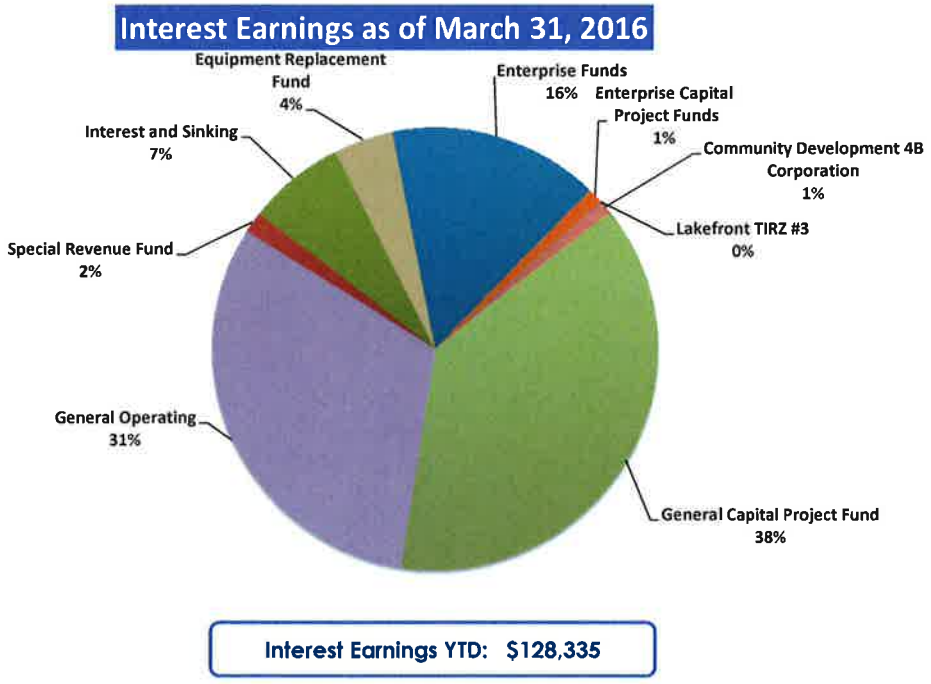
The total portfolio yield fiscal year-to-date is .75%

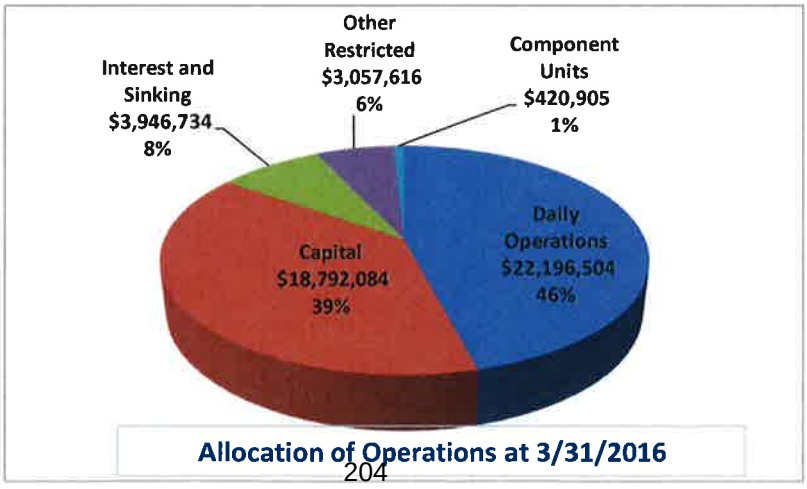
x Karla Stovall

Cash and Investment Summary Comments

Portfolio Summary as of 3/31/2016

* $48,413,843 - Cash and Investments on hand at 3/31/2016; average yield .75%.
* $4,275,845 Change in Cash since end of Quarter at 3/31/2016 (Increase)
* $83,667 interest earned for second quarter of fiscal year; year-to-date interest earnings $128,335
* 100% or $48,413,843 of portfolio is in depository bank
* Funds on deposit with depository bank for best returns. Fully collateralized.
* .75% - Average Fiscal Year-to-Date Average Yield on Portfolio
* Benchmarks: 3 Month Treasury Rolling Yield is .13%; 6 Month Treasury Rolling Yield is .25%.





CASH AND INVESTEMENTS BY PORTFOLIO *(All Funds are in interest bearing accounts.)* Fund	#	Fund Description	Balances 12-31-2014	Balances 3-31-2015	Balances 6-30-2016	Balances 9-30-2015	Balances 12-31-2015	Balances 3-31-2016	Changes from 12-31-2015	Use of Funds
General Operating										
112-0101-00-00	112	CASH-GENERAL FUND	9,015,323	9,378,148	8,002,601	5,259,805	12,622,224	15,047,650	2,425,426	Daily Operations
113-0101-00-00	113	PARKS AND RECREATION FUND	448,494	321,196	180,185	493,083	352,582	996,883	644,302	Parks and Recreation Operations
115-0101-00-00	115	CASH-STREET MAINTENANCE	51,264	108,013	237,031	235,707	352,477	359,180	6,703	1/4 Cent Sales Tax for Streets
			9,515,082	9,807,357	8,419,817	5,988,595	13,327,283	16,403,714	3,076,431	
Special Revenue Fund										
200-0101-00-00	200	CASH-SPECIAL REVENUE	129,181	127,236	131,584	134,182	140,526	144,944	4,417	Library, Police and Fire Restricted
202-0101-00-00	202	CASH-STREETSCAPE FUND	783,916	757,247	83,510	200,251	185,461	207,481	22,020	Streetscape
203-0101-00-00	203	CASH-PEG FUNDS	34,401	49,706	65,875	79,877	97,223	107,134	9,910	PEG Program
205-0101-00-00	205	CASH-TRAFFIC SAFETY	9,046	(25,987)	74,134	115,263	106,484	130,674	24,191	Red Light Camera Program
211-0101-00-00	211	CASH-FARMERS MARKET GRANT	8,194	8,209	8,225	0	0	(43,174)	(43,174)	Farmers Market grant
250-0101-00-00	250	CASH-GRANTS AND DONATIONS	22,892	27,352	14,867	23,173	24,203	25,709	1,506	Library, Police and Fire Restricted
412-0101-00-00	412	CASH-FORFEITURE	23,995	30,224	16,430	16,192	36,204	38,630	2,427	Police - restricted
			1,011,624	973,987	394,625	568,937	590,101	611,398	21,297	
Interest and Sinking										
312-0101-00-00	312	CASH-DEBT SERVICE FUND	3,201,399	3,411,214	3,606,348	339,676	3,691,623	3,946,734	255,112	Restricted for debt payments
			3,201,399	3,411,214	3,606,348	339,676	3,691,623	3,946,734	255,112	
Internal Service Fund										
500-0101-00-00	500	EQUIPMENT REPLACEMENT FUND	4,524,728	3,058,436	2,786,648	2,720,797	1,482,807	2,144,171	661,364	Restricted for vehicle/equipment replacement
501-0101-00-00	501	FIRE EQUIPMENT REPLACEMENT FUND	194,020	194,380	164,565	108,989	99,162	302,047	202,885	Restricted for Fire equipment replacement
			4,718,747	3,252,816	2,951,213	2,829,786	1,581,969	2,446,218	864,249	
Enterprise Funds										
612-0101-00-00	612	CASH-UTILITY OPERATING	2,194,717	2,569,910	2,777,553	3,358,745	4,452,856	4,754,524	301,668	Daily Operations and Debt Payments
712-0101-00-00	712	CASH-SOLID WASTE	28,163	200,353	225,001	207,120	355,489	518,813	163,324	Restricted for Courtesy Site
715-0101-00-00	715	CASH-STORM DRAINING FUND	474,714	547,570	506,407	549,041	524,329	519,453	(4,876)	
			2,697,594	3,317,833	3,508,961	4,114,906	5,332,674	5,792,790	460,116	
Enterprise Capital Project Funds										
612-0101-00-61	612	RESTRICTED CASH-2012 CO'S	722,898	707,882	705,999	491,939	433,193	431,818	(1,375)	Restricted for Water and Sewer CIP
819-0101-00-00	819	CASH IN BANK CONSOLIDATED	520,862	625,868	799,832	72,800	191,886	324,831	132,945	Restricted for Water and Sewer CIP
913-0101-00-00	913	CASH IN BANK CONSOLIDATED	488,843	596,880	766,092	77,798	205,813	314,345	108,532	Restricted for Water and Sewer CIP
			1,732,603	1,930,630	2,271,923	642,537	830,892	1,070,994	240,102	
Lakefront TIRZ #3										
810-0101-00-00	810	CASH-LAKEFRONT TIRZ #3	0	0	0	0	32,497	32,556	59	Restricted for TIRZ #3
			0	0	0	0	32,497	32,556	59	
Economic Development 4A Corporation										
811-0101-00-00	811	CASH-ECONOMIC DEVELOPMENT	0	0	0	0	0	0	0	Restricted for 4A Purposes
			0	0	0	0	0	0	0	As of October 1, 2014 separated from Town reporting
Community Development 4B Corporation										
814-0101-00-00	814	CASH-CDC	1,139,013	1,301,466	265,959	106,354	298,513	388,349	89,836	Restricted for 4B Purposes
			1,139,013	1,301,466	265,959	106,354	298,513	388,349	89,836	
General Capital Project Funds										
828-0101-00-00	828	CASH IN BANK - STREET IMPACT FEES	327,274	431,965	1,166,113	1,644,874	1,900,785	2,155,631	254,846	Restricted for Street Projects
841-0101-00-00	841	CASH IN BANK - 2015 CO BONDS				0	9,658,459	9,609,282	(49,176)	Restricted for 2015 CO Bond Projects
870-0101-00-00	870	CASH IN BANK - 2009 GO BONDS	0	0	0	0	0	0	0	Restricted for 09 GO Bond Projects
871-0101-00-00	871	CASH IN BANK-GEN CAP PROJ FUND #2	6,884,619	5,805,212	6,772,565	6,000,607	6,893,203	5,956,177	(937,026)	Restricted for CIP Proj after 6/2013
			7,211,893	6,237,176	7,938,678	7,645,481	18,452,447	17,721,090	(731,356)	
Total Cash and Investments at 3-31-2016			31,227,955	30,232,480	29,357,523	22,236,273	44,137,998	48,413,843	4,275,845	

Interest Earnings

	Oct-15	Nov-15	Dec-15	1st Qtr 2016	Jan-16	Feb-16	Mar-16	2nd Qtr 2016	YTD Totals
General Operating	4,426.20	3,868.49	4,429.55	12,724.24	8,055.71	9,441.52	10,053.86	27,551.09	40,275.33
Special Revenue Fund	370.64	363.19	211.31	945.14	268.71	344.35	417.24	1,030.30	1,975.44
Interest and Sinking	248.99	387.87	1,321.97	1,958.83	2,202.21	2,373.17	2,503.56	7,078.94	9,037.77
Equipment Replacement Fund	1,104.74	978.02	566.50	2,649.26	533.71	909.11	1,551.73	2,994.55	5,643.81
Enterprise Funds	2,888.41	3,417.04	2,045.45	8,350.90	3,262.72	4,120.09	4,070.39	11,453.20	19,804.10
Enterprise Capital Project Funds	300.15	269.13	155.13	724.41	260.49	251.08	273.92	785.49	1,509.90
Lakefront TIRZ #3	6.43	6.53	11.64	24.60	19.64	18.93	20.65	59.22	83.82
Economic Development 4A Corporation	-	-	-	-	-	-	-	-	-
Community Development 4B Corporation	116.43	147.71	157.91	422.05	208.09	261.31	246.44	715.84	1,137.89
LE Redevelopment Authority	-	-	-	-	-	-	-	-	-
General Capital Project Funds	5,053.28	5,208.12	6,607.83	16,869.23	9,987.04	10,769.76	11,241.16	31,997.96	48,867.19
Total Cash and Investments by Portfolio Fund Type:	**14,515.27**	**14,646.10**	**15,507.29**	**44,668.66**	**24,798.32**	**28,489.32**	**30,378.95**	**83,666.59**	**128,335.25**

LITTLE ELM

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2016

Prepared by
Valley View Consulting, L.L.C.

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

Chief Financial Officer

Assistant Finance Director

Senior Accountant

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	Ave. Yield	March 31, 2016 Book Value	March 31, 2016 Market Value	December 31, 2015 Book Value	December 31, 2015 Market Value
Pools/Bank DDA	0.75%	$ 48,413,843	$ 48,413,843	$ 44,137,998	$ 44,137,998
Securities/CDs		–	–	–	–
Totals		**$ 48,413,843**	**$ 48,413,843**	**$ 44,137,998**	**$ 44,137,998**

Average Yield (1)	
Total Portfolio	0.75%
Rolling Three Mo. Treas. Yield	0.29%
Rolling Six Mo. Treas. Yield	0.39%

Fiscal Year-to-Date Average Yield (2)	
Total Portfolio	0.75%
Rolling Three Mo. Treas. Yield	0.21%
Rolling Six Mo. Treas. Yield	0.32%
Quarterly TexPool Yield	0.26%

Quarterly Interest Income	$ 83,667
Year-to-date Interest Income	$ 128,335

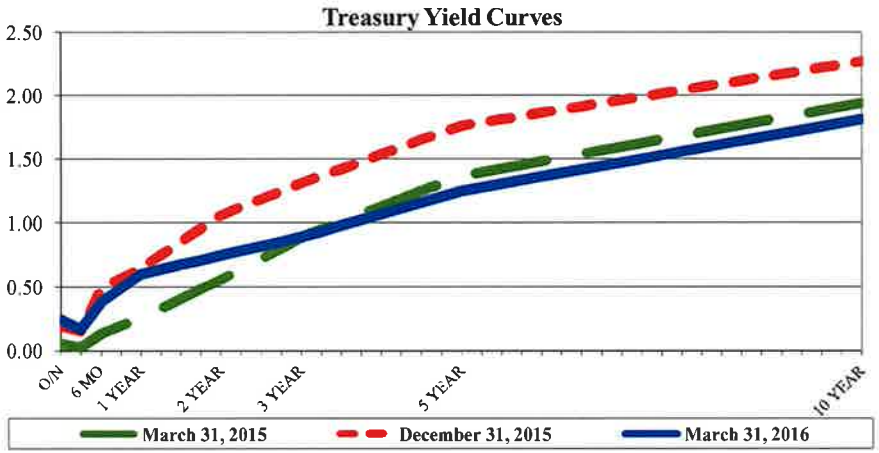
(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

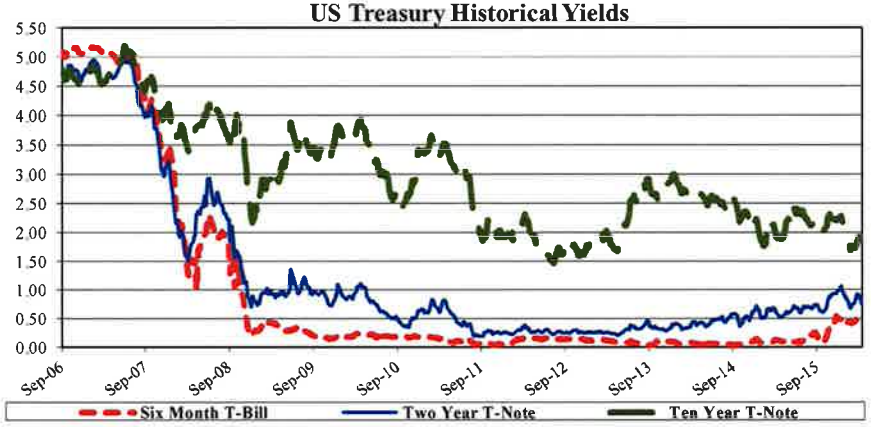
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

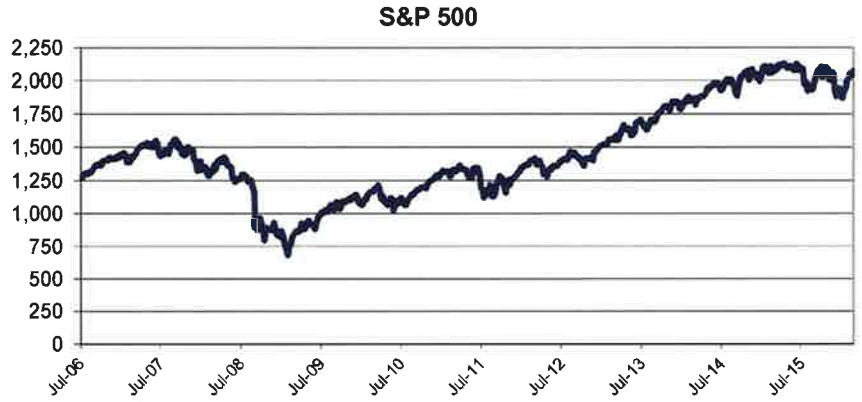
Economic Overview

3/31/2016

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range of 0.25% - 0.50% (actual Fed Funds are trading +/-37 bps). The March FOMC Meeting Statement (and subsequent releases) indicated concerns about economic growth prospects and reported lower projections than previously set. The futures market anticipates limited probability of additional rate increases prior to December. International concerns dominate the uncertainty. US data reflects continuing, modest US growth. The Yield Curve flattened due to the longer-term, lackluster worldwide expansion outlook. Taxable municipal bonds or CDs offer the best interest earnings opportunity, if available.







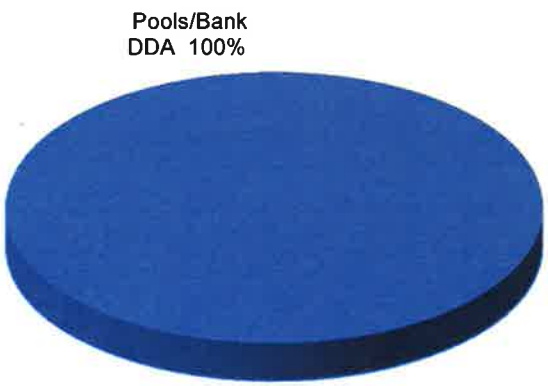
Detail of Holdings
March 31, 2016

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
DDA		0.75%	04/01/2016	03/31/2016	$ 48,413,843	$ 48,413,843	1.000	$ 48,413,843	1	0.75%
					$ 48,413,843	**$ 48,413,843**		**$ 48,413,843**	**1**	**0.75%**
									(1)	**(2)**

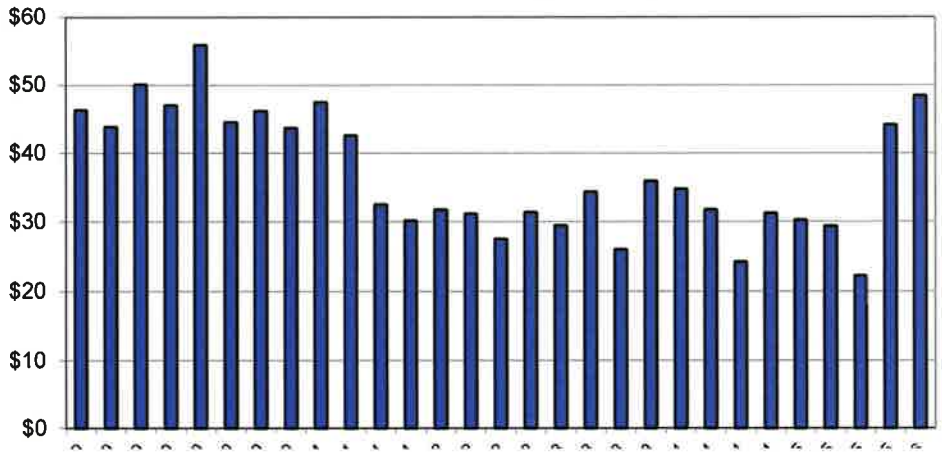
(1) Weighted average life - For purposes of calculating weighted average life, pool and bank account investments are assumed to have a one day maturity.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for pool and bank account investments.

Portfolio Composition



Total Portfolio (Millions)



Book Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2015 Par Value	December 31, 2015 Book Value	Purchases/ Adjustments	Sales/Adjust/ Maturities	March 31, 2016 Par Value	March 31, 2016 Book Value
DDA	0.75%	04/01/2016	$ 44,137,998	$ 44,137,998	$ 4,275,845	$ –	$ 48,413,843	$ 48,413,843
TOTAL			**$ 44,137,998**	**$ 44,137,998**	**$ 4,275,845**	**$ –**	**$ 48,413,843**	**$ 48,413,843**

Market Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2015 Par Value	December 31, 2015 Market Value	Qtr to Qtr Change	March 31, 2016 Par Value	March 31, 2016 Market Value
DDA	0.75%	04/01/2016	$ 44,137,998	$ 44,137,998	$ 4,275,845	$ 48,413,843	$ 48,413,843
TOTAL			**$ 44,137,998**	**$ 44,137,998**	**$ 4,275,845**	**$ 48,413,843**	**$ 48,413,843**

Allocation

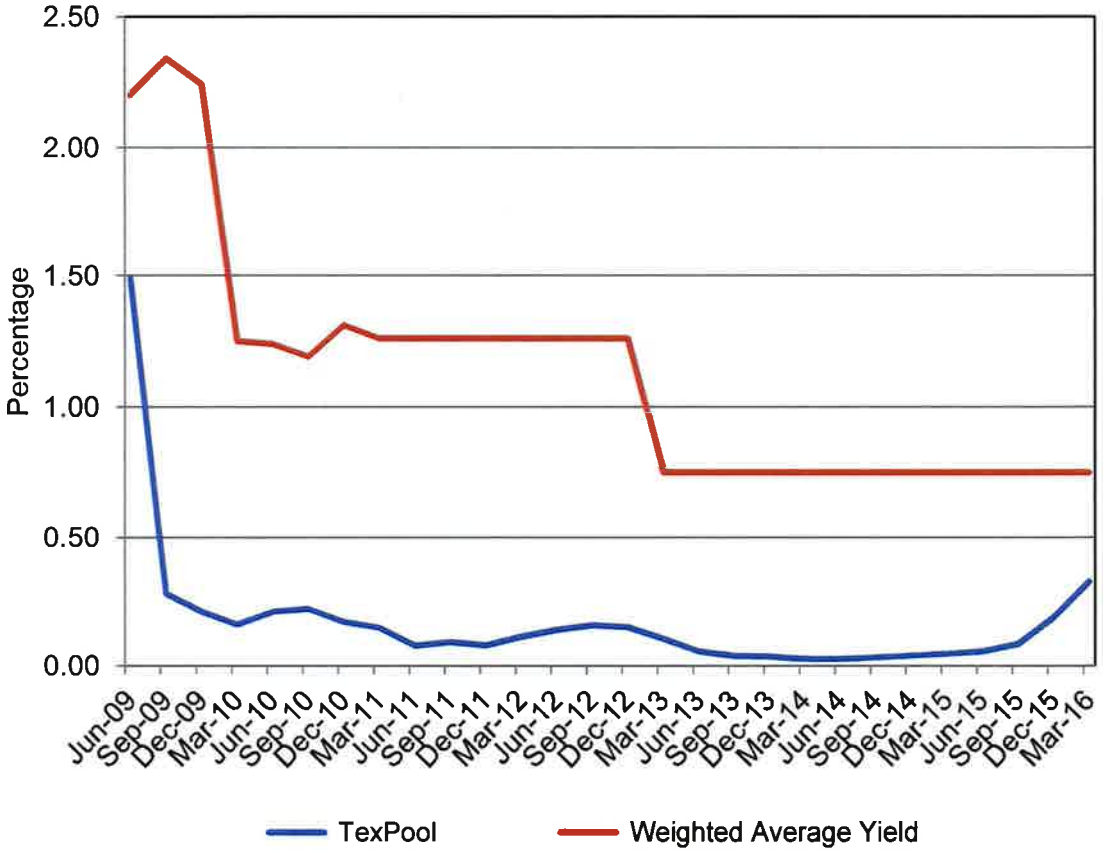
March 31, 2016

Book & Market Value	Total	General Operating	Special Revenue	Interest & Sinking	Internal Service Fund	Enterprise Funds	Enterprise Capital Projects	CDC 4B	Lakefront TIRZ #3	General Capital Projects
DDA	$ 48,413,843	$ 16,403,714	$ 611,398	$ 3,946,734	$ 2,446,218	$ 5,792,790	$ 1,070,994	$ 388,349	$ 32,556	$ 17,721,090
Totals	**$ 48,413,843**	**$ 16,403,714**	**$ 611,398**	**$ 3,946,734**	**$ 2,446,218**	**$ 5,792,790**	**$ 1,070,994**	**$ 388,349**	**$ 32,556**	**$ 17,721,090**

Allocation **December 31, 2015**

Book & Market Value	Total	General Operating	Special Revenue	Interest & Sinking	Internal Service Fund	Enterprise Funds	Enterprise Capital Projects	CDC 4B	Lakefront TIRZ #3	General Capital Projects
DDA	$ 44,137,998	$ 13,327,283	$ 590,101	$ 3,691,623	$ 1,581,969	$ 5,332,674	$ 830,892	$ 298,513	$ 32,497	$ 18,452,447
Totals	**$ 44,137,998**	**$ 13,327,283**	**$ 590,101**	**$ 3,691,623**	**$ 1,581,969**	**$ 5,332,674**	**$ 830,892**	**$ 298,513**	**$ 32,497**	**$ 18,452,447**

Total Portfolio Performance



Finance Department
Karla Stovall, Chief Financial Officer
Phone: 214-975-0415
kstovall@littleelm.org

TOWN COUNCIL
CONSENT AGENDA

Date May 3, 2016

PROJECT
Approve unaudited Quarterly Budget Report for the quarter ending March 31, 2016.

BACKGROUND
The purpose of this item is to provide Town Council a report of financial performance of the town regarding its Budget of Revenues and Expenditures for the 1st quarter of the Fiscal Year 2016.

FISCAL IMPACT
The Town's financial outlook is good as reflected in the attached reports. All revenues and expenses are on target for this period and we have not seen any indications of revenue declines.

RECOMMENDED ACTION
Accept and approve Quarterly Budget Report for Quarter Ending March 31, 2016.

ATTACHMENTS
Quarterly Budget Report

Initial:
Town Manager ☐ ____ Finance ☐ ____ Library ☐ ____ Public Works ☐ ____ Parks ☐ ____

Town Secretary ☐ ____ Police ☐ ____ Fire ☐ ____ HR ☐ ____ Development Services ☐ ____

APPROVED ☐ DENIED ☐ TABLED ☐ WITHDRAWN ☐

MEMORANDUM

TO: MATT MUELLER, TOWN MANAGER

FROM: KARLA STOVALL, CHIEF FINANCIAL OFFICER

SUBJ: BUDGET REPORT FOR PERIOD MARCH 31, 2016

CC: MAYOR AND COUNCIL

The attached is Budget Information for the fiscal period ending March 31, 2016. This period ending represents 50% of the Town's fiscal year (6 months). This information is unaudited and subject to change as the Finance department closes the fiscal year. This budget report provides a snapshot of our financial information.

Cash and Investment Position: The City is in excellent cash position. All idle funds are in interest bearing accounts.

Budget: At March 31, 2016, the budget is as follows for major funds with the **target at 100%;** the major funds are presented in summary below. The YTD figure includes

Revenues:

Major Funds – Sources		***Budget***		*YTD*	*% Earned*
General Fund	$	24,441,848	$	17,854,526	73%
Park and Recreation Fund		1,213,460		895,446	74%
Street Maintenance Fund		715,900		268,024	37%
Water and Sewer Fund		13,554,615		6,095,492	45%
Solid Waste Fund		2,309,570		1,115,082	48%
Storm Drainage System Fund		490,710		234,751	48%
Debt Service		4,516,135		4,501,211	99%
Total Sources – Major Funds	$	47,242,234	$	30,964,532	66%

Expenditures:

Major Funds - Uses		***Budget***		*YTD*	*% Used*
General Fund	$	24,425,623	$	11,179,555	46%
Park and Recreation Fund		1,182,080		430,373	36%
Street Maintenance Fund		938,445		269,342	29%
Water and Sewer Fund		13,747,982		8,992,843	65%
Solid Waste Fund		2,273,020		750,858	33%
Storm Drainage System Fund		1,084,442		735,375	68%
Debt Service		4,543,826		974,499	21%
Total Uses – Major Funds	$	48,195,418	$	23,332,845	48%

General Fund Revenue and Expense Summary: The total all sources of revenue in the General Fund year-to-date is $17,854,526 or 73% of budgeted revenues of $24,441,848. Operationally, the Town is on target and within targeted projections. Building Permit revenue is exceeding expectations at $1,766,283 or 66% of amended budget ($2,668,994). Other permit revenue also shows above budget earnings in Contractor Registration and Re-inspection, Rental Registrations, and Irrigation Permits. Plan Review Fees also appear on target recording $282,426 or 63% of the amended budget ($450,000). The increase in Revenue in Building Permits and Plan Review is associated not only with increase construction activity but also one-time developer payments associated with new developments.

The overall General Fund Budget is at 73% for operational revenues and other sources while General Fund expenditures are at 46% of budget. The Town's tax levy reports as 100% collection. All maintenance and operation current property tax revenue to date is $11,342,381.

General Fund and Debt Service Fund Property Taxes: Total collected YTD is $11,770,765.The YTD actual figure does not include special district reimbursements. The Property Tax collections are near complete for the fiscal year as the majority of the payments are

General & Debt	Levy/Budget	YTD Actual
Current Levy	15,730,702	15,709,505
Prior Years' Taxes	104,300	361,306
Penalty & Interest	60,000	81,885
Total	15,895,702	16,152,696

Sales Tax: The Town's total sales tax budget (2 cents) is $ $5,720,000. On a cash basis only four of the six months of Sales Tax is recorded, as it is recorded in the month it was earned. Sales Tax received in October and November was accrued back into FY2015 as it was actually earned in August and September. The table below summaries total sales tax collections. The figures below do not include any reduction to Sales Tax associated with any development, 380 or economic development agreements.

Fiscal Year	Total Sales Tax Received	1¢ City	.50¢ EDC	.25¢ CDC	.25¢ SMF
2010	3,051,371	1,525,685	762,843	381,421	381,421
2011	3,374,699	1,687,349	843,675	421,837	421,837
2012	3,788,950	1,894,475	947,238	473,619	473,619
2013	2,359,868	1,179,934	589,967	294,983	294,983
2014	4,728,719	2,364,360	1,182,180	591,090	591,090
2015	5,705,400	2,852,700	1,426,350	713,175	713,175
2016	2,071,895	1,035,947	517,974	258,987	258,987

Interest Earnings and Cash Position: The Town's funds are fully invested and secure. Total interest earned for the quarter ending March 31, 2016 was $83,667 and for the fiscal year the total is $128,335. Total cash and investments on hand for the period ending March 31, 2016 are $48,413,843. (See Cash and Investment Report for more detail)

Water and Sewer Fund: The Town's Water Wastewater Utility revenue collected YTD as of March 31, 2016 is $6,095,492 or 45% of budget revenues of $13,554,615. Water and Sewer rates were increased this fiscal year. Water sales total $3,074,561 or 44% of the total budgeted amount of $7,000,000. Expenditures for the year as of March 31, 2016 are $8,992,843 or 65% of the total amended budget amount of $13,747,982.

Attachments enclosed: Combined Revenue and Expense Report for the period ending 3/2016

Fund: 112 GENERAL FUND Department: REVENUE Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-5111-00-00	CURRENT YEAR PROPERTY TAXES	11,354,286.00-		84,336.19-	11,342,380.90-	99.895	11,905.10-
112-5115-00-00	PENALTY & INTEREST ON DELINQUE	43,298.00-		31,394.82-	59,121.33-	136.545	15,823.33
112-5121-00-00	PRIOR YEAR PROPERTY TAXES	75,283.00-		99,103.56-	259,021.00-	344.063	183,738.00
112-5132-00-00	CITY SALES TAX	2,860,000.00-		203,526.86-	1,052,963.20-	36.817	1,807,036.80-
112-5133-00-00	CONTRA SALE TAX			2,439.76	23,943.92		23,943.92-
112-5141-00-00	MIXED DRINK TAX	40,660.00-			16,064.32-	39.509	24,595.68-
112-5142-00-00	VEHICLE INVENTORY TAX				8,506.46-		8,506.46
112-5143-00-00	FRANCHISE FEE - ELECTRIC	1,547,300.00-			315,956.23-	20.420	1,231,343.77-
112-5144-00-00	FRANCHISE FEE - GAS	190,980.00-			113,623.14-	59.495	77,356.86-
112-5145-00-00	FRANCHISE FEE - CABLE	335,830.00-			86,981.63-	25.900	248,848.37-
112-5146-00-00	FRANCHISE - TELEPHONE	58,080.00-		460.43-	14,120.91-	24.313	43,959.09-
Subtotal:		16,505,717.00-		416,382.10-	13,244,795.20-	80.244	3,260,921.80-
112-5211-00-00	MOBILE HOME PARK LICENSE	11,800.00-			11,796.00-	99.966	4.00-
112-5214-00-00	ANNUAL PERMITS	3,750.00-			1,100.00-	29.333	2,650.00-
112-5221-00-00	CERTIFICATE OF OCCUPANCY	2,000.00-		50.00-	1,050.00-	52.500	950.00-
112-5222-00-00	BUILDING PERMITS	2,668,994.00-		224,782.32-	1,766,282.38-	66.178	902,711.62-
112-5224-00-00	PLUMBING PERMITS			100.00-	100.00-		100.00
112-5226-00-00	CONTRACTOR REGS & RE-INSPECTS	60,000.00-		6,150.00-	45,275.00-	75.458	14,725.00-
112-5227-00-00	OTHER PERMITS	4,470.00-		1,225.00-	2,675.00-	59.843	1,795.00-
112-5228-00-00	RENTAL REGISTRATIONS	160,150.00-		5,095.00-	178,347.50-	111.363	18,197.50
112-5229-00-00	IRRIGATION PERMITS	150,000.00-		13,255.00-	99,584.30-	66.390	50,415.70-
112-5230-00-00	SIGN PERMITS	15,000.00-		1,160.00-	7,070.00-	47.133	7,930.00-
Subtotal:		3,076,164.00-		251,817.32-	2,113,280.18-	68.699	962,883.82-
112-5330-00-00	LIBRARY QTR PLEDGE DENTON CO	32,000.00-		10,000.00-	35,700.00-	111.563	3,700.00
112-5340-00-00	FIRE SERVICES PLEDGE DENTON CO	60,000.00-		16,500.00-	42,500.00-	70.833	17,500.00-
112-5341-00-00	AMBULANCE PLEDGE DENTON COUNTY	40,000.00-		52,762.00-	52,762.00-	131.905	12,762.00
Subtotal:		132,000.00-		79,262.00-	130,962.00-	99.214	1,038.00-
112-5401-00-00	INFRASTRUCTURE INSPECTION FEES	65,000.00-		350.00-	45,810.69-	70.478	19,189.31-
112-5402-00-00	FIRE CODE INSPECTION FEES	25,000.00-		718.63-	48,458.80-	193.835	23,458.80
112-5403-00-00	RENTAL PROPERTY REGISTRATIONS	3,390.00-		960.00-	3,507.50-	103.466	117.50
112-5421-00-00	PLATTING FEES	35,000.00-		2,939.64-	17,314.64-	49.470	17,685.36-
112-5422-00-00	PLANNING AND ZONING FEES	10,000.00-		2,500.00-	7,050.00-	70.500	2,950.00-
112-5423-00-00	PLAN REVIEW FEES	450,000.00-		45,647.19-	282,426.26-	62.761	167,573.74-
112-5425-00-00	ANIMAL CONTROL REVENUE	2,500.00-		2,582.00-	10,145.30-	405.812	7,645.30
Subtotal:		590,890.00-		55,697.46-	414,713.19-	70.184	176,176.81-
112-5511-00-00	MUNICIPAL COURT FINES	496,770.00-		73,421.90-	301,594.18-	60.711	195,175.82-

Fund: 112 GENERAL FUND Department: REVENUE Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-5512-00-00	STATE COURT ACCIDENT REPORT FE	2,000.00-		334.15-	1,793.81-	89.691	206.19-
112-5515-00-00	TEEN COURT FEES	18,760.00-		1,931.79-	9,878.15-	52.655	8,881.85-
112-5516-00-00	ALARM PERMITS	50,500.00-		2,512.46-	24,283.37-	48.086	26,216.63-
Subtotal:		568,030.00-		78,200.30-	337,549.51-	59.425	230,480.49-
112-5611-00-00	INTEREST EARNINGS	60,000.00-		9,193.87-	37,458.74-	62.431	22,541.26-
112-5625-00-00	SENIOR TRAVEL/ENTERTAIN FUNDS	40,000.00-		3,176.00-	17,363.50-	43.409	22,636.50-
112-5671-00-00	MISCELLANEOUS	70,000.00-		2,510.75-	42,599.72-	60.857	27,400.28-
112-5672-00-00	COTTONWOOD CRK MARINA - LAND	2,500.00-			625.00-	25.000	1,875.00-
112-5673-00-00	WORKERS COMP REIMBURSEMENT	20,000.00-					20,000.00-
112-5675-00-00	AUCTION PROCEEDS				55,819.13-		55,819.13
112-5677-00-00	LIBRARY REVENUE	5,000.00-		1,448.10-	4,128.54-	82.571	871.46-
112-5678-00-00	CONCESSION PROCEEDS	14,000.00-			863.32-	6.167	13,136.68-
112-5679-00-00	COTTONWOOD CRK MARINA - SALES	40,000.00-			6,191.98-	15.480	33,808.02-
112-5683-00-00	BOAT RAMP FEES	30,000.00-		4,907.00-	14,742.50-	49.142	15,257.50-
112-5686-00-00	DCFWS-POLICE SERVICE AGREEMENT	182,333.00-					182,333.00-
112-5691-00-00	CONTRACT PAYMEN/LAKEWOOD VILL	31,000.00-		9,525.00-	9,525.00-	30.726	21,475.00-
112-5693-00-00	CONTRACT PYMT - CORINTH-COLONY	50,000.00-		25,000.00-	50,000.00-	100.000	
112-5694-00-00	AMBULANCE/FIRE RUNS	570,000.00-		65,317.64-	329,901.48-	57.877	240,098.52-
112-5695-00-00	FIRE RUNS/COLLECTIONS	2,760.00-		2,587.80-	18,386.20-	666.167	15,626.20
112-5697-00-00	SRO-LITTLE ELM AND DENTON ISD	337,754.00-		33,743.81-	67,487.62-	19.981	270,266.38-
Subtotal:		1,455,347.00-		157,409.97-	655,092.73-	45.013	800,254.27-
112-5709-00-00	FEMA GRANT	40,000.00-					40,000.00-
112-5714-00-00	GAIN/LOSS ON SALE OF ASSETS	10,000.00-			12,825.41-	128.254	2,825.41
112-5717-00-00	REIMBURSEMENTS-OTHER	50,000.00-		100.00-	4,339.00-	8.678	45,661.00-
112-5718-00-00	REIMBURSEMENTS-INSURANCE	21,510.00-		19,634.09-	21,516.66-	100.031	6.66
112-5719-00-00	ABATEMENT REIMBURSEMENTS	5,530.00-		610.68-	3,174.54-	57.406	2,355.46-
Subtotal:		127,040.00-		20,344.77-	41,855.61-	32.947	85,184.39-
112-5800-00-00	TRANSFER FROM WATER UTILITIES	1,717,160.00-		858,580.00-	858,580.00-	50.000	858,580.00-
112-5801-00-00	TRANS FROM SOLID WASTE FD 712	175,000.00-					175,000.00-
112-5802-00-00	TRANS FROM EDC FUND 811	30,000.00-					30,000.00-
112-5803-00-00	TRANS FROM CDC FUND 814	54,500.00-		54,500.00-	54,500.00-	100.000	
112-5805-00-00	TRANFER FROM OTHER FUNDS	10,000.00-		1,564.16-	3,197.46-	31.975	6,802.54-
Subtotal:		1,986,660.00-		914,644.16-	916,277.46-	46.122	1,070,382.54-
Program number:		24,441,848.00-		1,973,758.08-	17,854,525.88-	73.049	6,587,322.12-
Department number: REVENUE		24,441,848.00-		1,973,758.08-	17,854,525.88-	73.049	6,587,322.12-

Fund: 112 GENERAL FUND Department: REVENUE Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
Revenues	Subtotal -----	24,441,848.00-		1,973,758.08-	17,854,525.88-	73.049	6,587,322.12-

Fund: 112 GENERAL FUND Department: REVENUE Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6712-00-00	DUES/MEMBERSHIPS/PLEDGES				20.00		20.00-
Subtotal:					20.00		20.00-
Program number:					20.00		20.00-
Department number:	REVENUE				20.00		20.00-

Fund: 112 GENERAL FUND | Department: 1 TOWN COUNCIL | Program: TOWN COUNCIL (01)
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-01-00	SALARIES & WAGES	6,650.00		700.00	1,925.00	28.947	4,725.00
112-6141-01-00	SOCIAL SECURITY	509.00		53.52	147.28	28.935	361.72
112-6143-01-00	WORKER'S COMPENSATION	17.00		1.81	5.16	30.353	11.84
112-6145-01-00	UNEMPLOYMENT COMPENSATION	63.00		19.63	20.86	33.111	42.14
Subtotal:		7,239.00		774.96	2,098.30	28.986	5,140.70
112-6214-01-00	PROFESSIONAL SERVICES	5,000.00					5,000.00
112-6255-01-00	SERVICE CONTRACT	50,000.00	26,563.04		40,714.80	81.430	9,285.20
Subtotal:		55,000.00	26,563.04		40,714.80	74.027	14,285.20
112-6328-01-00	IT SERVICES	1,000.00			49.99	4.999	950.01
112-6333-01-00	MISC. EXPENDITURES	4,350.00		3,546.82	7,738.79	177.903	3,388.79-
112-6342-01-00	OFFICE SUPPLIES			85.40	164.30		164.30-
112-6344-01-00	PRINTING AND MAILING	2,000.00	400.00		2,166.56	108.328	166.56-
Subtotal:		7,350.00	400.00	3,632.22	10,119.64	137.682	2,769.64-
112-6712-01-00	DUES/MEMBERSHIPS/PLEDGES	4,100.00		50.00	4,369.00	106.561	269.00-
112-6715-01-00	SCHOOLS & SEMINARS	3,800.00			586.93	15.446	3,213.07
112-6719-01-00	UNIFORMS	700.00			199.12	28.446	500.88
Subtotal:		8,600.00		50.00	5,155.05	59.942	3,444.95
Program number:	TOWN COUNCIL	78,189.00	26,963.04	4,457.18	58,087.79	74.292	20,101.21
Department number:	TOWN COUNCIL	78,189.00	26,963.04	4,457.18	58,087.79	74.292	20,101.21

Fund: 112 GENERAL FUND Department: 3 ADMINISTRATIVE SERVICES Program: TOWN MANAGER
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-03-00	SALARIES & WAGES	302,089.00		23,254.48	138,364.16	45.802	163,724.84
112-6114-03-00	EMPLOYEE RETIREMENT PROGRAM	40,677.79		3,119.54	18,713.98	46.005	21,963.81
112-6115-03-00	LONGEVITY/BONUS	1,920.00			1,920.00	100.000	
112-6116-03-00	OVERTIME	500.00			96.47	19.294	403.53
112-6118-03-00	CAR ALLOWANCE	6,000.00		500.00	2,750.00	45.833	3,250.00
112-6121-03-00	OTHER ALLOWANCES	1,800.00		150.00	825.00	45.833	975.00
112-6141-03-00	SOCIAL SECURITY	23,622.00		1,760.75	8,132.44	34.427	15,489.56
112-6142-03-00	GROUP INSURANCE	41,792.00		3,481.67	20,441.61	48.913	21,350.39
112-6143-03-00	WORKER'S COMPENSATION	853.00		71.72	474.97	55.682	378.03
112-6144-03-00	LIFE INSURANCE	597.00		34.80	380.13	63.673	216.87
112-6145-03-00	UNEMPLOYMENT COMPENSATION	27.00		488.24	513.00	1,900.000	486.00-
112-6148-03-00	LONG-TERM DISABILITY INSUR EXP	885.00		98.26	847.22	95.731	37.78
Subtotal:		420,762.79		32,959.46	193,458.98	45.978	227,303.81
112-6214-03-00	PROFESSIONAL SERVICES	29,600.00	90.00-	90.00	4,702.50	15.887	24,897.50
112-6231-03-00	CONTRACT SERVICES				922.63		922.63-
112-6232-03-00	ADVERTISING	250.00			20.00	8.000	230.00
112-6272-03-00	COMMUNICATIONS	2,000.00		150.59	903.12	45.156	1,096.88
112-6277-03-00	RECRUITMENT	13,300.00	6,134.00	2,467.29	18,773.27	141.152	5,473.27-
112-6278-03-00	ORG. DEVOLOPEMENT & TRAINING	48,590.00	21,000.00	4,146.80	43,792.92	90.127	4,797.08
Subtotal:		93,740.00	27,044.00	6,854.68	69,114.44	73.730	24,625.56
112-6322-03-00	ADMIN FEES (GROUP BENEFITS)	21,900.00	5,538.76	1,605.24	20,637.91	94.237	1,262.09
112-6333-03-00	MISC. EXPENDITURES	2,750.00		239.00-	216.04	7.856	2,533.96
112-6342-03-00	OFFICE SUPPLIES	750.00		126.86	1,225.22	163.363	475.22-
112-6344-03-00	PRINTING AND MAILING				336.09		336.09-
112-6354-03-00	RECOGNITION	8,500.00		583.02	7,225.37	85.004	1,274.63
Subtotal:		33,900.00	5,538.76	2,076.12	29,640.63	87.435	4,259.37
112-6712-03-00	DUES/MEMBERSHIPS/PLEDGES	5,995.00			4,367.15	72.847	1,627.85
112-6714-03-00	WELLNESS	5,500.00			1,699.73	30.904	3,800.27
112-6715-03-00	TRAINING & TRAVEL	10,750.00		580.56	1,825.06	16.977	8,924.94
112-6719-03-00	UNIFORMS	200.00			67.98	33.990	132.02
112-6722-03-00	PROPERTY INSURANCE	76,000.00			67,836.22	89.258	8,163.78
112-6723-03-00	LIABILITY INSURANCE	117,000.00			107,190.90	91.616	9,809.10
Subtotal:		215,445.00		580.56	182,987.04	84.934	32,457.96
112-8990-03-00	SALARY AND BENS CONTINGENCY	100,000.00					100,000.00
Subtotal:		100,000.00					100,000.00

Fund: 112 GENERAL FUND Department: 3 ADMINISTRATIVE SERVICES Program: TOWN MANAGER
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
Program number:	TOWN MANAGER	863,847.79	32,582.76	42,470.82	475,201.09	55.010	388,646.70
Department number:	ADMINISTRATIVE SERVICES	863,847.79	32,582.76	42,470.82	475,201.09	55.010	388,646.70

Fund: 112 GENERAL FUND Department: 6 TOWN SECRETARY Program: TOWN SECRETARY
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-06-00	SALARIES & WAGES	96,399.60		7,370.72	43,855.78	45.494	52,543.82
112-6114-06-00	EMPLOYEE RETIREMENT PROGRAM	12,775.00		961.88	5,918.99	46.333	6,856.01
112-6115-06-00	LONGEVITY/BONUS	1,680.00			1,680.00	100.000	
112-6141-06-00	SOCIAL SECURITY	7,503.00		563.86	3,483.49	46.428	4,019.51
112-6142-06-00	GROUP INSURANCE	9,038.00		721.65	4,217.79	46.667	4,820.21
112-6143-06-00	WORKER'S COMPENSATION	272.00		22.11	150.18	55.213	121.82
112-6144-06-00	LIFE INSURANCE	133.00		11.04	121.48	91.338	11.52
112-6145-06-00	UNEMPLOYMENT COMPENSATION	9.00		162.00	171.00	1,900.000	162.00-
112-6148-06-00	LONG-TERM DISABILITY INSUR EXP	360.00		31.14	268.42	74.561	91.58
Subtotal:		128,169.60		9,844.40	59,867.13	46.709	68,302.47
112-6214-06-00	PROFESSIONAL SERVICES	1,200.00					1,200.00
112-6232-06-00	ADVERTISING	1,025.00			149.10	14.546	875.90
112-6272-06-00	COMMUNICATIONS	625.00		50.85	304.71	48.754	320.29
Subtotal:		2,850.00		50.85	453.81	15.923	2,396.19
112-6321-06-00	ANNUAL CODIFICATION UPDATE	7,000.00			2,529.90	36.141	4,470.10
112-6333-06-00	MISC. EXPENDITURES	250.00					250.00
112-6334-06-00	BOOKS AND MAGAZINES	200.00		46.50	110.50	55.250	89.50
112-6342-06-00	OFFICE SUPPLIES	3,000.00		61.98	701.24	23.375	2,298.76
112-6344-06-00	PRINTING AND MAILING	100.00			2.75	2.750	97.25
Subtotal:		10,550.00		108.48	3,344.39	31.700	7,205.61
112-6712-06-00	DUES/MEMBERSHIPS/PLEDGES	3,980.00			366.70	9.214	3,613.30
112-6715-06-00	SCHOOLS & SEMINARS	600.00					600.00
112-6717-06-00	ELECTION EXPENSES	11,000.00			7,874.37	71.585	3,125.63
Subtotal:		15,580.00			8,241.07	52.895	7,338.93
Program number:	TOWN SECRETARY	157,149.60		10,003.73	71,906.40	45.757	85,243.20
Department number:	TOWN SECRETARY	157,149.60		10,003.73	71,906.40	45.757	85,243.20

Fund: 112 GENERAL FUND Department: 7 MUNICIPAL COURT Program: MUNICIPAL COURT
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-07-00	SALARIES & WAGES	162,507.92		10,678.40	52,507.33	32.311	110,000.59
112-6114-07-00	EMPLOYEE RETIREMENT PROGRAM	19,290.00		1,468.11	6,648.60	34.467	12,641.40
112-6115-07-00	LONGEVITY/BONUS	300.00			240.00	80.000	60.00
112-6116-07-00	OVERTIME	6,000.00		571.49	1,082.11	18.035	4,917.89
112-6117-07-00	CERTIFICATE PAY	3,000.00					3,000.00
112-6141-07-00	SOCIAL SECURITY	13,143.02		842.62	4,016.54	30.560	9,126.48
112-6142-07-00	GROUP INSURANCE	26,357.00		2,058.99	10,793.18	40.950	15,563.82
112-6143-07-00	WORKER'S COMPENSATION	1,688.00		129.45	414.63	24.563	1,273.37
112-6144-07-00	LIFE INSURANCE	193.00		15.61	122.45	63.446	70.55
112-6145-07-00	UNEMPLOYMENT COMPENSATION	36.00		456.39	482.00	1,338.889	446.00-
112-6148-07-00	LONG-TERM DISABILITY INSUR EXP	522.00		42.86	306.48	58.713	215.52
Subtotal:		233,036.94		16,263.92	76,613.32	32.876	156,423.62
112-6202-07-00	MUNCIPAL COURT JUDGE	43,920.00			17,485.00	39.811	26,435.00
112-6211-07-00	CITY ATTORNEY/PROSECUTOR	42,000.00			18,420.00	43.857	23,580.00
112-6222-07-00	COLLECTION SERVICES	800.00					800.00
112-6255-07-00	SERVICE CONTRACT OFFICE EQUIPM	4,300.00	2,381.16		4,176.00	97.116	124.00
112-6272-07-00	COMMUNICATIONS	1,080.00		88.84	532.65	49.319	547.35
Subtotal:		92,100.00	2,381.16	88.84	40,613.65	44.097	51,486.35
112-6328-07-00	IT SERVICES	8,400.00					8,400.00
112-6333-07-00	MISC. EXPENDITURES	500.00			464.28	92.856	35.72
112-6337-07-00	TEEN COURT EXPENSE	15,250.00	7,500.00		15,000.00	98.361	250.00
112-6342-07-00	OFFICE SUPPLIES	3,500.00		1,525.07	3,184.61	90.989	315.39
112-6344-07-00	PRINTING AND MAILING	3,500.00			564.78	16.137	2,935.22
Subtotal:		31,150.00	7,500.00	1,525.07	19,213.67	61.681	11,936.33
112-6712-07-00	DUES/MEMBERSHIPS/PLEDGES	350.00			100.00	28.571	250.00
112-6715-07-00	SCHOOLS & SEMINARS	3,500.00		467.72	1,238.85	35.396	2,261.15
112-6719-07-00	UNIFORMS	150.00			101.42	67.613	48.58
Subtotal:		4,000.00		467.72	1,440.27	36.007	2,559.73
Program number:	MUNICIPAL COURT	360,286.94	9,881.16	18,345.55	137,880.91	38.270	222,406.03
Department number:	MUNICIPAL COURT	360,286.94	9,881.16	18,345.55	137,880.91	38.270	222,406.03

Fund: 112 GENERAL FUND Department: 8 FINANCIAL ADMINISTRATION Program: FINANCIAL ADMINISTRATION
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-08-00	SALARIES & WAGES	459,806.00		35,379.08	209,519.28	45.567	250,286.72
112-6114-08-00	EMPLOYEE RETIREMENT PROGRAM	60,501.00		4,650.70	27,614.00	45.642	32,887.00
112-6115-08-00	LONGEVITY/BONUS	1,440.00			1,440.00	100.000	
112-6116-08-00	OVERTIME	250.00		27.62	181.54	72.616	68.46
112-6117-08-00	EDUC/CERT PAY	3,000.00		230.76	1,269.18	42.306	1,730.82
112-6141-08-00	SOCIAL SECURITY	35,534.00		2,583.09	15,419.32	43.393	20,114.68
112-6142-08-00	GROUP INSURANCE	61,056.00		5,465.22	32,859.05	53.818	28,196.95
112-6143-08-00	WORKER'S COMPENSATION	1,304.00		106.92	700.18	53.695	603.82
112-6144-08-00	LIFE INSURANCE	591.00		52.56	578.23	97.839	12.77
112-6145-08-00	UNEMPLOYMENT COMPENSATION	54.00		974.32	1,024.49	1,897.204	970.49-
112-6148-08-00	LONG-TERM DISABILITY INSUR EXP	1,600.00		149.48	1,283.08	80.193	316.92
Subtotal:		625,136.00		49,619.75	291,888.35	46.692	333,247.65
112-6200-08-00	DENTON COUNTY TAX COLLECTIONS	9,064.00			8,126.80	89.660	937.20
112-6203-08-00	SALES TAX REFUND/REBATES	160,500.00					160,500.00
112-6204-08-00	TIRZ SALES AND PROP TAX	45,000.00					45,000.00
112-6207-08-00	COUNTY APPRAISAL SERVICES	94,000.00	42,476.24	25,761.88	94,000.00	100.000	
112-6214-08-00	PROFESSIONAL SERVICES	143,000.00	32,067.74	2,221.81	121,214.19	84.765	21,785.81
112-6232-08-00	ADVERTISING	1,000.00			286.80	28.680	713.20
112-6255-08-00	SERVICE CONTRACT OFFICE EQUIPM	8,050.00	4,052.93	114.25	7,985.25	99.196	64.75
112-6272-08-00	COMMUNICATIONS	2,350.00		221.20	1,342.44	57.125	1,007.56
Subtotal:		462,964.00	78,596.91	28,319.14	232,955.48	50.318	230,008.52
112-6328-08-00	IT SERVICES	37,150.00		13,850.00	25,840.69	69.558	11,309.31
112-6333-08-00	MISC. EXPENDITURES	1,100.00			401.08	36.462	698.92
112-6336-08-00	BANK FEES/CHARGES	108,331.00	3,945.86	8,201.62	60,829.82	56.152	47,501.18
112-6342-08-00	OFFICE SUPPLIES	4,150.00		122.98	1,423.82	34.309	2,726.18
112-6343-08-00	OFFICE EQUIPMENT	2,470.00			859.96	34.816	1,610.04
112-6344-08-00	PRINTING AND MAILING	3,950.00		8.57-	1,544.97	39.113	2,405.03
Subtotal:		157,151.00	3,945.86	22,166.03	90,900.34	57.843	66,250.66
112-6712-08-00	DUES/MEMBERSHIPS/PLEDGES	3,680.00		140.00	963.00	26.168	2,717.00
112-6715-08-00	SCHOOLS & SEMINARS	14,485.00		322.91-	5,719.52	39.486	8,765.48
112-6719-08-00	EQUIPMENT & UNIFORMS	300.00		32.34	263.11	87.703	36.89
Subtotal:		18,465.00		150.57-	6,945.63	37.615	11,519.37
112-8994-08-00	TRANSFERS OUT - GCPF	205,464.00		205,464.00	205,464.00	100.000	
112-8996-08-00	TRANSFER OUT (PARK FUND)	727,000.00		727,000.00-	727,000.00-	-100.000	1,454,000.00
Subtotal:		932,464.00		521,536.00-	521,536.00-	-55.931	1,454,000.00

Fund: 112 GENERAL FUND Department: 8 FINANCIAL ADMINISTRATION Program: FINANCIAL ADMINISTRATION
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
Program number:	FINANCIAL ADMINISTRATION	2,196,180.00	82,542.77	421,581.65-	101,153.80	4.606	2,095,026.20
Department number:	FINANCIAL ADMINISTRATION	2,196,180.00	82,542.77	421,581.65-	101,153.80	4.606	2,095,026.20

Fund: 112 GENERAL FUND Department: 9 LIBRARY SERVICES Program: LIBRARY SERVICES (09)
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-09-00	SALARIES & WAGES	291,154.52		18,404.79	103,570.30	35.572	187,584.22
112-6114-09-00	EMPLOYEE RETIREMENT PROGRAM	29,176.00		1,881.69	10,112.51	34.660	19,063.49
112-6115-09-00	LONGEVITY/BONUS	1,080.00			900.00	83.333	180.00
112-6116-09-00	OVERTIME	500.00					500.00
112-6117-09-00	EDUC/CERT PAY	5,400.00		507.68	2,446.09	45.298	2,953.91
112-6141-09-00	SOCIAL SECURITY	22,807.00		1,375.64	7,769.34	34.066	15,037.66
112-6142-09-00	GROUP INSURANCE	53,507.00		3,543.27	21,955.68	41.033	31,551.32
112-6143-09-00	WORKER'S COMPENSATION	868.00		85.37	458.87	52.865	409.13
112-6144-09-00	LIFE INSURANCE	313.00		22.08	199.39	63.703	113.61
112-6145-09-00	UNEMPLOYMENT COMPENSATION	90.00		883.90	923.15	1,025.722	833.15-
112-6148-09-00	LONG-TERM DISABILITY INSUR EXP	843.03		52.18	405.42	48.091	437.61
Subtotal:		405,738.55		26,756.60	148,740.75	36.659	256,997.80
112-6232-09-00	ADVERTISING	1,500.00					1,500.00
112-6233-09-00	LIBRARY PROGRAMS	13,500.00	1,575.36	736.97	4,309.45	31.922	9,190.55
112-6255-09-00	SERVICE CONTRACT OFFICE EQUIPM	10,000.00	5,613.62		9,656.88	96.569	343.12
112-6272-09-00	COMMUNICATIONS	1,650.00		87.41	535.55	32.458	1,114.45
Subtotal:		26,650.00	7,188.98	824.38	14,501.88	54.416	12,148.12
112-6328-09-00	IT SERVICES	15,510.00	2,245.00		10,703.61	69.011	4,806.39
112-6332-09-00	LIBRARY BOOK SUPPLIES	3,400.00		12.61-	971.92	28.586	2,428.08
112-6334-09-00	MAGAZINES & NEWSPAPERS				8.17-		8.17
112-6342-09-00	OFFICE SUPPLIES	5,050.00		1,594.09	2,676.00	52.990	2,374.00
112-6343-09-00	OFFICE EQUIPMENT				367.79		367.79-
112-6344-09-00	PRINTING AND MAILING	2,800.00			2,485.81	88.779	314.19
Subtotal:		26,760.00	2,245.00	1,581.48	17,196.96	64.264	9,563.04
112-6400-09-00	COLLECTION - BOOKS	40,000.00	25,210.00	1,863.69	41,633.16	104.083	1,633.16-
Subtotal:		40,000.00	25,210.00	1,863.69	41,633.16	104.083	1,633.16-
112-6712-09-00	DUES/MEMBERSHIPS/PLEDGES	1,100.00		172.05	625.97	56.906	474.03
112-6715-09-00	SCHOOLS & SEMINARS	4,100.00		1,315.76	1,315.76	32.092	2,784.24
112-6719-09-00	EQUIPMENT & UNIFORMS	100.00					100.00
Subtotal:		5,300.00		1,487.81	1,941.73	36.636	3,358.27
Program number:	LIBRARY SERVICES (	504,448.55	34,643.98	32,513.96	224,014.48	44.408	280,434.07
Department number:	LIBRARY SERVICES	504,448.55	34,643.98	32,513.96	224,014.48	44.408	280,434.07

Fund: 112 GENERAL FUND Department: 10 DEVELOPMENT SERVICES Program: DEVELOPMENT SERVICES(10)
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-10-00	SALARIES & WAGES	1,306,443.00		92,229.37	551,553.11	42.218	754,889.89
112-6114-10-00	EMPLOYEE RETIREMENT PROGRAM	174,318.00		12,356.68	74,849.53	42.938	99,468.47
112-6115-10-00	LONGEVITY/BONUS	5,820.00			4,680.00	80.412	1,140.00
112-6116-10-00	OVERTIME	20,300.00		1,965.52	16,981.55	83.653	3,318.45
112-6117-10-00	EDUC/CERT PAY	970.00		92.30	323.05	33.304	646.95
112-6118-10-00	CAR ALLOWANCE	4,800.00		400.00	2,200.00	45.833	2,600.00
112-6141-10-00	SOCIAL SECURITY	102,382.00		6,897.99	41,829.51	40.856	60,552.49
112-6142-10-00	GROUP INSURANCE	207,741.00		15,639.80	93,277.69	44.901	114,463.31
112-6143-10-00	WORKER'S COMPENSATION	6,606.00		815.27	5,052.34	76.481	1,553.66
112-6144-10-00	LIFE INSURANCE	2,324.00		134.76	1,404.19	60.421	919.81
112-6145-10-00	UNEMPLOYMENT COMPENSATION	207.00		3,413.29	3,602.76	1,740.464	3,395.76-
112-6148-10-00	LONG-TERM DISABILITY INSUR EXP	4,789.00		391.84	3,011.26	62.879	1,777.74
Subtotal:		1,836,700.00		134,336.82	798,764.99	43.489	1,037,935.01
112-6214-10-00	PROFESSIONAL SERVICES	210,780.00	116,358.16	4,681.33	190,289.65	90.279	20,490.35
112-6231-10-00	CONTRACT LABOR	10,000.00	2,200.00		6,601.25	66.013	3,398.75
112-6232-10-00	ADVERTISING	1,200.00			367.60	30.633	832.40
112-6241-10-00	VEHICLE MAINTENANCE	5,500.00		45.75	1,580.64	28.739	3,919.36
112-6255-10-00	SERVICE CONTRACT OFFICE EQUIPM	13,250.00	7,179.72		12,840.00	96.906	410.00
112-6272-10-00	COMMUNICATIONS	20,520.00		1,414.30	9,592.36	46.746	10,927.64
Subtotal:		261,250.00	125,737.88	6,141.38	221,271.50	84.697	39,978.50
112-6310-10-00	MAINTENENCE & OPERATION SUPPLY	600.00					600.00
112-6328-10-00	IT SERVICES	41,000.00	8,250.00	1,679.36	27,364.15	66.742	13,635.85
112-6333-10-00	MISC. EXPENDITURES	2,000.00		43.34	1,984.52	99.226	15.48
112-6334-10-00	BOOKS AND MAGAZINES	1,000.00		23.42	697.42	69.742	302.58
112-6335-10-00	MISCELLANEOUS TOOLS	5,450.00		1,975.35	2,063.44	37.861	3,386.56
112-6338-10-00	FILING FEES	2,500.00		288.75	1,255.00	50.200	1,245.00
112-6342-10-00	OFFICE SUPPLIES	5,500.00		1,256.55	2,542.61	46.229	2,957.39
112-6343-10-00	OFFICE EQUIPMENT	2,500.00			27.99	1.120	2,472.01
112-6344-10-00	PRINTING AND MAILING	6,000.00		218.06	3,320.29	55.338	2,679.71
Subtotal:		66,550.00	8,250.00	5,484.83	39,255.42	58.986	27,294.58
112-6711-10-00	GASOLINE & OIL	30,000.00		11.50	5,023.98	16.747	24,976.02
112-6712-10-00	DUES/MEMBERSHIPS/PLEDGES	5,300.00		107.00	1,023.03	19.302	4,276.97
112-6715-10-00	SCHOOLS & SEMINARS	21,000.00		1,116.53	6,760.50	32.193	14,239.50
112-6719-10-00	UNIFORMS	6,550.00		1,843.91	2,919.98	44.580	3,630.02
Subtotal:		62,850.00		3,078.94	15,727.49	25.024	47,122.51
112-8995-10-00	TRANSFER OUT TO EQUIP REPLC	31,915.00		31,915.00	31,915.00	100.000	

Fund: 112 GENERAL FUND | Department: 10 DEVELOPMENT SERVICES | Program: DEVELOPMENT SERVICES(10)
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
Subtotal:		31,915.00		31,915.00	31,915.00	100.000	
Program number:	DEVELOPMENT SERVICES(10)	2,259,265.00	133,987.88	180,956.97	1,106,934.40	48.995	1,152,330.60
Department number:	DEVELOPMENT SERVICES	2,259,265.00	133,987.88	180,956.97	1,106,934.40	48.995	1,152,330.60

Fund: 112 GENERAL FUND | Department: 11 INFORMATION TECHNOLOGY | Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-11-00	SALARIES & WAGES	174,627.28		13,437.72	79,245.35	45.380	95,381.93
112-6114-11-00	EMPLOYEE RETIREMENT PROGRAM	23,016.00		1,753.63	10,330.08	44.882	12,685.92
112-6115-11-00	LONGEVITY/BONUS	1,080.00			1,080.00	100.000	
112-6116-11-00	OVERTIME	1,000.00					1,000.00
112-6141-11-00	SOCIAL SECURITY	13,518.00		968.96	5,796.43	42.879	7,721.57
112-6142-11-00	GROUP INSURANCE	42,292.00		2,844.28	14,652.07	34.645	27,639.93
112-6143-11-00	WORKER'S COMPENSATION	493.00		40.31	262.34	53.213	230.66
112-6144-11-00	LIFE INSURANCE	241.00		20.52	175.81	72.950	65.19
112-6145-11-00	UNEMPLOYMENT COMPENSATION	27.00		489.70	513.00	1,900.000	486.00-
112-6148-11-00	LONG-TERM DISABILITY INSUR EXP	652.00		56.78	383.32	58.791	268.68
Subtotal:		256,946.28		19,611.90	112,438.40	43.759	144,507.88
112-6214-11-00	PROFESSIONAL SERVICES	171,000.00	48,704.00		82,237.75	48.092	88,762.25
112-6241-11-00	VEHICLE MAINTENANCE	350.00			545.77	155.934	195.77-
112-6272-11-00	COMMUNICATIONS	115,200.00		8,890.74	54,092.85	46.956	61,107.15
Subtotal:		286,550.00	48,704.00	8,890.74	136,876.37	47.767	149,673.63
112-6325-11-00	IT SUPPLIES	500.00			372.15	74.430	127.85
112-6326-11-00	IT HARDWARE	130,730.00	15,198.66	652.44	18,605.71	14.232	112,124.29
112-6328-11-00	IT SERVICES	161,783.30	12,109.58	13,569.11	69,249.19	42.804	92,534.11
112-6342-11-00	OFFICE SUPPLIES	500.00			210.17	42.034	289.83
112-6343-11-00	OFFICE EQUIPMENT	250.00					250.00
112-6344-11-00	PRINTING AND MAILING	250.00					250.00
Subtotal:		294,013.30	27,308.24	14,221.55	88,437.22	30.079	205,576.08
112-6440-11-00	OPERATING LEASES	103,731.84			72,908.08	70.285	30,823.76
Subtotal:		103,731.84			72,908.08	70.285	30,823.76
112-6630-11-00	CAPITAL OUTLAY	50,000.00		1,421.00	30,970.50	61.941	19,029.50
Subtotal:		50,000.00		1,421.00	30,970.50	61.941	19,029.50
112-6711-11-00	GASOLINE & OIL	400.00			92.56	23.140	307.44
112-6712-11-00	DUES/MEMBERSHIPS/PLEDGES	300.00					300.00
112-6715-11-00	SCHOOLS & SEMINARS	11,000.00	2,693.00	425.00	9,524.04	86.582	1,475.96
112-6719-11-00	EQUIPMENT & UNIFORMS	450.00					450.00
Subtotal:		12,150.00	2,693.00	425.00	9,616.60	79.149	2,533.40
112-8995-11-00	TRANSFER OUT TO EQUIP REPLC	1,294.00		1,294.00	1,294.00	100.000	

Fund: 112 GENERAL FUND | Department: 11 INFORMATION TECHNOLOGY | Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
Subtotal:		1,294.00		1,294.00	1,294.00	100.000	
Program number:		1,004,685.42	78,705.24	45,864.19	452,541.17	45.043	552,144.25
Department number:	INFORMATION TECHNOLOGY	1,004,685.42	78,705.24	45,864.19	452,541.17	45.043	552,144.25

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6354-12-00	RECOGNITION			91.82	91.82		91.82-
Subtotal:				91.82	91.82		91.82-
Program number:	HUMAN RESOURCES (12)			91.82	91.82		91.82-
Department number:	HUMAN RESOURCES			91.82	91.82		91.82-

Fund: 112 GENERAL FUND Department: 14 TOWN ATTORNEY Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6211-14-00	LEGAL/PROFESSIONAL-VALENCIA				1,173.00		1,173.00-
112-6214-14-00	PROFESSIONAL SERVICES	735,000.00	3,762.50	1,237.50	284,627.67	38.725	450,372.33
Subtotal:		735,000.00	3,762.50	1,237.50	285,800.67	38.884	449,199.33
Program number:		735,000.00	3,762.50	1,237.50	285,800.67	38.884	449,199.33
Department number:	TOWN ATTORNEY	735,000.00	3,762.50	1,237.50	285,800.67	38.884	449,199.33

Fund: 112 GENERAL FUND | Department: 30 POLICE | Program: POLICE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-30-00	SALARIES & WAGES	2,993,666.56		202,115.61	1,237,546.00	41.339	1,756,120.56
112-6110-30-00	DENTON CO-FRISCO RANCH				6,458.54		6,458.54-
112-6114-30-00	EMPLOYEE RETIREMENT PROGRAM	391,080.25		28,379.20	177,644.23	45.424	213,436.02
112-6115-30-00	LONGEVITY/BONUS	22,006.00			14,880.00	67.618	7,126.00
112-6116-30-00	OVERTIME	225,950.00		18,787.91	135,146.25	59.812	90,803.75
112-6117-30-00	EDUC/CERT PAY	58,200.00		5,063.74	27,342.89	46.981	30,857.11
112-6121-30-00	OTHER ALLOWANCES	8,890.00		670.00	3,685.00	41.451	5,205.00
112-6141-30-00	SOCIAL SECURITY	243,620.00		16,580.72	104,396.28	42.852	139,223.72
112-6142-30-00	GROUP INSURANCE	502,219.00		36,619.68	224,807.97	44.763	277,411.03
112-6143-30-00	WORKER'S COMPENSATION	70,464.00		5,928.93	36,149.96	51.303	34,314.04
112-6144-30-00	LIFE INSURANCE	3,929.00		285.83	3,205.82	81.594	723.18
112-6145-30-00	UNEMPLOYMENT COMPENSATION	463.00		7,383.51	7,806.73	1,686.119	7,343.73-
112-6146-30-00	FIELD TRAINING OFFICER - F.T.O	4,200.00		125.00	1,600.00	38.095	2,600.00
112-6147-30-00	OFFICER IN CHARGE	5,400.00		980.00	3,780.00	70.000	1,620.00
112-6148-30-00	LONG-TERM DISABILITY INSUR EXP	9,931.00		813.58	6,998.98	70.476	2,932.02
Subtotal:		4,540,018.81		323,733.71	1,991,448.65	43.864	2,548,570.16
112-6209-30-00	DENTON CO DISPATCH SERVICES	117,334.00					117,334.00
112-6214-30-00	OTHER AGENCIES SERIVICES	43,512.83			43,512.00	99.998	.83
112-6219-30-00	ALARM PERMIT SERVICES	20,000.00			9,470.52	47.353	10,529.48
112-6241-30-00	VEHICLE MAINTENANCE	30,964.00	1,635.02	2,506.37	23,323.27	75.324	7,640.73
112-6255-30-00	SERVICE CONTRACT OFFICE EQUIPM	49,217.00	8,124.00		43,909.81	89.217	5,307.19
112-6272-30-00	COMMUNICATIONS	30,187.96		2,324.48	14,611.25	48.401	15,576.71
112-6280-30-00	RADIO EQUIP & MAINT	25,786.00	9,530.70		14,656.06	56.837	11,129.94
Subtotal:		317,001.79	19,289.72	4,830.85	149,482.91	47.155	167,518.88
112-6309-30-00	JAIL SUPPLIES	4,700.00		163.65	1,299.99	27.659	3,400.01
112-6311-30-00	INVESTIGATION SUPPLIES	14,594.90			11,713.76	80.259	2,881.14
112-6313-30-00	FIREARMS	25,018.00	5,747.60	1,935.00	14,589.62	58.316	10,428.38
112-6320-30-00	K-9 EXPENDITURES	1,620.00			526.61	32.507	1,093.39
112-6328-30-00	IT SERVICES	6,495.00			6,055.43	93.232	439.57
112-6333-30-00	MISC. EXPENDITURES	2,500.00		37.49	665.56	26.622	1,834.44
112-6334-30-00	BOOKS AND MAGAZINES	500.00			162.56	32.512	337.44
112-6342-30-00	OFFICE SUPPLIES	8,700.00	330.00	232.90	4,296.45	49.384	4,403.55
112-6344-30-00	PRINTING AND MAILING	4,000.00		54.39	1,875.42	46.886	2,124.58
112-6346-30-00	POLICE EQUIPMENT	26,899.00	192.00	434.42	8,177.35	30.400	18,721.65
112-6349-30-00	EVIDENCE SUPPLIES/EQUIPMENT				229.66		229.66-
112-6351-30-00	CRIME PREVENTION MATERIALS	20,200.00	300.00	852.00	5,964.99	29.530	14,235.01
112-6354-30-00	RECOGNITION	2,500.00			2,510.00	100.400	10.00-
Subtotal:		117,726.90	6,569.60	3,709.85	58,067.40	49.324	59,659.50

Fund: 112 GENERAL FUND Department: 30 POLICE Program: POLICE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6630-30-00	CAPITAL OUTLAY	278,487.00	36,631.32		134,374.40	48.252	144,112.60
Subtotal:		278,487.00	36,631.32		134,374.40	48.252	144,112.60
112-6711-30-00	GASOLINE & OIL	130,000.00		123.76	25,262.48	19.433	104,737.52
112-6712-30-00	DUES/MEMBERSHIPS/PLEDGES	3,955.00		405.00	2,426.00	61.340	1,529.00
112-6715-30-00	SCHOOLS & SEMINARS	34,165.00		2,143.91	15,316.20	44.830	18,848.80
112-6719-30-00	UNIFORMS	51,221.05	4,060.58	1,563.48	12,582.99	24.566	38,638.06
Subtotal:		219,341.05	4,060.58	4,236.15	55,587.67	25.343	163,753.38
112-8995-30-00	TRANSFER OUT TO EQUIP REPLC	220,545.00		220,545.00	226,941.25	102.900	6,396.25-
Subtotal:		220,545.00		220,545.00	226,941.25	102.900	6,396.25-
Program number:	POLICE	5,693,120.55	66,551.22	557,055.56	2,615,902.28	45.948	3,077,218.27
Department number:	POLICE	5,693,120.55	66,551.22	557,055.56	2,615,902.28	45.948	3,077,218.27

Fund: 112 GENERAL FUND Department: 45 ANIMAL CONTROL Program: ANIMAL CONTROL
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-45-00	SALARIES & WAGES	65,534.00		6,355.20	27,361.78	41.752	38,172.22
112-6114-45-00	EMPLOYEE RETIREMENT PROGRAM	9,242.00		848.79	3,598.70	38.939	5,643.30
112-6115-45-00	LONGEVITY/BONUS	120.00					120.00
112-6116-45-00	OVERTIME	5,300.00		148.95	296.63	5.597	5,003.37
112-6141-45-00	SOCIAL SECURITY	5,428.00		497.56	2,090.81	38.519	3,337.19
112-6142-45-00	GROUP INSURANCE	20,156.00		1,443.30	5,293.41	26.262	14,862.59
112-6143-45-00	WORKER'S COMPENSATION	2,123.00		490.63	581.29	27.381	1,541.71
112-6144-45-00	LIFE INSURANCE	91.00		10.08	47.79	52.516	43.21
112-6145-45-00	UNEMPLOYMENT COMPENSATION	18.00		283.57	294.01	1,633.389	276.01-
112-6148-45-00	LONG-TERM DISABILITY INSUR EXP	245.00		21.48	42.91	17.514	202.09
Subtotal:		108,257.00		10,099.56	39,607.33	36.586	68,649.67
112-6241-45-00	VEHICLE MAINTENANCE	1,700.00			69.80	4.106	1,630.20
112-6255-45-00	SERVICE CONTRACT	3,200.00	1,851.40		3,168.00	99.000	32.00
112-6272-45-00	COMMUNICATIONS	1,948.00		139.53	739.87	37.981	1,208.13
Subtotal:		6,848.00	1,851.40	139.53	3,977.67	58.085	2,870.33
112-6312-45-00	KENNEL SUPPLIES	4,600.00		1,976.50	13,001.69	282.645	8,401.69-
112-6328-45-00	IT SERVICES	200.00			309.98	154.990	109.98-
112-6333-45-00	MISC. EXPENDITURES	1,500.00			196.63	13.109	1,303.37
112-6342-45-00	OFFICE SUPPLIES	500.00			141.86	28.372	358.14
112-6344-45-00	PRINTING AND MAILING	300.00			1.45	.483	298.55
112-6346-45-00	ANIMAL CONTROL EQUIPMENT	1,175.00			34.88	2.969	1,140.12
Subtotal:		8,275.00		1,976.50	13,686.49	165.396	5,411.49-
112-6711-45-00	GASOLINE & OIL	3,000.00		5.31	343.11	11.437	2,656.89
112-6712-45-00	DUES/MEMBERSHIPS/PLEDGES	100.00					100.00
112-6715-45-00	SCHOOLS & SEMINARS	600.00			181.73	30.288	418.27
112-6719-45-00	EQUIPMENT & UNIFORMS	1,200.00		3.03	533.30	44.442	666.70
Subtotal:		4,900.00		8.34	1,058.14	21.595	3,841.86
112-8995-45-00	TRANSFER OUT TO EQUIP REPLC	5,793.00		5,793.00	5,793.00	100.000	
Subtotal:		5,793.00		5,793.00	5,793.00	100.000	
Program number:	ANIMAL CONTROL	134,073.00	1,851.40	18,016.93	64,122.63	47.827	69,950.37
Department number:	ANIMAL CONTROL	134,073.00	1,851.40	18,016.93	64,122.63	47.827	69,950.37

Fund: 112 GENERAL FUND Department: 46 FLEET MAINT Program: FLEET SERVICES
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-46-00	SALARIES & WAGES	253,605.56		17,947.04	97,545.37	38.463	156,060.19
112-6114-46-00	EMPLOYEE RETIREMENT PROGRAM	23,060.00		1,714.77	10,350.65	44.886	12,709.35
112-6115-46-00	LONGEVITY/BONUS	1,080.00			1,080.00	100.000	
112-6116-46-00	OVERTIME	3,600.00		87.52	419.58	11.655	3,180.42
112-6119-46-00	ON CALL PAY	1,757.00		128.60	825.16	46.964	931.84
112-6141-46-00	SOCIAL SECURITY	19,893.00		1,371.43	7,531.56	37.860	12,361.44
112-6142-46-00	GROUP INSURANCE	26,358.00		2,133.95	13,304.67	50.477	13,053.33
112-6143-46-00	WORKER'S COMPENSATION	6,146.00		458.06	2,713.20	44.146	3,432.80
112-6144-46-00	LIFE INSURANCE	235.00		18.12	199.56	84.919	35.44
112-6145-46-00	UNEMPLOYMENT COMPENSATION	54.00		703.59	736.64	1,364.148	682.64-
112-6148-46-00	LONG-TERM DISABILITY INSUR EXP	637.00		54.96	444.64	69.802	192.36
Subtotal:		336,425.56		24,618.04	135,151.03	40.173	201,274.53
112-6241-46-00	VEHICLE MAINTENANCE	1,575.00		29.00	109.55	6.956	1,465.45
112-6254-46-00	MACHINERY & EQUIPMENT MAINT	7,756.00	1,565.00		4,740.15	61.116	3,015.85
112-6255-46-00	SERVICE CONTRACT OFFICE EQUIPM	2,108.00		35.18	567.76	26.934	1,540.24
112-6272-46-00	COMMUNICATIONS	1,025.00		204.72	625.39	61.014	399.61
Subtotal:		12,464.00	1,565.00	268.90	6,042.85	48.482	6,421.15
112-6310-46-00	MAINTENENCE & OPERATION SUPPLY	5,500.00	230.00	308.79	1,416.86	25.761	4,083.14
112-6328-46-00	IT SERVICES	1,000.00					1,000.00
112-6335-46-00	MISCELLANEOUS TOOLS	5,672.00			1,290.80	22.757	4,381.20
112-6342-46-00	OFFICE SUPPLIES	600.00			308.94	51.490	291.06
112-6345-46-00	SAFETY SUPPLIES	400.00			75.67	18.918	324.33
Subtotal:		13,172.00	230.00	308.79	3,092.27	23.476	10,079.73
112-6711-46-00	GASOLINE & OIL	3,000.00		9.50	306.84	10.228	2,693.16
112-6712-46-00	DUES/MEMBERSHIPS/PLEDGES	760.00			489.00	64.342	271.00
112-6715-46-00	SCHOOLS & SEMINARS	4,325.00		1,218.00	1,774.74	41.034	2,550.26
112-6719-46-00	EQUIPMENT & UNIFORMS	1,925.00	806.03		1,793.26	93.156	131.74
Subtotal:		10,010.00	806.03	1,227.50	4,363.84	43.595	5,646.16
112-8995-46-00	TRANSFER OUT TO EQUIP REPLC	2,167.00		2,167.00	2,167.00	100.000	
Subtotal:		2,167.00		2,167.00	2,167.00	100.000	
Program number:	FLEET SERVICES	374,238.56	2,601.03	28,590.23	150,816.99	40.300	223,421.57
Department number:	FLEET MAINT	374,238.56	2,601.03	28,590.23	150,816.99	40.300	223,421.57

Fund: 112 GENERAL FUND Department: 47 FACILITY MAINTENANCE Program: BUILDING MAINTENANCE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-47-00	SALARIES & WAGES	39,776.00		3,060.80	18,695.19	47.001	21,080.81
112-6114-47-00	EMPLOYEE RETIREMENT PROGRAM	5,457.00		452.02	2,589.28	47.449	2,867.72
112-6115-47-00	LONGEVITY/BONUS	120.00			120.00	100.000	
112-6116-47-00	OVERTIME	2,000.00		402.95	1,588.62	79.431	411.38
112-6141-47-00	SOCIAL SECURITY	3,205.00		212.98	1,254.58	39.144	1,950.42
112-6142-47-00	GROUP INSURANCE	16,815.00		1,400.98	8,252.36	49.077	8,562.64
112-6143-47-00	WORKER'S COMPENSATION	1,051.00		91.89	594.88	56.601	456.12
112-6144-47-00	LIFE INSURANCE	55.00		4.32	47.92	87.127	7.08
112-6145-47-00	UNEMPLOYMENT COMPENSATION	9.00		164.88	171.48	1,905.333	162.48-
112-6148-47-00	LONG-TERM DISABILITY INSUR EXP	149.00		12.94	106.30	71.342	42.70
Subtotal:		68,637.00		5,803.76	33,420.61	48.692	35,216.39
112-6241-47-00	VEHICLE MAINTENANCE	1,000.00		39.75	543.00	54.300	457.00
112-6255-47-00	SERVICE CONTRACT	93,000.00	31,410.95	22,514.64	89,124.12	95.832	3,875.88
112-6272-47-00	COMMUNICATIONS	2,500.00		148.45	677.92	27.117	1,822.08
112-6273-47-00	ELECTRICITY	160,000.00		10,396.69	65,301.74	40.814	94,698.26
112-6274-47-00	NATURAL GAS & PROPANE	24,500.00		1,026.70	9,665.94	39.453	14,834.06
112-6278-47-00	BUILDING MAINTENANCE	140,000.00	12,852.90	7,882.69	60,631.88	43.308	79,368.12
112-6283-47-00	JANITORIAL SERVICES CONTRACT	150,000.00	69,536.63	180.00	141,077.35	94.052	8,922.65
Subtotal:		571,000.00	113,800.48	42,188.92	367,021.95	64.277	203,978.05
112-6310-47-00	MAINTENENCE & OPERATION SUPPLY	22,000.00	2,999.47	5,112.88	11,461.11	52.096	10,538.89
112-6333-47-00	MISC. EXPENDITURES	1,000.00					1,000.00
112-6335-47-00	MISCELLANEOUS TOOLS	2,500.00		195.60	836.93	33.477	1,663.07
112-6342-47-00	OFFICE SUPPLIES	500.00			330.76	66.152	169.24
112-6350-47-00	JANITORIAL SUPPLIES	6,000.00		1,533.88	7,423.29	123.722	1,423.29-
Subtotal:		32,000.00	2,999.47	6,842.36	20,052.09	62.663	11,947.91
112-6630-47-00	CAPITAL OUTLAY	40,150.00			38,650.00	96.264	1,500.00
Subtotal:		40,150.00			38,650.00	96.264	1,500.00
112-6711-47-00	GASOLINE & OIL	2,000.00			812.96	40.648	1,187.04
112-6712-47-00	DUES/MEMBERSHIPS/PLEDGES	800.00					800.00
112-6715-47-00	SCHOOLS & SEMINARS	1,500.00					1,500.00
112-6719-47-00	EQUIPMENT & UNIFORMS	500.00	500.00	41.60	541.60	108.320	41.60-
112-6745-47-00	EQUIPMENT RENTAL	3,000.00	1,537.20	219.60	2,854.80	95.160	145.20
Subtotal:		7,800.00	2,037.20	261.20	4,209.36	53.966	3,590.64
112-8995-47-00	TRANSFER OUT TO EQUIP REPLC	13,432.00		13,432.00	13,432.00	100.000	

Fund: 112 GENERAL FUND Department: 47 FACILITY MAINTENANCE Program: BUILDING MAINTENANCE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
Subtotal:		13,432.00		13,432.00	13,432.00	100.000	
Program number:	BUILDING MAINTENANCE	733,019.00	118,837.15	68,528.24	476,786.01	65.044	256,232.99
Department number:	FACILITY MAINTENANCE	733,019.00	118,837.15	68,528.24	476,786.01	65.044	256,232.99

Fund: 112 GENERAL FUND | Department: 50 PUBLIC WORKS/STREETS | Program: STREET MAINTENANCE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-50-00	SALARIES & WAGES	265,982.00		21,010.97	116,993.23	43.985	148,988.77
112-6114-50-00	EMPLOYEE RETIREMENT PROGRAM	37,296.00		3,084.58	17,477.89	46.863	19,818.11
112-6115-50-00	LONGEVITY/BONUS	1,260.00			1,260.00	100.000	
112-6116-50-00	OVERTIME	16,100.00		2,325.55	14,601.94	90.695	1,498.06
112-6119-50-00	ON CALL PAY	3,000.00		300.04	1,564.49	52.150	1,435.51
112-6141-50-00	SOCIAL SECURITY	21,906.00		1,603.37	9,068.83	41.399	12,837.17
112-6142-50-00	GROUP INSURANCE	85,920.00		7,311.29	44,495.84	51.788	41,424.16
112-6143-50-00	WORKER'S COMPENSATION	18,261.00		1,581.03	9,695.25	53.093	8,565.75
112-6144-50-00	LIFE INSURANCE	378.00		32.28	300.69	79.548	77.31
112-6145-50-00	UNEMPLOYMENT COMPENSATION	72.00		1,150.78	1,204.42	1,672.806	1,132.42-
112-6148-50-00	LONG-TERM DISABILITY INSUR EXP	1,030.00		86.10	704.90	68.437	325.10
Subtotal:		451,205.00		38,485.99	217,367.48	48.175	233,837.52
112-6214-50-00	PROFESSIONAL SERVICES	500.00			709.50	141.900	209.50-
112-6241-50-00	VEHICLE MAINTENANCE	14,350.00	1,342.31	137.95	15,768.32	109.884	1,418.32-
112-6254-50-00	MACHINERY & EQUIPMENT MAINT	1,100.00		233.62	233.62	21.238	866.38
112-6255-50-00	SERVICE CONTRACT OFFICE EQUIPM	5,980.00	3,419.91		5,964.00	99.732	16.00
112-6272-50-00	COMMUNICATIONS	2,110.00		177.30	1,062.00	50.332	1,048.00
112-6273-50-00	ELECTRICITY	225,718.00		19,001.76	115,924.76	51.358	109,793.24
112-6280-50-00	COMMUNICATION EQUIPMENT	500.00			101.86	20.372	398.14
Subtotal:		250,258.00	4,762.22	19,550.63	139,764.06	55.848	110,493.94
112-6310-50-00	MAINTENENCE & OPERATION SUPPLY	98,180.00	11,164.31	5,440.27	102,074.71	103.967	3,894.71-
112-6328-50-00	IT SERVICES	16,500.00	8,250.00	1,375.00	16,500.00	100.000	
112-6333-50-00	MISC. EXPENDITURES	2,000.00	3.25	259.93	1,294.81	64.741	705.19
112-6342-50-00	OFFICE SUPPLIES	500.00			503.73	100.746	3.73-
112-6343-50-00	OFFICE EQUIPMENT	27.00			26.48	98.074	.52
112-6345-50-00	SAFETY SUPPLIES	1,200.00			453.08	37.757	746.92
Subtotal:		118,407.00	19,417.56	7,075.20	120,852.81	102.066	2,445.81-
112-6706-50-00	CONTRACT STREET MAINTENANCE	302,960.00	52,833.34	9,577.00	91,683.21	30.262	211,276.79
112-6707-50-00	STREET SIGNS	19,973.00	7,076.60	680.93	16,443.89	82.331	3,529.11
112-6711-50-00	GASOLINE & OIL	16,250.00		140.00	5,012.11	30.844	11,237.89
112-6712-50-00	DUES/MEMBERSHIPS/PLEDGES	336.00					336.00
112-6715-50-00	SCHOOLS & SEMINARS	1,900.00			132.00	6.947	1,768.00
112-6719-50-00	EQUIPMENT & UNIFORMS	4,458.00	1,249.51		4,038.77	90.596	419.23
112-6745-50-00	EQUIPMENT RENTAL	12,000.00			5,049.00	42.075	6,951.00
Subtotal:		357,877.00	61,159.45	10,397.93	122,358.98	34.190	235,518.02
112-8995-50-00	TRANSFER OUT TO EQUIP REPLC	59,035.00		59,035.00	59,035.00	100.000	

Fund: 112 GENERAL FUND Department: 50 PUBLIC WORKS/STREETS Program: STREET MAINTENANCE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
Subtotal:		59,035.00		59,035.00	59,035.00	100.000	
Program number:	STREET MAINTENANCE	1,236,782.00	85,339.23	134,544.75	659,378.33	53.314	577,403.67
Department number:	PUBLIC WORKS/STREETS	1,236,782.00	85,339.23	134,544.75	659,378.33	53.314	577,403.67

Fund: 112 GENERAL FUND Department: 55 PARK MAINTENANCE Program: PARK MAINTENANCE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-55-00	SALARIES & WAGES	694,501.00		47,292.39	292,562.69	42.126	401,938.31
112-6114-55-00	EMPLOYEE RETIREMENT PROGRAM	91,037.00		6,889.57	41,159.86	45.212	49,877.14
112-6115-55-00	LONGEVITY/BONUS	3,180.00			3,180.00	100.000	
112-6116-55-00	OVERTIME	48,900.00		4,933.87	18,117.32	37.050	30,782.68
112-6117-55-00	EDUC/CERT PAY			92.30	184.60		184.60-
112-6118-55-00	CAR ALLOWANCE	4,800.00		400.00	2,200.00	45.833	2,600.00
112-6121-55-00	OTHER ALLOWANCES	900.00		75.00	412.50	45.833	487.50
112-6141-55-00	SOCIAL SECURITY	57,550.00		3,720.96	22,354.26	38.843	35,195.74
112-6142-55-00	GROUP INSURANCE	184,232.00		14,521.32	89,786.37	48.735	94,445.63
112-6143-55-00	WORKER'S COMPENSATION	17,584.00		1,427.81	9,486.07	53.947	8,097.93
112-6144-55-00	LIFE INSURANCE	866.00		70.68	807.81	93.281	58.19
112-6145-55-00	UNEMPLOYMENT COMPENSATION	225.00		2,226.57	2,316.41	1,029.516	2,091.41-
112-6148-55-00	LONG-TERM DISABILITY INSUR EXP	2,386.99		199.78	1,766.44	74.003	620.55
Subtotal:		1,106,161.99		81,850.25	484,334.33	43.785	621,827.66
112-6241-55-00	VEHICLE MAINTENANCE	16,000.00		1,376.88	6,463.96	40.400	9,536.04
112-6255-55-00	SERVICE CONTRACT OFFICE EQUIPM	35,700.00	2,440.70	1,790.00	30,060.83	84.204	5,639.17
112-6272-55-00	COMMUNICATIONS	4,050.00		372.64	2,038.83	50.341	2,011.17
112-6273-55-00	ELECTRICITY	40,000.00		2,899.24	14,154.12	35.385	25,845.88
Subtotal:		95,750.00	2,440.70	6,438.76	52,717.74	55.058	43,032.26
112-6310-55-00	MAINTENENCE & OPERATION SUPPLY	87,200.00	12,354.15	4,487.23	32,125.52	36.841	55,074.48
112-6330-55-00	SMALL TOOLS AND EQUIPMENT	7,500.00		299.38	1,690.80	22.544	5,809.20
112-6333-55-00	MISC. EXPENDITURES	2,000.00			463.66	23.183	1,536.34
112-6342-55-00	OFFICE SUPPLIES	1,500.00		106.93	692.93	46.195	807.07
112-6343-55-00	OFFICE EQUIPMENT	2,900.00					2,900.00
112-6344-55-00	PRINTING AND MAILING	500.00			6.19	1.238	493.81
112-6356-55-00	CHEMICAL APPLICATIONS	77,000.00	39,309.50	5,801.71	59,135.91	76.800	17,864.09
112-6357-55-00	SENIOR PROGRAMS			1,506.18-			
Subtotal:		178,600.00	51,663.65	9,189.07	94,115.01	52.696	84,484.99
112-6630-55-00	CAPITAL OUTLAY	82,713.00	8,650.75		36,569.18	44.212	46,143.82
Subtotal:		82,713.00	8,650.75		36,569.18	44.212	46,143.82
112-6708-55-00	PARK FACILITIES MAINTENANCE	17,000.00		2,371.03	6,844.86	40.264	10,155.14
112-6711-55-00	GASOLINE & OIL	25,000.00		104.73	4,623.12	18.492	20,376.88
112-6712-55-00	DUES/MEMBERSHIPS/PLEDGES	2,675.00		259.42	1,797.17	67.184	877.83
112-6715-55-00	SCHOOLS & SEMINARS	6,900.00		788.86	1,771.86	25.679	5,128.14
112-6719-55-00	EQUIPMENT & UNIFORMS	11,664.00		318.03	7,628.68	65.404	4,035.32
112-6745-55-00	EQUIPMENT RENTAL	7,900.00			1,370.20	17.344	6,529.80

Fund: 112 GENERAL FUND Department: 55 PARK MAINTENANCE Program: PARK MAINTENANCE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
Subtotal:		71,139.00		3,842.07	24,035.89	33.787	47,103.11
112-8995-55-00	TRANSFER OUT TO EQUIP REPLC	62,247.00		62,247.00	68,676.16	110.328	6,429.16-
Subtotal:		62,247.00		62,247.00	68,676.16	110.328	6,429.16-
Program number:	PARK MAINTENANCE	1,596,610.99	62,755.10	163,567.15	760,448.31	47.629	836,162.68
Department number:	PARK MAINTENANCE	1,596,610.99	62,755.10	163,567.15	760,448.31	47.629	836,162.68

Fund: 112 GENERAL FUND Department: 56 PARKS SENIOR PROGRAMS Program: PARKS -SENIOR PROGRAMMING
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-56-00	SALARIES & WAGES	78,264.00		5,964.86	34,651.35	44.275	43,612.65
112-6114-56-00	EMPLOYEE RETIREMENT PROGRAM	5,610.00		431.36	2,572.34	45.853	3,037.66
112-6115-56-00	LONGEVITY/BONUS	120.00			120.00	100.000	
112-6117-56-00	EDUC/CERT PAY	1,200.00		92.30	507.65	42.304	692.35
112-6141-56-00	SOCIAL SECURITY	6,088.00		446.00	2,596.66	42.652	3,491.34
112-6142-56-00	GROUP INSURANCE	12,509.00		917.24	6,896.55	55.133	5,612.45
112-6143-56-00	WORKER'S COMPENSATION	221.00		18.16	98.07	44.376	122.93
112-6144-56-00	LIFE INSURANCE	60.00		5.04	55.11	91.850	4.89
112-6145-56-00	UNEMPLOYMENT COMPENSATION	36.00		310.88	326.10	905.833	290.10-
112-6148-56-00	LONG-TERM DISABILITY INSUR EXP	160.29		13.96	120.84	75.388	39.45
Subtotal:		104,268.29		8,199.80	47,944.67	45.982	56,323.62
112-6255-56-00	SERVICE CONTRACT	3,250.00	1,858.58	18.00	3,216.00	98.954	34.00
112-6272-56-00	COMMUNICATIONS	1,350.00		51.51	308.64	22.862	1,041.36
112-6273-56-00	ELECTRICITY	11,000.00		528.20	3,805.18	34.593	7,194.82
Subtotal:		15,600.00	1,858.58	597.71	7,329.82	46.986	8,270.18
112-6310-56-00	MAINTENENCE & OPERATION SUPPLY	3,000.00		852.12	1,681.59	56.053	1,318.41
112-6328-56-00	IT SERVICES	2,500.00			144.99	5.800	2,355.01
112-6333-56-00	MISC. EXPENDITURES	550.00		137.87	137.87	25.067	412.13
112-6342-56-00	OFFICE SUPPLIES	550.00			122.26	22.229	427.74
112-6343-56-00	OFFICE EQUIPMENT	1,000.00			219.94	21.994	780.06
112-6357-56-00	SENIOR PROGRAMS	30,200.00		3,300.13	14,225.98	47.106	15,974.02
112-6363-56-00	TRAVEL AND EXTENDED TRIPS	40,000.00		1,614.00	14,614.00	36.535	25,386.00
Subtotal:		77,800.00		5,904.12	31,146.63	40.034	46,653.37
112-6712-56-00	DUES/MEMBERSHIPS/PLEDGES	400.00					400.00
112-6715-56-00	TRAINING & TRAVEL	600.00					600.00
112-6719-56-00	UNIFORMS	600.00		40.00	366.00	61.000	234.00
Subtotal:		1,600.00		40.00	366.00	22.875	1,234.00
Program number:	PARKS -SENIOR PROGRAMMIN	199,268.29	1,858.58	14,741.63	86,787.12	43.553	112,481.17
Department number:	PARKS SENIOR PROGRAMS	199,268.29	1,858.58	14,741.63	86,787.12	43.553	112,481.17

Fund: 112 GENERAL FUND | Department: 58 FIRE DEPARTMENT | Program: FIRE AND EMS
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
112-6108-58-00	SALARIES & WAGES	2,888,256.50		250,159.62	1,352,846.19	46.840	1,535,410.31
112-6113-58-00	FLSA-OVERTIME	225,000.00		14,223.09	114,372.17	50.832	110,627.83
112-6114-58-00	EMPLOYEE RETIREMENT PROGRAM	443,935.00		38,312.12	212,281.64	47.818	231,653.36
112-6115-58-00	LONGEVITY/BONUS	17,940.00			17,700.00	98.662	240.00
112-6116-58-00	OVERTIME	224,935.00		25,673.68	128,640.46	57.190	96,294.54
112-6117-58-00	EDUC/CERT PAY	52,200.00		3,523.21	19,337.22	37.044	32,862.78
112-6141-58-00	SOCIAL SECURITY	260,737.00		21,012.20	115,719.44	44.382	145,017.56
112-6142-58-00	GROUP INSURANCE	567,343.00		52,102.82	297,877.44	52.504	269,465.56
112-6143-58-00	WORKER'S COMPENSATION	61,618.00		5,373.77	30,845.32	50.059	30,772.68
112-6144-58-00	LIFE INSURANCE	4,198.00		324.00	3,579.65	85.270	618.35
112-6145-58-00	UNEMPLOYMENT COMPENSATION	423.00		7,351.40	7,764.77	1,835.643	7,341.77-
112-6148-58-00	LONG-TERM DISABILITY INSUR EXP	11,369.00		903.25	7,908.05	69.558	3,460.95
Subtotal:		4,757,954.50		418,959.16	2,308,872.35	48.527	2,449,082.15
112-6201-58-00	METROCREST MEDICAL SVCS. CONTR	32,000.00	18,670.00	2,666.00	34,666.00	108.331	2,666.00-
112-6218-58-00	AMBULANCE BILLING SERVICES	52,000.00		6,188.22	30,815.05	59.260	21,184.95
112-6220-58-00	LABORATORY SERVICES	880.00	625.00		880.00	100.000	
112-6231-58-00	CONTRACT LABOR	9,000.00		125.00	750.00	8.333	8,250.00
112-6232-58-00	ADVERTISING	500.00			106.75	21.350	393.25
112-6241-58-00	VEHICLE MAINTENANCE	53,365.00	3,229.70	496.70	25,655.98	48.076	27,709.02
112-6254-58-00	MACHINERY & EQUIPMENT MAINT	11,660.00		1,327.49	2,660.12	22.814	8,999.88
112-6255-58-00	SERVICE CONTRACTS	10,000.00	5,545.07		9,588.00	95.880	412.00
112-6272-58-00	COMMUNICATIONS	23,700.00		1,787.77	10,333.37	43.601	13,366.63
112-6278-58-00	BUILDING MAINTENANCE	1,500.00		14.99	245.63	16.375	1,254.37
112-6280-58-00	COMMUNICATION EQUIPMENT	29,700.00	6,198.75		16,915.82	56.956	12,784.18
Subtotal:		224,305.00	34,268.52	12,606.17	132,616.72	59.123	91,688.28
112-6328-58-00	IT SERVICES	17,134.00	7,200.00		11,124.53	64.927	6,009.47
112-6333-58-00	MISC. EXPENDITURES				107.17-		107.17
112-6334-58-00	BOOKS AND MAGAZINES	2,775.00			716.45	25.818	2,058.55
112-6335-58-00	SCBA EQUIPMENT	27,283.00	100.00	389.23	6,247.30	22.898	21,035.70
112-6342-58-00	OFFICE SUPPLIES	7,000.00		518.48	3,933.58	56.194	3,066.42
112-6343-58-00	OFFICE EQUIPMENT	6,000.00		1,014.83	2,809.87	46.831	3,190.13
112-6344-58-00	PRINTING AND MAILING	3,000.00		71.16	1,282.37	42.746	1,717.63
112-6345-58-00	PERSONNEL PROTECTIVE EQUIPMENT	115,743.00	71,888.82	3,908.72	102,649.33	88.687	13,093.67
112-6346-58-00	FIRE & RESCUE EQUIPMENT	22,970.00		2,364.55	8,907.40	38.778	14,062.60
112-6347-58-00	CHEMICALS	4,365.00					4,365.00
112-6349-58-00	MEDICAL SUPPLIES	92,474.00	749.76	3,993.72	27,665.02	29.917	64,808.98
112-6350-58-00	JANITORIAL SUPPLIES	6,630.00		1,214.38	3,795.77	57.251	2,834.23
112-6351-58-00	FIRE PREVENTION	26,845.00		76.50	4,935.21	18.384	21,909.79
112-6353-58-00	EMERGENCY MANAGEMENT	23,739.00		1,129.50	7,008.49	29.523	16,730.51
112-6354-58-00	RECOGNITION	7,000.00		605.07	3,634.49	51.921	3,365.51

Fund: 112 GENERAL FUND Department: 58 FIRE DEPARTMENT Program: FIRE AND EMS
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
Subtotal:		362,958.00	79,938.58	15,286.14	184,602.64	50.861	178,355.36
112-6630-58-00	CAPITAL OUTLAY	262,574.54	232,575.00		262,575.00	100.000	.46-
Subtotal:		262,574.54	232,575.00		262,575.00	100.000	.46-
112-6711-58-00	GASOLINE & OIL	67,500.00			12,404.09	18.376	55,095.91
112-6712-58-00	DUES/MEMBERSHIPS/PLEDGES	19,663.00		877.62	7,613.37	38.719	12,049.63
112-6715-58-00	SCHOOLS & SEMINARS	68,700.00		6,971.85	31,363.63	45.653	37,336.37
112-6719-58-00	UNIFORMS	60,550.00	11,150.65	7,260.60	49,667.12	82.027	10,882.88
Subtotal:		216,413.00	11,150.65	15,110.07	101,048.21	46.692	115,364.79
112-8995-58-00	TRANSFER OUT TO VERF	272,549.00		259,262.00	259,262.00	95.125	13,287.00
112-8996-58-00	TRANSFER OUT - FERF	202,704.00		202,704.00	202,704.00	100.000	
Subtotal:		475,253.00		461,966.00	461,966.00	97.204	13,287.00
Program number:	FIRE AND EMS	6,299,458.04	357,932.75	923,927.54	3,451,680.92	54.793	2,847,777.12
Department number:	FIRE DEPARTMENT	6,299,458.04	357,932.75	923,927.54	3,451,680.92	54.793	2,847,777.12
Expenditures	Subtotal -----	24,425,622.73	1,100,795.79	1,823,332.10	11,179,555.12	45.770	13,246,067.61
Fund number:	112 GENERAL FUND	16,225.27-	1,100,795.79	150,425.98-	6,674,970.76-	###############	6,658,745.49

Fund: 113 PARK AND RECREATION FUND Department: REVENUE Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-5611-00-00	INTEREST	1,670.00-		632.15-	1,665.35-	99.722	4.65-
113-5621-00-00	FACILITY RENTAL FEES	32,500.00-		485.00-	15,710.01-	48.338	16,789.99-
113-5623-00-00	DISCOUNTS -ACTIVENET			45.19	638.54		638.54-
113-5625-00-00	AQUATIC PROGRAM FEES			35.00-	35.00-		35.00
113-5671-00-00	MISCELLANEOUS FEES AND CHARGES	590.00-					590.00-
113-5680-00-00	MEMBERSHIP FEES	135,000.00-		7,448.61-	74,847.19-	55.442	60,152.81-
113-5684-00-00	RECREATION PROGRAM FEES	30,000.00-		319.75-	9,779.00-	32.597	20,221.00-
113-5685-00-00	ATHLETIC REGISTRATION FEES	85,000.00-		3,100.36-	17,913.22-	21.074	67,086.78-
113-5687-00-00	FITNESS PROGRAMMING FEES	20,000.00-		1,180.08-	11,266.62-	56.333	8,733.38-
Subtotal:		304,760.00-		13,155.76-	130,577.85-	42.846	174,182.15-
113-8990-00-00	TRANSFER IN	727,000.00-		727,000.00-	727,000.00-	100.000	
Subtotal:		727,000.00-		727,000.00-	727,000.00-	100.000	
Program number:		1,031,760.00-		740,155.76-	857,577.85-	83.118	174,182.15-

Fund: 113 PARK AND RECREATION FUND Department: REVENUE Program: 1 FARMERS MARKET VENDORS
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-5343-00-01	SPECIAL EVENT REVENUE	4,500.00-			60.00-	1.333	4,440.00-
Subtotal:		4,500.00-			60.00-	1.333	4,440.00-
Program number:	1 FARMERS MARKET VENDORS	4,500.00-			60.00-	1.333	4,440.00-

Fund: 113 PARK AND RECREATION FUND Department: REVENUE Program: 2 BIG EASY
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-5343-00-02	SPECIAL EVENT REVENUE	32,000.00-		11,275.00-	21,215.00-	66.297	10,785.00-
Subtotal:		32,000.00-		11,275.00-	21,215.00-	66.297	10,785.00-
Program number:	2 BIG EASY	32,000.00-		11,275.00-	21,215.00-	66.297	10,785.00-

Fund: 113 PARK AND RECREATION FUND Department: REVENUE Program: 3 BEACH BASH
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-5343-00-03	SPECIAL EVENT REVENUE	15,000.00-					15,000.00-
Subtotal:		15,000.00-					15,000.00-
Program number:	3 BEACH BASH	15,000.00-					15,000.00-

Fund: 113 PARK AND RECREATION FUND Department: REVENUE Program: 4 FANTASTIC
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-5343-00-04	SPECIAL EVENT REVENUE	3,200.00-		1,700.00-	3,800.00-	118.750	600.00
Subtotal:		3,200.00-		1,700.00-	3,800.00-	118.750	600.00
Program number:	4 FANTASTIC	3,200.00-		1,700.00-	3,800.00-	118.750	600.00

Fund: 113 PARK AND RECREATION FUND Department: REVENUE Program: 5 BREW & QUE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-5343-00-05	SPECIAL EVENT REVENUE	52,000.00-		600.00-	600.00-	1.154	51,400.00-
Subtotal:		52,000.00-		600.00-	600.00-	1.154	51,400.00-
Program number:	5 BREW & QUE	52,000.00-		600.00-	600.00-	1.154	51,400.00-

Fund: 113 PARK AND RECREATION FUND Department: REVENUE Program: 6 BIG TEXAS PADDLEFEST
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-5343-00-06	SPECIAL EVENT REVENUE	5,500.00-					5,500.00-
Subtotal:		5,500.00-					5,500.00-
Program number:	6 BIG TEXAS PADDLEFEST	5,500.00-					5,500.00-

Fund: 113 PARK AND RECREATION FUND Department: REVENUE Program: 7 AUTUMN FEST
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-5343-00-07	SPECIAL EVENT REVENUE	32,000.00-					32,000.00-
Subtotal:		32,000.00-					32,000.00-
Program number:	7 AUTUMN FEST	32,000.00-					32,000.00-

Fund: 113 PARK AND RECREATION FUND Department: REVENUE Program: 8 PUMPKIN HOLLOW
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-5343-00-08	SPECIAL EVENT REVENUE	15,000.00-			670.00-	4.467	14,330.00-
Subtotal:		15,000.00-			670.00-	4.467	14,330.00-
Program number:	8 PUMPKIN HOLLOW	15,000.00-			670.00-	4.467	14,330.00-

Fund: 113 PARK AND RECREATION FUND Department: REVENUE Program: 9 CHRISTMAS AT THE BEACH
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-5343-00-09	SPECIAL EVENT REVENUE	13,000.00-			10,748.00-	82.677	2,252.00-
Subtotal:		13,000.00-			10,748.00-	82.677	2,252.00-
Program number:	9 CHRISTMAS AT THE BEACH	13,000.00-			10,748.00-	82.677	2,252.00-

Fund: 113 PARK AND RECREATION FUND Department: REVENUE Program: 10 JULY JUBILEE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-5343-00-10	SPECIAL EVENT REVENUE	9,500.00-					9,500.00-
Subtotal:		9,500.00-					9,500.00-
Program number:	10 JULY JUBILEE	9,500.00-					9,500.00-

Fund: 113 PARK AND RECREATION FUND Department: REVENUE Program: 11 MISC SPECIAL EVENTS
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-5343-00-11	SPECIAL EVENT REVENUE				775.00-		775.00
Subtotal:					775.00-		775.00
Program number:	11 MISC SPECIAL EVENTS				775.00-		775.00
Department number:	REVENUE	1,213,460.00-		753,730.76-	895,445.85-	73.793	318,014.15-
Revenues	Subtotal -----	1,213,460.00-		753,730.76-	895,445.85-	73.793	318,014.15-

Fund: 113 PARK AND RECREATION FUND | Department: 57 RECREATION PROGRAMMING | Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6108-57-00	SALARIES AND WAGES	234,006.99		16,800.82	93,025.67	39.753	140,981.32
113-6114-57-00	TMRS	14,454.00		1,042.82	5,375.79	37.192	9,078.21
113-6115-57-00	LONGEVITY PAY	180.00					180.00
113-6141-57-00	SOCIAL SECURITY BENEFITS	17,916.00		1,285.26	7,116.49	39.721	10,799.51
113-6142-57-00	GROUP INSURANCE	20,157.00		1,412.30	7,380.82	36.617	12,776.18
113-6143-57-00	WORKERS COMP INSURANCE	665.25		170.25	1,071.51	161.069	406.26-
113-6144-57-00	LIFE AND LTD	568.00		12.24	95.36	16.789	472.64
113-6145-57-00	UNEMPLOYMENT-TEC	108.00		780.35	837.42	775.389	729.42-
113-6148-57-00	LONG-TERM DISABILITY INSUR EXP	413.47		33.76	202.12	48.884	211.35
Subtotal:		288,468.71		21,537.80	115,105.18	39.902	173,363.53
113-6231-57-00	CONTRACT LABOR	50,000.00		4,018.25	21,614.95	43.230	28,385.05
113-6255-57-00	SERVICE CONTRACTS	30,350.00	1,743.29	2,529.59	15,769.61	51.959	14,580.39
113-6272-57-00	COMMUNICATIONS	1,945.00		363.53	986.07	50.698	958.93
113-6273-57-00	ELECTRICITY	58,125.00		2,112.78	15,220.70	26.186	42,904.30
Subtotal:		140,420.00	1,743.29	9,024.15	53,591.33	38.165	86,828.67
113-6310-57-00	MAINT & OPERATIONS SUPPLIES	23,000.00		672.15	1,883.65	8.190	21,116.35
113-6315-57-00	ATHLETIC SUPPLIES	2,000.00		1,064.47	1,650.98	82.549	349.02
113-6328-57-00	IT SERVICES	3,000.00		160.00	1,644.00	54.800	1,356.00
113-6331-57-00	FITNESS EQUIPMENT	2,000.00			1,220.21	61.011	779.79
113-6333-57-00	MISC EXPENSE	1,000.00			133.21	13.321	866.79
113-6342-57-00	OFFICE SUPPLIES	2,000.00		284.74	648.86	32.443	1,351.14
113-6343-57-00	OFFICE EQUIPMENT	3,000.00			282.94	9.431	2,717.06
113-6344-57-00	PRINTING AND POSTAGE	2,000.00		9.00	121.80	6.090	1,878.20
113-6358-57-00	SPECIAL EVENT AND PROGRAMS	13,000.00		144.83	8,760.76	67.390	4,239.24
Subtotal:		51,000.00		2,335.19	16,346.41	32.052	34,653.59
113-6712-57-00	DUES AND MEMBERSHIPS	700.00			140.00	20.000	560.00
113-6715-57-00	TRAVEL AND TRAINING	7,800.00		413.54	1,897.57	24.328	5,902.43
113-6719-57-00	UNIFORMS	2,100.00		77.50	543.47	25.880	1,556.53
Subtotal:		10,600.00		491.04	2,581.04	24.349	8,018.96
Program number:		490,488.71	1,743.29	33,388.18	187,623.96	38.252	302,864.75
Department number:	RECREATION PROGRAMMING	490,488.71	1,743.29	33,388.18	187,623.96	38.252	302,864.75

Fund: 113 PARK AND RECREATION FUND Department: 58 SPECIAL EVENTS Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6108-58-00	SALARIES AND WAGES	188,146.00		6,177.86	51,129.09	27.175	137,016.91
113-6114-58-00	TMRS	17,506.00		806.21	6,670.83	38.106	10,835.17
113-6115-58-00	LONGEVITY PAY	180.00			240.00	133.333	60.00-
113-6141-58-00	SOCIAL SECURITY BENEFITS	14,407.00		470.70	3,918.96	27.202	10,488.04
113-6142-58-00	GROUP INSURANCE	26,359.00		1,412.30	10,501.14	39.839	15,857.86
113-6143-58-00	WORKERS COMP INSURANCE	4,034.57		170.51	1,468.49	36.398	2,566.08
113-6144-58-00	LIFE AND LTD	685.00		9.48	125.30	18.292	559.70
113-6145-58-00	UNEMPLOYMENT-TEC	215.00		329.49	341.84	158.995	126.84-
113-6148-58-00	LONG-TERM DISABILITY INSUR EXP			26.10	296.30		296.30-
Subtotal:		251,532.57		9,402.65	74,691.95	29.695	176,840.62
113-6231-58-00	SPECIAL EVENT SERVICES				80.66		80.66-
113-6272-58-00	COMMUNICATIONS	3,500.00			1,152.62	32.932	2,347.38
Subtotal:		3,500.00			1,233.28	35.237	2,266.72
113-6310-58-00	MAINT & OPERATIONS SUPPLIES	1,500.00					1,500.00
113-6333-58-00	MISC EXPENSE				120.26		120.26-
113-6344-58-00	PRINTING AND POSTAGE	10,000.00			28.95	.290	9,971.05
Subtotal:		11,500.00			149.21	1.297	11,350.79
113-6630-58-00	CAPITAL OUTLAY	7,500.00			7,424.17	98.989	75.83
Subtotal:		7,500.00			7,424.17	98.989	75.83
113-6712-58-00	DUES AND MEMBERSHIPS	800.00			180.00	22.500	620.00
113-6715-58-00	TRAVEL AND TRAINING	7,000.00			539.00	7.700	6,461.00
113-6719-58-00	UNIFORMS	2,200.00			272.45	12.384	1,927.55
113-6747-58-00	MARKETING AND ADVERTISING	25,000.00		2,108.85	2,758.85	11.035	22,241.15
Subtotal:		35,000.00		2,108.85	3,750.30	10.715	31,249.70
Program number:		309,032.57		11,511.50	87,248.91	28.233	221,783.66

Fund: 113 PARK AND RECREATION FUND Department: 58 SPECIAL EVENTS Program: 1 FARMERS MARKET VENDORS
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6231-58-01	SPECIAL EVENT SERVICES	4,500.00					4,500.00
Subtotal:		4,500.00					4,500.00
Program number:	1 FARMERS MARKET VENDORS	4,500.00					4,500.00

Fund: 113 PARK AND RECREATION FUND Department: 58 SPECIAL EVENTS Program: 2 BIG EASY
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6231-58-02	SPECIAL EVENT SERVICES	30,000.00		20,131.10	31,707.78	105.693	1,707.78-
Subtotal:		30,000.00		20,131.10	31,707.78	105.693	1,707.78-
Program number:	2 BIG EASY	30,000.00		20,131.10	31,707.78	105.693	1,707.78-

Fund: 113 PARK AND RECREATION FUND Department: 58 SPECIAL EVENTS Program: 3 BEACH BASH
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6231-58-03	SPECIAL EVENT SERVICES	17,500.00		50.00-			17,500.00
Subtotal:		17,500.00		50.00-			17,500.00
Program number:	3 BEACH BASH	17,500.00		50.00-			17,500.00

Fund: 113 PARK AND RECREATION FUND Department: 58 SPECIAL EVENTS Program: 4 FANTASTIC
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6231-58-04	SPECIAL EVENT SERVICES	8,500.00		2,995.13	8,295.13	97.590	204.87
Subtotal:		8,500.00		2,995.13	8,295.13	97.590	204.87
Program number:	4 FANTASTIC	8,500.00		2,995.13	8,295.13	97.590	204.87

Fund: 113 PARK AND RECREATION FUND Department: 58 SPECIAL EVENTS Program: 5 BREW & QUE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6231-58-05	SPECIAL EVENT SERVICES	27,500.00	8,955.00	4,450.00	13,455.00	48.927	14,045.00
Subtotal:		27,500.00	8,955.00	4,450.00	13,455.00	48.927	14,045.00
Program number:	5 BREW & QUE	27,500.00	8,955.00	4,450.00	13,455.00	48.927	14,045.00

Fund: 113 PARK AND RECREATION FUND Department: 58 SPECIAL EVENTS Program: 6 BIG TEXAS PADDLEFEST
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6231-58-06	SPECIAL EVENT SERVICES	7,000.00		50.00-			7,000.00
Subtotal:		7,000.00		50.00-			7,000.00
Program number:	6 BIG TEXAS PADDLEFEST	7,000.00		50.00-			7,000.00

Fund: 113 PARK AND RECREATION FUND Department: 58 SPECIAL EVENTS Program: 7 AUTUMNFEST
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6231-58-07	SPECIAL EVENT SERVICES	20,000.00		50.00-	154.65	.773	19,845.35
Subtotal:		20,000.00		50.00-	154.65	.773	19,845.35
Program number:	7 AUTUMNFEST	20,000.00		50.00-	154.65	.773	19,845.35

Fund: 113 PARK AND RECREATION FUND Department: 58 SPECIAL EVENTS Program: 8 PUMPKIN HOLLOW
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6231-58-08	SPECIAL EVENT SERVICES	15,000.00		50.00-	12,513.96	83.426	2,486.04
Subtotal:		15,000.00		50.00-	12,513.96	83.426	2,486.04
Program number:	8 PUMPKIN HOLLOW	15,000.00		50.00-	12,513.96	83.426	2,486.04

Fund: 113 PARK AND RECREATION FUND Department: 58 SPECIAL EVENTS Program: 9 CHRISTMAS AT THE BEACH
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6231-58-09	SPECIAL EVENT SERVICES	49,000.00		50.00-	32,836.38	67.013	16,163.62
Subtotal:		49,000.00		50.00-	32,836.38	67.013	16,163.62
Program number:	9 CHRISTMAS AT THE BEACH	49,000.00		50.00-	32,836.38	67.013	16,163.62

Fund: 113 PARK AND RECREATION FUND Department: 58 SPECIAL EVENTS Program: 10 JULY JUBILEE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6231-58-10	SPECIAL EVENT SERVICES	34,500.00	25,000.00	50.00-	25,000.00	72.464	9,500.00
Subtotal:		34,500.00	25,000.00	50.00-	25,000.00	72.464	9,500.00
Program number:	10 JULY JUBILEE	34,500.00	25,000.00	50.00-	25,000.00	72.464	9,500.00

Fund: 113 PARK AND RECREATION FUND Department: 58 SPECIAL EVENTS Program: 11 MISC SPECIAL EVENTS
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6231-58-11	SPECIAL EVENT SERVICES	27,000.00	2,935.00	1,659.00	4,718.55	17.476	22,281.45
Subtotal:		27,000.00	2,935.00	1,659.00	4,718.55	17.476	22,281.45
Program number:	11 MISC SPECIAL EVENTS	27,000.00	2,935.00	1,659.00	4,718.55	17.476	22,281.45
Department number:	SPECIAL EVENTS	549,532.57	36,890.00	40,446.73	215,930.36	39.293	333,602.21

Fund: 113 PARK AND RECREATION FUND Department: 59 ATHLETIC PROGRAMS Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
113-6108-59-00	SALARIES AND WAGES	44,733.00		3,118.28	10,913.98	24.398	33,819.02
113-6114-59-00	TMRS	5,850.00		425.00	1,458.85	24.938	4,391.15
113-6115-59-00	LONGEVITY PAY	180.00					180.00
113-6117-59-00	EDUCATION PAY			138.46	276.92		276.92-
113-6141-59-00	SOCIAL SECURITY BENEFITS	3,436.00		249.14	856.11	24.916	2,579.89
113-6142-59-00	GROUP INSURANCE	11,496.00		721.65	2,164.95	18.832	9,331.05
113-6143-59-00	WORKERS COMP INSURANCE	126.36		9.77	33.57	26.567	92.79
113-6144-59-00	LIFE AND LTD	229.00		4.92	9.84	4.297	219.16
113-6145-59-00	UNEMPLOYMENT-TEC	9.12		164.62	172.56	1,892.105	163.44-
113-6148-59-00	LONG-TERM DISABILITY INSUR EXP			13.18	18.60		18.60-
Subtotal:		66,059.48		4,845.02	15,905.38	24.077	50,154.10
113-6231-59-00	CONTRACT LABOR	62,000.00		1,346.50	8,572.50	13.827	53,427.50
113-6272-59-00	COMMUNICATIONS	700.00		51.51	51.51	7.359	648.49
Subtotal:		62,700.00		1,398.01	8,624.01	13.754	54,075.99
113-6315-59-00	ATHLETIC SUPPLIES	8,017.00		50.00	561.53	7.004	7,455.47
Subtotal:		8,017.00		50.00	561.53	7.004	7,455.47
113-6710-59-00	AWARDS	3,582.00			729.85	20.375	2,852.15
113-6712-59-00	DUES AND MEMBERSHIPS	50.00					50.00
113-6715-59-00	TRAVEL AND TRAINING	1,500.00		513.00	998.00	66.533	502.00
113-6719-59-00	UNIFORMS	150.00					150.00
Subtotal:		5,282.00		513.00	1,727.85	32.712	3,554.15
Program number:		142,058.48		6,806.03	26,818.77	18.879	115,239.71
Department number:	ATHLETIC PROGRAMS	142,058.48		6,806.03	26,818.77	18.879	115,239.71
Expenditures	Subtotal -----	1,182,079.76	38,633.29	80,640.94	430,373.09	36.408	751,706.67
Fund number:	113 PARK AND RECREATION FUND	31,380.24-	38,633.29	673,089.82-	465,072.76-	1,482.056	433,692.52

Fund: 115 STREET MAINT 1/4 CENT TAX FUND Department: Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
115-5132-00-00	SALES TAX-1/4 CENT	715,000.00-		54,513.70-	266,872.78-	37.325	448,127.22-
Subtotal:		715,000.00-		54,513.70-	266,872.78-	37.325	448,127.22-
115-5611-00-00	INTEREST EARNINGS	900.00-		227.84-	1,151.24-	127.916	251.24
Subtotal:		900.00-		227.84-	1,151.24-	127.916	251.24
Program number:		715,900.00-		54,741.54-	268,024.02-	37.439	447,875.98-
Department number:		715,900.00-		54,741.54-	268,024.02-	37.439	447,875.98-
Revenues	Subtotal -----	715,900.00-		54,741.54-	268,024.02-	37.439	447,875.98-

Fund: 115 STREET MAINT 1/4 CENT TAX FUND Department: 50 STREET MAINTENANCE Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
115-6706-50-00	CONTRACT STREET MAINTENANCE	874,534.00	8,408.50		205,430.69	23.490	669,103.31
Subtotal:		874,534.00	8,408.50		205,430.69	23.490	669,103.31
115-8900-50-00	TRANSFER OUT	63,911.00		63,911.00	63,911.00	100.000	
Subtotal:		63,911.00		63,911.00	63,911.00	100.000	
Program number:		938,445.00	8,408.50	63,911.00	269,341.69	28.701	669,103.31
Department number:	STREET MAINTENANCE	938,445.00	8,408.50	63,911.00	269,341.69	28.701	669,103.31
Expenditures	Subtotal -----	938,445.00	8,408.50	63,911.00	269,341.69	28.701	669,103.31
Fund number:	115 STREET MAINT 1/4 CENT TAX F	222,545.00	8,408.50	9,169.46	1,317.67	.592	221,227.33

Fund: 200 SPECIAL REVENUE FUNDS | Department: | Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
200-3110-00-00	BUDGETARY FUND BALANCE	10,200.00-					10,200.00-
Subtotal:		10,200.00-					10,200.00-
200-5301-00-00	POLICE - LEOSE GRANT	2,775.00-		3,425.92-	3,425.92-	123.457	650.92
200-5302-00-00	FIRE-LEOSE GRANT (REVENUE)	850.00-		848.47-	848.47-	99.820	1.53-
Subtotal:		3,625.00-		4,274.39-	4,274.39-	117.914	649.39
200-5503-00-00	CHILD SAFETY FEES	10,000.00-		650.00-	9,848.16-	98.482	151.84-
200-5513-00-00	COURT TECHNOLOGY FEES	15,500.00-		1,580.77-	7,877.56-	50.823	7,622.44-
200-5514-00-00	COURT SECURITY FEES	13,500.00-		1,185.65-	5,910.31-	43.780	7,589.69-
Subtotal:		39,000.00-		3,416.42-	23,636.03-	60.605	15,363.97-
200-5611-00-00	INTEREST EARNINGS	500.00-		93.97-	388.63-	77.726	111.37-
200-5672-00-00	PARKS AND REC PROGRAMMING	5,250.00-			5,250.00-	100.000	
Subtotal:		5,750.00-		93.97-	5,638.63-	98.063	111.37-
Program number:		58,575.00-		7,784.78-	33,549.05-	57.275	25,025.95-
Department number:		58,575.00-		7,784.78-	33,549.05-	57.275	25,025.95-
Revenues	Subtotal -----	58,575.00-		7,784.78-	33,549.05-	57.275	25,025.95-

Fund: 200 SPECIAL REVENUE FUNDS Department: 7 MUNICIPAL COURT/POLICE Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
200-6250-07-00	TRANSFER TO GENERAL FUND	10,000.00		1,564.16	3,197.46	31.975	6,802.54
Subtotal:		10,000.00		1,564.16	3,197.46	31.975	6,802.54
200-6323-07-00	COURT SECURITY EXPENSE	5,000.00					5,000.00
200-6324-07-00	COURT TECHNOLOGY EXPENSE	12,598.00	10,598.00		10,598.00	84.124	2,000.00
Subtotal:		17,598.00	10,598.00		10,598.00	60.223	7,000.00
Program number:		27,598.00	10,598.00	1,564.16	13,795.46	49.987	13,802.54
Department number:	MUNICIPAL COURT/POLICE	27,598.00	10,598.00	1,564.16	13,795.46	49.987	13,802.54

Fund: 200 SPECIAL REVENUE FUNDS | Department: 30 POLICE DEPT GRANT EXPENDITURES | Program: POLICE DEPARTMENT PROGRAMS
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
200-6330-30-00	Police - LEOSE GRANT EXPENSE			595.00	2,526.04		2,526.04-
200-6340-30-00	CHILD SAFETY PROGRAM EXPENSE				1,172.94		1,172.94-
Subtotal:				595.00	3,698.98		3,698.98-
Program number:	POLICE DEPARTMENT PROGRAMS			595.00	3,698.98		3,698.98-
Department number:	POLICE DEPT GRANT EXPENDITURES			595.00	3,698.98		3,698.98-

Fund: 200 SPECIAL REVENUE FUNDS Department: 54 PARKS AND RECREATION Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
200-6334-54-00	PARKS AND REC EQUIPMENT	15,450.00			12,276.89	79.462	3,173.11
Subtotal:		15,450.00			12,276.89	79.462	3,173.11
Program number:		15,450.00			12,276.89	79.462	3,173.11
Department number:	PARKS AND RECREATION	15,450.00			12,276.89	79.462	3,173.11
Expenditures	Subtotal -----	43,048.00	10,598.00	2,159.16	29,771.33	69.158	13,276.67
Fund number:	200 SPECIAL REVENUE FUNDS	15,527.00-	10,598.00	5,625.62-	3,777.72-	24.330	11,749.28-

Fund: 202 STREETSCAPE FUND | Department: | Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
202-5611-00-00	INTEREST	3,500.00-		131.61-	637.63-	18.218	2,862.37-
202-5696-00-00	OTHER GRANTS/REIMBURSEMENTS	31,000.00-					31,000.00-
Subtotal:		34,500.00-		131.61-	637.63-	1.848	33,862.37-
202-5720-00-00	STREETSCAPE TOWER LEASE REV	150,000.00-		12,288.79-	71,968.28-	47.979	78,031.72-
202-5722-00-00	STREETSCAPE TREE MITIGATION	10,000.00-			24,570.36-	245.704	14,570.36
Subtotal:		160,000.00-		12,288.79-	96,538.64-	60.337	63,461.36-
202-7997-00-00	TRANSFER IN FROM OTHER FUNDS	391,000.00-		50,000.00-	50,000.00-	12.788	341,000.00-
Subtotal:		391,000.00-		50,000.00-	50,000.00-	12.788	341,000.00-
Program number:		585,500.00-		62,420.40-	147,176.27-	25.137	438,323.73-
Department number:		585,500.00-		62,420.40-	147,176.27-	25.137	438,323.73-
Revenues	Subtotal -----	585,500.00-		62,420.40-	147,176.27-	25.137	438,323.73-

Fund: 202 STREETSCAPE FUND | Department: 10 DEVELOPMENT SERVICES/ENGINEER | Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
202-6221-10-00	CONTRACT MOWING SERVICES	300,000.00	26,951.82	10,463.94	140,000.00	46.667	160,000.00
202-6272-10-00	COMMUNICATIONS	1,860.00		189.95	1,453.68	78.155	406.32
Subtotal:		301,860.00	26,951.82	10,653.89	141,453.68	46.861	160,406.32
202-6728-10-00	CONSTRUCTION COSTS	80,000.00	5,954.00		12,049.40	15.062	67,950.60
202-6731-10-00	LANDSCAPE AND SIGNAGE	225,000.00	122,756.44		138,808.79	61.693	86,191.21
Subtotal:		305,000.00	128,710.44		150,858.19	49.462	154,141.81
Program number:		606,860.00	155,662.26	10,653.89	292,311.87	48.168	314,548.13
Department number:	DEVELOPMENT SERVICES/ENGI	606,860.00	155,662.26	10,653.89	292,311.87	48.168	314,548.13
Expenditures	Subtotal -----	606,860.00	155,662.26	10,653.89	292,311.87	48.168	314,548.13
Fund number:	202 STREETSCAPE FUND	21,360.00	155,662.26	51,766.51-	145,135.60	679.474	123,775.60-

Fund: 203 PEG FUND Department: Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
203-5145-00-00	CABLE FRANCHISE PEG FEES	53,500.00-			17,360.89-	32.450	36,139.11-
Subtotal:		53,500.00-			17,360.89-	32.450	36,139.11-
203-5611-00-00	INTEREST EARNINGS	225.00-		67.96-	338.13-	150.280	113.13
Subtotal:		225.00-		67.96-	338.13-	150.280	113.13
Program number:		53,725.00-		67.96-	17,699.02-	32.944	36,025.98-
Department number:		53,725.00-		67.96-	17,699.02-	32.944	36,025.98-
Revenues	Subtotal -----	53,725.00-		67.96-	17,699.02-	32.944	36,025.98-

Fund: 203 PEG FUND Department: 9 PUBLIC EDUCATION CHANNEL Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
203-6643-09-00	EQUIPMENT	129,413.00	7,730.96	7,645.00	15,375.96	11.881	114,037.04
Subtotal:		129,413.00	7,730.96	7,645.00	15,375.96	11.881	114,037.04
Program number:		129,413.00	7,730.96	7,645.00	15,375.96	11.881	114,037.04
Department number:	PUBLIC EDUCATION CHANNEL	129,413.00	7,730.96	7,645.00	15,375.96	11.881	114,037.04
Expenditures	Subtotal -----	129,413.00	7,730.96	7,645.00	15,375.96	11.881	114,037.04
Fund number:	203 PEG FUND	75,688.00	7,730.96	7,577.04	2,323.06-	-3.069	78,011.06

Fund: 205 TRAFFIC SAFETY FUND | Department: | Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
205-5517-00-00	RED LIGHT CAMERA FINES	260,000.00-		28,325.00-	173,325.00-	66.663	86,675.00-
Subtotal:		260,000.00-		28,325.00-	173,325.00-	66.663	86,675.00-
205-5611-00-00	INTEREST	1,000.00-		82.89-	403.28-	40.328	596.72-
Subtotal:		1,000.00-		82.89-	403.28-	40.328	596.72-
Program number:		261,000.00-		28,407.89-	173,728.28-	66.563	87,271.72-
Department number:		261,000.00-		28,407.89-	173,728.28-	66.563	87,271.72-
Revenues	Subtotal -----	261,000.00-		28,407.89-	173,728.28-	66.563	87,271.72-

Fund: 205 TRAFFIC SAFETY FUND Department: 31 RED LIGHT CAMERA PROGRAM Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
205-6108-31-00	SALARIES AND WAGES	50,440.00		4,075.20	24,451.20	48.476	25,988.80
205-6114-31-00	EMPLOYEE RETIREMENT PROGRAM	7,563.62		575.80	3,447.00	45.573	4,116.62
205-6115-31-00	LONGEVITY	330.00			300.00	90.909	30.00
205-6116-31-00	OVERTIME	5,500.00		198.60	833.77	15.159	4,666.23
205-6117-31-00	CERTIFICATION PAY	1,800.00		138.46	830.76	46.153	969.24
205-6141-31-00	SOCIAL SECURITY	4,442.36		326.15	1,960.20	44.125	2,482.16
205-6142-31-00	GROUP EMPLOYEE INSURANCE	8,256.78		739.45	4,385.33	53.112	3,871.45
205-6143-31-00	WORKERS COMPENSATION	2,614.00		118.22	734.08	28.083	1,879.92
205-6144-31-00	LTD AND LIFE	270.00		6.12	69.50	25.741	200.50
205-6145-31-00	UNEMPLOYMENT INSURANCE	3,151.00		162.20	171.00	5.427	2,980.00
205-6146-31-00	FIELD TRANING OFFICER-F.T.O.				100.00		100.00-
205-6148-31-00	LONG-TERM DISABILITY INSUR EXP			17.22	148.34		148.34-
Subtotal:		84,367.76		6,357.42	37,431.18	44.367	46,936.58
205-6256-31-00	STATE FEES -RED LIGHT CAMERA	35,000.00					35,000.00
205-6257-31-00	ATS SERVICE FEES	185,400.00			79,789.95	43.037	105,610.05
Subtotal:		220,400.00			79,789.95	36.202	140,610.05
Program number:		304,767.76		6,357.42	117,221.13	38.462	187,546.63
Department number:	RED LIGHT CAMERA PROGRAM	304,767.76		6,357.42	117,221.13	38.462	187,546.63
Expenditures	Subtotal -----	304,767.76		6,357.42	117,221.13	38.462	187,546.63
Fund number:	205 TRAFFIC SAFETY FUND	43,767.76		22,050.47-	56,507.15-	-129.107	100,274.91

Fund: 211 SAFER GRANT FUND Department: Program:

Period Ending: 3/2016

Account	Description		Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
211-5696-00-00	OTHER GRANTS		650,000.00-					650,000.00-
Subtotal:			650,000.00-					650,000.00-
Program number:			650,000.00-					650,000.00-
Department number:			650,000.00-					650,000.00-
Revenues		Subtotal -----	650,000.00-					650,000.00-

Fund: 211 SAFER GRANT FUND Department: 57 SAFER FIRE GRANT Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
211-6108-57-00	SALARIES AND WAGES	650,000.00		31,988.68	31,988.68	4.921	618,011.32
211-6114-57-00	TMRS			4,174.51	4,174.51		4,174.51-
211-6141-57-00	SOCIAL SECURITY			2,403.77	2,403.77		2,403.77-
211-6142-57-00	GROUP INSURANCE			3,331.18	3,331.18		3,331.18-
211-6143-57-00	WORKERS COMPENSATION			678.20	678.20		678.20-
211-6145-57-00	UNEMPLOYMENT INSURANCE			597.42	597.42		597.42-
Subtotal:		650,000.00		43,173.76	43,173.76	6.642	606,826.24
Program number:		650,000.00		43,173.76	43,173.76	6.642	606,826.24
Department number:	SAFER FIRE GRANT	650,000.00		43,173.76	43,173.76	6.642	606,826.24
Expenditures	Subtotal -----	650,000.00		43,173.76	43,173.76	6.642	606,826.24
Fund number:	211 SAFER GRANT FUND			43,173.76	43,173.76		43,173.76-

Fund: 250 DONATIONS FUND Department: REVENUE Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
250-5322-00-00	POLICE DPT-DONATIONS MISC				179.04-		179.04
Subtotal:					179.04-		179.04
250-5611-00-00	INTEREST EARNINGS	150.00-		16.31-	83.17-	55.447	66.83-
Subtotal:		150.00-		16.31-	83.17-	55.447	66.83-
250-5900-00-00	LIBRARY - DONATIONS MISC.			1,593.42-	2,737.92-		2,737.92
250-5906-00-00	ANIMAL SHELTER DONATIONS			197.00-	318.00-		318.00
Subtotal:				1,790.42-	3,055.92-		3,055.92
Program number:		150.00-		1,806.73-	3,318.13-	2,212.087	3,168.13
Department number: REVENUE		150.00-		1,806.73-	3,318.13-	2,212.087	3,168.13
Revenues	Subtotal -----	150.00-		1,806.73-	3,318.13-	2,212.087	3,168.13

Fund: 250 DONATIONS FUND Department: 9 LIBRARY SERVICES Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
250-6334-09-00	LIBRARY DONATION MISC EXPENDS			671.56	726.56		726.56-
Subtotal:				671.56	726.56		726.56-
Program number:				671.56	726.56		726.56-
Department number:	LIBRARY SERVICES			671.56	726.56		726.56-
Expenditures	Subtotal ----------			671.56	726.56		726.56-
Fund number:	250 DONATIONS FUND	150.00-		1,135.17-	2,591.57-	1,727.713	2,441.57

Fund: 312 DEBT SERVICE Department: REVENUE Program: DEBT SERVICE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
312-5111-00-00	CURRENT YEAR PROPERTY TAXES	4,376,416.00-		32,506.68-	4,367,123.84-	99.788	9,292.16-
312-5115-00-00	PENALTY & INTEREST ON DELINQUE	16,702.00-		12,470.45-	22,764.02-	136.295	6,062.02
312-5121-00-00	PRIOR YEAR PROPERTY TAXES	29,017.00-		39,120.65-	102,284.94-	352.500	73,267.94
Subtotal:		4,422,135.00-		84,097.78-	4,492,172.80-	101.584	70,037.80
312-5611-00-00	INTEREST EARNINGS	14,000.00-		2,503.56-	9,037.77-	64.555	4,962.23-
Subtotal:		14,000.00-		2,503.56-	9,037.77-	64.555	4,962.23-
312-5998-00-00	INTERGOVERNMENTAL SOURCES	80,000.00-					80,000.00-
Subtotal:		80,000.00-					80,000.00-
Program number:	DEBT SERVICE	4,516,135.00-		86,601.34-	4,501,210.57-	99.670	14,924.43-
Department number:	REVENUE	4,516,135.00-		86,601.34-	4,501,210.57-	99.670	14,924.43-
Revenues	Subtotal -----	4,516,135.00-		86,601.34-	4,501,210.57-	99.670	14,924.43-

Fund: 312 DEBT SERVICE Department: 35 GENERAL DEBT SERVICE Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
312-6511-35-00	S2006 G.O.PRIN $6.25M	280,000.00					280,000.00
312-6514-35-00	SERIES 2014 GO REF PRIN -$4.5M	115,000.00					115,000.00
312-6519-35-00	2005 G.O.BONDS INTEREST 4.75M	128,998.00			64,498.75	50.000	64,499.25
312-6520-35-00	PRIN-2009-A CERT OF OBLG (CDC)	100,000.00					100,000.00
312-6523-35-00	S2005 G.O.BDS PRIN $4.75M	240,000.00					240,000.00
312-6525-35-00	2014 TAX NOTE - $1.9M PRIN	335,000.00					335,000.00
312-6526-35-00	SERIES 2009 GO-$10M	405,000.00					405,000.00
312-6527-35-00	SERIES 2010 GO-$9,135,000	425,253.00					425,253.00
312-6554-35-00	SERIES 2014 GO REF INT-$4.5M	58,900.00			29,450.00	50.000	29,450.00
312-6563-35-00	2012 GO REF BDS-PRIN $6.985M	370,000.00					370,000.00
312-6568-35-00	SERIES 2006 GO INTEREST $6,2M	181,920.00			90,960.00	50.000	90,960.00
312-6572-35-00	2014 TAX NOTE $1.9M - INT	33,365.00			16,682.25	49.999	16,682.75
312-6573-35-00	SERIES 2009 CO CDC INT-$2.5M	90,505.00			45,252.50	50.000	45,252.50
312-6574-35-00	SERIES 2009 GO INT $10.0M	341,536.00			170,768.13	50.000	170,767.87
312-6575-35-00	SERIES 2010 GO INTEREST $9.13M	309,922.00			154,960.94	50.000	154,961.06
312-6576-35-00	2012 GO REF BDS INT - $6.985M	65,975.00			32,987.50	50.000	32,987.50
312-6577-35-00	GO REF SER 2012A (TIRZ)	170,000.00					170,000.00
312-6578-35-00	GO REF SER 2012A (TIRZ) INT	47,652.00			23,826.00	50.000	23,826.00
312-6579-35-00	CO SER 2013 (CDC) $6M PRIN	255,000.00					255,000.00
312-6580-35-00	CO SER 2013 (CDC) $6M INT	149,925.00			74,962.50	50.000	74,962.50
312-6581-35-00	CO SER 2013 $3M PRIN	130,000.00					130,000.00
312-6582-35-00	CO SER 2013 $3M INT	87,150.00			43,575.00	50.000	43,575.00
312-6591-35-00	BANK AGENT FEES	4,000.00			7,850.00	196.250	3,850.00-
Subtotal:		4,325,101.00			755,773.57	17.474	3,569,327.43
312-8900-35-00	TRANSFER OUT TO 612	218,725.00		218,725.00	218,725.00	100.000	
Subtotal:		218,725.00		218,725.00	218,725.00	100.000	
Program number:		4,543,826.00		218,725.00	974,498.57	21.447	3,569,327.43
Department number:	GENERAL DEBT SERVICE	4,543,826.00		218,725.00	974,498.57	21.447	3,569,327.43
Expenditures	Subtotal -----	4,543,826.00		218,725.00	974,498.57	21.447	3,569,327.43
Fund number:	312 DEBT SERVICE	27,691.00		132,123.66	3,526,712.00-	###############	3,554,403.00

Fund: 412 FORFEITURE FUND Department: FORFEITURE FUND Program: FORFEITURE FUND
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
412-5611-00-00	INTEREST EARNED	200.00-		24.50-	124.60-	62.300	75.40-
412-5675-00-00	AUCTION PROCEEDS	10,000.00-					10,000.00-
412-5698-00-00	FORFEITURES-POLICE	8,500.00-			27,355.58-	321.830	18,855.58
Subtotal:		18,700.00-		24.50-	27,480.18-	146.953	8,780.18
Program number:	FORFEITURE FUND	18,700.00-		24.50-	27,480.18-	146.953	8,780.18
Department number:	FORFEITURE FUND	18,700.00-		24.50-	27,480.18-	146.953	8,780.18
Revenues	Subtotal -----	18,700.00-		24.50-	27,480.18-	146.953	8,780.18

Fund: 412 FORFEITURE FUND Department: 1 FORFEITURE EXPENSES Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
412-6200-01-00	OTHER AGENCIES-SEIZURE SHARE			4,590.00	8,231.80		8,231.80-
Subtotal:				4,590.00	8,231.80		8,231.80-
412-6333-01-00	MISC. EXPENDITURES				899.98		899.98-
Subtotal:					899.98		899.98-
Program number:				4,590.00	9,131.78		9,131.78-
Department number:	FORFEITURE EXPENSES			4,590.00	9,131.78		9,131.78-
Expenditures	Subtotal ----------			4,590.00	9,131.78		9,131.78-
Fund number:	412 FORFEITURE FUND	18,700.00-		4,565.50	18,348.40-	98.120	351.60-

Fund: 500 VEH & EQUIP REPLACEMENT FUND Department: EQUIPMENT REPLACEMENT FUND Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
500-5611-00-00	INTEREST EARNINGS			1,488.71-	5,301.03-		5,301.03
Subtotal:				1,488.71-	5,301.03-		5,301.03
500-5900-00-00	CONTRIBUTIONS-DEV SERVICES	31,915.00-		31,915.00-	31,915.00-	100.000	
500-5901-00-00	CONTRIBUTIONS-IT	1,294.00-		1,294.00-	1,294.00-	100.000	
500-5902-00-00	CONTRIBUTIONS-POLICE	220,545.00-		220,545.00-	226,941.25-	102.900	6,396.25
500-5903-00-00	CONTRIBUTIONS-ANIMAL CTL	5,793.00-		5,793.00-	5,793.00-	100.000	
500-5904-00-00	CONTRIBUTIONS-FLEET SERVICES	2,167.00-		2,167.00-	2,167.00-	100.000	
500-5905-00-00	CONTRIBUTIONS-FACILITIES	13,432.00-		13,432.00-	13,432.00-	100.000	
500-5906-00-00	CONTRIBUTIONS-STREETS	59,035.00-		59,035.00-	59,035.00-	100.000	
500-5907-00-00	CONTRIBUTIONS-PARKS	62,247.00-		62,247.00-	68,676.16-	110.328	6,429.16
500-5908-00-00	CONTRIBUTIONS-FIRE AND EMS	272,549.00-		259,262.00-	259,262.00-	95.125	13,287.00-
Subtotal:		668,977.00-		655,690.00-	668,515.41-	99.931	461.59-
Program number:		668,977.00-		657,178.71-	673,816.44-	100.723	4,839.44
Department number:	EQUIPMENT REPLACEMENT FUN	668,977.00-		657,178.71-	673,816.44-	100.723	4,839.44
Revenues	Subtotal -----	668,977.00-		657,178.71-	673,816.44-	100.723	4,839.44

Fund: 500 VEH & EQUIP REPLACEMENT FUND Department: 10 DEVELOPMENT SERVICES Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
500-6630-10-00	CAPITAL OUTLAYS - VERF	19,171.00	20,970.00		20,970.00	109.384	1,799.00-
Subtotal:		19,171.00	20,970.00		20,970.00	109.384	1,799.00-
Program number:		19,171.00	20,970.00		20,970.00	109.384	1,799.00-
Department number:	DEVELOPMENT SERVICES	19,171.00	20,970.00		20,970.00	109.384	1,799.00-

Fund: 500 VEH & EQUIP REPLACEMENT FUND Department: 30 POLICE Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
500-6630-30-00	CAPITAL OUTLAYS - VERF	284,250.00	240,985.63	16,265.00	278,125.63	97.845	6,124.37
Subtotal:		284,250.00	240,985.63	16,265.00	278,125.63	97.845	6,124.37
Program number:		284,250.00	240,985.63	16,265.00	278,125.63	97.845	6,124.37
Department number:	POLICE	284,250.00	240,985.63	16,265.00	278,125.63	97.845	6,124.37

Fund: 500 VEH & EQUIP REPLACEMENT FUND Department: 46 FLEET SERVICES Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
500-6630-46-00	CAPITAL OUTLAYS - VERF	32,500.00	32,945.00		32,945.00	101.369	445.00-
Subtotal:		32,500.00	32,945.00		32,945.00	101.369	445.00-
Program number:		32,500.00	32,945.00		32,945.00	101.369	445.00-
Department number:	FLEET SERVICES	32,500.00	32,945.00		32,945.00	101.369	445.00-

Fund: 500 VEH & EQUIP REPLACEMENT FUND Department: 50 STREETS Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
500-6630-50-00	CAPITAL OUTLAYS - VERF	47,940.00	21,735.00		21,735.00	45.338	26,205.00
Subtotal:		47,940.00	21,735.00		21,735.00	45.338	26,205.00
Program number:		47,940.00	21,735.00		21,735.00	45.338	26,205.00
Department number:	STREETS	47,940.00	21,735.00		21,735.00	45.338	26,205.00

Fund: 500 VEH & EQUIP REPLACEMENT FUND Department: 55 PARK MAINTENANCE Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
500-6630-55-00	CAPITAL OUTLAYS - VERF	77,760.00	35,980.00		35,980.00	46.271	41,780.00
Subtotal:		77,760.00	35,980.00		35,980.00	46.271	41,780.00
Program number:		77,760.00	35,980.00		35,980.00	46.271	41,780.00
Department number:	PARK MAINTENANCE	77,760.00	35,980.00		35,980.00	46.271	41,780.00

Fund: 500 VEH & EQUIP REPLACEMENT FUND Department: 58 FIRE AND EMS Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
500-6630-58-00	CAPITAL OUTLAYS - VERF	229,475.00			229,475.00	100.000	
Subtotal:		229,475.00			229,475.00	100.000	
Program number:		229,475.00			229,475.00	100.000	
Department number:	FIRE AND EMS	229,475.00			229,475.00	100.000	
Expenditures	Subtotal -----	691,096.00	352,615.63	16,265.00	619,230.63	89.601	71,865.37
Fund number:	500 VEH & EQUIP REPLACEMENT FUN	22,119.00	352,615.63	640,913.71-	54,585.81-	-246.782	76,704.81

Fund: 501 FIRE EQUIP REPLACEMENT FUND Department: Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
501-5611-00-00	INTEREST EARNINGS	550.00-		63.02-	342.78-	62.324	207.22-
Subtotal:		550.00-		63.02-	342.78-	62.324	207.22-
501-5908-00-00	CONTRIBUTIONS-FIRE DEPT	202,704.00-		202,704.00-	202,704.00-	100.000	
Subtotal:		202,704.00-		202,704.00-	202,704.00-	100.000	
Program number:		203,254.00-		202,767.02-	203,046.78-	99.898	207.22-
Department number:		203,254.00-		202,767.02-	203,046.78-	99.898	207.22-
Revenues	Subtotal -----	203,254.00-		202,767.02-	203,046.78-	99.898	207.22-

Fund: 501 FIRE EQUIP REPLACEMENT FUND Department: 58 FIRE - EQUIP REPLACEMENT Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
501-6345-58-00	PERSONNEL PROTECTIVE EQUIP	17,452.00	9,172.19		9,172.19	52.557	8,279.81
501-6346-58-00	FIRE RESCUE EQUIPMENT	2,043.00					2,043.00
501-6348-58-00	MONITORS AND AED	20,130.00					20,130.00
501-6355-58-00	FIRE HOSES	9,951.00					9,951.00
Subtotal:		49,576.00	9,172.19		9,172.19	18.501	40,403.81
Program number:		49,576.00	9,172.19		9,172.19	18.501	40,403.81
Department number:	FIRE - EQUIP REPLACEMENT	49,576.00	9,172.19		9,172.19	18.501	40,403.81
Expenditures	Subtotal -----	49,576.00	9,172.19		9,172.19	18.501	40,403.81
Fund number:	501 FIRE EQUIP REPLACEMENT FUND	153,678.00-	9,172.19	202,767.02-	193,874.59-	126.156	40,196.59

Fund: 612 UTILITY FUND Department: REVENUE Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-5441-00-00	WATER SALES	7,000,000.00-		519,786.08-	3,074,561.23-	43.922	3,925,438.77-
612-5443-00-00	PENALTIES	340,000.00-		24,938.53-	183,056.01-	53.840	156,943.99-
612-5444-00-00	RETURN CHECK CHARGES	3,300.00-		180.00-	1,530.00-	46.364	1,770.00-
612-5446-00-00	TAP FEES-WATER	6,000.00-		3,850.00-	5,425.00-	90.417	575.00-
612-5448-00-00	SEWER SALES	5,125,000.00-		429,147.50-	2,358,036.79-	46.010	2,766,963.21-
612-5449-00-00	TAP FEES - SEWER				1,575.00-		1,575.00
612-5450-00-00	METER SET FEES	120,000.00-		7,200.00-	52,765.00-	43.971	67,235.00-
612-5455-00-00	APPLICATION CONNECT FEE	80,000.00-		9,710.00-	50,430.00-	63.038	29,570.00-
Subtotal:		12,674,300.00-		994,812.11-	5,727,379.03-	45.189	6,946,920.97-
612-5611-00-00	INTEREST EARNINGS	25,000.00-		3,411.78-	16,616.61-	66.466	8,383.39-
612-5671-00-00	MISCELLANEOUS	41,590.00-		2,041.25-	15,496.89-	37.261	26,093.11-
612-5672-00-00	FRISCO RANCH SEWER CONTRACT	200,000.00-			18,503.30-	9.252	181,496.70-
612-5673-00-00	FRISCO HILLS WHOLESALE WATER	170,000.00-			53,571.87-	31.513	116,428.13-
612-5674-00-00	FRISCO HILLS SEWER WHOLESALE				36,695.00-		36,695.00
612-5675-00-00	AUCTION PROCEEDS				565.17-		565.17
Subtotal:		436,590.00-		5,453.03-	141,448.84-	32.399	295,141.16-
612-5714-00-00	GAIN/LOSS ON SALE OF ASSETS				6,429.17-		6,429.17
Subtotal:					6,429.17-		6,429.17
612-8900-00-00	TRANSFER-IN FROM DEBT SVC FUND	218,725.00-		218,725.00-	218,725.00-	100.000	
612-8949-00-00	TRANSFER FROM FUND 819	225,000.00-					225,000.00-
Subtotal:		443,725.00-		218,725.00-	218,725.00-	49.293	225,000.00-
Program number:		13,554,615.00-		1,218,990.14-	6,093,982.04-	44.959	7,460,632.96-

Fund: 612 UTILITY FUND | Department: REVENUE | Program: 61 RESTRICTED BOND FUNDS-WATER
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-5611-00-61	RESTRICTED INTEREST EARNINGS			273.92-	1,509.90-		1,509.90
Subtotal:				273.92-	1,509.90-		1,509.90
Program number:	61 RESTRICTED BOND FUNDS-WATER			273.92-	1,509.90-		1,509.90
Department number:	REVENUE	13,554,615.00-		1,219,264.06-	6,095,491.94-	44.970	7,459,123.06-
Revenues	Subtotal -----	13,554,615.00-		1,219,264.06-	6,095,491.94-	44.970	7,459,123.06-

Fund: 612 UTILITY FUND | Department: 61 WATER OPERATIONS | Program: WATER OPERATIONS (61)
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6108-61-00	SALARIES & WAGES	401,911.00		25,109.43	141,288.60	35.154	260,622.40
612-6114-61-00	EMPLOYEE RETIREMENT PROGRAM	57,564.99		3,463.06	20,243.42	35.166	37,321.57
612-6115-61-00	LONGEVITY/BONUS	2,820.00			2,400.00	85.106	420.00
612-6116-61-00	OVERTIME	28,000.00		819.72	8,318.18	29.708	19,681.82
612-6117-61-00	EDUC/CERT PAY	3,900.00		207.70	1,326.95	34.024	2,573.05
612-6119-61-00	ON CALL PAY	5,200.00		400.00	2,385.71	45.879	2,814.29
612-6141-61-00	SOCIAL SECURITY	33,754.03		1,908.97	11,283.45	33.428	22,470.58
612-6142-61-00	GROUP INSURANCE	105,793.00		6,929.93	40,955.91	38.713	64,837.09
612-6143-61-00	WORKERS COMPENSATION	13,773.34		934.98	5,974.87	43.380	7,798.47
612-6144-61-00	LIFE INSURANCE	557.00		38.28	389.63	69.952	167.37
612-6145-61-00	UNEMPLOYMENT COMPENSATION	90.00		1,189.90	1,246.59	1,385.100	1,156.59-
612-6148-61-00	LONG-TERM DISABILITY INSUR EXP	1,510.78		102.59	871.93	57.714	638.85
Subtotal:		654,874.14		41,104.56	236,685.24	36.142	418,188.90
612-6214-61-00	PROFESSIONAL SERVICES	17,500.00	2,680.25	1,400.00	13,720.15	78.401	3,779.85
612-6220-61-00	LABORATORY SERVICES	2,500.00	1,652.22	423.89	2,500.00	100.000	
612-6231-61-00	CONTRACT LABOR	12,000.00			720.00	6.000	11,280.00
612-6241-61-00	VEHICLE MAINTENANCE	8,000.00			2,274.25	28.428	5,725.75
612-6250-61-00	TRANSFER TO GENERAL FUND	1,011,150.00		505,575.00	505,575.00	50.000	505,575.00
612-6254-61-00	MACHINERY & EQUIPMENT MAINT	3,753.00	313.00		2,699.36	71.925	1,053.64
612-6255-61-00	SERVICE CONTRACTS	3,328.00					3,328.00
612-6257-61-00	WATER STORAGE TANK MAINTENANCE	2,853.00			2,105.00	73.782	748.00
612-6259-61-00	WATER BOOSTER PUMP MAINTENANCE	7,900.00			1,539.26	19.484	6,360.74
612-6272-61-00	COMMUNICATIONS	5,472.00		457.20	5,530.47	101.069	58.47-
612-6273-61-00	ELECTRICITY	135,663.00		8,003.56	59,061.69	43.536	76,601.31
612-6280-61-00	COMMUNICATION EQUIPMENT	1,000.00					1,000.00
612-6298-61-00	NTMWD WTF	375,000.00	159,155.00	31,831.00	381,970.00	101.859	6,970.00-
612-6299-61-00	WATER PURCHASE CONTRACT	2,752,447.00	1,605,576.00		2,752,413.30	99.999	33.70
Subtotal:		4,338,566.00	1,769,376.47	547,690.65	3,730,108.48	85.976	608,457.52
612-6310-61-00	MAINTENANCE & OPERATIONS SUPPL	69,561.00	14,230.47	9,097.62	52,065.38	74.849	17,495.62
612-6328-61-00	IT SERVICES	5,000.00					5,000.00
612-6342-61-00	OFFICE SUPPLIES	500.00		3.84	142.57	28.514	357.43
612-6343-61-00	OFFICE EQUIPMENT	500.00			543.68	108.736	43.68-
612-6344-61-00	PRINTING AND MAILING	7,060.00			7.45	.106	7,052.55
612-6345-61-00	SAFETY SUPPLIES	2,520.00			1,264.45	50.177	1,255.55
612-6346-61-00	TREATMENT CHEMICALS	1,872.00	920.00		296.50	15.839	1,575.50
612-6357-61-00	WATER METERS	200,000.00	21,224.01	10,974.27	186,985.62	93.493	13,014.38
Subtotal:		287,013.00	36,374.48	20,075.73	241,305.65	84.075	45,707.35
612-6709-61-00	STATE INSPECTION FEES	25,676.00			26,122.50	101.739	446.50-

Fund: 612 UTILITY FUND Department: 61 WATER OPERATIONS Program: WATER OPERATIONS (61)
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6710-61-00	NTGWCO FEES	6,200.00	5,534.38		6,200.00	100.000	
612-6711-61-00	GASOLINE AND OIL	22,055.00		175.00	4,501.21	20.409	17,553.79
612-6712-61-00	DUES/MEMBERSHIPS/PLEDGES	175.00					175.00
612-6715-61-00	SCHOOLS & SEMINARS	8,769.00		729.00	3,525.30	40.202	5,243.70
612-6719-61-00	EQUIPMENT & UNIFORMS	6,890.00	1,491.86	93.21	4,384.60	63.637	2,505.40
Subtotal:		69,765.00	7,026.24	997.21	44,733.61	64.120	25,031.39
Program number:	WATER OPERATIONS (61)	5,350,218.14	1,812,777.19	609,868.15	4,252,832.98	79.489	1,097,385.16
Department number:	WATER OPERATIONS	5,350,218.14	1,812,777.19	609,868.15	4,252,832.98	79.489	1,097,385.16

Fund: 612 UTILITY FUND Department: 71 WASTEWATER COLLECTION Program: WASTE WATER COLLECTION (71)
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6108-71-00	SALARIES & WAGES	180,713.00		13,758.40	74,382.15	41.160	106,330.85
612-6114-71-00	EMPLOYEE RETIREMENT PROGRAM	26,194.99		1,952.82	10,782.17	41.161	15,412.82
612-6115-71-00	LONGEVITY/BONUS	1,500.00			1,260.00	84.000	240.00
612-6116-71-00	OVERTIME	15,000.00		905.62	5,487.16	36.581	9,512.84
612-6119-71-00	ON CALL PAY	3,900.00		300.04	1,789.52	45.885	2,110.48
612-6141-71-00	SOCIAL SECURITY	15,385.00		1,076.81	6,096.52	39.626	9,288.48
612-6142-71-00	GROUP INSURANCE	49,845.00		4,328.37	21,449.23	43.032	28,395.77
612-6143-71-00	WORKERS COMPENSATION	4,038.57		408.75	2,335.87	57.839	1,702.70
612-6144-71-00	LIFE INSURANCE	249.00		21.00	204.41	82.092	44.59
612-6145-71-00	UNEMPLOYMENT COMPENSATION	45.00		770.86	805.76	1,790.578	760.76-
612-6148-71-00	LONG-TERM DISABILITY INSUR EXP	674.43		54.17	419.13	62.146	255.30
Subtotal:		297,544.99		23,576.84	125,011.92	42.014	172,533.07
612-6241-71-00	VEHICLE MAINTENANCE	10,000.00	89.16	33.00	7,058.36	70.584	2,941.64
612-6250-71-00	TRANSFER TO GENERAL FUND	706,010.00		353,005.00	353,005.00	50.000	353,005.00
612-6252-71-00	LIFT STATION MAINTENANCE	30,000.00	2,900.00	4,237.50	26,779.08	89.264	3,220.92
612-6254-71-00	MACHINERY & EQUIPMENT MAINT	12,500.00	2,045.00	124.20	9,084.94	72.680	3,415.06
612-6255-71-00	SERVICE CONTRACT/OFFICE EQUIP.	3,000.00	879.73	179.50	1,059.23	35.308	1,940.77
612-6272-71-00	COMMUNICATIONS	3,100.00		179.00	1,071.90	34.577	2,028.10
612-6273-71-00	ELECTRICITY	60,000.00		4,526.96	30,196.94	50.328	29,803.06
Subtotal:		824,610.00	5,913.89	362,285.16	428,255.45	51.934	396,354.55
612-6310-71-00	MAINTENANCE & OPERATIONS SUPPL	8,500.00		205.64	7,346.90	86.434	1,153.10
612-6342-71-00	OFFICE SUPPLIES	175.00			50.89	29.080	124.11
612-6343-71-00	OFFICE EQUIPMENT	75.00			39.96	53.280	35.04
612-6344-71-00	PRINTING AND MAILING				6.74		6.74-
612-6345-71-00	SAFETY SUPPLIES	1,000.00			49.98	4.998	950.02
612-6346-71-00	TREATMENT CHEMICALS	140,000.00	15,376.54	20,552.28	107,252.92	76.609	32,747.08
Subtotal:		149,750.00	15,376.54	20,757.92	114,747.39	76.626	35,002.61
612-6711-71-00	GASOLINE AND OIL	11,372.00		43.78	3,372.89	29.660	7,999.11
612-6715-71-00	SCHOOLS & SEMINARS	2,940.00		937.00	1,590.00	54.082	1,350.00
612-6719-71-00	EQUIPMENT & UNIFORMS	3,128.00	632.21		2,476.54	79.173	651.46
Subtotal:		17,440.00	632.21	980.78	7,439.43	42.657	10,000.57
Program number:	WASTE WATER COLLECTION (	1,289,344.99	21,922.64	407,600.70	675,454.19	52.387	613,890.80
Department number:	WASTEWATER COLLECTION	1,289,344.99	21,922.64	407,600.70	675,454.19	52.387	613,890.80

Fund: 612 UTILITY FUND Department: 72 WASTEWATER TREATMENT Program: WASTE WATER TREATMENT(72)
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6108-72-00	SALARIES & WAGES	174,496.00		7,803.20	73,458.26	42.097	101,037.74
612-6114-72-00	EMPLOYEE RETIREMENT PROGRAM	24,402.99		1,047.36	9,790.71	40.121	14,612.28
612-6115-72-00	LONGEVITY/BONUS	360.00			300.00	83.333	60.00
612-6116-72-00	OVERTIME	12,500.00		222.56	1,574.92	12.599	10,925.08
612-6141-72-00	SOCIAL SECURITY	14,333.00		595.88	5,497.77	38.357	8,835.23
612-6142-72-00	GROUP INSURANCE	54,293.00		2,401.15	22,522.51	41.483	31,770.49
612-6143-72-00	WORKERS COMPENSATION	3,899.64		186.08	1,867.04	47.877	2,032.60
612-6144-72-00	LIFE INSURANCE	238.00		11.76	182.18	76.546	55.82
612-6145-72-00	UNEMPLOYMENT COMPENSATION	45.00		442.69	478.58	1,063.511	433.58-
612-6148-72-00	LONG-TERM DISABILITY INSUR EXP	651.23		32.96	445.74	68.446	205.49
Subtotal:		285,218.86		12,743.64	116,117.71	40.712	169,101.15
612-6220-72-00	LABORATORY SERVICES	20,000.00	8,835.00	840.00	14,785.00	73.925	5,215.00
612-6241-72-00	VEHICLE MAINTENANCE	1,500.00		39.75	60.22	4.015	1,439.78
612-6252-72-00	LIFT STATION MAINTENANCE	20,000.00			5,720.00	28.600	14,280.00
612-6253-72-00	SLUDGE REMOVAL/TRANSPORT	115,947.00	70,617.66	8,450.00	115,950.00	100.003	3.00-
612-6254-72-00	MACHINERY & EQUIPMENT MAINT	29,507.00	5,002.43	2,665.00	26,024.33	88.197	3,482.67
612-6255-72-00	SERVICE CONTRACT/OFFICE EQUIP.	27,200.00	8,600.00	2,488.00	11,088.00	40.765	16,112.00
612-6272-72-00	COMMUNICATIONS	3,100.00		125.59	1,786.52	57.630	1,313.48
612-6273-72-00	ELECTRICITY	401,700.00		30,502.81	179,343.54	44.646	222,356.46
Subtotal:		618,954.00	93,055.09	45,111.15	354,757.61	57.316	264,196.39
612-6310-72-00	MAINTENANCE & OPERATIONS SUPPL	9,000.00		16.65	8,646.74	96.075	353.26
612-6312-72-00	LAB CHEMICAL & GLASSWARE	8,000.00	2,406.76	122.94	8,578.48	107.231	578.48-
612-6333-72-00	MISC. EXPENDITURES			2.76	2.76		2.76-
612-6342-72-00	OFFICE SUPPLIES	500.00			507.89	101.578	7.89-
612-6344-72-00	PRINTING AND MAILING	200.00		13.48	128.74	64.370	71.26
612-6345-72-00	SAFETY SUPPLIES	2,000.00			615.67	30.784	1,384.33
612-6346-72-00	TREATMENT CHEMICALS	117,200.00	57,957.78	14,832.02	121,360.87	103.550	4,160.87-
Subtotal:		136,900.00	60,364.54	14,987.85	139,841.15	102.148	2,941.15-
612-6709-72-00	TCEQ INSPECTION FEES	12,850.00			11,564.90	89.999	1,285.10
612-6711-72-00	GASOLINE AND OIL	5,000.00		8.00	258.10	5.162	4,741.90
612-6712-72-00	DUES/MEMBERSHIPS/PLEDGES	733.00					733.00
612-6715-72-00	SCHOOLS & SEMINARS	3,200.00			881.00	27.531	2,319.00
612-6719-72-00	UNIFORMS	3,200.00	1,113.26		3,061.84	95.683	138.16
Subtotal:		24,983.00	1,113.26	8.00	15,765.84	63.106	9,217.16
Program number:	WASTE WATER TREATMENT(72	1,066,055.86	154,532.89	72,850.64	626,482.31	58.766	439,573.55

Fund: 612 UTILITY FUND Department: 72 WASTEWATER TREATMENT Program: WASTE WATER TREATMENT(72)
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
Department number:	WASTEWATER TREATMENT	1,066,055.86	154,532.89	72,850.64	626,482.31	58.766	439,573.55

Fund: 612 UTILITY FUND | Department: 73 UTILITY ADMINISTRATION | Program: UTILITY ADMINISTRATION(73)
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6108-73-00	SALARIES & WAGES	356,864.00		27,497.76	163,611.67	45.847	193,252.33
612-6114-73-00	EMPLOYEE RETIREMENT PROGRAM	48,425.00		3,704.91	22,312.48	46.076	26,112.52
612-6115-73-00	LONGEVITY/BONUS	3,120.00			3,120.00	100.000	
612-6116-73-00	OVERTIME	1,200.00					1,200.00
612-6117-73-00	EDUC/CERT PAY	1,200.00		92.30	507.65	42.304	692.35
612-6118-73-00	CAR ALLOWANCE	9,600.00		800.00	4,400.00	45.833	5,200.00
612-6141-73-00	SOCIAL SECURITY	28,440.00		2,062.07	10,631.66	37.383	17,808.34
612-6142-73-00	GROUP INSURANCE	45,416.00		3,492.10	23,506.30	51.758	21,909.70
612-6143-73-00	WORKERS COMPENSATION	4,770.00		400.48	2,647.39	55.501	2,122.61
612-6144-73-00	LIFE INSURANCE	406.00		40.68	444.08	109.379	38.08-
612-6145-73-00	UNEMPLOYMENT COMPENSATION	36.00		652.61	684.00	1,900.000	648.00-
612-6148-73-00	LONG-TERM DISABILITY INSUR EXP	1,096.98		116.20	993.16	90.536	103.82
Subtotal:		500,573.98		38,859.11	232,858.39	46.518	267,715.59
612-6212-73-00	ENGINEER SERVICES	5,000.00	248.00		5,000.00	100.000	
612-6214-73-00	PROFESSIONAL SERVICES	170,000.00	24,600.00		30,645.00	18.026	139,355.00
612-6232-73-00	ADVERTISING	500.00					500.00
612-6272-73-00	COMMUNICATIONS	4,500.00		313.51	1,967.12	43.714	2,532.88
Subtotal:		180,000.00	24,848.00	313.51	37,612.12	20.896	142,387.88
612-6328-73-00	IT SERVICES	9,600.00			8,595.14	89.533	1,004.86
612-6333-73-00	MISC. EXPENDITURES	2,500.00	112.55	33.00	1,896.77	75.871	603.23
612-6342-73-00	OFFICE SUPPLIES	1,000.00		3.90	185.62	18.562	814.38
612-6343-73-00	OFFICE EQUIPMENT	500.00			37.76	7.552	462.24
612-6344-73-00	PRINTING AND MAILING	500.00		6.45	101.76	20.352	398.24
Subtotal:		14,100.00	112.55	43.35	10,817.05	76.717	3,282.95
612-6711-73-00	GASOLINE AND OIL			15.00	155.00		155.00-
612-6712-73-00	DUES, MEMBERSHIPS & PLEDGES	5,000.00			2,552.00	51.040	2,448.00
612-6715-73-00	TRAINING & TRAVEL	3,100.00			909.26	29.331	2,190.74
612-6719-73-00	UNIFORMS	500.00					500.00
Subtotal:		8,600.00		15.00	3,616.26	42.050	4,983.74
Program number:	UTILITY ADMINISTRATION(7	703,273.98	24,960.55	39,230.97	284,903.82	40.511	418,370.16
Department number:	UTILITY ADMINISTRATION	703,273.98	24,960.55	39,230.97	284,903.82	40.511	418,370.16

Fund: 612 UTILITY FUND Department: 74 WATER AND SEWER INT & SINKING Program: UTILITY I&S (74)
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6524-74-00	COMB TAX LTD REV CO B 08 PRIN	195,000.00					195,000.00
612-6525-74-00	COMB TAX & L/T REV SR 09 PRIN	330,000.00					330,000.00
612-6526-74-00	2012 W/WW CO $6.0M - PRIN	355,000.00					355,000.00
612-6527-74-00	2012 REF BONDS-$3.1M - PRIN	245,000.00					245,000.00
612-6528-74-00	2013 REF BONDS-PRIN ($3.04M)	220,000.00					220,000.00
612-6529-74-00	2014 GO REF BONDS PRIN - $4.5M	145,000.00					145,000.00
612-6549-74-00	2010 REF BONDS-INTEREST	39,353.00			19,676.56	50.000	19,676.44
612-6550-74-00	2010 REF BONDS-PRINCIPAL	204,747.00					204,747.00
612-6562-74-00	2008 CO TX & REV -$6.5M - INT	281,793.00			140,896.25	50.000	140,896.75
612-6563-74-00	2009 TX & REV $10,270,000-INT	439,688.00			219,843.76	50.000	219,844.24
612-6565-74-00	2012 W/WW CO $6.0M - INT	105,476.00			52,738.13	50.000	52,737.87
612-6566-74-00	2012 REF BONDS-$3.1M -INTEREST	59,850.00			29,925.00	50.000	29,925.00
612-6567-74-00	2013 GO REF BONDS-INT ($3.04M)	58,606.00			29,303.13	50.000	29,302.87
612-6568-74-00	2014 GO REF BONDS - INT $4,550	73,725.00			36,862.50	50.000	36,862.50
612-6591-74-00	AGENT FEES/FINANCING COSTS				500.00		500.00-
Subtotal:		2,753,238.00			529,745.33	19.241	2,223,492.67
Program number:	UTILITY I&S (74)	2,753,238.00			529,745.33	19.241	2,223,492.67
Department number:	WATER AND SEWER INT & SIN	2,753,238.00			529,745.33	19.241	2,223,492.67

Fund: 612 UTILITY FUND Department: 75 UTILITY BILLING AND COLLECTION Program: UTILITY CUSTOMER SERVICE (75)
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6108-75-00	SALARIES & WAGES	223,164.00		17,172.21	102,166.48	45.781	120,997.52
612-6114-75-00	EMPLOYEE RETIREMENT PROGRAM	30,262.99		2,312.69	14,087.27	46.549	16,175.72
612-6115-75-00	LONGEVITY/BONUS	2,700.00			2,700.00	100.000	
612-6116-75-00	OVERTIME	5,400.00		466.49	3,047.49	56.435	2,352.51
612-6117-75-00	EDUC/CERT PAY	1,080.00		83.10	457.05	42.319	622.95
612-6141-75-00	SOCIAL SECURITY	17,774.00		1,156.47	7,090.54	39.893	10,683.46
612-6142-75-00	GROUP INSURANCE	77,371.08		5,960.63	36,192.31	46.778	41,178.77
612-6143-75-00	WORKERS COMPENSATION	2,866.26		240.03	1,612.39	56.254	1,253.87
612-6144-75-00	LIFE INSURANCE	308.00		25.92	284.82	92.474	23.18
612-6145-75-00	UNEMPLOYMENT COMPENSATION	54.00		906.72	942.24	1,744.889	888.24-
612-6148-75-00	LONG-TERM DISABILITY INSUR EXP	832.86		72.56	627.76	75.374	205.10
Subtotal:		361,813.19		28,396.82	169,208.35	46.767	192,604.84
612-6214-75-00	PROFESSIONAL SERVICES	35,000.00		8.18	662.11	1.892	34,337.89
612-6241-75-00	VEHICLE MAINTENANCE	700.00			785.09	112.156	85.09-
612-6255-75-00	SERVICE CONTRACT/OFFICE EQUIP.	27,375.00	8,153.08	18.00	13,116.00	47.912	14,259.00
612-6272-75-00	COMMUNICATIONS	2,250.00		179.00	1,073.16	47.696	1,176.84
Subtotal:		65,325.00	8,153.08	205.18	15,636.36	23.936	49,688.64
612-6328-75-00	IT SERVICES	13,000.00	494.80	2,850.00	12,850.00	98.846	150.00
612-6333-75-00	MISC. EXPENDITURES	500.00		77.23	435.48	87.096	64.52
612-6336-75-00	BANK FEES/CHARGES	78,895.00		7,112.40	44,411.16	56.291	34,483.84
612-6342-75-00	OFFICE SUPPLIES	2,500.00		542.20	1,223.96	48.958	1,276.04
612-6343-75-00	OFFICE EQUIPMENT	8,140.00			6,289.96	77.272	1,850.04
612-6344-75-00	PRINTING AND MAILING	82,880.00	45,245.62	2,530.00	80,683.46	97.350	2,196.54
Subtotal:		185,915.00	45,740.42	13,111.83	145,894.02	78.474	40,020.98
612-6711-75-00	GASOLINE AND OIL	5,250.00			1,247.49	23.762	4,002.51
612-6715-75-00	SCHOOLS & SEMINARS	500.00		400.00	400.00	80.000	100.00
612-6719-75-00	UNIFORMS	1,050.00			984.63	93.774	65.37
Subtotal:		6,800.00		400.00	2,632.12	38.708	4,167.88
612-6815-75-00	BAD DEBT EXPENSE			50.66	941.80		941.80-
Subtotal:				50.66	941.80		941.80-
Program number:	UTILITY CUSTOMER SERVICE	619,853.19	53,893.50	42,164.49	334,312.65	53.934	285,540.54
Department number:	UTILITY BILLING AND COLLE	619,853.19	53,893.50	42,164.49	334,312.65	53.934	285,540.54

Fund: 612 UTILITY FUND Department: 76 W/WW CAPITAL AND CIP Program: 2 UTILITY EQUIPMENT
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6630-76-02	CAPITAL OUTLAY - W/WW	100,500.00	80,050.00		80,050.00	79.652	20,450.00
Subtotal:		100,500.00	80,050.00		80,050.00	79.652	20,450.00
Program number:	2 UTILITY EQUIPMENT	100,500.00	80,050.00		80,050.00	79.652	20,450.00

Fund: 612 UTILITY FUND Department: 76 W/WW CAPITAL AND CIP Program: 17 ELDORADO 2MG ELEV STORAGE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6726-76-17	ENGINEERING FEES		11,186.00		15,475.03		15,475.03-
612-6728-76-17	CONSTRUCTION		132,686.04		132,686.04		132,686.04-
Subtotal:			143,872.04		148,161.07		148,161.07-
Program number:	17 ELDORADO 2MG ELEV STORAGE		143,872.04		148,161.07		148,161.07-

Fund: 612 UTILITY FUND Department: 76 W/WW CAPITAL AND CIP Program: 20 FM 423 N WATER-SEWER LINE RELO
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6726-76-20	ENGINEERING FEES		1,183.75		5,795.00		5,795.00-
Subtotal:			1,183.75		5,795.00		5,795.00-
Program number:	20 FM 423 N WATER-SEWER LINE RELO		1,183.75		5,795.00		5,795.00-

Fund: 612 UTILITY FUND Department: 76 W/WW CAPITAL AND CIP Program: 22 WOODLAKE IRRIGATION (REUSE)
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6728-76-22	CONSTRUCTION	48,000.00			53,686.20	111.846	5,686.20-
Subtotal:		48,000.00			53,686.20	111.846	5,686.20-
Program number:	22 WOODLAKE IRRIGATION (REU	48,000.00			53,686.20	111.846	5,686.20-

Fund: 612 UTILITY FUND | Department: 76 W/WW CAPITAL AND CIP | Program: 23 WEST SIDE W/WW IMPROVEMENTS
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6726-76-23	ENGINEERING FEES				1,318.70		1,318.70-
612-6728-76-23	CONSTRUCTION	1,201,290.00	111,459.98	316,116.20	1,395,781.99	116.190	194,491.99-
612-6729-76-23	ROW AND EASEMENTS	50,000.00		5,118.75	39,968.75	79.938	10,031.25
612-6730-76-23	ENVIRONMENTAL AND TESTING		9,490.18		13,950.00		13,950.00-
Subtotal:		1,251,290.00	120,950.16	321,234.95	1,451,019.44	115.962	199,729.44-
Program number:	23 WEST SIDE W/WW IMPROVEME	1,251,290.00	120,950.16	321,234.95	1,451,019.44	115.962	199,729.44-

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6728-76-25	CONSTRUCTION	15,000.00					15,000.00
Subtotal:		15,000.00					15,000.00
Program number:	25 ELDORADO PWKY CONFLICTS	15,000.00					15,000.00

Fund: 612 UTILITY FUND Department: 76 W/WW CAPITAL AND CIP Program: 41 WWTP EXPANSION 4.0 MGD - TRC
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
612-6726-76-41	ENGINEERING FEES	551,208.00	309,600.00	34,400.00	550,400.00	99.853	808.00
Subtotal:		551,208.00	309,600.00	34,400.00	550,400.00	99.853	808.00
Program number:	41 WWTP EXPANSION 4.0 MGD -	551,208.00	309,600.00	34,400.00	550,400.00	99.853	808.00
Department number:	W/WW CAPITAL AND CIP	1,965,998.00	655,655.95	355,634.95	2,289,111.71	116.435	323,113.71-
Expenditures	Subtotal -----	13,747,982.16	2,723,742.72	1,527,349.90	8,992,842.99	65.412	4,755,139.17
Fund number:	612 UTILITY FUND	193,367.16	2,723,742.72	308,085.84	2,897,351.05	1,498.368	2,703,983.89-

Fund: 712 SOLID WASTE FUND Department: REVENUE Program: SOLID WASTE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
712-5147-00-00	SOLID WASTE COMM FRANCHISE	127,070.00-					127,070.00-
Subtotal:		127,070.00-					127,070.00-
712-5447-00-00	SOLID WASTE FEES	2,150,000.00-		185,801.33-	1,107,690.96-	51.521	1,042,309.04-
Subtotal:		2,150,000.00-		185,801.33-	1,107,690.96-	51.521	1,042,309.04-
712-5611-00-00	INTEREST EARNINGS	700.00-		329.10-	1,349.05-	192.721	649.05
712-5671-00-00	MISCELLANEOUS REVENUE	6,000.00-		3,541.52-	6,041.52-	100.692	41.52
712-5696-00-00	GRANTS AND REIMBURSEMENTS	25,800.00-					25,800.00-
Subtotal:		32,500.00-		3,870.62-	7,390.57-	22.740	25,109.43-
Program number:	SOLID WASTE	2,309,570.00-		189,671.95-	1,115,081.53-	48.281	1,194,488.47-
Department number:	REVENUE	2,309,570.00-		189,671.95-	1,115,081.53-	48.281	1,194,488.47-
Revenues	Subtotal -----	2,309,570.00-		189,671.95-	1,115,081.53-	48.281	1,194,488.47-

Fund: 712 SOLID WASTE FUND | Department: 70 SOLID WASTE | Program: SOLID WASTE
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
712-6108-70-00	SALARIES & WAGES	30,279.00		2,329.60	13,977.60	46.163	16,301.40
712-6114-70-00	EMPLOYEE RETIREMENT PROGRAM	4,212.00		304.01	1,885.73	44.770	2,326.27
712-6115-70-00	LONGEVITY				60.00		60.00-
712-6116-70-00	OVERTIME	1,950.00			466.79	23.938	1,483.21
712-6141-70-00	SOCIAL SECURITY	2,468.00		176.82	1,101.26	44.622	1,366.74
712-6142-70-00	GROUP BENEFITS	618.45		51.39	307.91	49.787	310.54
712-6143-70-00	WORKER'S COMPENSATION	676.66		54.51	364.94	53.933	311.72
712-6144-70-00	LIFE INSURANCE	43.00		3.48	39.72	92.372	3.28
712-6145-70-00	UNEMPLOYMENT COMPENSATION	9.00		135.62	140.69	1,563.222	131.69-
712-6148-70-00	LONG-TERM DISABILITY INSUR EXP	113.00		9.84	85.20	75.398	27.80
Subtotal:		40,369.11		3,065.27	18,429.84	45.653	21,939.27
712-6200-70-00	SOLID WASTE CONTRACT SERVICES	1,650,000.00			685,183.13	41.526	964,816.87
712-6223-70-00	SPRING AND FALL CLEANUP	12,300.00			5,957.13	48.432	6,342.87
712-6224-70-00	HAZARDOUS WASTE DISPOSAL	400.00	200.00		400.00	100.000	
712-6225-70-00	SOLID WASTE DUMP STATIONS	32,200.00	17,428.34		32,114.00	99.733	86.00
712-6241-70-00	VEHICLE MAINTENANCE	7,350.00		14.50	5,071.73	69.003	2,278.27
712-6250-70-00	TRANSFER TO GENERAL FUND	175,000.00					175,000.00
712-6252-70-00	TRANSFER OUT	341,000.00					341,000.00
712-6272-70-00	COMMUNICATIONS	375.00		69.27	415.29	110.744	40.29-
Subtotal:		2,218,625.00	17,628.34	83.77	729,141.28	32.865	1,489,483.72
712-6333-70-00	MISCELLANEOUS	250.00		3.33	286.22	114.488	36.22-
712-6343-70-00	EQUIPMENT AND TOOLS	1,000.00					1,000.00
Subtotal:		1,250.00		3.33	286.22	22.898	963.78
712-6711-70-00	GASOLINE AND FUEL	12,000.00			2,613.58	21.780	9,386.42
712-6712-70-00	DUES AND MEMBERSHIPS	195.00					195.00
712-6715-70-00	SCHOOLS AND SEMINARS	180.00					180.00
712-6719-70-00	UNIFORMS	401.00	386.78		386.78	96.454	14.22
Subtotal:		12,776.00	386.78		3,000.36	23.484	9,775.64
Program number:	SOLID WASTE	2,273,020.11	18,015.12	3,152.37	750,857.70	33.033	1,522,162.41
Department number:	SOLID WASTE	2,273,020.11	18,015.12	3,152.37	750,857.70	33.033	1,522,162.41
Expenditures	Subtotal -----	2,273,020.11	18,015.12	3,152.37	750,857.70	33.033	1,522,162.41
Fund number:	712 SOLID WASTE FUND	36,549.89-	18,015.12	186,519.58-	364,223.83-	996.511	327,673.94

Fund: 715 STORM DRAINAGE FUND Department: Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
715-5430-00-00	DRAINAGE SALES	487,490.00-		42,574.60-	232,912.11-	47.778	254,577.89-
Subtotal:		487,490.00-		42,574.60-	232,912.11-	47.778	254,577.89-
715-5611-00-00	INTEREST EARNINGS	3,220.00-		329.51-	1,838.44-	57.094	1,381.56-
Subtotal:		3,220.00-		329.51-	1,838.44-	57.094	1,381.56-
Program number:		490,710.00-		42,904.11-	234,750.55-	47.839	255,959.45-
Department number:		490,710.00-		42,904.11-	234,750.55-	47.839	255,959.45-
Revenues	Subtotal -----	490,710.00-		42,904.11-	234,750.55-	47.839	255,959.45-

Fund: 715 STORM DRAINAGE FUND Department: 62 STORM DRAINAGE OPERATIONS Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
715-6108-62-00	SALARIES AND WAGES	128,073.00		9,780.35	58,258.68	45.489	69,814.32
715-6114-62-00	EMPLOYEE RETIREMENT	17,476.00		1,328.58	8,439.56	48.292	9,036.44
715-6115-62-00	LONGEVITY PAY	455.00			420.00	92.308	35.00
715-6116-62-00	OVERTIME	5,000.00		400.25	6,007.47	120.149	1,007.47-
715-6119-62-00	ON CALL PAY	1,200.00			225.03	18.753	974.97
715-6141-62-00	SOCIAL SECURITY TAXES	10,320.00		656.72	4,247.62	41.159	6,072.38
715-6142-62-00	GROUP INSURANCE	50,719.26		4,481.46	26,358.74	51.970	24,360.52
715-6143-62-00	WORKERS COMPENSATION	4,367.77		358.22	2,402.33	55.001	1,965.44
715-6144-62-00	LIFE INSURANCE	181.00		15.00	164.18	90.707	16.82
715-6145-62-00	UNEMPLOYMENT TAXES	36.00		580.59	607.18	1,686.611	571.18-
715-6148-62-00	LONG TERM DISABILITY	479.09		41.38	359.38	75.013	119.71
Subtotal:		218,307.12		17,642.55	107,490.17	49.238	110,816.95
715-6214-62-00	PROFESSIONAL SERVICES	100,000.00	56,073.17		63,138.38	63.138	36,861.62
715-6241-62-00	VEHICLE MAINTENANCE	1,000.00	4,704.14	39.75	4,904.33	490.433	3,904.33-
715-6254-62-00	MACHINERY & EQUIP MAINTENANCE	500.00					500.00
715-6272-62-00	COMMUNICATIONS	1,066.00		51.51	308.64	28.953	757.36
715-6280-62-00	RADIO EQUIPMENT MAINTENANCE	400.00					400.00
Subtotal:		102,966.00	60,777.31	91.26	68,351.35	66.382	34,614.65
715-6310-62-00	MAINT & OPERATION SUPPLIES	55,000.00	12,405.43	3,667.99	21,325.05	38.773	33,674.95
715-6333-62-00	MISCELLANEOUS SUPPLIES	5,200.00	1,862.25		2,928.52	56.318	2,271.48
715-6335-62-00	MISCELLANEOUS TOOLS	2,000.00			421.58	21.079	1,578.42
715-6339-62-00	DRAINAGE PROJECTS	688,645.00	294,286.79	125,758.62	527,273.49	76.567	161,371.51
715-6342-62-00	OFFICE SUPPLIES	100.00			47.10	47.100	52.90
715-6345-62-00	SAFETY SUPPLIES	2,000.00		179.98	1,616.36	80.818	383.64
Subtotal:		752,945.00	308,554.47	129,606.59	553,612.10	73.526	199,332.90
715-6711-62-00	GASOLINE AND OILS	2,700.00		9.55	3,091.60	114.504	391.60-
715-6715-62-00	TRAINING	720.00			56.00	7.778	664.00
715-6719-62-00	UNIFORMS AND EQUIPMENT	1,804.00	727.78		2,774.08	153.774	970.08-
715-6745-62-00	EQUIPMENT RENTAL	5,000.00					5,000.00
Subtotal:		10,224.00	727.78	9.55	5,921.68	57.919	4,302.32
Program number:		1,084,442.12	370,059.56	147,349.95	735,375.30	67.811	349,066.82
Department number:	STORM DRAINAGE OPERATIONS	1,084,442.12	370,059.56	147,349.95	735,375.30	67.811	349,066.82
Expenditures	Subtotal -----	1,084,442.12	370,059.56	147,349.95	735,375.30	67.811	349,066.82

Fund: 715 STORM DRAINAGE FUND Department: 62 STORM DRAINAGE OPERATIONS Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
Fund number:	715 STORM DRAINAGE FUND	593,732.12	370,059.56	104,445.84	500,624.75	84.318	93,107.37

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
814-5132-00-00	SALES TAX	715,000.00-		54,513.70-	266,872.78-	37.325	448,127.22-
Subtotal:		715,000.00-		54,513.70-	266,872.78-	37.325	448,127.22-
814-5611-00-00	INTEREST EARNING	7,500.00-		246.44-	1,137.89-	15.172	6,362.11-
Subtotal:		7,500.00-		246.44-	1,137.89-	15.172	6,362.11-
Program number:		722,500.00-		54,760.14-	268,010.67-	37.095	454,489.33-
Department number:		722,500.00-		54,760.14-	268,010.67-	37.095	454,489.33-
Revenues	Subtotal -----	722,500.00-		54,760.14-	268,010.67-	37.095	454,489.33-

Fund: 814 COMMUNITY DEV 4B CORPORATION Department: 90 CDC Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
814-6211-90-00	PROFESSIONAL	10,000.00			79.64	.796	9,920.36
814-6250-90-00	TRANSFER TO GENERAL FUND	54,500.00		54,500.00	54,500.00	100.000	
814-6251-90-00	TRANSFER TO SPECIAL REV FUND	6,000.00					6,000.00
814-6275-90-00	TRANSFER TO GEN CAP PROJ FUND	580,000.00					580,000.00
814-6277-90-00	TRANSFER TO STREETSCAPE FD 202	50,000.00		50,000.00	50,000.00	100.000	
Subtotal:		700,500.00		104,500.00	104,579.64	14.929	595,920.36
814-6333-90-00	MISC EXPENSE	100.00					100.00
814-6336-90-00	4B PROJECTS	174,000.00	32,307.34	4,975.88	46,654.07	26.813	127,345.93
Subtotal:		174,100.00	32,307.34	4,975.88	46,654.07	26.797	127,445.93
Program number:		874,600.00	32,307.34	109,475.88	151,233.71	17.292	723,366.29
Department number: CDC		874,600.00	32,307.34	109,475.88	151,233.71	17.292	723,366.29
Expenditures	Subtotal -----	874,600.00	32,307.34	109,475.88	151,233.71	17.292	723,366.29
Fund number: 814	COMMUNITY DEV 4B CORPORATIO	152,100.00	32,307.34	54,715.74	116,776.96-	-76.776	268,876.96

Fund: 819 WASTEWTR IMPACT FEES/EASTSIDE2 Department: REVENUE Program: WASTEWATER IMPACT FEES
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
819-5445-00-00	IMPACT FEES/WATER/SEWER			39,593.00-	252,031.00-		252,031.00
Subtotal:				39,593.00-	252,031.00-		252,031.00
Program number:	WASTEWATER IMPACT FEES			39,593.00-	252,031.00-		252,031.00
Department number:	REVENUE			39,593.00-	252,031.00-		252,031.00
Revenues	Subtotal ----------			39,593.00-	252,031.00-		252,031.00

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
819-8991-61-00	TRANSFERS OUT TO FUND 612	225,000.00					225,000.00
Subtotal:		225,000.00					225,000.00
Program number:		225,000.00					225,000.00
Department number:	WATER AND WASTEWATER FUND	225,000.00					225,000.00
Expenditures	Subtotal -----	225,000.00					225,000.00
Fund number:	819 WASTEWTR IMPACT FEES/EASTSI	225,000.00		39,593.00-	252,031.00-	-112.014	477,031.00

Fund: 828 STREET FEES SVC III Department: REVENUE Program: STREET IMPACT FEES III
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
828-5461-00-00	STREET IMPACT FEES			13,604.00-	503,992.17-		503,992.17
828-5463-00-00	SOUTH ROADWAY IMPACT FEES	20,000.00-					20,000.00-
Subtotal:		20,000.00-		13,604.00-	503,992.17-	2,519.961	483,992.17
828-5611-00-00	INTEREST EARNING			1,367.40-	6,764.38-		6,764.38
Subtotal:				1,367.40-	6,764.38-		6,764.38
Program number:	STREET IMPACT FEES III	20,000.00-		14,971.40-	510,756.55-	2,553.783	490,756.55
Department number:	REVENUE	20,000.00-		14,971.40-	510,756.55-	2,553.783	490,756.55
Revenues	Subtotal -----	20,000.00-		14,971.40-	510,756.55-	2,553.783	490,756.55

Fund: 828 STREET FEES SVC III Department: REVENUE Program: STREET IMPACT FEES III
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
828-8994-00-00	TRANSFERS OUT	20,000.00					20,000.00
Subtotal:		20,000.00					20,000.00
Program number:	STREET IMPACT FEES III	20,000.00					20,000.00
Department number:	REVENUE	20,000.00					20,000.00
Expenditures	Subtotal -----	20,000.00					20,000.00
Fund number:	828 STREET FEES SVC III			14,971.40-	510,756.55-		510,756.55

Fund: 841 2015 CO BOND FUND Department: Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
841-5611-00-00	INTEREST EARNINGS	16,000.00-		6,095.53-	21,017.42-	131.359	5,017.42
Subtotal:		16,000.00-		6,095.53-	21,017.42-	131.359	5,017.42
841-8950-00-00	OTHER SOURCES-BOND PROCEEDS	9,655,000.00-			9,655,000.00-	100.000	
Subtotal:		9,655,000.00-			9,655,000.00-	100.000	
Program number:		9,671,000.00-		6,095.53-	9,676,017.42-	100.052	5,017.42
Department number:		9,671,000.00-		6,095.53-	9,676,017.42-	100.052	5,017.42
Revenues	Subtotal -----	9,671,000.00-		6,095.53-	9,676,017.42-	100.052	5,017.42

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
841-6728-55-04	CONSTRUCTION COSTS	1,300,000.00					1,300,000.00
Subtotal:		1,300,000.00					1,300,000.00
Program number:	4 LAKEFRONT TRAIL IMPROVEM	1,300,000.00					1,300,000.00

Fund: 841 2015 CO BOND FUND Department: 55 PARKS AND RECREATION Program: 9 MCCORD PARK PHASE 2
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
841-6728-55-09	CONSTRUCTION COSTS	665,000.00					665,000.00
Subtotal:		665,000.00					665,000.00
Program number:	9 MCCORD PARK PHASE 2	665,000.00					665,000.00

Fund: 841 2015 CO BOND FUND | Department: 55 PARKS AND RECREATION | Program: 10 HARTS BRANCH TRAIL
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
841-6725-55-10	ADMINISTRATIVE EXPENSE			48,074.00	48,074.00		48,074.00-
841-6728-55-10	CONSTRUCTION COSTS	981,000.00					981,000.00
Subtotal:		981,000.00		48,074.00	48,074.00	4.901	932,926.00
Program number:	10 HARTS BRANCH TRAIL	981,000.00		48,074.00	48,074.00	4.901	932,926.00

Fund: 841 2015 CO BOND FUND Department: 55 PARKS AND RECREATION Program: 11 BRENT TRAIL
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
841-6725-55-11	ADMINISTRATIVE EXPENSE			5,450.00	5,450.00		5,450.00-
841-6728-55-11	CONSTRUCTION COSTS	225,000.00					225,000.00
Subtotal:		225,000.00		5,450.00	5,450.00	2.422	219,550.00
Program number:	11 BRENT TRAIL	225,000.00		5,450.00	5,450.00	2.422	219,550.00
Department number:	PARKS AND RECREATION	3,171,000.00		53,524.00	53,524.00	1.688	3,117,476.00

Fund: 841 2015 CO BOND FUND Department: 58 FIRE DEPARTMENT Program: 1 FIRE TRUCK $1M
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
841-6630-58-01	CAPITAL OUTLAY	800,000.00					800,000.00
Subtotal:		800,000.00					800,000.00
Program number:	1 FIRE TRUCK $1M	800,000.00					800,000.00

Fund: 841 2015 CO BOND FUND | Department: 58 FIRE DEPARTMENT | Program: 2 FIRE STATION #3 - $6M
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
841-6726-58-02	ENGINEERING FEES		2,650.00		6,500.00		6,500.00-
841-6727-58-02	ARCHITECTURE FEES		443,788.98		457,000.00		457,000.00-
841-6728-58-02	CONSTRUCTION COSTS	5,700,000.00					5,700,000.00
841-6730-58-02	ENVIRONMENTAL & TESTING		6,250.00		6,250.00		6,250.00-
Subtotal:		5,700,000.00	452,688.98		469,750.00	8.241	5,230,250.00
Program number:	2 FIRE STATION #3 - $6M	5,700,000.00	452,688.98		469,750.00	8.241	5,230,250.00
Department number:	FIRE DEPARTMENT	6,500,000.00	452,688.98		469,750.00	7.227	6,030,250.00
Expenditures	Subtotal -----	9,671,000.00	452,688.98	53,524.00	523,274.00	5.411	9,147,726.00
Fund number:	841 2015 CO BOND FUND		452,688.98	47,428.47	9,152,743.42-		9,152,743.42

Fund: 871 GENERAL CAP PROJ FUND #2 Department: Program:

Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-5611-00-00	INTEREST EARNINGS			3,778.23-	21,085.39-		21,085.39
Subtotal:				3,778.23-	21,085.39-		21,085.39
871-5700-00-00	UNION PARK CAPITAL RECOVERY			45,000.00-	216,500.00-		216,500.00
Subtotal:				45,000.00-	216,500.00-		216,500.00
871-7995-00-00	TRANSFERS IN	869,375.00-		269,375.00-	269,375.00-	30.985	600,000.00-
Subtotal:		869,375.00-		269,375.00-	269,375.00-	30.985	600,000.00-
871-8951-00-00	OTHER SOURCES				450,000.00-		450,000.00
Subtotal:					450,000.00-		450,000.00
Program number:		869,375.00-		318,153.23-	956,960.39-	110.075	87,585.39
Department number:		869,375.00-		318,153.23-	956,960.39-	110.075	87,585.39
Revenues	Subtotal -----	869,375.00-		318,153.23-	956,960.39-	110.075	87,585.39

Fund: 871 GENERAL CAP PROJ FUND #2 Department: 10 DEVELOPMENT SERVICES Program: 1 FINANCE AND ADMINISTRATION
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-6725-10-01	ADMINISTRATIVE EXPENSES		34,412.83		38,139.53		38,139.53-
Subtotal:			34,412.83		38,139.53		38,139.53-
Program number:	1 FINANCE AND ADMINISTRATION		34,412.83		38,139.53		38,139.53-
Department number:	DEVELOPMENT SERVICES		34,412.83		38,139.53		38,139.53-

Fund: 871 GENERAL CAP PROJ FUND #2 Department: 50 STREET PROJECTS Program: 1 KING ROAD IMPROVEMENTS-WEST
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-6729-50-01	ROW AND EASEMENTS				1,000.00		1,000.00-
Subtotal:					1,000.00		1,000.00-
Program number:	1 KING ROAD IMPROVEMENTS-WEST				1,000.00		1,000.00-

Fund: 871 GENERAL CAP PROJ FUND #2 Department: 50 STREET PROJECTS Program: 2 DOE CREEK ROAD IMPROVEMENTS
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-6728-50-02	CONSTRUCTION COSTS		1,431,369.57		1,567,395.06		1,567,395.06-
871-6730-50-02	ENVIRONMENTAL AND TESTING		22,958.50		26,776.00		26,776.00-
Subtotal:			1,454,328.07		1,594,171.06		1,594,171.06-
Program number:	2 DOE CREEK ROAD IMPROVEMENTS		1,454,328.07		1,594,171.06		1,594,171.06-

Fund: 871 GENERAL CAP PROJ FUND #2 Department: 50 STREET PROJECTS Program: 3 WITT ROAD IMPRV-KING TO FRISCO
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-6726-50-03	ENGINEERING FEES		12,616.85	5,497.15	23,225.40		23,225.40-
871-6729-50-03	ROW AND EASEMENTS			1,500.00	11,000.00		11,000.00-
Subtotal:			12,616.85	6,997.15	34,225.40		34,225.40-
Program number:	3 WITT ROAD IMPRV-KING TO FRISCO		12,616.85	6,997.15	34,225.40		34,225.40-

Fund: 871 GENERAL CAP PROJ FUND #2 Department: 50 STREET PROJECTS Program: 5 GLEN COVE WALLS/WEST GATEWAY
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-6728-50-05	CONSTRUCTION COSTS		57,583.10		157,945.85		157,945.85-
Subtotal:			57,583.10		157,945.85		157,945.85-
Program number:	5 GLEN COVE WALLS/WEST GATEWAY		57,583.10		157,945.85		157,945.85-

Fund: 871 GENERAL CAP PROJ FUND #2 Department: 50 STREET PROJECTS Program: 7 BUTTON STREET
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-6726-50-07	ENGINEERING FEES		29,464.50		55,598.50		55,598.50-
Subtotal:			29,464.50		55,598.50		55,598.50-
Program number:	7 BUTTON STREET		29,464.50		55,598.50		55,598.50-

Fund: 871 GENERAL CAP PROJ FUND #2 Department: 50 STREET PROJECTS Program: 9 DICKSON ROAD AND HILL LANE WAT
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-6726-50-09	ENGINEERING FEES		125,387.00	14,708.00	140,095.00		140,095.00-
Subtotal:			125,387.00	14,708.00	140,095.00		140,095.00-
Program number:	9 DICKSON ROAD AND HILL LANE WAT		125,387.00	14,708.00	140,095.00		140,095.00-
Department number:	STREET PROJECTS		1,679,379.52	21,705.15	1,983,035.81		1,983,035.81-

Fund: 871 GENERAL CAP PROJ FUND #2 Department: 55 PARKS AND RECREATION Program: 1 RECREATION CENTER EXPANSION
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-6726-55-01	ENGINEERING FEES		90,821.90		118,641.18		118,641.18-
871-6728-55-01	CONSTRUCTION COSTS		4,808,000.00		4,808,000.00		4,808,000.00-
871-6730-55-01	ENVIRONMENTAL AND TESTING		18,965.00		18,965.00		18,965.00-
Subtotal:			4,917,786.90		4,945,606.18		4,945,606.18-
Program number:	1 RECREATION CENTER EXPANSION		4,917,786.90		4,945,606.18		4,945,606.18-

Fund: 871 GENERAL CAP PROJ FUND #2 Department: 55 PARKS AND RECREATION Program: 2 LE PARK IMPROVEMENTS PH I&II
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-6728-55-02	CONSTRUCTION COSTS		26,576.50		26,576.50		26,576.50-
Subtotal:			26,576.50		26,576.50		26,576.50-
Program number:	2 LE PARK IMPROVEMENTS PH I&II		26,576.50		26,576.50		26,576.50-

Fund: 871 GENERAL CAP PROJ FUND #2 | Department: 55 PARKS AND RECREATION | Program: 3 LE PARKS - BEARD
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-6726-55-03	ENGINEERING FEES		12,024.49		14,039.49		14,039.49-
871-6728-55-03	CONSTRUCTION COSTS	36,470.00	202,724.70	145,586.93-	420,147.37	1,152.036	383,677.37-
871-6729-55-03	ROW AND EASEMENTS	20,000.00					20,000.00
871-6730-55-03	ENVIRONMENTAL AND TESTING				4,018.74		4,018.74-
Subtotal:		56,470.00	214,749.19	145,586.93-	438,205.60	775.997	381,735.60-
Program number:	3 LE PARKS - BEARD	56,470.00	214,749.19	145,586.93-	438,205.60	775.997	381,735.60-

Fund: 871 GENERAL CAP PROJ FUND #2 Department: 55 PARKS AND RECREATION Program: 4 LAKEFRONT TRAIL IMPROVEMENTS
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-6725-55-04	ADMINISTRATIVE EXPENSES		945.75		1,943.25		1,943.25-
871-6726-55-04	ENGINEERING FEES		51,784.40	5,178.44	105,195.05		105,195.05-
871-6729-55-04	ROW AND EASEMENTS				15,000.00		15,000.00-
Subtotal:			52,730.15	5,178.44	122,138.30		122,138.30-
Program number:	4 LAKEFRONT TRAIL IMPROVEMENTS		52,730.15	5,178.44	122,138.30		122,138.30-

Fund: 871 GENERAL CAP PROJ FUND #2 Department: 55 PARKS AND RECREATION Program: 5 NAVO ROAD
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-6726-55-05	ENGINEERING FEES	168,994.00		13,930.00	8.243		155,064.00
871-6728-55-05	CONSTRUCTION COSTS		1,890,537.37	2,679,677.42			2,679,677.42-
871-6729-55-05	ROW AND EASEMENTS			104,916.73			104,916.73-
871-6730-55-05	ENVIRONMENTAL AND TESTING		19,417.99	23,970.00			23,970.00-
Subtotal:		168,994.00	1,909,955.36	2,822,494.15	1,670.174		2,653,500.15-
Program number:	5 NAVO ROAD	168,994.00	1,909,955.36	2,822,494.15	1,670.174		2,653,500.15-

Fund: 871 GENERAL CAP PROJ FUND #2 Department: 55 PARKS AND RECREATION Program: 7 FM 423 EAST TRAIL
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
871-6726-55-07	ENGINEERING FEES		26,809.20		31,683.60		31,683.60-
871-6729-55-07	ROW AND EASEMENTS				400.00		400.00-
Subtotal:			26,809.20		32,083.60		32,083.60-
Program number:	7 FM 423 EAST TRAIL		26,809.20		32,083.60		32,083.60-
Department number:	PARKS AND RECREATION	225,464.00	7,148,607.30	140,408.49-	8,387,104.33	3,719.931	8,161,640.33-
Expenditures	Subtotal -----	225,464.00	8,862,399.65	118,703.34-	10,408,279.67	4,616.382	10,182,815.67-
Fund number:	871 GENERAL CAP PROJ FUND #2	643,911.00-	8,862,399.65	436,856.57-	9,451,319.28	-1,467.799	10,095,230.28-

Fund: 913 EASTSIDE(2)WATER IMPACT FEES Department: REVENUE Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
913-5445-00-00	IMPACT FEES/WATER/SEWER			20,294.00-	236,547.00-		236,547.00
Subtotal:				20,294.00-	236,547.00-		236,547.00
Program number:				20,294.00-	236,547.00-		236,547.00
Department number:	REVENUE			20,294.00-	236,547.00-		236,547.00
Revenues	Subtotal ----------			20,294.00-	236,547.00-		236,547.00

Fund: 913 EASTSIDE(2)WATER IMPACT FEES Department: 61 ELDORADO PKWY WATERLINE PROJ. Program:
Period Ending: 3/2016

Account	Description	Total Budget	Total Encumbrance	Current Month	YTD Total	% Of Total	Remaining Budget
913-8900-61-00	TRANSFER OUT	300,000.00					300,000.00
Subtotal:		300,000.00					300,000.00
Program number:		300,000.00					300,000.00
Department number:	ELDORADO PKWY WATERLINE P	300,000.00					300,000.00
Expenditures	Subtotal -----	300,000.00					300,000.00
Fund number:	913 EASTSIDE(2)WATER IMPACT FEE	300,000.00		20,294.00-	236,547.00-	-78.849	536,547.00

******* End of Report *********

Town Council Agenda Information Sheet

COUNCIL MEETING DATE:	May 3, 2016
PROJECT:	Final acceptance of Valencia Lift Station
DESCRIPTION:	Town Staff has performed inspection on Valencia Lift Station. All items identified on the punch-list have been completed. Town Staff has received a Bill Paid Affidavits, final Record Drawings, and Maintenance Bonds.
COST:	$0
FUNDING:	N/A
SCHEDULE:	N/A
RECOMMENDED ACTION:	Approve acceptance of Valencia Lift Station
TOWN CONTACT:	Kimberly Brawner, P.E. Town Engineer kbrawner@littleelm.org 214-975-0489
ATTACHMENTS:	N/A

KCK UTILITY CONSTRUCTION

1024 S. GREENVILLE AVE., SUITE 100
ALLEN, TEXAS 75002
(214) 547-9152 OFF - (214) 547-9163 FAX

BILLS PAID AFFIDAVIT

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared **Mackie Klingbeil**, known to me to be a credible person and officer of KCK Utility Construction., Inc., a Texas Corporation (hereinafter called "Contractor"), and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for the said Contractor, which has authorized me to make this affidavit, and all of the recitations herein are true and correct.

2. Pursuant to an agreement-dated **9/1/14** between **KCK Utility Construction, Inc., and Valencia on the Lake, L.P.** Contractor has supplied materials and performed labor in connection with the construction of improvements upon certain real property owned by the Owner in **Denton County, Texas**. Said improvements are more particularly described as **Sewer Improvements for Offsite Wastewater Major Improvements for Valencia PID – Little Elm, Texas (the "Improvements").**

3. Contractor has actual knowledge that all bills owed by Contractor to others for materials supplied or labor performed in connection with the Improvements have been fully paid and satisfied except for contractual retainage. Contractor does further warrant that should any claim or lien be filed for material supplied or labor performed by virtue of Contractor's participation in the construction of said Improvement, Contractor will immediately furnish a bond pursuant to Texas Property Code, Sections 53.236 through 53.238, for release of each such lien, and obtain settlement of any such liens and furnish Owner written full release of such liens. Should Contractor be unable to obtain such release,
Contractor agrees to fully indemnify and hold harmless the Owner for any and all costs they may incur by reason of such lie

EXECUTED this 20th day of January, 2016.

KCK UTILITY CONSTRUCTION, INC.

By: Mackie Klingbeil
Name: Mackie Klingbeil
Title: President

SUBSCRIBED AND SWORN TO BEFORE ME by the said **Mackie Klingbeil** On this the **20th** day of **January, 2016**, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas

My Commission Expires:

9-3-19

JAMES FISHER
Notary Public, State of Texas
Comm. Expires 09-03-2019
Notary ID 126234966

MAINTENANCE BOND

DUPLICATE ORIGINAL

Bond No. 2208765

KNOW ALL MEN BY THESE PRESENTS, That we, KCK Utility Construction, Inc., 1024 So. Greenville Avenue, Suite 100, Allen, TX 75002 (hereinafter called the "Principal") as Principal, and the North American Specialty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire and duly licensed to transact business in the State of Texas (hereinafter called the "Surety"), as Surety are held and firmly bound unto Town of Little Elm, 100 W. El Dorado Pkwy., Little Elm, TX 75068 (hereinafter called the "Obligee"), in the sum of Seventy-six Thousand One Hundred Eighty-eight And 93/100THS ($ 76,188.93) for the payment of which are well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 19th day of January, 2016

THE CONDITION OF THIS OBLIGATION is such, that WHEREAS, the said Principal has heretofore entered into a contract with Valencia on the Lake L.P., 1221 N. IH-35E, Carrollton, TX 75006 dated 2/3/2014, for Off-Site Wastewater Major Improvements for Valencia PID, 1700 Serra Lane, Little Elm, TX 75068 : Improvements to Public Sewer

WHEREAS, the obligee has requested that said work be guaranteed against failure because of defective workmanship or material, performed or furnished by said principal for a period of 2 years from date of completion and acceptance, normal wear and tear excepted.

NOW THEREFORE, if the said Principal shall indemnify and save harmless the obligee against loss or damage occasioned directly by the failure of said materials or workmanship, then this obligation to be void, otherwise to remain in full force and effect. It is understood, however, that this bond shall not include loss or damage by failure of workmanship or materials due to hurricane, cyclone, tornado, earthquake, volcanic eruption or any similar disturbance of nature, nor military, naval or usurped power, insurrection, riot or civil commotion, nor any act of God.

It is further understood and agreed that the total liability of the surety under this bond shall in no event exceed the sum of Seventy-six Thousand One Hundred Eighty-eight And 93/100THS Dollars.

No right of action shall accrue upon or by reason of this obligation, to or for the use or benefit of any person, firm or corporation, other than the obligee herein named.

KCK Utility Construction, Inc.
Principal
By: Machie Klingbeil

North American Specialty Insurance Company
Surety
By: Andrea Rose Crawford
Andrea Rose Crawford Attorney-in-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

SAMMY JOE MULLIS, JR., JOHN WILLIAM NEWBY, CHERI LYNN IRBY, WILBERT RAYMOND WATSON,
CAROLYN J. GOODENOUGH, MICHAEL L. TULLIS, SANDRA LEE RONEY, DEBRA LEE MOON, ANDREA ROSE CRAWFORD,
MARY JO ZAKRZEWSKI, JAMES B ROGERS JR., TROY RUSSELL KEY, and JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 20th day of January, 2016.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 20th day of January, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M KENNY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/04/2017

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of January, 2016.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

North American Specialty Insurance Company
Washington International Insurance Company

TEXAS CLAIMS INFORMATION

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President – Claims at 1-800-338-0753**

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company** at the following address:

475 N. Martingale Road
Suite 850
Schaumburg, IL 60173

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the **Texas Department of Insurance**:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company.** If the dispute is not resolved, you may contact the **Texas Department of Insurance.**

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President – Claims, al 1-800-338-0753**

Usted puede llamr al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company** al:

475 N. Martingale Road
Suite 850
Schaumburg, IL 60173

Puede escribir al **Departmento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al **Departmento de Seguros de Texas**:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el **Departmento de Seguros de Texas.**

UNA ESTE AVISO A SU POLIZA
Este aviso es solo para proposito de infromacion y no se converte en parte o condicion del documento adjunto.

Town Council Agenda Information Sheet

COUNCIL MEETING DATE:	May 3, 2016
PROJECT:	Final acceptance of Valencia Off-site Sewer
DESCRIPTION:	Town Staff has performed inspection on Valencia Off-site Sewer. All items identified on the punch-list have been completed. Town Staff has received a Bill Paid Affidavits, Final Record Drawings, and Maintenance Bonds.
COST:	$0
FUNDING:	N/A
SCHEDULE:	N/A
RECOMMENDED ACTION:	Approve acceptance of Valencia Off-site Sewer
TOWN CONTACT:	Kimberly Brawner, P.E. Town Engineer kbrawner@littleelm.org 214-975-0489
ATTACHMENTS:	N/A

KCK UTILITY CONSTRUCTION

1024 S. GREENVILLE AVE., SUITE 100
ALLEN, TEXAS 75002
(214) 547-9152 OFF - (214) 547-9163 FAX

BILLS PAID AFFIDAVIT

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared **Mackie Klingbeil**, known to me to be a credible person and officer of KCK Utility Construction., Inc., a Texas Corporation (hereinafter called "Contractor"), and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for the said Contractor, which has authorized me to make this affidavit, and all of the recitations herein are true and correct.

2. Pursuant to an agreement-dated **9/1/14** between **KCK Utility Construction, Inc., and Valencia on the Lake, L.P.** Contractor has supplied materials and performed labor in connection with the construction of improvements upon certain real property owned by the Owner in **Denton County, Texas**. Said improvements are more particularly described as **Sewer improvements for Off-site Wastewater Major Improvements for Valencia PID – Little Elm, Texas (the "Improvements").**

3. Contractor has actual knowledge that all bills owed by Contractor to others for materials supplied or labor performed in connection with the Improvements have been fully paid and satisfied except for contractual retainage. Contractor does further warrant that should any claim or lien be filed for material supplied or labor performed by virtue of Contractor's participation in the construction of said Improvement, Contractor will immediately furnish a bond pursuant to Texas Property Code, Sections 53.236 through 53.238, for release of each such lien, and obtain settlement of any such liens and furnish Owner written full release of such liens. Should Contractor be unable to obtain such release,
Contractor agrees to fully indemnify and hold harmless the Owner for any and all costs they may incur by reason of such lie

EXECUTED this 20th day of January, 2016.

KCK UTILITY CONSTRUCTION, INC.

By: Mackie Klingbeil
Name: Mackie Klingbeil
Title: President

SUBSCRIBED AND SWORN TO BEFORE ME by the said **Mackie Klingbeil** On this the **20th** day of **January, 2016**, to certify which witness my hand and seal of office.

James
Notary Public in and for the State of Texas

My Commission Expires:

9-3-19

363 James Fisher
Notary Public,
State of Texas
Expires: 09/03/2019

KCK UTILITY CONSTRUCTION
1024 S. GREENVILLE AVE., SUITE 100
ALLEN, TEXAS 75002
(214) 547-9152 OFF - (214) 547-9163 FAX

Invoice

Date	Estimate #
1/13/2016	BOND

TO: VALENCIA ON THE LAKE L.P.
ATTN: JIM BELL
1221 N. IH-35E
CARROLLTON, TEXAS 75006
PHONE: 972-979-8477 **EMAIL:** jrb2tx@aol.com
jfinch@scarboroughlanedevelopment.com
abarraza@petittbarraza.com
jlee@petittbarraza.com

PROJECT: OFF-SITE WASTEWATER MAJOR IMPROVEMENTS FOR VALENCIA PID
CITY: DENTON COUNTY, TEXAS
KCK JOB #: 723-14
OWNER JOB #:

OFFSITE SEWER IMPROVEMENTS

ITEM #	CONTRACT QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL CONTRACT	UNITS TO DATE	TOTAL TO DATE	CURRENT MONTH UNITS	CURRENT MONTH TOTAL
1	3.5	AC	CLEARING & GRUBBING	$ 2,000.00	$ 7,000.00	3.50	$ 7,000.00	-	$ -
2	20	LF	8" PVC SDR-26 SEWER	27.30	546.00	20.00	546.00	-	-
3	2340	LF	15" PVC SDR-26 SEWER	43.55	101,907.00	2,340.00	101,907.00	-	-
4	5380	LF	10" PVC SDR-18 (ASTM D-2241) FORCE MAIN	30.50	164,090.00	5,380.00	164,090.00	-	-
5	80	LF	CONC ENC	30.00	2,400.00	80.00	2,400.00	-	-
6	1	EA	2" COMB AIR RELEASE VALVE	4,960.00	4,960.00	1.00	4,960.00	-	-
7	1	EA	4' DIA MANHOLE W/RAIN PANS INTEGRATED	2,920.00	2,920.00	1.00	2,920.00	-	-
8	12	EA	5' DIA MANHOLE W/RAIN PANS INTEGRATED	4,765.00	57,180.00	12.00	57,180.00	-	-
9	2	EA	CONN TO EXISTING SEWER	890.00	1,780.00	2.00	1,780.00	-	-
10	29	EA	ELECTRONIC MARKING SYSTEM (EMS BALL MARKERS	30.00	870.00	29.00	870.00	-	-
11	2360	LF	TESTING GRAVITY LINE (EXCLUDIN(	1.00	2,360.00	2,360.00	2,360.00	-	-
12	5380	LF	TESTING FORCE MAIN (EXCLUDING GEOTECH)	0.50	2,690.00	5,380.00	2,690.00	-	-

13	7980	LF	SILT FENCE	2.20	17,556.00	7,980.00	17,556.00	-		-
14	3.5	AC	SEED DISTRUBED AREA	2,200.00	7,700.00	3.50	7,700.00	-		-
15	13	EA	VACUUM TESTING MANHOLE	165.00	2,145.00	13.00	2,145.00	-		-
16	7740	LF	TRENCH SAFETY	0.10	774.00	7,740.00	774.00	-		-
17	1	LS	LIFT STATION & APPURTENANCES	220,000.00	220,000.00	1.00	220,000.00	-		-
18	1	LS	WET WELL & APPURTENANCES	158,400.00	158,400.00	1.00	158,400.00	-		-
					$ 755,278.00		**$ 755,278.00**		**$**	**-**

CHANGE ORDER NO.1 CHANGES FROM CONTRACT PLANS & QUANTITIES DATED 1-10-14 TO APPROVED STAMPED PLANS DATED 8-6-14

2	-20	LF	8" SDR26 SEWER	$ 27.30	$ (546.00)	(20.00)	$ (546.00)	-	$	-
ADD	20	LF	12" SDR26 SEWER	36.00	720.00	20.00	720.00	-		-
7	-1	EA	4' DIA MANHOLE W/ RAIN PANS	2,920.00	(2,920.00)	(1.00)	(2,920.00)	-		-
8	-4	EA	5' DIA MANHOLE W/ RAIN PANS	4,765.00	(19,060.00)	(4.00)	(19,060.00)	-		-
ADD	2	EA	5' DIA MANHOLE W/ VENT	7,350.00	14,700.00	2.00	14,700.00	-		-
15	-2	EA	VACUUM TESTING MANHOLE	165.00	(330.00)	(2.00)	(330.00)	-		-
					$ (7,436.00)		**$ (7,436.00)**		**$**	**-**

CHANGE ORDER NO.2 DELETE FENCE FROM LIFT STATION CONTRACT - TO BE DONE BY OTHERS - PER JAKE FINCH

NEW	-1	LS	DELETE FENCE FROM LINE ITEM #17	$ 8,000.00	$ (8,000.00)	(1.00)	$ (8,000.00)	-	$	-
					$ (8,000.00)		**$ (8,000.00)**		**$**	**-**

CHANGE ORDER NO.3 PER REVISED PLANS DATED 11-6-14 AND AN EMAIL FROM JAKE FINCH ON 11-20-14 ADDING 33 LF OF 12" SEWER CONNECTING TO LH LACY'S LINE

2	33	LF	12" PVC SDR-26 SEWER	$ 45.83	$ 1,512.39	33.00	$ 1,512.39	-	$	-
6	1	EA	2" COMBO AIR RELEASE VALVE	4,960.00	4,960.00	1.00	4,960.00	-		-
7	1	EA	5' DIA MANHOLE W/VENT	7,350.00	7,350.00	1.00	7,350.00	-		-
8	-1	EA	5' DIA MANHOLE W/RAIN PAN	4,765.00	(4,765.00)	(1.00)	(4,765.00)	-		-
NEW	8	LF	RAVENCOAT MH AT STA. 24+36.52 LINE OS-1	225.00	1,800.00	8.00	1,800.00	-		-
					$ 10,857.39		**$ 10,857.39**		**$**	**-**

CHANGE ORDER NO.4	**REVISIONS TO LIFT STATION PER PLANS DATED 11-13-14 AND RECEIVED 4-17-15 AT ONSITE PRE-CON FOR LIFT STATION**									
ADD	1	LS	ELECTRICAL FOR ODOR CONTROL UNIT	$ 2,100.00	$ 2,100.00	1.00	$ 2,100.00	-	$	-
ADD	1	LS	LIGHTING CONTACTOR	2,200.00	2,200.00	1.00	2,200.00	-		-
ADD	1	LS	ALUMINUM LIGHT POLE WITH LED FIXTURE	1,900.00	1,900.00	1.00	1,900.00	-		-
					$ 6,200.00		**$ 6,200.00**		**$**	**-**
CHANGE ORDER NO.5	**RAISE 2 5' DIA MH'S AT STA 9+95.84 & 12+15.84 LINE OS-1**									
ADD	2	EA	RAISE 5' DIA MH UP 5' TO GRADE	$ 2,495.00	$ 4,990.00	2.00	$ 4,990.00	-	$	-
					$ 4,990.00		**$ 4,990.00**		**$**	**-**

ORIGINAL CONTRACT TOTAL	$ 755,278.00
REVISED CONTRACT TOTAL	$ 761,889.39
TOTAL COMPLETED TO DATE	$ 761,889.39
LESS RETAINAGE @ 10%	$ 76,188.94
SUBTOTAL	$ 685,700.45
LESS PREVIOUS PAYMENTS	$ 685,700.45
TOTAL DUE	$ 0.00

SDV-14-00637
Valencia PH1
OFF SITE WASTE/ WATER

MAINTENANCE BOND

Bond No. 2208765

KNOW ALL MEN BY THESE PRESENTS, That we, KCK Utility Construction, Inc., 1024 So. Greenville Avenue, Suite 100, Allen, TX 75002 (hereinafter called the "Principal") as Principal, and the North American Specialty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire and duly licensed to transact business in the State of Texas (hereinafter called the "Surety"), as Surety are held and firmly bound unto Town of Little Elm, 100 W. El Dorado Pkwy., Little Elm, TX 75068 (hereinafter called the "Obligee"), in the sum of Seventy-six Thousand One Hundred Eighty-eight And 93/100THS ($ 76,188.93) for the payment of which are well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 19th day of January, 2016

THE CONDITION OF THIS OBLIGATION is such, that WHEREAS, the said Principal has heretofore entered into a contract with Valencia on the Lake L.P., 1221 N. IH-35E, Carrollton, TX 75006 dated 2/3/2014, for Off-Site Wastewater Major Improvements for Valencia PID, 1700 Serra Lane, Little Elm, TX 75068 : Improvements to Public Sewer

WHEREAS, the obligee has requested that said work be guaranteed against failure because of defective workmanship or material, performed or furnished by said principal for a period of 2 years from date of completion and acceptance, normal wear and tear excepted.

NOW THEREFORE, if the said Principal shall indemnify and save harmless the obligee against loss or damage occasioned directly by the failure of said materials or workmanship, then this obligation to be void, otherwise to remain in full force and effect. It is understood, however, that this bond shall not include loss or damage by failure of workmanship or materials due to hurricane, cyclone, tornado, earthquake, volcanic eruption or any similar disturbance of nature, nor military, naval or usurped power, insurrection, riot or civil commotion, nor any act of God.

It is further understood and agreed that the total liability of the surety under this bond shall in no event exceed the sum of Seventy-six Thousand One Hundred Eighty-eight And 93/100THS Dollars.

No right of action shall accrue upon or by reason of this obligation, to or for the use or benefit of any person, firm or corporation, other than the obligee herein named.

KCK Utility Construction, Inc.
Principal

By: _____

North American Specialty Insurance Company
Surety

By: _____
Andrea Rose Crawford Attorney-in-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

SAMMY JOE MULLIS, JR., JOHN WILLIAM NEWBY, JULIE STORM, CHERI LYNN IRBY, WILBERT RAYMOND WATSON, CAROLYN J. GOODENOUGH, MICHAEL L. TULLIS, SANDRA LEE RONEY, DEBRA LEE MOON, ANDREA ROSE CRAWFORD, MARY JO ZAKRZEWSKI, JAMES B JR ROGERS, TROY RUSSELL KEY, and DAVID MICHAEL LAYMAN JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of July, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of July, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M KENNY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/04/2017

_____
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of January, 2016.

_____
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

North American Specialty Insurance Company
Washington International Insurance Company

TEXAS CLAIMS INFORMATION

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President – Claims at 1-800-338-0753**

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company** at the following address:

475 N. Martingale Road
Suite 850
Schaumburg, IL 60173

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the **Texas Department of Insurance**:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company.** If the dispute is not resolved, you may contact the **Texas Department of Insurance.**

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President – Claims, al 1-800-338-0753**

Usted puede llamr al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company** al:

475 N. Martingale Road
Suite 850
Schaumburg, IL 60173

Puede escribir al **Departmento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al **Departmento de Seguros de Texas**:

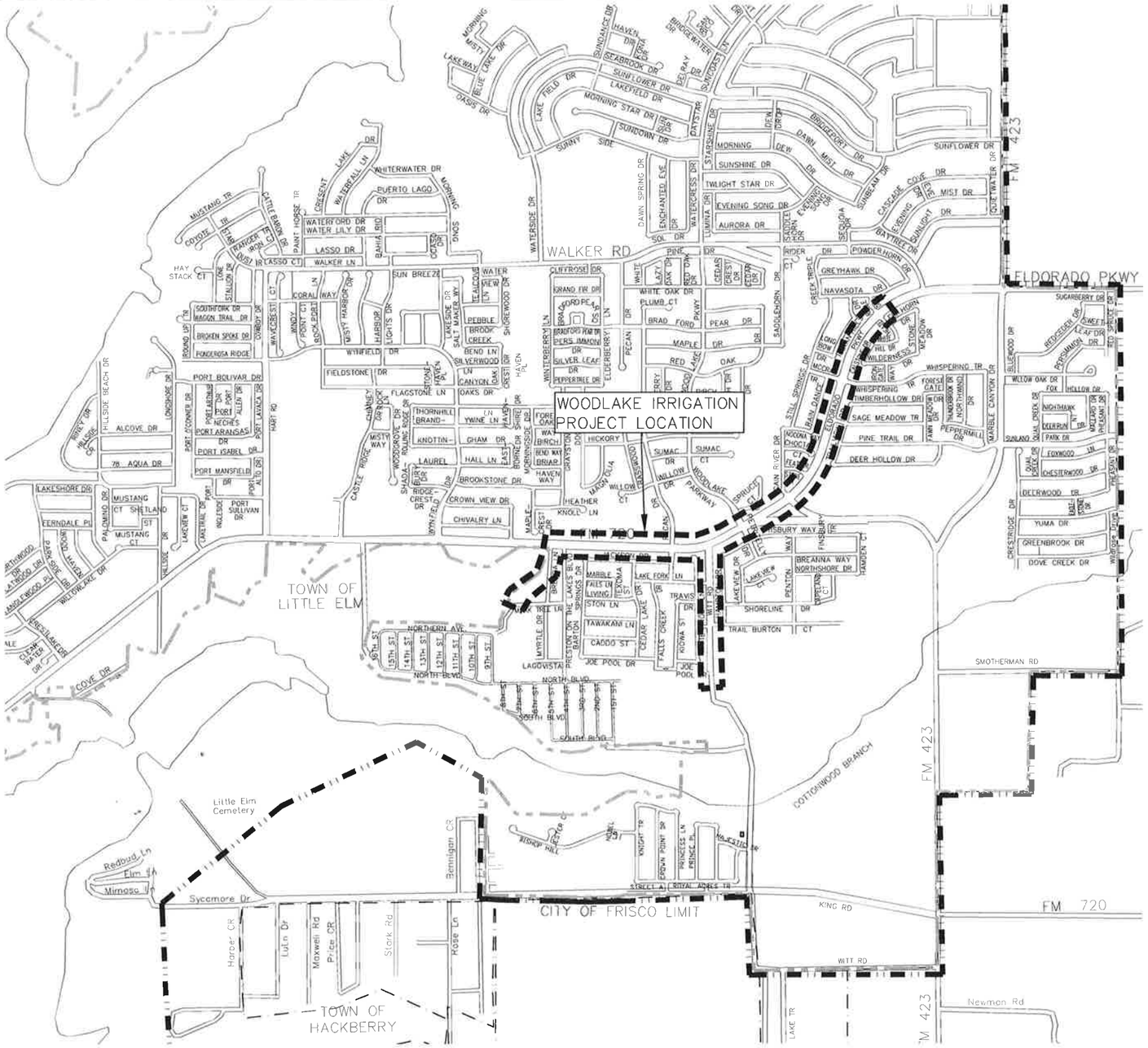
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el **Departmento de Seguros de Texas.**

UNA ESTE AVISO A SU POLIZA
Este aviso es solo para proposito de infromacion y no se converte en parte o condicion del documento adjunto.

Town Council Agenda Information Sheet

COUNCIL MEETING DATE:	May 3, 2016
PROJECT:	Final acceptance of Woodlake Irrigation
DESCRIPTION:	Town Staff has performed an inspection on the Woodlake Irrigation project. All items identified on the punch-list have been finished and this project is complete. Town Staff has received an affidavit of bills, final as-built record drawing, and a maintenance bond from the contractor.
COST:	$0
FUNDING:	N/A
SCHEDULE:	N/A
RECOMMENDED ACTION:	Approve acceptance of Woodlake Irrigation
TOWN CONTACT:	Kimberly Brawner, P.E. Town Engineer kbrawner@littleelm.org 214-975-0489
ATTACHMENTS:	N/A



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800 400 0 800 1600

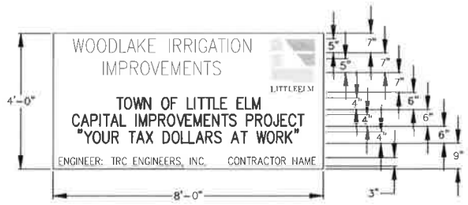
SCALE : 1" = 800'

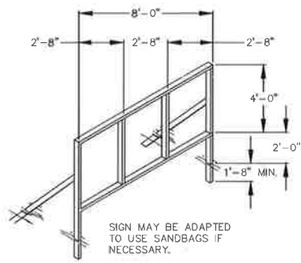
WOODLAKE IRRIGATION IMPROVEMENTS

LITTLE ELM

TOWN OF LITTLE ELM
CAPITAL IMPROVEMENTS PROJECT
"YOUR TAX DOLLARS AT WORK"

ENGINEER: TRC ENGINEERS, INC. CONTRACTOR NAME





SIGN MAY BE ADAPTED TO USE SANDBAGS IF NECESSARY.

SPECIFICATIONS:

1. SIGN PANEL – 1/2" LAMINATED DUOLOX MASONITE OR 1/2" MARINE PLYWOOD
2. FRAME – 2" X 4" STOCK
3. FRAME TO BE PAINTED "WHITE"
4. PAINT BACKGROUND OF SIGN "WHITE"
5. PAINT MESSAGE OF SIGN "BLUE"
6. ALL PAINT TO BE EXTERIOR GRADE
7. CONTRACTOR SHALL PLACE SIGN(S) AS DIRECTED BY THE OWNER AND WILL PROPERLY MAINTAIN THE SIGN(S) DURING CONSTRUCTION.
8. QUANTITY OF SIGNS REQUIRED: 2

PROJECT SIGN DETAIL

N.T.S.

NOTES:

1. CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE OWNER FOR THE RELOCATION OF ALL UTILITIES AND ALL DRIVEWAY CROSSINGS. CONTRACTOR TO RESTORE DRIVEWAY CROSSINGS AS RAPIDLY AS POSSIBLE. ASPHALT AND GRAVEL DRIVEWAYS TO BE REMOVED AND REPLACED TO EQUAL OR BETTER CONDITION. CONCRETE DRIVEWAYS TO BE BORED UNLESS OTHERWISE NOTED ON PLANS.
2. ALL CULVERTS SHALL BE REMOVED AND REINSTALLED TO THEIR EXISTING OR BETTER CONDITION UNLESS OTHERWISE NOTED ON PLANS. ANY DAMAGE TO EXISTING CULVERTS SHALL BE PAID FOR BY THE CONTRACTOR.
3. ALL TRENCHES SHALL BE SHORED OR BRACED IN ACCORDANCE WITH CURRENT OSHA REGULATIONS.
4. DURING CONSTRUCTION, THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PREVENT DAMAGE TO TREES, PROPERTY OWNERS' LANDSCAPING, AND IRRIGATION. ANY LANDSCAPING/IRRIGATION DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR SHALL PROVIDE AN EROSION CONTROL/SWPPP PLAN IN THE CONSTRUCTION AREA AS REQUIRED AND IS RESPONSIBLE FOR COMPLIANCE WITH ALL STATE AND FEDERAL REGULATIONS.
6. PIPE EMBEDMENT SHALL CONFORM WITH EMBEDMENT DETAIL AS SHOWN ON THE DETAIL SHEET.
7. TRAFFIC BARRICADES AND WARNING SIGNS WILL BE REQUIRED ALONG ALL PROPOSED CONSTRUCTION IN TOWN STREETS. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TMUTCD.
8. POWER POLES TO BE BRACED AT CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL NOTIFY/COORDINATE WITH THE APPROPRIATE UTILITY COMPANY.
9. CONTRACTOR TO CONTACT DIG-TESS 48 HOURS PRIOR TO BEGINNING CONSTRUCTION (1-800-DIG-TESS). CONTRACTOR SHALL MAINTAIN A CALL LOG OF CALLS TO DIG-TESS, AND PROVIDE A COPY TO THE OWNER AS REQUIRED.
10. REMOVE AND REPLACE EXISTING FENCES AS NECESSARY. THE REQUIRED REMOVAL OF ANY TREES, SHRUBS, OR SMALL STRUCTURES SHALL BE SUBSIDIARY TO THE TOTAL COST OF THE PROJECT. TEMPORARY FENCING SHALL BE PROVIDED BY THE CONTRACTOR, AS REQUIRED, AND IS NOT A DIRECT PAY ITEM. LIVESTOCK SHALL BE CONTROLLED AND PREVENTED FROM INJURY BY THE USE OF SUITABLE TEMPORARY FENCING. ALL FENCE REPLACEMENT SHALL MEET THE CURRENT TOWN OF LITTLE ELM STANDARDS.
11. CONTRACTOR SHALL NOTIFY THE PROPERTY OWNER AND TOWN OF LITTLE ELM PRIOR TO REMOVAL OF ANY TREES OR SHRUBS. ANY REMOVAL/TRIMMING OF EXISTING TREE BRANCHES AND THE CLEARING OF BRUSH FOR PROPER INSTALLATION SHALL BE SUBSIDIARY TO THE CONSTRUCTION COST.
12. ALL PROPERTY OWNERS AFFECTED BY CONSTRUCTION SHALL, AT ALL TIMES, BE INFORMED AND UPDATED WITH THE PROGRESS AND SCHEDULE OF CONSTRUCTION. ACCESS TO INDIVIDUAL DRIVEWAYS SHALL BE MAINTAINED, WHENEVER FEASIBLE, FOR THE DURATION OF THE PROJECT.
13. CONTRACTOR SHALL PROVIDE TEMPORARY MAIL BOXES LOCATED AS CLOSE TO THE PROPERTY AS IS PRACTICAL. THERE MAY BE INSTANCES WHERE A GROUP OF MAIL BOXES ARE TEMPORARILY CLUSTERED TOGETHER AT THE END OF THE STREET BLOCK. COST FOR PROVIDING TEMPORARY MAIL BOXES WILL NOT BE A SEPARATE PAY ITEM, BUT SHALL BE CONSIDERED SUBSIDIARY TO OTHER PAY ITEMS FOR THIS PROJECT.
14. DURING CONSTRUCTION, THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PREVENT DAMAGE TO EXISTING STREETS AND CURBS. ANY PAVEMENT DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE
15. ALL EXCAVATED MATERIAL NOT USED IN BACKFILLING WILL BE DISPOSED OF BY THE CONTRACTOR AT A SITE OBTAINED BY THE CONTRACTOR AND APPROVED BY THE OWNER. DISPOSAL OF EXCAVATED MATERIALS SHALL BE IN ACCORDANCE WITH ALL TCEQ RULES AND REGULATIONS.
16. ALL EXISTING SMALL SIGNS AND MAILBOXES TO BE REMOVED, STORED AND RELOCATED ADJACENT TO NEW PAVEMENT AND SHALL BE SUBSIDIARY TO THE CONSTRUCTION COST. NO SEPARATE PAY.

LEGEND

- TOWN OF LITTLE ELM CITY LIMIT
- TOWN OF LITTLE ELM ETJ

DATE	REVISION	NO.	

DESIGN BY: JTHOMAS
DRAWN BY: DSAMS
CHECKED BY: KPERRY
SCALE: 1" = 800'
JOB NUMBER: 199575

TRC
TRC ENGINEERS, INC.
700 HIGHLAND ROAD, SUITE 210, HAMILTON, TEXAS 76531
T.B.P.E. FIRM REGISTRATION # F-8532
(817) 522 - 1000

STATE OF TEXAS
JUSTIN THOMAS
98403
LICENSED
PROFESSIONAL
ENGINEER
5-6-2014

TOWN OF LITTLE ELM, TEXAS
WOODLAKE IRRIGATION IMPROVEMENTS
LOCATION MAP

LITTLE ELM

SHEET
2 OF 21

FEBRUARY 2014

F:\WORK IN PROGRESS\LITTLE ELM\199575 WOODLAKE IRRIGATION PROJECT\DRAWINGS\LOCATION MAP.DWG - JJ8/14

Bond # 1011807

SECTION 00620
MAINTENANCE BOND

STATE OF TEXAS §

COUNTY OF §

THAT Quality Excavation, Ltd. as principal and Mid-Continent Casualty Company a corporation organized under the laws of Ohio as sureties, said sureties being authorized to do business in the State of Texas, do hereby expressly acknowledge themselves to be held and bound to pay unto the Town of Little Elm (OWNER), a municipal corporation, the sum of Ninety Four Thousand Three Hundred Forty Eight and 40/100 dollars ($ 94,348.40) (10% of contract amount) for the payment of which sum will and truly to be made unto said OWNER, and its successors, said principal and sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that whereas said Quality Excavation, Ltd (Contractor) has this day entered into a written contract with the said OWNER to build and construct Woodlake Irrigation Improvements which contract and the plans and specifications therein mentioned adopted by the OWNER, are hereby expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of Two (2) Year from the date of acceptance, and to do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of the same, or on account of any breaking of the same caused by the said Contractor, in laying or building the same, or on account of any defect arising in any of said part of said work laid or contracted by the said Contractor, or on account of improper excavation or backfilling; it begin understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by the said Contractor; and in case the said Contractor shall fail to do, it is agreed that the OWNER may do said work and supply such materials, and charge the same against the said Contractor and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidated damages mentioned in said contract for each days failure on its part to comply with the terms of the said provisions of said contract;

NOW, THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of Two (2) Year, as provided, then these presents shall be null and void and have no further effect, but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said OWNER shall have and recover from the Contractor and its sureties damages in the premises, as provide, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon and that successive recoveries may be had hereon for successive branches until

the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected form any cause during said time.

IN WITNESS WHEREOF, the said Mid-Continent Casualty Company has caused these presents to be executed by _____ and the said _____ has hereunto set his hand this the 11th day of June, 2014

Quality Excavation, LTD

Principal

By: Osa Grison

Name: Osa Grison

Title: Pres - DPS

Address: 958 Highway 377, Ste 200
Aubrey, TX 76227

Mid-Continent Casualty Company

Surety

By: Jennifer Picchi

Name: Jennifer Picchi

Title: Attorney-in-Fact

Address: P.O. BOX 1409
Tulsa, OK 74101

The name and address of the Resident Agent of Surety is:

Name: Steven W. Lewis
PCL Contract Bonding Agency

Address: 3010 LBJ Freeway, Ste 920
Dallas, TX 75234

Executed 6 originals

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT: Woodlake Irrigation Improvements
(name, address) Little Elm, TX
TO (Owner)

Town of Little Elm

100 West Eldorado Parkway

Little Elm, Texas 75068

CONTRACT FOR: Woodlake Irrigation Improvements

Contract Date: 06/30/2014

CONTRACTOR: Quality Excavation, Ltd.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

Mid-Continental Casualty Company
P.O. Box 1409, Tulsa, OK 74101

, SURETY COMPANY,

on bond of (here insert name of Contractor)

Quality Excavation, Ltd.
5700 Highway 377, Aubrey, TX 76227

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Town of Little Elm
100 West Eldorado Parkway, Little Elm, TX 75068

, OWNER,

as set forth in the said Surety Company's bond, Bond No. 1011807
IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 15th day of July, 2015.

MID-CONTINENTAL CASUALTY COMPANY

Tonie Petranek

Signature of Authorized Representative

Tonie Petranek

Title Attorney-In-Fact

Attest: Trenae Donovan
(Seal) Trenae Donovan, Witness

NOTE: This form is to used as a companion document to AIA DOCUMENT G706, CONTRACTORS AFFIDAVIT OF PAYMENT AND DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT G707 · CONSENT OF SURETY COMPANY TO FINAL PAYMENT · APRIL 1970 EDITION · AIA®
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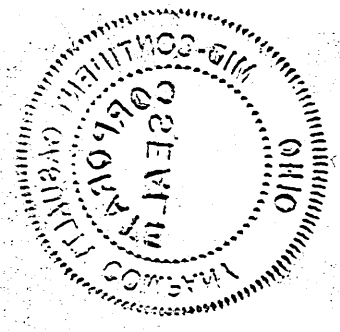
ONE PAGE



MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Trenae Donovan, Clem F. Lesch, Eric Lesch, Steven W. Lewis, Tonie Petranek and Jennifer Picchi, all of IRVING, TX

IN WITNESS WHEREOF, the **MID-CONTINENT CASUALTY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20 day of May , 2015

MID-CONTINENT CASUALTY COMPANY CORPORATE SEAL OHIO

ATTEST: Sharon Hackl

SHARON HACKL Secretary

MID-CONTINENT CASUALTY COMPANY

Todd Bazata

TODD BAZATA VICE PRESIDENT

On this 20 day of May , 2015 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

JULIE CALLAHAN NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA WAGONER COUNTY

Commission # 11008253

My Commission Expires: 09-08-15

Julie Callahan

JULIE CALLAHAN Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

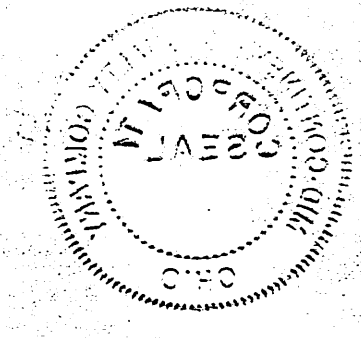
Signed and sealed this 15th day of July, 2015

MID-CONTINENT CASUALTY COMPANY CORPORATE SEAL OHIO

Sharon Hackl

SHARON HACKL Secretary

VOID IF BOX IS EMPTY



LITTLE ELM

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

Town Council Agenda-Consent — May 3, 2016

PROJECT

FY 2016 Concrete Leveling and Stabilization Program

BACKGROUND

The Public Works Department has used Nortex Concrete Lift and Stabilization (Nortex) since entering into an Interlocal agreement with City of Grand Prairie on May 13, 2010. The City of Grand Prairie approved the final extension to their existing contract with Nortex as part of a Request for Bid (RFB) #12001 and is in full effect until November 1, 2016.

Nortex has completed the Town's concrete leveling and stabilization since 2010 saving thousands of dollars lifting and stabilizing road surfaces instead of the typical replacement. This process has shown to be a very successful addition to our street maintenance measures helping to reduce costs and road closures associated with concrete replacement.

Town Staff proposes to contract Nortex through an inter-local agreement with Grand Prairie, Texas. The contract was awarded by City of Grand Prairie Council for one year with four one year renewal options.

- Initial Term November 2, 2011 to November 1, 2012
- Year 2 November 2, 2012 to November 1, 2013
- Year 3 November 2, 2013 to November 1, 2014
- Year 4 November 2, 2014 to November 1, 2015
- Year 5 November 2, 2015 to November 1, 2016 (Final Year)

This year's per pound cost increased from $3.44 to $3.76.

The Town maintains an executed Interlocal Agreement with City of Grand Prairie. Texas law authorizes cooperative agreements to help save time and funding in developing specifications and duplication during the bidding process.

BUDGET IMPACT

Funding has been approved in this year's budget. In 2015 expenditures were approximately $125,000 with the expectation that purchases will remain at this level. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION

Staff recommends authorization to use the City of Grand Prairie cooperative contract with Nortex at the unit price listed ($3.76) for an amount not to exceed $125,000.

ATTACHMENTS

- Grand Prairie Amendment 4
- Form 1295 Signed
- Form 1295 Acknowledged

Initial:

Town Manager	☐	Finance	☐	Library	☐	HR	☐	Public Works	☐
Town Secretary	☐	Police	☐	Parks	☐	Fire	☐	Dev Services	☐

ID **5426**

Department:
Purchasing for Streets

Vendor Name:
Nortex Concrete Lift & Stabilization

Project Name:
12001 R4 Pavement Leveling Srv - Nortex - final renewal – Amendment 4

Work Order Number(s):

Account Number:
232010-01210101-63030

Contract Amount:
~~$313,709.25~~
$ 303,225.20

Implementation Date:
11/2/2015

Termination Date:
11/1/2016

City Council Appr. Date:
11/1/2011

Insurer A Name:
State Farm Mutual Auto Ins

Insurer A Expiration:
7/1/2016

Insurer B Name:
Admiral Ins Co

Insurer B Expiration:
11/9/2015

Insurer C Name:
RSUI Indemnity

Insurer C Expiration:
11/9/2015

Insurer D Name:
American Home Assurance AIG

Insurer D Expiration:
12/7/2015

Insurer E Name:

Insurer E Expiration:

Return Executed Copy To:
purchasing interoffice mail

Department Manager Signature:
Kathleen C. Mercer

Date:
October 22, 2015

City Attorney Signature:

Date:
10/23

City Manager/Deputy City Manager Signature:
for

Date:
10/26/15

City Secretary Signature:

Date:
10/26/15

AMENDMENT TO PRICE AGREEMENT CONTRACT
NON MONETARY CHANGE
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY", and **NORTEX CONCRETE LIFT & STABILIZATION** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide pavement leveling services per bid award resulting from vendor's response to RFB #12001, submitted by David Simpson on October 3, 2011; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling $1,334,675.00 if all extensions were exercised. This Contract was effective as of November 2, 2011, and was to terminate at midnight on November 1, 2012, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, the first of four available renewal options was executed on October 1, 2012 and extended the term of the contract through November 1, 2013. This renewal included a price re-determination which increased the contract by the sum of $10,484.00 for a total annual value of $277,419.00; and

WHEREAS, the second of four available renewal options was executed on September 25, 2013 and extended the term of the contract through November 1, 2014; and

WHEREAS, the third of four available renewal options was executed on August 12, 2014 and extended the term of the contract through November 1, 2015; and

WHEREAS, the above referenced agreement provides that VENDOR may request a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the final of the four available renewal options and extend the contract expiration to midnight on November 1, 2016 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in paragraph XVI of the original contract; and

2. The estimated annual amount to be paid to VENDOR by the CITY under such contract shall be increased by the sum of ~~$36,290.25,~~ 25,806.40 NT to reflect the price redetermination as described in Exhibit "A", making the total estimated annual amount to be paid to VENDOR under such contract ~~$313,709.25,~~ $303,225.20 NT to reflect the one year renewal; and

3. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the 26th day of October, 2015

CITY OF GRAND PRAIRIE, TEXAS

By: _____
Tom Cox, Deputy City Manager

ATTEST:

for _____
Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

_____
Donald R. Postell, City Attorney

NORTEX CONCRETE LIFT & STABILIZATION

By: _____
Printed Name: DAVID S. SIMPSON

Title: GM

Price Agreement Description	**Pavement Leveling Service**
Price Agreement Number	**#12001**
Start Date	**11/2/2011**
End Date	**11/1/2015**
Authorized 1 Year Amount	**$266,935.00**
Purchasing Contact	**Angi Mize x8262**

				NORTEX CONCRETE LIFT David Simpson simpsonskcm@yahoo.com 817-831-1240 Fort Worth, TX									
	Item	Qty	Unit	Price	Total	2012 Proposed Cost	New Total	$ inc over original	% inc over original	2015 Proposed Cost	New Total	$ inc over original	% inc over original
1	Pavement Leveling Services	80645	pound	$ 3.31	$ 266,934.95	$ 3.44	$ 277,418.80	$ 0.13	4%	$ 3.76	$ 303,225.20	$ 0.45	14%

GRAND PRAIRIE TEXAS
Dream Big ★ Play Hard

Annual Agreement Change Order Worksheet

12101 - Pavement Leveling Services with Nortex Concrete Lift

This Version Prepared	08/25/15	*Prepared as*	*EXHIBIT "A" to Amendment 4*
Original Annual Contract Value	**$ 266,935.00**	*Possible Contract Years*	**5**
25% Maximum Increase	$ 66,733.75	Original Max Potential Value	$1,334,675.00
Max Possible Annual Contract Value	$ 333,668.75	Revised Max Potential Value	$1,412,901.25

Dollar Value each on each Contract Term

Action Date	Contract Action	Initial Term	Renewal 1	Renewal 2	Renewal 3	Renewal 4
10/01/12	Renewal 1 price increase	$ -	$ 10,484.00	$ 10,484.00	$ 10,484.00	$ 10,484.00
09/25/13	Renewal 2 No Change	$ -	$ -	$ -	$ -	$ -
08/12/14	Renewal 3 price increase	$ -	$ -	$ -	$ -	$ -
08/25/15	Renewal 4	$ -	$ -	$ -	$ -	$ 25,806.40 ~~$ 36,290.25~~
	Percentage Change	0.00%	3.93%	3.93%	3.93%	17.52%
	Total of Changes	$ -	$ 10,484.00	$ 10,484.00	$ 10,484.00	$ ~~46,774.25~~ $ 36,290.40
	PREVIOUS TERM Annual Contract Value	**$ 266,935.00**	**$ 277,419.00**	**$ 277,419.00**		
	CURRENT TERM Annual Contract Value				**$ 277,419.00**	
	FUTURE TERM Annual Contract Value					$ ~~313,709.25~~

$ 303,225.20

NORTEX

Concrete Lift & Stabilization, Inc.

August 06, 2015

CITY OF GRAND PRAIRIE
318 W MAIN ST
GRAND PRAIRIE, TEXAS 75050

Angi Mize Purchasing Department
This effects Pavement Leveling Contract RFB#12001

As a result of continued increases in Labor and Material costs, NORTEX requests an increase in price by $0.32 per Lb for Polyurethane foam.

Material prices from our supplier NCFI Polyurethanes has increased $0.15 the past 4 years. (Price increases attached).

Compensation costs for Dallas/Fort Worth area for Wages, Salaries and Compensation have increased 5.1 percent in just the last 2 years. Request a price increase of $ 0.17 See attached Data from BLS.Gov

This will bring our Price per LB to $ 3.76

NORTEX remains committed to providing a Quality product, delivered with exceptional service throughout and after our contract period.

NORTEX appreciates your understanding and your valued continued business.

David S. Simpson
NORTEX GM

INVOICE **2692563**
DATE 1/23/12
ORDER # 2692550
LOC CSW

NCFI POLYURETHANES
Division of Bernhardt Manufacturing Company

Tel: 800-346-8229
Fax: 336-789-0504
www.ncfi.com

NCFI Mfg/SLC SPECIALTY PRODUCTS 1515 Carter St Mount Airy NC 27030

REMIT TO: BARNHARDT MANUFACTURING
PO Box 890616
Charlotte, NC 28289-0616

BILL TO: 22766

NORTEX CONCRETE LIFT AND STABILIZATION
PO BOX 4935
FT. WORTH TX 761640935

SHIP TO: 22766

TERMS	SALESMAN	ORDER DATE	SHIP DATE	DELIVERY DATE	CUSTOMER PO	FOB
2% 10 NET 30	DO BOYLES	1/23/12	1/23/12	1/23/12	DR#2638797-PLANO JOB	FREIGHT PREPAID AND ADD

ITEM	CUSTOMER ITEM	DESCRIPTION	UM	ORDER QTY	SHIP QTY	UNIT PRICE (USD)	BASE QTY	BASE PRICE (USD)	EXTENDED PRICE (USD)
A-24-003-TT	A-24-003-TT	ISOCYANATE	EA	4.00	4.00	$4,394.50	10,340.00	$1.70	$17,578.00
R-24-003-TT	R-24-003-TT	COBLOWN 4 PCF CONCRETE JACKING WET CON	EA	4.00	4.00	$3,791.00	8,920.00	$1.70	$15,164.00

CORRECTED DEBIT FOR PRICING ERROR - JOB PRICING

REF. INV.# 2638797 DATED: 11/3/11 &

CREDIT MEMO: # 2686603 DATED: 1/23/12

ADDITIONAL INSTRUCTIONS

BOL	CARRIER

SUB-TOTAL (USD)	TAX (USD)	DISCOUNT (USD)	INVOICE TOTAL (USD)
$32,742.00	$0.00	$0.00	$32,742.00

LATE PAYMENT FEES ARE 1.5% PER MONTH. PLEASE PAY BY THE DUE DATE

ORIGINAL - CUSTOMER COPY

INVOICE 2672331
DATE 8/6/15
ORDER # 114892
LOC CSW

NCFI POLYURETHANES
Division of Barnhardt Manufacturing Company

Tel: 800-346-8229
Fax: 336-789-0504
www.ncfi.com

NCFI MTA/SLC SPECIALTY PRODUCTS 1515 Cater St Mount Airy NC 27030

REMIT TO: BARNHARDT MANUFACTURING
PO Box 890616
Charlotte, NC 28289-0616

BILL TO: 22766
NORTEX CONCRETE LIFT AND STABILIZATION
PO BOX 4935
FT. WORTH TX 761640935

SHIP TO: 22766
NORTEX CONCRETE LIFT AND(TX.FT) STABILIZATION
201 N.W. 26TH ST.
FT. WORTH TX 76164-7110

TERMS	SALESMAN	ORDER DATE	SCHEDULED SHIP DATE	SCHEDULED DELIVERY DATE	CUSTOMER PO	FOB
2% 10 NET 30	DO BOYLES	8/6/15	8/7/15		DOUG-EMIAL	PREPAID

ITEM	CUSTOMER ITEM	DESCRIPTION	UM	ORDER QTY	SHIP QTY	UNIT PRICE (USD)	BASE QTY	BASE PRICE (USD)	EXTENDED PRICE (USD)
A-24-003-TT	A-24-003-TT	ISOCYANATE	EA	8.00	8.00	$4,782.25	20,680.00	$1.85	$38,258.00
FRGT		FREIGHT CHARGE			1.00	$40.00	0.00	$0.00	$40.00
R-24-003-TT	R-24-003-TT	COBLOWN 4 PCF CONCRETE JACKING WET CON	EA	8.00	8.00	$4,125.50	17,840.00	$1.85	$33,004.00

Looks good

Here is a new invoice

ADDITIONAL INSTRUCTIONS
NORTEX TO PAY A $40.00 HOT SHOT FEE PER DOUG II

BOL	CARRIER
5177	PELHAMS FRT

Please note a change effective July 1, 2015 with making credit card payments. Credit card payments for any invoice issued on open credit terms basis are subjec

SUB-TOTAL (USD)	TAX (USD)	T
$71,302.00	$0.00	

Mark

LATE PAYMENT FEES ARE 1.5% PER MONTH

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Changing Compensation Costs in the Dallas Metropolitan Area – June 2015

Total compensation costs for private industry workers increased 1.0 percent in the Dallas-Fort Worth, Texas metropolitan area for the year ended in June 2015, according to the U.S. Bureau of Labor Statistics. Regional Commissioner Stanley W. Suchman noted that one year ago, Dallas-Fort Worth experienced an annual gain of 4.1 percent in total compensation costs. Locally, wages and salaries, the largest component of total compensation costs, advanced at a 2.1-percent pace for the 12-month period ended in June 2015. Nationwide, total compensation costs rose 1.9 percent and wages and salaries rose 2.2 percent over the same period. (See chart 1 and table 1.)

News Release Information

15-1301-DAL
Monday, August 03, 2015

Contacts

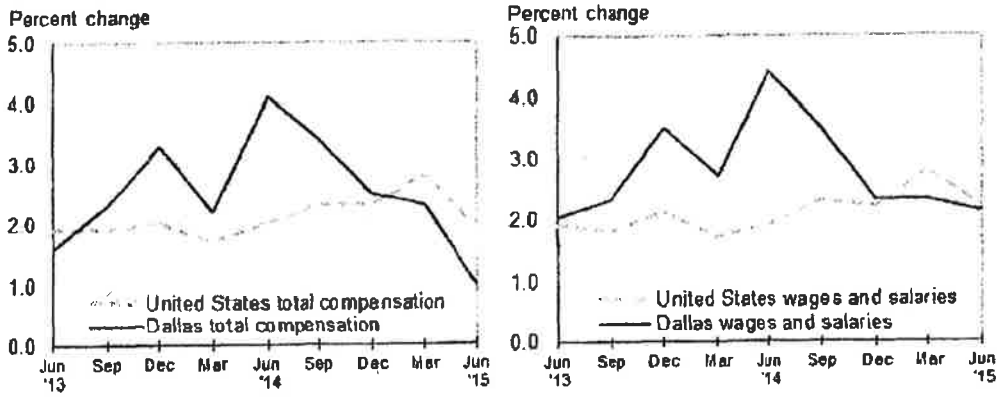
Technical information:
(972) 850-4800
BLSInfoDallas@bls.gov
www.bls.gov/regions/southwest

Media contact:
(972) 850-4800

PDF

PDF version

Chart 1. Twelve-month percent changes in the Employment Cost Index, private industry workers, United States and the Dallas area, not seasonally adjusted, June 2013–June 2015



Source: U.S. Bureau of Labor Statistics

Dallas is 1 of 15 metropolitan areas in the United States and 1 of 5 areas in the South region of the country for which locality compensation data are available. Among these 15 largest areas, over-the-year percentage increases in total compensation costs ranged from 4.3 percent in Seattle to 1.0 percent in Dallas and Detroit in June 2015. For wages and salaries, Minneapolis and Seattle registered the largest annual gain (3.2 percent) while Washington registered the smallest (1.5 percent). (See chart 2.)

Parker, Rockwall, Somervell, Tarrant, and Wise Counties in Texas.

- **Detroit-Warren-Flint, Mich. CSA** includes Genesee, Lapeer, Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties in Michigan.
- **Houston-Baytown-Huntsville, Texas CSA** includes Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, San Jacinto, Walker, and Waller Counties in Texas.
- **Los Angeles-Long Beach-Riverside, Calif. CSA** includes Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties in California.
- **Miami-Fort Lauderdale-Pompano Beach, Fla. Metropolitan Statistical Area (MSA)** includes Broward, Miami-Dade, and Palm Beach Counties in Florida.
- **Minneapolis-St. Paul-St. Cloud, Minn.-Wis. CSA** includes Anoka, Benton, Carver, Chisago, Dakota, Goodhue, Hennepin, Isanti, McLeod, Ramsey, Rice, Scott, Sherburne, Stearns, Washington, and Wright Counties in Minnesota; and Pierce and St. Croix Counties in Wisconsin.
- **New York-Newark-Bridgeport, N.Y.-N.J.-Conn.-Pa. CSA** includes Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Ulster, and Westchester Counties in New York; Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, and Union Counties in New Jersey; Fairfield, Litchfield, and New Haven Counties in Connecticut; and Pike County in Pennsylvania.
- **Philadelphia-Camden-Vineland, Pa.-N.J.-Del.-Md. CSA** includes Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties in Pennsylvania; Burlington, Camden, Cumberland, Gloucester, and Salem Counties in New Jersey; New Castle County in Delaware; and Cecil County in Maryland.
- **Phoenix-Mesa-Scottsdale, Ariz. MSA** includes Maricopa and Pinal Counties in Arizona.
- **San Jose-San Francisco-Oakland, Calif. CSA** includes Alameda, Contra Costa, Marin, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma, and Solano Counties in California.
- **Seattle-Tacoma-Olympia, Wash. CSA** includes Island, King, Kitsap, Mason, Pierce, Snohomish, and Thurston Counties in Washington.
- **Washington-Baltimore-Northern Virginia, D.C.-Md.-Va.-W.Va. CSA** includes the District of Columbia; Baltimore City and Anne Arundel, Baltimore, Calvert, Carroll, Charles, Frederick, Harford, Howard, Montgomery, Prince George's, Queen Anne's, and St. Mary's Counties in Maryland; Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, Manassas Park, and Winchester Cities and Arlington, Clarke, Fairfax, Fauquier, Frederick, Loudoun, Prince William, Spotsylvania, Stafford, and Warren Counties in Virginia; and Hampshire and Jefferson Counties in West Virginia.

Definitions of the four geographic regions of the country are noted below.

- **Northeast:** Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont.
- **South:** Alabama, Arkansas, Delaware, the District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.
- **Midwest:** Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.
- **West:** Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Employment Cost Index for total compensation and for wages and salaries, private industry workers, United States, South region, and the Dallas area, not seasonally adjusted

	Total compensation				Wages and salaries			
	12-month percent changes for period ended:				12-month percent changes for period ended:			
Area	March	June	Sep.	Dec.	March	June	Sep.	Dec.
United States								
2011	2.0	2.3	2.1	2.2	1.6	1.7	1.7	1.6
2012	2.1	1.8	1.9	1.8	1.9	1.8	1.8	1.7
2013	1.9	1.9	1.9	2.0	1.7	1.9	1.8	2.1
2014	1.7	2.0	2.3	2.3	1.7	1.9	2.3	2.2
2015	2.8	1.9			2.8	2.2		
South								
2011	1.7	2.1	2.0	2.0	1.6	1.8	1.9	1.6
2012	2.3	2.2	2.2	2.3	2.0	2.0	2.0	2.3
2013	2.2	2.1	2.1	2.0	2.3	2.2	2.0	2.0
2014	1.7	2.0	2.2	2.2	1.7	2.0	2.3	2.2
2015	2.2	1.8			2.2	2.1		
Dallas-Fort Worth								
2011	2.3	3.2	2.8	2.8	2.2	2.3	1.6	1.4
2012	2.6	1.4	1.0	1.1	1.1	0.8	0.8	1.2
2013	1.6	1.6	2.3	3.3	1.8	2.0	2.3	3.5
2014	2.2	4.1	3.4	2.5	2.7	4.4	3.5	2.3
2015	2.3	1.0			2.3	2.1		

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2015

PRODUCER
HALEY CARTER STATE FARM
328 W MAIN ST., STE 1
AZLE, TX 76020

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Auto Insurance Company 25178	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
NORTEX CONCRETE LIFT & STABILIZATION, INC.
201 NW 26TH ST
FORT WORTH, TX 76164

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
A	X	AUTOMOBILE LIABILITY	96 0737-A01-43	07/01/15	07/01/16	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ANY AUTO					
	X	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
	X	HIRED AUTOS				BODILY INJURY (Per accident)	$
	X	NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CITY OF GRAND PRAIRIE IS LISTED AS ADDITIONAL INSURED WITH WAIVER OF SUBROGATION.

CERTIFICATE HOLDER
CITY OF GRAND PRAIRIE PURCHASING DEPARTMENT
PO BOX 534045
GRAND PRAIRIE, TX 75053-4045

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Judy Butler, SSA

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2015

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).

PRODUCER	CONTACT NAME: Faith Lane
BondTex Agency 147 W. Main St. Azle TX 76020	PHONE (A/C, No, Ext): (817) 747-2663 FAX (A/C, No): E-MAIL ADDRESS: faith@bondtexagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	
INSURER B: RSUI Indemnity	
INSURER C: American Home Assurance-AIG	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Nortex Concrete Lift & Stabilization, 201 NW 26th St, Fort Worth TX 76164

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	X		CA000017138-03	11/09/2014	11/09/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	☑ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION $			NHA071888	5/18/2015	11/09/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9674583-13	12/07/2014	12/07/2015	☑ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

Angi Mize, Buyer, CPPB, CTPM

City of Grand Prairie Purchasing Division
PO Box 534045
Grand Prairie, Texas 75053-4045

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rachelle Harris

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-43568

Date Filed:
04/21/2016

Date Acknowledged:
04/21/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Nortex Concrete Lift & Stabilization
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Town of Little Elm

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

12001
Concrete Leveling and Stabilization, City of GP Coop Contract

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

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 | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-43568

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Nortex Concrete Lift & Stabilization
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Town of Little Elm

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
12001
Concrete Leveling and Stabilization, City of GP Coop Contract

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

BRIAN SIMPSON
Notary Public, State of Texas
My Commission Expires
March 13, 2018

AFFIX NOTARY STAMP / SEAL ABOVE

Isaiah Lincoln
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Isaiah Lincoln, this the 21st day of April, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Brian Simpson — Printed name of officer administering oath | Texas Notary — Title of officer administering oath

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 05031602

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, APPROVING CERTAIN PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm, Texas (hereinafter referred to as the "Town"), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the "Act"), may designate a geographic area within the Town as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on April 15, 2014, pursuant to and as required by the Act, the governing body of the Town (hereinafter referred to as the "Town Council") approved and adopted by Ordinance No. 1214, a *Final Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Three, Town of Little Elm, Texas*, and a *Final Project Plan*, for a tax increment reinvestment zone containing approximately 847 acres of property located within the Town of Little Elm, Texas; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Three, Town of Little Elm, Texas, through the passage of Resolution No. TIRZ # 3 05031601 on May 3, 2016, approved certain expenditures (1) for the design and monthly maintenance of a website to promote the Town's Lakefront District, in an amount not to exceed $20,000; (2) to provide a shuttle service within the Town's Lakefront District, in an amount not to exceed $16,400, and (3) related to the Beard Park Project located within the Town's Lakefront District, in an amount not to exceed $12,000; all of which the Board found were authorized expenditures under the Act; and

WHEREAS, the Town Council desires to approve and authorize the expenditures approved by the Board of Directors of Reinvestment Zone Number Three, Town of Little Elm, Texas.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the Town Council hereby approves the expenditures approved by the Board of Directors of Reinvestment Zone Number Three, Town of Little Elm, Texas (1) for the design and monthly maintenance of a website to promote the Town's Lakefront District, in an amount not to exceed $20,000; (2) to provide a shuttle service within the Town's Lakefront District, in an amount not to exceed $16,400; and (3) related to the Beard Park Project located within the Town's Lakefront District, in an amount not to exceed $12,000.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Town Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS THE _____ DAY OF _____, 2016.

_____
David Hillock, Mayor

ATTEST:

_____
Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

_____
Robert F. Brown, Town Attorney

LITTLE ELM

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

Town Council Agenda-Consent **May 3, 2016**

PROJECT

2016-43 McCord Park Drainage

BACKGROUND

On March 22, 2016, the Town received bids for the McCord Park Drainage project. Bids were advertised in the local paper and posted on the Town's eProcurement system. Ninety-seven (97) vendors and plan rooms were notified. Four (4) vendors responded and one submitted a no bid. The lowest responsible vendor bid is Quality Excavation.

The project consists of the reconstruction of failed slopes and bank stabilization at three separate sites. The slopes will be backfilled to pre-failure conditions and protected with turf reinforcement mats, installation of precast concrete A-Jacks for bank stabilization, tree removal, and concrete retaining wall demolition and disposal.

BUDGET IMPACT

Funding is available in the current budget. Western Rim Investors has agreed to donate $75,000 to assist with the project cost. The remaining balance will be taken from Fund 715 Storm Drainage in the amount of $150,000 and Fund 202 Streetscape in the amount of $100,000.

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

RECOMMENDED ACTION

Staff recommends awarding Bid 2016-43 for the McCord Park Drainage Project to Quality Excavation, LTD. for an amount not to exceed $321,199.00 and to authorize the Town Manager to execute the contract.

ATTACHMENTS

- Agreement
- Tab Sheet

Initial:
Town Manager ☐ Finance ☐ Library ☐ HR ☐ Public Works ☐
Town Secretary ☐ Police ☐ Parks ☐ Fire ☐ Dev Services ☐

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

THIS AGREEMENT is by and between **Town of Little Elm** (hereinafter called OWNER) and **Quality Excavation, LTD.,** (hereinafter called CONTRACTOR). 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
McCord Park Drainage Improvements, 2016-43
Project A, B, C, and Alternates 3.1, 4.1, 6.1

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 the reconstruction of failed slopes and bank stabilization at three separate sites. The slopes will be backfilled to pre-failure conditions and protected with approximately anchor turf reinforcement mats, installation of precast concrete A-Jacks for bank stabilization, tree removal, and concrete retaining wall demolition and disposal.

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 **90** 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 ***120*** 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: **$321,199.00**

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 on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the ***25th*** day of each month during 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:

1. 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. ***95%*** 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 ***95%*** 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 ***100%*** 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 ***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.

I. 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;
8. Addenda;
9. Exhibits to this Agreement:
    a. Notice to Proceed;
    b. Contractor's Bid Response;
    c. Documentation submitted by CONTRACTOR prior to Notice of Award;
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 **May 3, 2016**, (which is the Effective Date of the Agreement).

TOWN OF LITTLE ELM	**QUALITY EXCAVATION, LTD.**
Matthew Mueller, Town Manager	Osa Gaisoa, Chief Operating Officer
Attest	Attest
Kathy Phillips, Town Secretary	
Address for giving notices:	Address for giving notices:
100 West Eldorado Parkway Little Elm, Texas 75068 contracts@littleelm.org	958 US Highway 377, Suite 200 Aubrey, TX 76227 osa@qualityexcavationltd.com

				Quality Excavation, LTD		ARK Contracting Services		HQS Construction, LLC		Rock Solid Incl	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Cottonwood Branch North - Project A										
1.1	Excavation (Approx. 825 CY Fill)	1	LS	$77,000.00	$77,000.00	$75,000.00	$75,000.00	$51,250.00	$51,250.00	$101,400.00	$101,400.00
1.2	Anchor Reinforced Erosion Control System	630	SY	$40.00	$25,200.00	$72.00	$45,360.00	$106.25	$66,937.50	$36.90	$23,247.00
1.3	Zoysia Grass Block Sod with Sod Staples	1300	SY	$9.00	$11,700.00	$8.00	$10,400.00	$6.25	$8,125.00	$17.16	$22,308.00
1.4	Removal and Disposal of Trees and Brush	1	LS	$15,655.00	$15,655.00	$30,000.00	$30,000.00	$4,750.00	$4,750.00	$6,367.50	$6,367.50
1.5	Erosion Control	1	LS	$8,600.00	$8,600.00	$12,000.00	$12,000.00	$1,500.00	$1,500.00	$11,235.00	$11,235.00
Total Project A: Cottonwood Branch North					**$138,155.00**		**$172,760.00**		**$132,562.50**		**$164,557.50**
2	Cottonwood Branch South - Project B										
2.1	Excavation (Approx. 60 CY Fill)	1	LS	$32,100.00	$32,100.00	$26,000.00	$26,000.00	$8,290.00	$8,290.00	$57,250.00	$57,250.00
2.2	Anchor Reinforced Erosion Control System	200	SY	$70.00	$14,000.00	$72.00	$14,400.00	$116.45	$23,290.00	$48.86	$9,772.00
2.3	Zoysia Grass Block Sod with Sod Staples	200	SY	$9.00	$1,800.00	$8.00	$1,600.00	$6.85	$1,370.00	$34.51	$6,902.00
2.4	Removal and Disposal of Existing Concrete Wall	1	LS	$4,400.00	$4,400.00	$12,000.00	$12,000.00	$5,780.00	$5,780.00	$5,800.00	$5,800.00
2.5	Erosion Control	1	LS	$8,400.00	$8,400.00	$10,000.00	$10,000.00	$1,000.00	$1,000.00	$11,000.00	$11,000.00
Total Project B: Cottonwood Branch South					**$60,700.00**		**$64,000.00**		**$39,730.00**		**$90,724.00**
5	TRIPPLECREEK DRIVE - PROJECT C	1	PKG								
5.1	Excavation (Approx. 20 CY Fill)	1	LS	$19,364.00	$19,364.00	$30,000.00	$30,000.00	**$4,250.00**	$4,250.00	**$17,000.00**	$17,000.00
5.2	Remove and Dispose of Debris, Stones, and Concrete Riprap	1	LS	$8,400.00	$8,400.00	$15,000.00	$15,000.00	**$4,300.00**	$4,300.00	**$5,000.00**	$5,000.00
5.3	Saw-cut, Removal and Disposal of Existing Concrete Sidewalk	20	SY	**$19.00**	$380.00	$135.00	$2,700.00	$1,540.00	$30,800.00	$40.00	$800.00
5.4	Install 5 inch Reinforced Sidewalk (3500 PSI)	20	SY	$68.00	$1,360.00	**$30.00**	$600.00	$147.00	$2,940.00	$200.00	$4,000.00
5.5	Block Sod (Bermuda)	20	SY	$15.00	$300.00	**$8.00**	$160.00	$34.50	$690.00	$50.00	$1,000.00
5.6	Erosion Control	1	LS	$3,200.00	$3,200.00	$12,000.00	$12,000.00	**$1,000.00**	$1,000.00	**$5,000.00**	$5,000.00
Total Project C: Tripplecreek Crive					**$33,004.00**		**$60,460.00**		**$43,980.00**		**$32,800.00**
Total for Project A, B, & C					$231,859.00		$297,220.00		$216,272.50		$288,081.50
3	Cottonwood Branch North - Project A - ALTERNATES										
3.1	2FT Concrete A-Jacks	720	EA	$44.00	$31,680.00	$76.00	$54,720.00	$105.00	$75,600.00	$55.57	$40,010.40
3.2	Rock Gabion Baskets	125	CY								
4	Cottonwood Branch South - Project B - ALTERNATES										
4.1	2FT Concrete A-Jacks	580	EA	$47.00	$27,260.00	$76.00	$44,080.00	$113.00	$65,540.00	$53.50	$31,030.00
4.2	Rock Gabion Baskets	100	CY								
6	TRIPPLECREEK DRIVE - PROJECT C - ALTERNATE ITEMS										
6.1	2 Ft. Concrete A-Jacks	760	EA	$40.00	$30,400.00	$76.00	$57,760.00	$126.00	$95,760.00	$54.00	$41,040.00
6.2	Rock Gabion Baskets	48	CY								
Total for Alternates					**$89,340.00**		**$156,560.00**		**$236,900.00**		**$112,080.40**
Total for all Projects and Alternates					**$321,199.00**		**$453,780.00**		**$453,172.50**		**$400,161.90**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-45760

Date Filed:
04/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
quality excavation ltd
aubrey, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Town of Little Elm

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.
2016-43
McCord Park Drainage Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

6 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

PAMELA MARY FRANKLIN
Notary Public State of Texas
My Commission Expires
August 24, 2016

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Osa Gaisoa, this the 27th day of April, 20 16, to certify which, witness my hand and seal of office.

Pamela Mary Franklin | Pamela Mary Franklin | Office Administrator

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Town of Little Elm

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2016-43
McCord Park Drainage Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

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 | Title of officer administering oath

RESOLUTION NO. 05031603

A RESOLUTION OF THE TOWN OF LITTLE ELM, TEXAS, CONSENTING TO THE ADDITION OF CERTAIN LAND INTO HIGHWAY 380 MUNICIPAL MANAGEMENT DISTRICT NO. 1.

* * * * * * * * * * * *

WHEREAS, on _____, the Town of Little Elm, Texas (the "Town") received the Petition for Consent to Addition of Land to a Municipal Management District (the "Petition") executed by _____ (the "Petitioner"), attached hereto as **Exhibit A**; and

WHEREAS, the Petition seeks to add that certain tract of land described therein (the "Land") to Highway 380 Municipal Management District No. 1 (the "District"), the same being wholly located in the corporate boundaries of the Town; and

WHEREAS, the Texas Water Code, Chapters 49 and 54, and the Texas Local Government Code, Chapter 375, provide that the District may not add land that is located in the corporate boundaries of the Town unless the Town Council of the Town of Little Elm, Texas (the "Town Council") gives its written consent in accordance with the Texas Water Code; and

WHEREAS, the Town Council desires to give its consent to the addition of the Land to the District; and

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

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the Town Council hereby gives its written consent to the addition of the Land to the District.

Section 3. In no way is this Resolution considered an "allocation agreement" between the District and the Town, as provided under Texas Water Code, Chapter 54.

Section 4. The Town Council of the Town officially finds determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the Town Council was posted at a place convenient to the public and at the Town Hall of the Town for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally

acted upon. The Town Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED the 3rd of May, 2016.

_____
Mayor

ATTEST:

_____
Town Secretary

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: May 3, 2016

PROJECT: **Town of Little Elm and HEB Grocery Company, L.P. - Chapter 380 Economic Development Program and Agreement**

DESCRIPTION: The Town has been working with HEB Grocery Company, L.P. on a potential purchase of a 36.083 acre tract at the southeast corner of E. University Drive (US 380) and Oak Grove Parkway (FM 720). Staff is reviewing site plans and processing plats for HEB to make sure there are no issues with the future development of HEB on the site. A few issues have arisen that are included within the proposed Chapter 380 Economic Program and Development Agreement.

HEB Requirements:

- Minimum 80,000 square feet grocery store commencing prior to June 1st, 2022
- Reserve, but not dedicate proposed right of way for the US 380 expansion.
- Option to build a portion of the proposed "new road" south of the HEB site to FM 720, a part of the thoroughfare proposed back to the FM 2931 on Town's thoroughfare map.
- HEB to attempt to acquire right of way, if unable the Town to attempt to acquire the right of way needed.

Town Requirements:

- 60% roadway impact fee wavier
- Allow the other 40% of roadway impact fee to be applied to offset the costs of the "new road"
- Waive tree mitigation requirements of the Town
- Support traffic signal and median opening for "new road" at Oak Grove Parkway (FM 720)
- Reimburse costs for the "new road" out of available roadway impact fee funds and/or the Town's 1% sales tax received from the HEB until the cost of the "new road" is paid back.

COST: **N/A**

FUNDING: **N/A**

SCHEDULE: HEB has to commence construction of the project prior to or on June 1, 2022 (approximately 6 years). HEB has not moved into the DFW market at this time, but there is speculation they intend to with HEB buying several land sites throughout the metroplex.

RECOMMENDED ACTION: **Staff recommends Council approve 380 Economic Development Program and Agreement between the Town of Little Elm and HEB Grocery Company, LP and authorize Town Mayor to execute agreement for the same.**

TOWN CONTACT:

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

Jennette Killingsworth
Executive Director
Little Elm EDC
JKillingsworth@littleelm.org
(214) 975-0455

ATTACHMENTS: 1. 380 Agreement and Exhibits with HEB (agreement to be brought to Council)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-46011

Date Filed:
04/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HEB Grocery Company, LP
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Town of Little Elm

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

2016-1021
HEB Grocery 380 & 720 Land Purchase

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

KATHERINE L. GUNN
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 06-28-2019
ID# 250749-7

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Stephen L. Golden, this the 27th day of April, 2016, to certify which, witness my hand and seal of office.

Katherine L Gunn — Signature of officer administering oath
Katherine L. Gunn — Printed name of officer administering oath
Notary Public — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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HEB Grocery Company, LP
San Antonio, TX United States

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Town of Little Elm

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2016-1021
HEB Grocery 380 & 720 Land Purchase

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Jacobson, III, Grant	San Antonio, TX United States		X
Miller, Larry	Dallas, TX United States		X
Butt, Charles C.	San Antonio, TX United States	X	
Crook, Eleanor B.	San Marcos, TX United States	X	
Butt, III, Howard E.	San Antonio, TX United States	X	
Butt, Stephen W.	Fort Worth, TX United States	X	
Boyan, Craig L.	San Antonio, TX United States	X	
Lindquist, Judith A.	San Antonio, TX United States	X	
Otto, Martin H.	Austin, TX United States	X	
Piland, Todd A.	San Antonio, TX United States	X	
Rose, John	Dallas, TX United States		X
Baker, Karl	San Antonio, TX United States		X

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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San Antonio, TX United States

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Town of Little Elm

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2016-1021
HEB Grocery 380 & 720 Land Purchase

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

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 | Title of officer administering oath

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: May 3, 2016

PROJECT: **McCord Park – Drainage Improvements Funding Agreement between the Town of Little Elm and Western Rim Investors**

DESCRIPTION: The Town was in the process of replacing the low water crossing in McCord Park along with some erosion protection around the pedestrian bridges with a major slope failure occurred within the park. Plans were created to fix the failure and those plans were bid out through purchasing. The bids came in very high, approximately $169,835 for Project A of the overall drainage and erosion repairs. The Town discussed with Western Rim if they could help fund any of the repairs, not out of obligations or requirements, but in terms of partnership with the Town. They agreed to help the Town, which staff is greatly appreciative.

This proposed funding agreement would be for $75,000 to the Town from Western Rim to help go towards the total cost to fix the large slope failure within McCord Park near the Mansions Development.

COST: **N/A**

FUNDING: **$75,000.00**

SCHEDULE: Once executed and payment should be received 60 days after invoice.

RECOMMENDED ACTION: **Staff recommends Council approve McCord Park Drainage Improvements Funding Agreement between the Town of Little Elm and Western Rim Investor 2014-5,L.P. 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. Agreement with Drainage Plans

MCCORD PARK DRAINAGE IMPROVEMENTS FUNDING AGREEMENT BETWEEN THE TOWN OF LITTLE ELM, TEXAS, AND WESTERN RIM INVESTOR 2014-5, L.P.

This **MCCORD PARK DRAINAGE IMPROVEMENTS FUNDING AGREEMENT BETWEEN THE TOWN OF LITTLE ELM, TEXAS, AND WESTERN RIM INVESTOR 2014-5, L.P.** ("**Agreement**") is entered into, to be effective on the date that the last approving Party executes the Agreement, between the **TOWN OF LITTLE ELM, TEXAS**, a Texas home rule municipal corporation ("**Town**"), and **WESTERN RIM INVESTOR 2014-5, L.P**., a Limited Partnership ("**WRI-5**"). The Town and WRI-5 are sometimes referred to collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, WRI-5 is the owner of a multi-family apartment complex located in the Town known as the Mansions, located at 26850 East University Drive, Little Elm; and

WHEREAS, the Mansions abuts a Town park known as McCord Park, through which flows a waterway known as Cottonwood Branch North; and

WHEREAS, Cottonwood Branch North, along with other waterways located in McCord Park, are in dire need of drainage improvements and erosion repairs and controls; and

WHEREAS, the Town is currently undertaking drainage improvements and erosion repairs and controls in McCord Park and has requested WRI-5 to voluntarily donate Seventy-Five Thousand ($75,000) (the "**Requested Sum**") towards the cost of the needed repair of Cottonwood Branch North, which repairs will enhance McCord Park in the areas which abuts the Mansions; and

WHEREAS, WRI-5, in the spirit of being a dedicated and community-oriented corporate citizen of the Town, has agreed to contribute the Requested Sum to the Town as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed, the Parties (collectively or individually as noted below) agree as follows:

Section 1: ***Findings Incorporated***

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties to this Agreement.

Section 2: ***Construction of McCord Park Drainage Improvements by the Town***

The Town shall be responsible for the design, engineering and construction of the McCord Park Drainage Improvements, as shown on ***Exhibit A***. The Town agrees that the portion of the McCord Park Drainage Improvements that address the repair of Cottonwood Branch North, which abuts the Mansion, shall receive priority and shall be undertaken as the first part of the various project components contemplated by the McCord Park Drainage Improvements.

Section 3: ***WRI-5 Funding***

WRI-5 agrees to pay to the Town the Requested Sum of Seventy-Five Thousand ($75,000) within sixty (60) days after the Town sends to WRI-5 an invoice for the amount of the Requested Sum, which Requested Sum is to be used by the Town exclusively by the Town is satisfy its obligations set forth in Section 2, below, and for no other purpose.

All other funds needed for the Town to fund the McCord Park Drainage Improvements are the sole obligation of the Town and nothing in this Agreement shall be construed to place any obligation upon WRI-5 regarding any additional funding, or other obligations, regarding the McCord Park Drainage Improvements. WRI-5's contribution of the Requested Sum is completely voluntary, is being given without any duress or coercion, and is contributed to the Town as a charitable and/or civic contribution.

Section 4: ***Miscellaneous Provisions***

A. **Agreement**. The Parties shall make all necessary and appropriate provisions to effectuate the terms of this Agreement.

B. **Notice**. Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or served by depositing the same in the United States mail postpaid and registered or certified to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to Little Elm:

Town of Little Elm
Town Manager
100 W. Eldorado Parkway
Little Elm, Texas 75068
Telephone: (214) 975-0405
Facsimile: (972) 377-5540

If to the WRI-5:

Western Rim Investor 2014-5, LP, a Limited Partnership
2505 N. State Highway 360, Suite 800
Grand Prairie, Texas 75050
Attn: Matt Hiles

C. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

D. **Waiver.** Waiver by any Party of any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive a Party's right thereafter to enforce and compel strict compliance.

E. **Sovereign/Governmental Immunity**. It is expressly understood and agreed that, in the execution of this Agreement, the Town does not waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

F. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

G. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton County, Texas.

H. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

I. **Entire Agreement**. This Agreement embodies the entire agreement between the Parties and may only be modified in a writing executed by all Parties.

J. **Force and Effect**. This Agreement shall be effective upon execution by all Parties, and shall continue in full force and effect unless modified in writing by mutual agreement by all Parties. This Agreement may be executed in two or more counterparts, and each counterpart shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. A facsimile or email version of any signature hereto shall be deemed an original for all purposes.

TOWN OF LITTLE ELM, TEXAS

By: _____
Name: MATT MUELLER
Title: Town Manager

ATTEST:

_____
Name: KATHY PHILLIPS
Title: Town Secretary

APPROVED AS TO FORM:

_____
Name: ROBERT F. BROWN
Title: Town Attorney

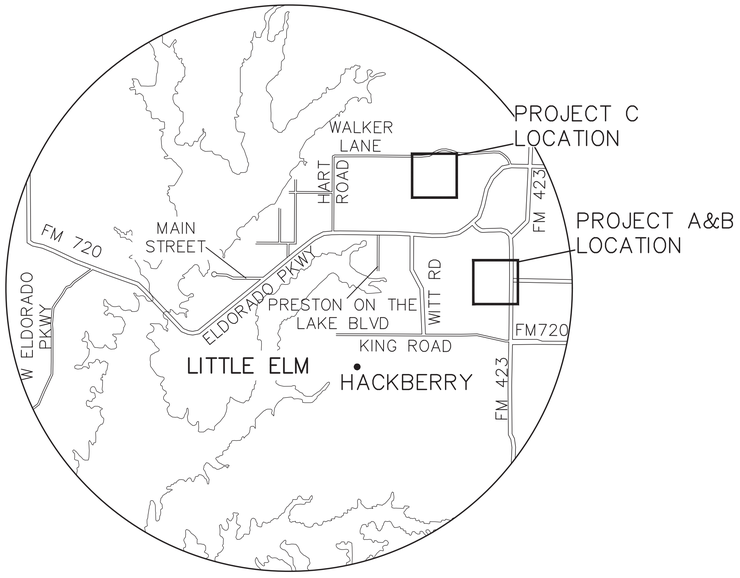
WESTERN RIM INVESTOR 2014-5 LP:
A Limited Partnership

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

McCord Park Drainage Improvements Plans

TOWN OF LITTLE ELM
McCORD PARK DRAINAGE IMPROVEMENTS
(COTTONWOOD BRANCH & TRIPLECREEK DR. SLOPE RECONSTRUCTION)
ITB-2016-43



LITTLEELM

INDEX

SHEET NUMBER	TITLE
1.	COVER SHEET
2.	LOCATION MAP
3.	PROJECT LAYOUT
4.	PROJECT A – COTTONWOOD BRANCH NORTH
5.	PROJECT B – COTTONWOOD BRANCH SOUTH
6.	PROJECT C – TRIPLECREEK SLOPE RECONSTRUCTION
7.	MISCELLANEOUS DETAILS
8.	EROSION CONTROL DETAIL
9.	ALTERNATE – GABION DETAILS

TOWN COUNCIL

DAVID HILLOCK	MAYOR
MICHAEL MCCLELLAN	COUNCIL MEMBER, PLACE 1
JAMES DOMINY	COUNCIL MEMBER, PLACE 2
CURTIS CORNELIUS	COUNCIL MEMBER, PLACE 3
CHIP NORMAN	COUNCIL MEMBER, PLACE 4
KATIE GIPSON	COUNCIL MEMBER, PLACE 5
STEPHANIE SHOEMAKER	COUNCIL MEMBER, PLACE 6
MATT MUELLER	TOWN MANAGER
KATHY PHILLIPS	TOWN SECRETARY
KEVIN MATTINGLY	DIRECTOR OF PUBLIC WORKS
JASON LAUMER, PE	DIRECTOR OF DEVELOPMENT SERVICES
KIMBERLY BRAWNER, PE	TOWN ENGINEER
CHAD HYDE	PARKS AND RECREATION DIRECTOR

TOWN OF LITTLE ELM

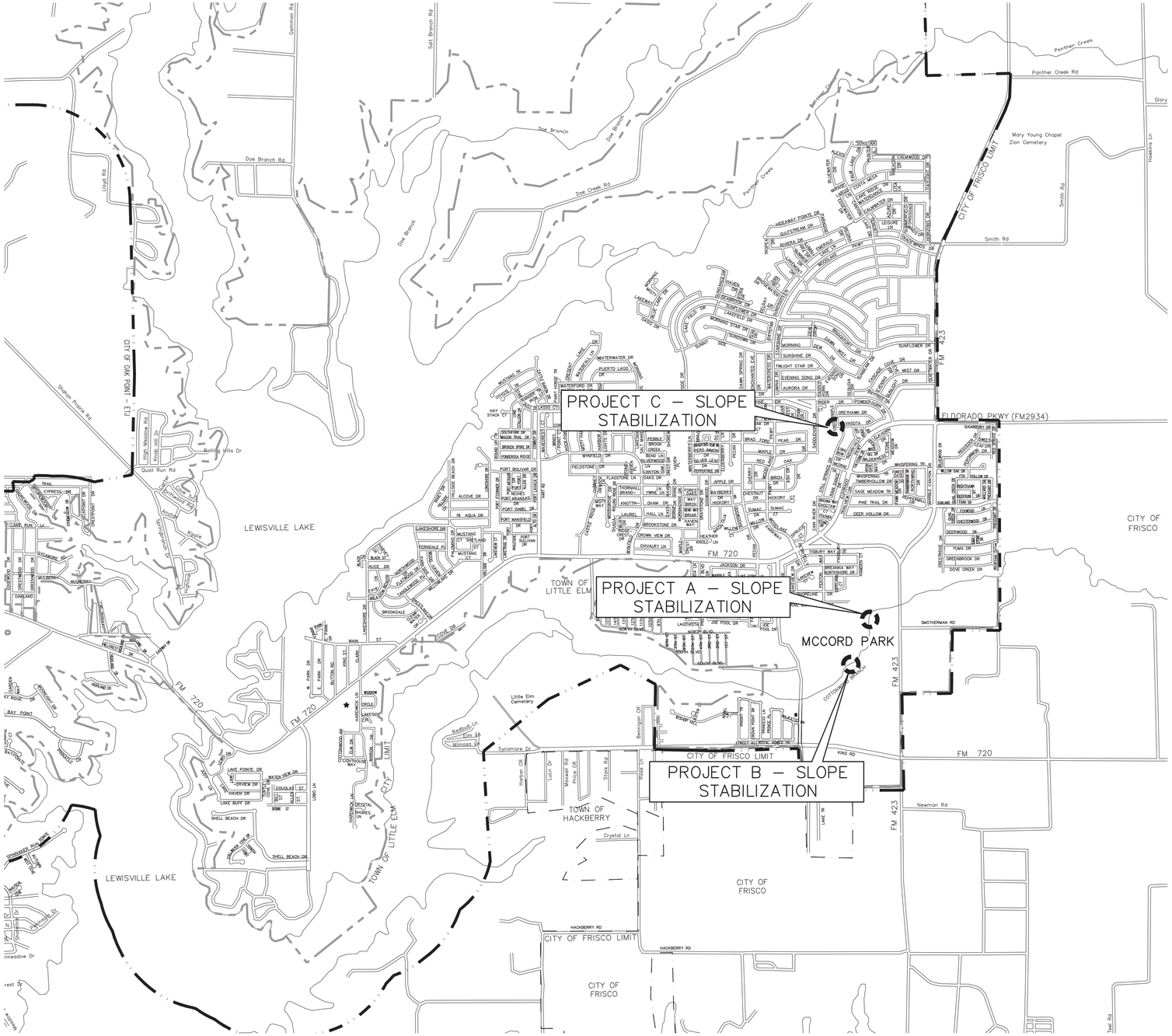
DEVELOPMENT SERVICES
100 WEST ELDORADO PARKWAY
LITTLE ELM, TEXAS 75068
PHONE: 214-975-0471

TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., SUITE 210, ARLINGTON, TEXAS 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 – 1000

TOWN PROJECT NO.:
TRC PROJECT NO.: 243477

243477 * MCCORD PARK DRAINAGE IMPROVEMENTS * TOWN OF LITTLE ELM, TEXAS * FEBRUARY 2016

Dwg Info: H:\Work In Progress\Little Elm\243477 McCord Park Drainage\Drawings\1 Cover Sheet.dwg - Plotted: 2/9/2016 9:08 AM



LOCATION MAP
SCALE: 1" = 1,500'

LEGEND

TOWN OF LITTLE ELM CITY LIMIT

TOWN OF LITTLE ELM ETJ

N

1500 750 0 1500 3000
SCALE : 1" = 1500'

GENERAL ENVIRONMENTAL NOTES

1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.
2. CONTRACTOR SHALL LOCATE MATERIAL STORAGE AREAS AWAY FROM STORMWATER CONVEYANCE SYSTEMS. PROVIDE PROTECTED STORAGE AREAS FOR CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER POTENTIALLY TOXIC MATERIALS.
3. FUEL STORAGE IS NOT ALLOWED ON THIS PROJECT.
4. THE CONTRACTOR SHALL ADVISE OWNER IMMEDIATELY, VERBALLY AND IN WRITING, OF ANY FUEL OR TOXIC MATERIALS SPILLS WITHIN THE PROJECT/CONSTRUCTION AREA AND THE ACTIONS TO BE TAKEN TO REMEDY THE PROBLEM.
5. THE CONTRACTOR SHALL DISPOSE OF FUELS, HAZARDOUS MATERIALS, AND CONTAMINATED EXCAVATIONS IN A LEGALLY APPROVED MANNER.
6. NO OPEN BURNING IS ALLOWED WITHIN THE CITY LIMITS.

STORMWATER NOTES

1. THROUGHOUT THE CONSTRUCTION, AND AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL ASSURE THAT DRAINAGE OF STORMWATER RUNOFF IS NOT BLOCKED.
2. DURING CONSTRUCTION, THE STORM WATER RUNOFF FROM ALL DISTURBED AREAS SHALL BE FILTERED BY SILT FENCES AND/OR ROCK BERMS. THESE TEMPORARY EROSION AND SEDIMENTATION CONTROLS ARE TO REMAIN IN PLACE UNTIL THE DISTURBED AREAS ARE REVEGETATED AND THE AREAS HAVE BECOME PERMANENTLY STABILIZED. ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS SHALL BE INSPECTED PERIODICALLY FOR DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES AND FOLLOWING EVERY RAINFALL. DAMAGED OR OBSTRUCTED CONTROLS TO BE REPAIRED/REPLACED AS NECESSARY TO MAINTAIN THEIR PROPER OPERATION.

SITE GRADING NOTES

1. THE CONTRACTOR SHALL CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES.
2. EXCESS EXCAVATED MATERIAL SHALL BE STOCKPILED IN DESIGNATED AREA AS SHOWN ON PLANS OR AS DIRECTED BY THE OWNER. REINFORCED FILTER FABRIC FENCE TO BE INSTALLED AROUND STOCKPILE ON DOWNSTREAM SIDE AND BOTH SIDES ADJACENT TO THE DOWNSTREAM SIDE. STOCKPILES ARE NOT TO TRAP OR POND WATER. TOPSOIL TO BE STOCKPILED SEPARATELY. ALL EXCESS EXCAVATED MATERIAL IS TO BE REMOVED FROM THE SITE, CONTRACTOR TO NOTIFY TCEQ AND THE OWNER'S REPRESENTATIVE OF LOCATION OF DISPOSAL BEFORE MATERIAL IS REMOVED.
3. THE FINISHED GRADE ELEVATIONS SHOWN ARE INTENDED TO PROVIDE ADEQUATE DRAINAGE. MINOR FIELD CHANGES MAY BE NECESSARY TO PROVIDE ADEQUATE DRAINAGE. GRADE UNIFORMLY BETWEEN ELEVATIONS SHOWN TO PROVIDE DRAINAGE.
4. ADJUST MANHOLE COVERS, VALVE BOXES, ELECTRICAL MANHOLES, ETC. TO MATCH PROPOSED FINISHED GRADE (NO SEPARATE PAY).

EROSION/SEDIMENTATION & TREE PROTECTION NOTES

1. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF PROJECT AND GRASS RESTORATION.
2. DURING CONSTRUCTION, THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PREVENT DAMAGE TO TREES, PROPERTY OWNERS' LANDSCAPING, AND IRRIGATION. ANY LANDSCAPING/IRRIGATION DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL PROVIDE AN EROSION CONTROL/SWPPP PLAN IN THE CONSTRUCTION AREA AS REQUIRED AND IS RESPONSIBLE FOR COMPLIANCE WITH ALL STATE AND FEDERAL REGULATIONS.
4. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE PROPOSED SITE GRADING PLAN. DEVIATIONS FROM THE PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER.
5. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINES.
6. TO AVOID SOIL COMPACTION, NO VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IS ALLOWED IN THE TREE DRIPLINE AREAS.
7. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
8. INTENTIONAL RELEASE OF VEHICLE OR EQUIPMENT FLUIDS ONTO THE GROUND IS NOT ALLOWED. CONTAMINATED SOIL RESULTING FROM ACCIDENTAL SPILL TO BE REMOVED AND DISPOSED OF PROPERLY.

NO.	REVISION	DATE

DESIGN BY: JCALMAN
DRAWN BY:
CHECKED BY: JTHOMAS
SCALE:
DATE:
JOB NUMBER: 243477

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STATE OF TEXAS
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98403
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PROFESSIONAL ENGINEER
2-9-2016

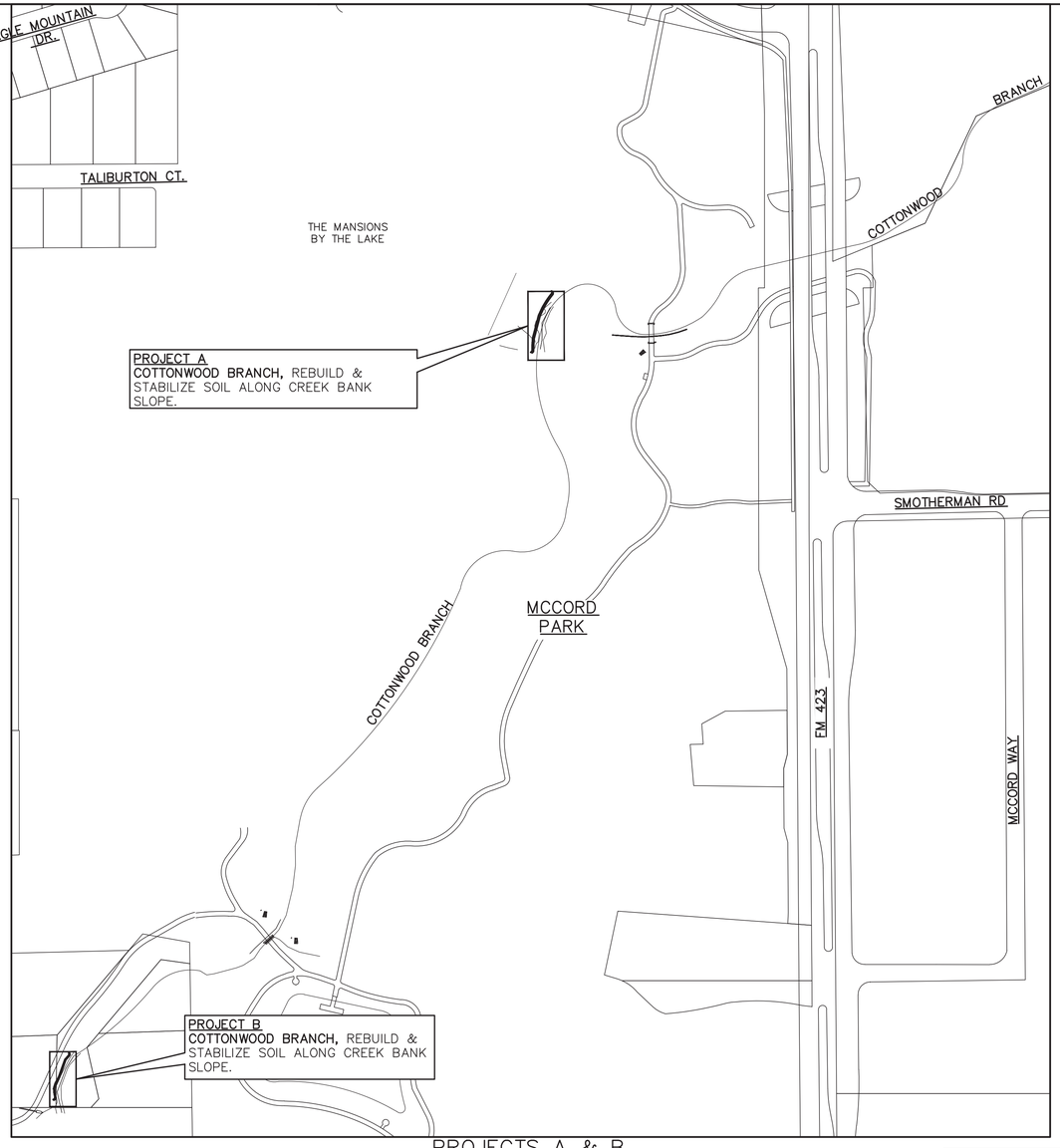
TOWN OF LITTLE ELM, TEXAS
MCCORD PARK DRAINAGE IMPROVEMENTS
LOCATION MAP

LITTLE ELM

SHEET 2 OF 9

FEBRUARY 2016

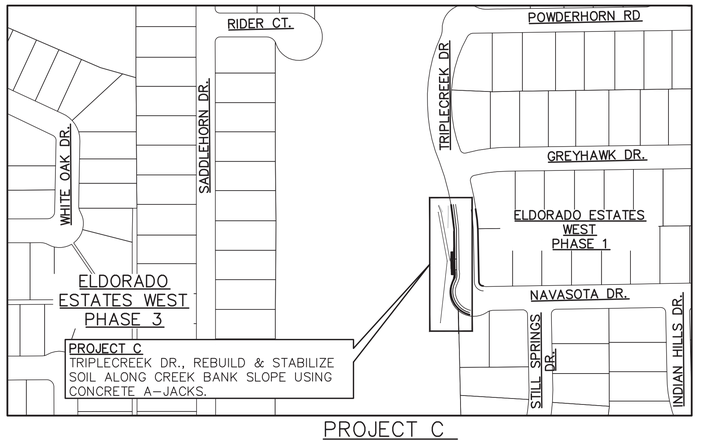
H:\WORK IN PROGRESS\LITTLE ELM\243477 MCCORD PARK DRAINAGE\DRAWINGS\2 LOCATION MAP.DWG — 2/9/16



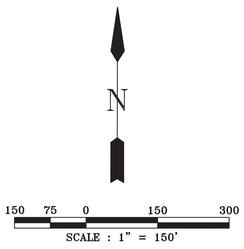
PROJECTS A & B
MCCORD PARK DRAINAGE IMPROVEMENTS
PROJECT LAYOUT
SCALE: 1" = 150'

GENERAL NOTES

1. IT IS NOT THE INTENT OF THESE CONSTRUCTION NOTES TO COVER ALL DETAILS AND/OR SPECIFICATION REQUIREMENTS OF THE TOWN OF LITTLE ELM. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MEET ALL REQUIREMENTS OF THE TOWN OF LITTLE ELM, WHETHER OR NOT THE REQUIREMENTS ARE SPECIFICALLY STATED IN THE PLANS OR SPECIFICATIONS.
2. THE EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN (MAIN LINES, NO LATERAL OR SERVICES SHOWN) ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. NEITHER THE OWNER NOR THE ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO TRENCHING AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND / OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISE AND TOWN UTILITIES PRIOR TO CONSTRUCTION.
3. ANY CONTRACTOR / SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS. SAID EXISTING IMPROVEMENTS SHALL INCLUDE BUT NOT BE LIMITED TO BERMS, DITCHES, FENCES, AND VEGETATION. ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AT HIS EXPENSE AND SHALL BE APPROVED BY THE TOWN OF LITTLE ELM.
4. ALL CONSTRUCTION, TESTING, AND MATERIALS SHALL MEET OR EXCEED ALL REQUIREMENTS OF THE TOWN OF LITTLE ELM. ALL SUBMITTALS MUST BE ORIGINALS WITH SIGNATURES WHERE APPLICABLE; FACSIMILES WILL NOT BE ACCEPTED.
5. ALL TESTING SERVICES SHALL BE PROVIDED BY THE TOWN. COSTS ASSOCIATED WITH THESE TESTS SHALL BE PAID BY THE TOWN. RE-TEST OF FAILED AREAS THAT DO NOT MEET THE REQUIREMENTS STATED WITHIN SHALL BE PAID FOR BY THE CONTRACTOR.
6. THE DEVELOPER ON PRIVATE CONTRACTS OR THE TOWN ON PUBLIC CONTRACTS OR HIS/HER DESIGNEE SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING ALL TEMPORARY AND PERMANENT TRAFFIC CONTROL IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE LATEST REVISION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL HANDBOOK. ALL REFERENCE FOR USING TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) STANDARDS AND CONSTRUCTION DETAILS SHALL BE THE LATEST REVISIONS AND/OR AMENDMENTS THEREOF. THE TOWN OF LITTLE ELM USES RAISED PAVEMENT MARKINGS (BUTTONS) FOR STRIPING AND THERMOPLASTIC MARKINGS IN LIEU OF PAINT. THE MINIMUM SIGN SIZE SHALL BE THE STANDARD SIZE IN THE MANUAL. DETAILS ARE AVAILABLE UPON REQUEST FOR THE TYPE OF BUTTON PATTERNS, POSTS, AND CONNECTIONS REQUIRED FOR THE SIGNS.
7. THE CONTRACTOR SHALL MAKE EVERY EFFORT NOT TO IMPEDE TRAFFIC ON EXISTING STREETS, ALLEYS, OR FIRE LANES OPEN TO THE PUBLIC. IN THE EVENT THE CONSTRUCTION WORK REQUIRES THE CLOSURE OF AN EXISTING STREET, ALLEY, OR FIRE LANE, THE CONTRACTOR SHALL REQUEST THE ROAD CLOSURE THROUGH THE TOWN. IF THE CLOSURE ELIMINATES THE SECOND POINT OF ACCESS TO EXISTING BUILDINGS WITH A CERTIFICATE OF OCCUPANCY, THEN THE ACCESS MAY NOT BE CLOSED FOR MORE THAN FORTY-EIGHT (48) HOURS AND WILL REQUIRE FIRE MARSHAL APPROVAL IN EITHER CASE. UNLESS OTHERWISE SPECIFIED BY THE TOWN, ALL OTHER STREETS OR ALLEYS MAY NOT BE CLOSED FOR MORE THAN SEVENTY-TWO (72) HOURS.
8. THE CONTRACTOR SHALL INSTALL TEMPORARY FENCES TO PROTECT HORSES AND LIVESTOCK WHERE NECESSARY.
9. ALL CONCRETE STRUCTURES, WHETHER PRECAST OR CAST-IN-PLACE, SHALL BE DESIGNED WITH APPROPRIATE SULFATE RESISTANT CEMENT OR EQUIVALENT BASED ON LOCAL SOIL CONDITIONS. PRECAST MANHOLES OR OTHER SPECIAL STRUCTURES IN ANY RIGHT-OF-WAY OR FIRE LANE EASEMENTS WILL REQUIRE A CERTIFICATION FROM THE MANUFACTURER THAT THE PRODUCT MEETS THE DESIGN CRITERIA AND TWENTY-EIGHT (28) DAY COMPRESSIVE STRENGTH. CAST-IN-PLACE MANHOLES OR OTHER SPECIAL STRUCTURES IN ANY RIGHT-OF-WAY AND FIRE LANE OR UTILITY EASEMENTS WILL REQUIRE CYLINDERS TO BE MADE FOR STRENGTH TESTS BY AN APPROVED LABORATORY. SAMPLES FOR STRENGTH TESTS OF EACH CLASS OF CONCRETE PLACED EACH DAY SHALL BE TAKEN NOT LESS THAN ONCE A DAY, NOR LESS THAN ONCE FOR EACH 100-150 CU YD OF CONCRETE, NOR LESS THAN ONCE FOR EACH 5000 SQ FT OF SURFACE AREA FOR SLABS OR WALLS. FOUR (4) CYLINDERS SHALL BE MADE: ONE (1) SHALL BE BROKEN AT SEVEN (7) DAYS, TWO (2) SHALL BE BROKEN AT TWENTY-EIGHT (28) DAYS, AND ONE (1) SHALL BE HELD IN RESERVE FOR DAMAGE OF ANY OF THE OTHER THREE (3). THE AVERAGE STRENGTH OF TWO (2) CYLINDERS FROM THE SAME SAMPLE, TESTED AT TWENTY-EIGHT (28) DAYS, IS REQUIRED FOR EACH STRENGTH TEST; ANY STRENGTH TEST BEYOND TWENTY-EIGHT (28) DAYS IS UNACCEPTABLE. IF THE TWENTY-EIGHT (28) DAY DESIGN STRENGTH IS NOT REACHED UPON STRENGTH TESTING THE CYLINDERS, THE DEFICIENT AREA SHALL BE CORED IMMEDIATELY TO BE PROVED OUT. FOR ANY AREAS DEFICIENT IN STRENGTH BY NOT MORE THAN 500 PSI, THE CONTRACTOR SHALL PAY TO THE TOWN ONE (1) TIME THE UNIT BID PRICE PER SQUARE YARD FOR THE AREA DETERMINED TO DEFICIENT IN STRENGTH. FOR ANY AREAS DEFICIENT IN STRENGTH BY MORE THAN 500 PSI BUT NOT MORE THAN 1000 PSI, THE CONTRACTOR SHALL PAY TO THE TOWN TWO (2) TIMES THE UNIT BID PRICE PER SQUARE YARD FOR THE AREA DETERMINED TO DEFICIENT IN STRENGTH. FOR ANY AREAS DEFICIENT IN STRENGTH BY MORE THAN 1000 PSI, THE STRUCTURE SHALL BE REMOVED AND RECONSTRUCTED AT THE FULL EXPENSE OF THE CONTRACTOR. PRIOR TO TOWN ACCEPTANCE OF ANY PENALTY PAYMENTS FOR ANY TRAFFIC BEARING STRUCTURE THAT DOES NOT MEET TWENTY-EIGHT (28) DAY DESIGN STRENGTH; THE DESIGN ENGINEER SHALL PROVIDE A SEALED STRUCTURAL EVALUATION THAT ASSESSES THE PERFORMANCE ADEQUACY OF THE DEFICIENT STRUCTURE AS CONSTRUCTED UNDER THE DESIGN SERVICE LOADS. ALL CORING AND ADDITIONAL LABORATORY TESTING SHALL BE AT THE EXPENSE OF THE CONTRACTOR.
10. BLASTING IS NOT PERMITTED ON THIS PROJECT.
11. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
12. THESE PLANS DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF THE REGISTERED PROFESSIONAL ENGINEER(S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THE WORK.
13. THE TRENCH EXCAVATION AND SHORING SAFETY SYSTEM, AS OUTLINED IN THE TECHNICAL SPECIFICATIONS, WILL BE REQUIRED AS A MINIMUM TRENCH SAFETY MEASURE.
14. A PRE-CONSTRUCTION CONFERENCE IS TO BE HELD PRIOR TO BEGINNING CONSTRUCTION. THIS CONFERENCE SHALL TAKE PLACE AT A LOCATION SELECTED BY OWNER & ENGINEER. CONTRACTOR TO ARRANGE A MEETING DATE WITH THE OWNER AT LEAST SEVEN DAYS PRIOR TO THE MEETING TIME.
15. CONTRACTOR SHALL NOTIFY THE OWNER, OWNER'S REPRESENTATIVE, AND TCEQ BY TELEPHONE A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION STARTUP, FOLLOWED BY A LETTER OF CONFIRMATION.
16. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR ARE TO BE OBTAINED AT THE CONTRACTORS EXPENSE.
17. CONTRACTOR SHALL GIVE A MINIMUM OF 48 HOURS NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK.
18. CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF THESE CONSTRUCTION OPERATIONS ARE TO BE REPAIRED IMMEDIATELY BY THE CONTRACTOR TO AT LEAST THE PRE-EXISTING CONDITION AT NO ADDITIONAL COST TO OWNER.
19. LOCATION OF EXISTING UTILITIES SHOWN ON PLANS WAS COMPILED FROM RECORD INFORMATION. NO WARRANTY IS IMPLIED AS TO THE ACTUAL LOCATION OF EXISTING UTILITIES. CONTRACTOR TO FIELD VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
20. WHEN UNLOCATED OR INCORRECTLY LOCATED UNDERGROUND PIPING OR A BREAK IN A LINE OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURE DIRECTIONS. THE CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.
21. THE CONTRACTOR SHALL MAINTAIN ACCESS TO PUBLIC AND PRIVATE FACILITIES DURING CONSTRUCTION. CONSTRUCTION ACTIVITIES TO BE COORDINATED WITH THE OWNER.
22. THE CONTRACTOR SHALL COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES WITH APPLICABLE UTILITY COMPANY OR COMPANIES. ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.
23. THE CONTRACTOR SHALL LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, AND CONTROL POINTS. THE CONTRACTOR SHALL RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY A REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
24. EXISTING PAVING, BUILDING, AND OTHER ITEMS SHOWN ON PLANS NOT SPECIFICALLY RELATED TO THE WORK OF THE CONTRACTOR IS FOR INFORMATION ONLY.
25. DEMOLITION PERMITS (IF NEEDED) ARE TO BE OBTAINED BY THE CONTRACTOR.
26. COORDINATES SHOWN FOR STRUCTURE LOCATIONS ARE REFERENCED TO OUTSIDE FACE OF EXTERIOR WALL AT GRADE OR TO CENTERLINE OF STRUCTURE, UNLESS OTHERWISE ON PLANS.
27. EXISTING SURFACE AND SUBSURFACE STRUCTURES (GAS MAINS, WATER MAINS, STORM SEWERS, TELEPHONE CABLES, ETC.) ARE SHOWN ON THE PLANS IF THEIR LOCATION HAS BEEN DETERMINED, BUT IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID DAMAGING THESE EXISTING STRUCTURES WHETHER OR NOT THEY ARE SHOWN ON THE PLANS. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE STRUCTURES ON THE PLANS OR TO SHOW THEM IN THEIR EXACT LOCATION. IF ANY STRUCTURE IS DAMAGED BY THE CONTRACTOR, IT SHALL BE HIS RESPONSIBILITY TO REPAIR THE DAMAGE AT HIS OWN EXPENSE AND RESTORE THE STRUCTURE TO ITS ORIGINAL CONDITION.
28. THE ORIGINAL PLANS FOR THIS PROJECT WERE PREPARED ON STANDARD SIZE SHEETS (24-INCHES X 36-INCHES). THE SPECIFIC SCALE FOR THE INDIVIDUAL UNITS WOULD BE TRUE ONLY ON THE ORIGINAL TRACING. REPRODUCED COPIES, REDUCTIONS OR OTHER METHODS OF PRINTING MAY CHANGE OR ALTER THE SCALE. THE ENGINEER IS NOT RESPONSIBLE FOR SCALE DIMENSIONS UTILIZED BY OTHERS ON THESE PLANS.
29. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS, ELEVATIONS AND DIMENSIONS OF ADJACENT AND/OR CONFLICTING UTILITIES IN ADVANCE OF CONSTRUCTION IN ORDER THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES, IF REQUIRED. THE CONTRACTOR SHALL PRESERVE AND PROTECT PUBLIC UTILITIES AT ALL TIMES DURING CONSTRUCTION. ANY DAMAGE TO UTILITIES RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT HIS EXPENSE. THE ENGINEER SHALL BE NOTIFIED WHEN PROPOSED FACILITY GRADES CONFLICT WITH EXISTING UTILITY GRADES.
30. ALL CONCEPTS, IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THESE INSTRUMENTS, AS OUTLINED ON THE TITLE SHEET INDEX, AND BY ANY ADDENDUM ARE OWNED BY AND ARE THE PROPERTY OF TRC ENGINEERS, INC. AND WERE CREATED AND DEVELOPED FOR THE USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. THESE CONCEPTS, IDEAS, DESIGNS ARRANGEMENTS OR PLANS SHALL NOT BE USED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION AND CONSENT OF TRC ENGINEERS, INC. OF AUSTIN, TEXAS.
31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING "AS-RECORDED" PLANS TO THE ENGINEER OF RECORD SHOWING THE LOCATION OF ALL DRAINAGE STRUCTURES. THIS INFORMATION SHALL BE PLACED ON THE ENGINEERING PLANS AND MARKED "RECORD DRAWING" PLANS ALONG WITH THE DATE AND THE NAME OF THE CONTRACTOR BY THE ENGINEER OF RECORD. COPIES OF THESE "RECORD DRAWING" PLANS SHALL BE FURNISHED TO THE TOWN ON MYLARS, BLACKLINE PRINTS, AND ELECTRONICALLY AS REQUIRED UNDER THE TOWN'S "FINAL ACCEPTANCE CHECKLIST."
32. THE CONTRACTOR SHALL FURNISH A MAINTENANCE BOND IN THE AMOUNT OF 10 % (TEN PERCENT) OF THE TOTAL CONTRACT PRICE TO THE TOWN TO RUN TWO (2) YEARS FROM THE DATE OF FINAL ACCEPTANCE OF THE SYSTEM BY THE TOWN.
33. POWER POLES TO BE BRACED AT CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL NOTIFY/COORDINATE WITH THE APPROPRIATE UTILITY COMPANY.
34. CONTRACTOR TO CONTACT DIG-TESS 48 HOURS PRIOR TO BEGINNING CONSTRUCTION (1-800-DIG-TESS). CONTRACTOR SHALL MAINTAIN A CALL LOG OF CALLS TO DIG-TESS, AND PROVIDE A COPY TO THE OWNER AS REQUIRED.
35. THE REQUIRED REMOVAL OF ANY TREES, SHRUBS, OR SMALL STRUCTURES SHALL BE SUBSIDIARY TO THE TOTAL COST OF THE PROJECT. TEMPORARY FENCING SHALL BE PROVIDED BY THE CONTRACTOR, AS REQUIRED, AND IS NOT A DIRECT PAY ITEM. LIVESTOCK SHALL BE CONTROLLED AND PREVENTED FROM INJURY BY THE USE OF SUITABLE TEMPORARY FENCING.
36. ALL PROPERTY OWNERS AFFECTED BY CONSTRUCTION SHALL, AT ALL TIMES, BE INFORMED AND UPDATED WITH THE PROGRESS AND SCHEDULE OF CONSTRUCTION.
37. ALL EXCAVATED MATERIAL NOT USED IN BACKFILLING WILL BE DISPOSED OF BY THE CONTRACTOR AT A SITE OBTAINED BY THE CONTRACTOR AND APPROVED BY THE OWNER. DISPOSAL OF EXCAVATED MATERIALS SHALL BE IN ACCORDANCE WITH ALL TCEQ RULES AND REGULATIONS.



PROJECT C
TRIPLE CREEK DR.
PROJECT LAYOUT
SCALE: 1" = 150'



LEGEND

S — SANITARY SEWER	PROPERTY CORNER
W — WATER LINE	CONCRETE MONUMENT
GAS — GAS LINE	STORM SEWER MANHOLE
TEL — TELEPHONE CABLE	SANITARY SEWER MANHOLE
X — BARB WIRE FENCE	TELEPHONE MANHOLE
OO — CHAIN LINK FENCE	WATER/GAS METER
WOOD FENCE	FIRE HYDRANT
PL — PROPERTY LINE	POWER POLE
FO — FIBER OPTICS LINE	POWER POLE W/GUY WIRE
OE — OVERHEAD ELECTRIC	TELEPHONE PEDESTAL
EDGE OF ASPHALT	WATER VALVE
MAILBOX	SHRUB
CONTROL POINT	HIGHWAY SIGN
HANDICAP SIGNAL	GRATE INLET
SPIGOT	CURB INLET
PUMP	SEWER CLEAN OUT
TREE	SEWER VENT
TREELINE	

NO.	REVISION	DATE

DESIGN BY: JCALMAN
DRAWN BY:
CHECKED BY: JTHOMAS
SCALE:
JOB NUMBER: 243477

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02-9-2016

TOWN OF LITTLE ELM, TEXAS
MCCORD PARK DRAINAGE IMPROVEMENTS
PROJECT LAYOUT

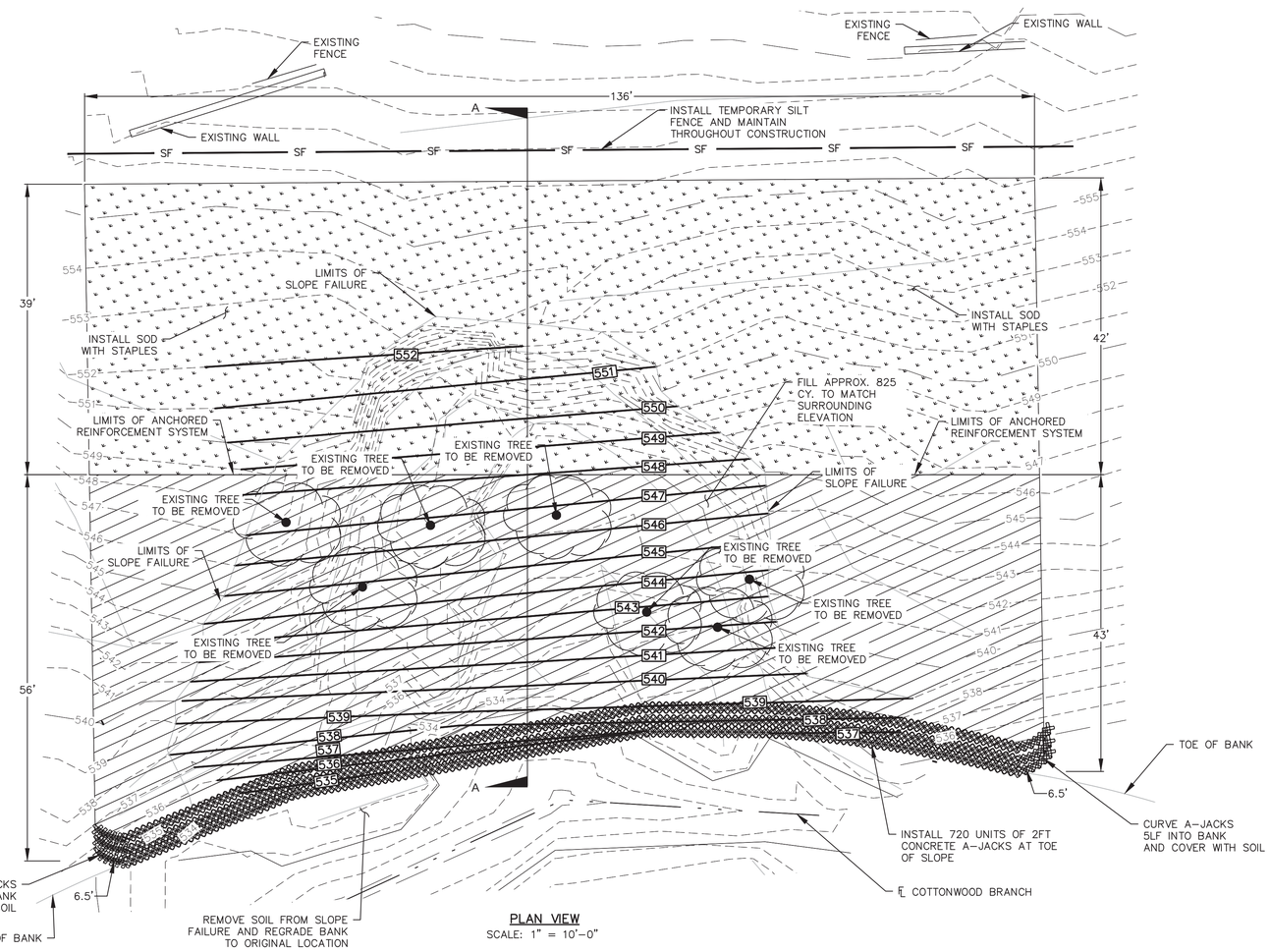
LITTLEELM

SHEET
3 OF 9

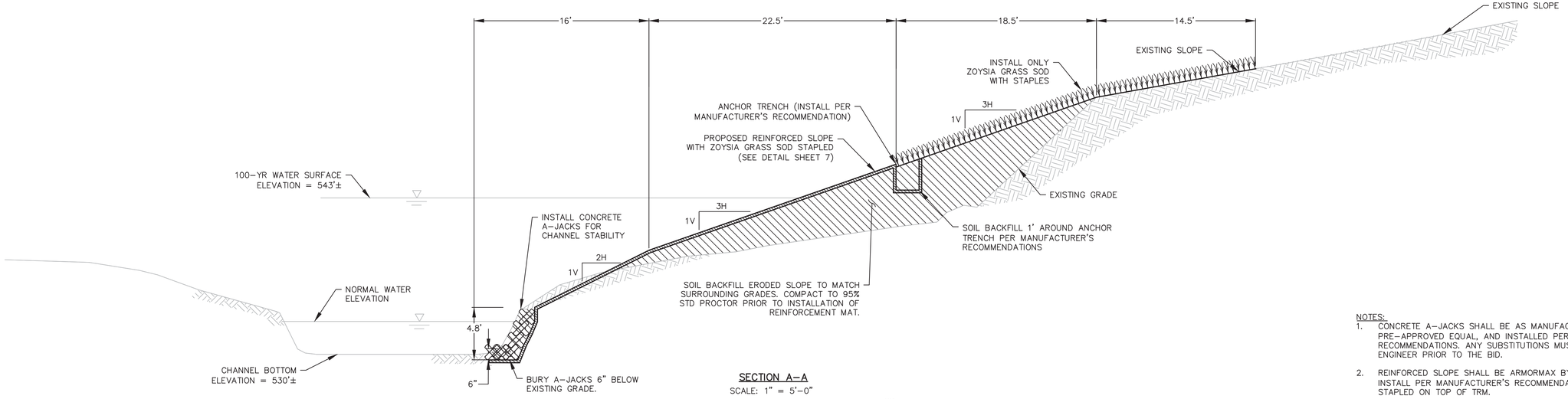
FEBRUARY 2016

H:\WORK IN PROGRESS\LITTLE ELM\243477 MCCORD PARK DRAINAGE\DRAWINGS\3 PROJECT LAYOUT.DWG - 2/9/16

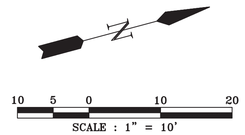
NOTE:
EXISTING SURFACE AND SUBSURFACE STRUCTURES (GAS MAINS, WATER MAINS, STORM SEWERS, TELEPHONE CABLES, ETC.) ARE SHOWN ON THE PLANS IF THEIR LOCATION HAS BEEN DETERMINED, BUT IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID DAMAGING THESE EXISTING STRUCTURES WHETHER OR NOT THEY ARE SHOWN ON THE PLANS. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE STRUCTURES ON THE PLANS OR TO SHOW THEM IN THEIR EXACT LOCATION. IF ANY STRUCTURE IS DAMAGED BY THE CONTRACTOR IT SHALL BE HIS RESPONSIBILITY TO REPAIR THE DAMAGE AT HIS OWN EXPENSE AND RESTORE THE STRUCTURE TO ITS FUNCTIONAL USE.



PLAN VIEW
SCALE: 1" = 10'-0"



SECTION A-A
SCALE: 1" = 5'-0"



LEGEND:

ARMORMAX WITH SOD

SOD WITH SOD STAPLES
(NO TURF REINFORCEMENT MAT)

NOTES:
1. CONCRETE A-JACKS SHALL BE AS MANUFACTURED BY ARMORTEC OR PRE-APPROVED EQUAL, AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. ANY SUBSTITUTIONS MUST BE PRE-APPROVED BY THE ENGINEER PRIOR TO THE BID.
2. REINFORCED SLOPE SHALL BE ARMORMAX BY PROPEX OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S RECOMMENDATION WITH ZOYSIA GRASS SOD STAPLED ON TOP OF TRM.

DATE	REVISION	NO.	
DESIGN BY:	JCALMAN		
DRAWN BY:	DGEREMEW		
CHECKED BY:	JTHOMAS		
SCALE:	AS SHOWN		
JOB NUMBER:	243477		

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09-2016

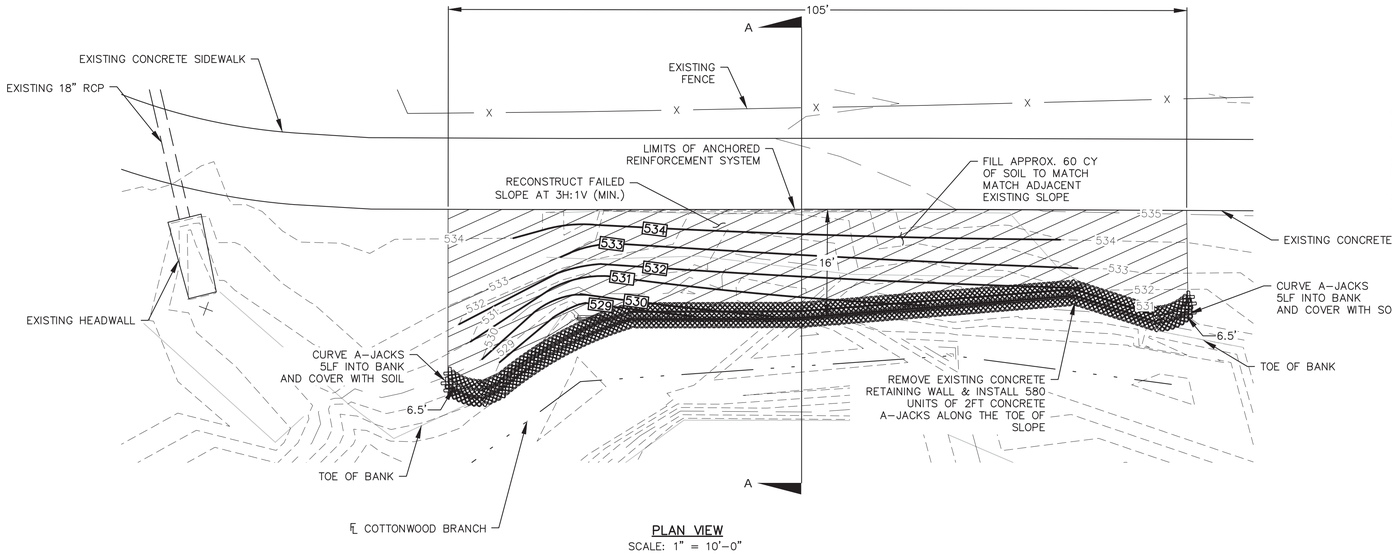
TOWN OF LITTLE ELM, TEXAS
MCCORD PARK DRAINAGE IMPROVEMENTS
PROJECT A - COTTONWOOD BRANCH NORTH

LITTLE ELM

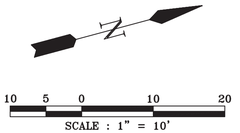
SHEET
4 OF 9

FEBRUARY 2016

H:\WORK IN PROGRESS\LITTLE ELM\243477 MCCORD PARK DRAINAGE\DRAWINGS\4 PROJECT A - COTTONWOOD BRANCH SLOPE RECONSTRUCTION.DWG - 2/9/16



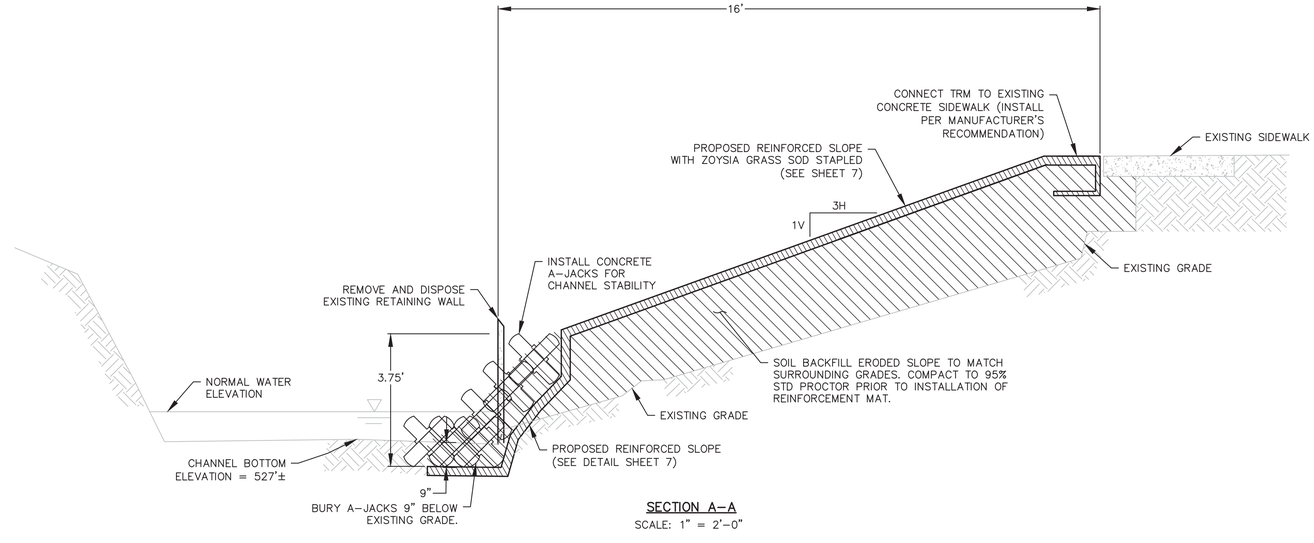
PLAN VIEW
SCALE: 1" = 10'-0"



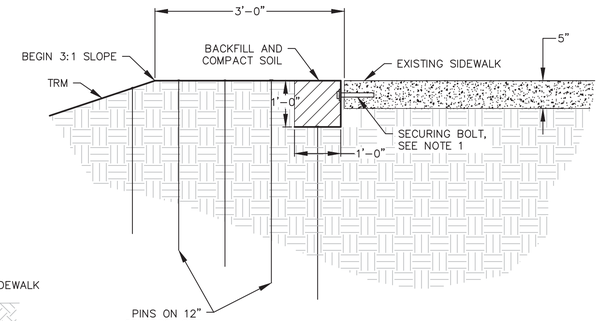
NOTE:
EXISTING SURFACE AND SUBSURFACE STRUCTURES (GAS MAINS, WATER MAINS, STORM SEWERS, TELEPHONE CABLES, ETC.) ARE SHOWN ON THE PLANS IF THEIR LOCATION HAS BEEN DETERMINED, BUT IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID DAMAGING THESE EXISTING STRUCTURES WHETHER OR NOT THEY ARE SHOWN ON THE PLANS. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE STRUCTURES ON THE PLANS OR TO SHOW THEM IN THEIR EXACT LOCATION. IF ANY STRUCTURE IS DAMAGED BY THE CONTRACTOR IT SHALL BE HIS RESPONSIBILITY TO REPAIR THE DAMAGE AT HIS OWN EXPENSE AND RESTORE THE STRUCTURE TO ITS FUNCTIONAL USE.

LEGEND:

ARMORMAX WITH SOD



SECTION A-A
SCALE: 1" = 2'-0"



TRM/HPTRM BOLTED CONNECTION TO CONCRETE STRUCTURE
NTS

NOTES:

1. SECURING BOLT TO BE 5" LONG, 3/4" DIAMETER GALVANIZED STEEL BOLT OR APPROVED EQUIVALENT TO BE EMBEDDED 3" MINIMUM INTO CONCRETE STRUCTURE AT 2' MINIMUM LONGITUDINAL SPACING FOR ATTACHMENT OF ARMORMAX BY GALVANIZED NUT AND 1.5" DIAMETER MINIMUM WASHER.
2. THE 12", 18" AND 24" SECURING PINS ARE COMPOSED OF WIRE, MUSHROOMED AT THE TOP. A WASHER IS THEN PLACED ON THE WIRE AND THE WIRE IS CRIMPED OR WEDGED ABOUT 3-1/2" BELOW THE TOP SO THE WASHER WILL NOT SLIDE OFF. THE END OF THE WIRE IS CUT A 45 DEGREE ANGLE FOR EASY PENETRATION OF THE SOIL. THESE PINS WITH WASHERS CONFORM TO INDUSTRY FOR EROSION CONTROL PINS WITH WASHERS.
3. CONCRETE A-JACKS SHALL BE AS MANUFACTURED BY ARMORTEC OR PRE-APPROVED EQUAL, AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. ANY SUBSTITUTIONS MUST BE PRE-APPROVED BY THE ENGINEER PRIOR TO THE BID.
4. REINFORCED SLOPE SHALL BE ARMORMAX BY PROPEX OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S RECOMMENDATION WITH GRASS SOD STAPLED ON TOP OF TRM.

	DATE

	NO.	REVISION

DESIGN BY:	JCALMAN
DRAWN BY:	DGEREMEW
CHECKED BY:	JTHOMAS
SCALE:	AS SHOWN
JOB NUMBER:	243477

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TRC ENGINEERS, INC.
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STATE OF TEXAS
JUSTIN THOMAS
98403
LICENSED
PROFESSIONAL ENGINEER
2-9-2016

TOWN OF LITTLE ELM, TEXAS
MCCORD PARK DRAINAGE IMPROVEMENTS
PROJECT B - COTTONWOOD BRANCH SOUTH

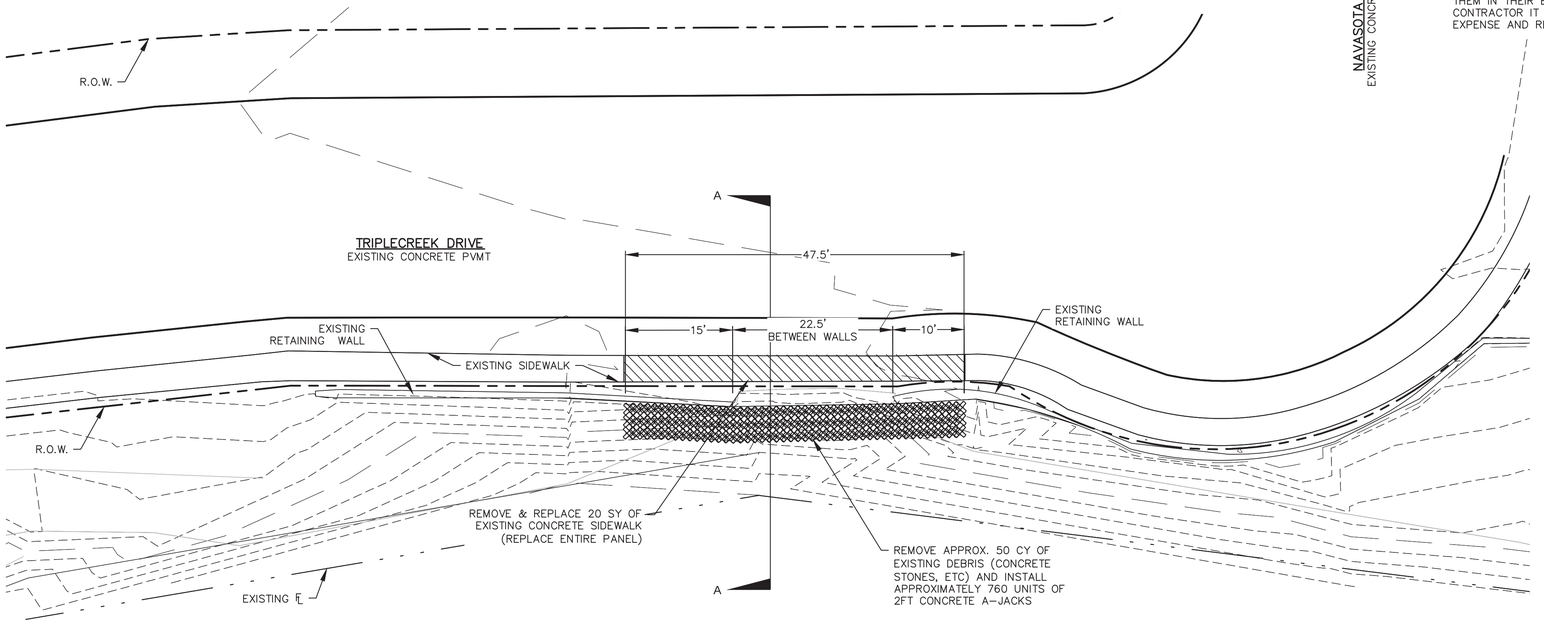
LITTLEELM

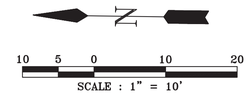
SHEET
5 OF 9

FEBRUARY 2016

H:\WORK IN PROGRESS\LITTLE ELM\243477 MCCORD PARK DRAINAGE\DRAWINGS\5 PROJECT B - SIDEWALK EROSION CONTROL.DWG - 2/9/16

NOTE:
EXISTING SURFACE AND SUBSURFACE STRUCTURES (GAS MAINS, WATER MAINS, STORM SEWERS, TELEPHONE CABLES, ETC.) ARE SHOWN ON THE PLANS IF THEIR LOCATION HAS BEEN DETERMINED, BUT IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID DAMAGING THESE EXISTING STRUCTURES WHETHER OR NOT THEY ARE SHOWN ON THE PLANS. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE STRUCTURES ON THE PLANS OR TO SHOW THEM IN THEIR EXACT LOCATION. IF ANY STRUCTURE IS DAMAGED BY THE CONTRACTOR IT SHALL BE HIS RESPONSIBILITY TO REPAIR THE DAMAGE AT HIS OWN EXPENSE AND RESTORE THE STRUCTURE TO ITS FUNCTIONAL USE.





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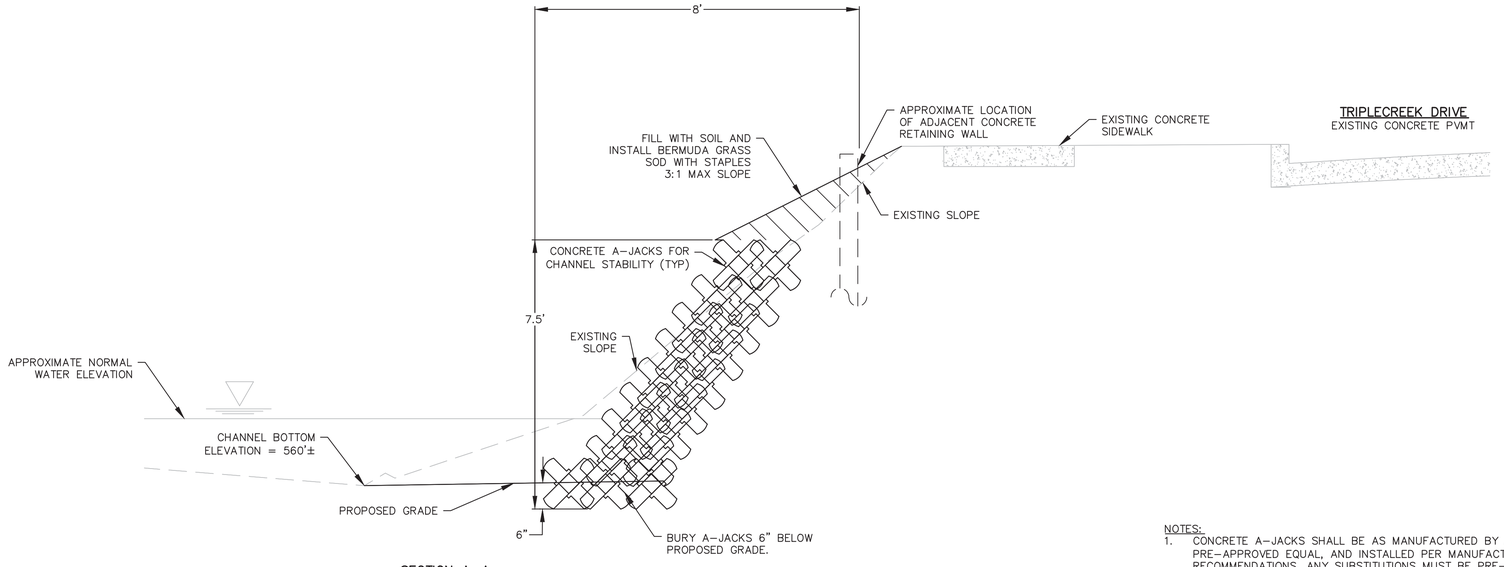
ELDORADO ESTATES WEST PHASE 3
CABINET W, PAGE 140
P.R.D.C.T

PLAN VIEW
SCALE: 1" = 10'-0"



SECTION A-A
SCALE: 1" = 2'-0"

NOTES:
1. CONCRETE A-JACKS SHALL BE AS MANUFACTURED BY ARMORTEC OR PRE-APPROVED EQUAL, AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. ANY SUBSTITUTIONS MUST BE PRE-APPROVED BY THE ENGINEER PRIOR TO THE BID.

423

DATE	REVISION	NO.	

DESIGN BY:	JCALMAN
DRAWN BY:	DGEREMEW
CHECKED BY:	JTHOMAS
SCALE:	AS SHOWN
JOB NUMBER:	243477

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STATE OF TEXAS
JUSTIN THOMAS
98403
LICENSED
PROFESSIONAL ENGINEER
6-9-2016

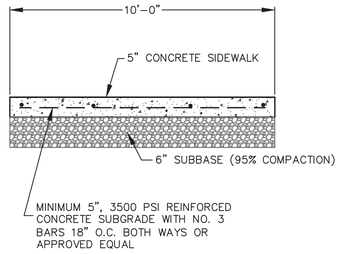
TOWN OF LITTLE ELM, TEXAS
MCCORD PARK DRAINAGE IMPROVEMENTS
PROJECT C - TRIPLECREEK
SLOPE RECONSTRUCTION

LITTLE ELM

SHEET
6 OF 9

FEBRUARY 2016

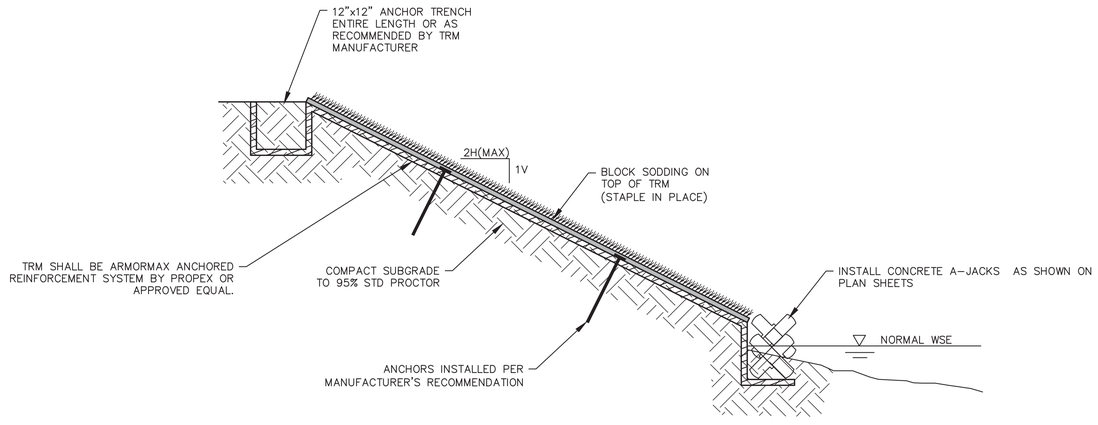
H:\WORK IN PROGRESS\LITTLE ELM\243477 MCCORD PARK DRAINAGE\DRAWINGS\6 PROJECT C - TRIPLECREEK.DWG



SIDEWALK NOTES:

1. PROVIDE $\frac{1}{2}$" EXPANSION JOINT WHERE NEW SIDEWALK ABUTS EXISTING SIDEWALK AND AT 100' INTERVALS
2. PROVIDE $\frac{1}{4}$"W x $\frac{1}{2}$"D SAWCUT JOINTS AT 5' INTERVALS
3. SIDEWALK TO CONFORM TO ALL A.D.A. AND TEXAS ACCESSIBLITY STANDARDS (TAS)
4. MAXIMUM GRADE LESS THAN FIVE PERCENT (5%).
5. CROSS SLOPE MAXIMUM IS ONE AND ONE HALF PERCENT (1.5%)

SIDEWALK DETAIL
N.T.S.



REINFORCED SLOPE
TYPICAL CROSS SECTION
N.T.S.

DESIGN BY:	JCALMAN
DRAWN BY:	DGEREMEW
CHECKED BY:	JTHOMAS
SCALE:	
JOB NUMBER:	243477

NO.	REVISION	DATE

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2-9-2016

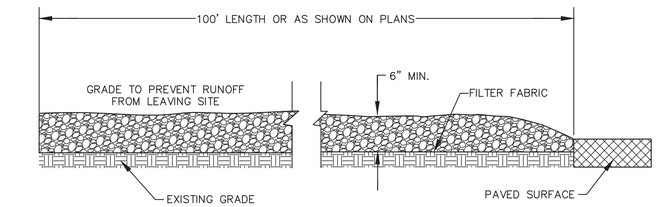
TOWN OF LITTLE ELM, TEXAS
MCCORD PARK DRAINAGE IMPROVEMENTS
MISCELLANEOUS DETAILS

LITTLE ELM

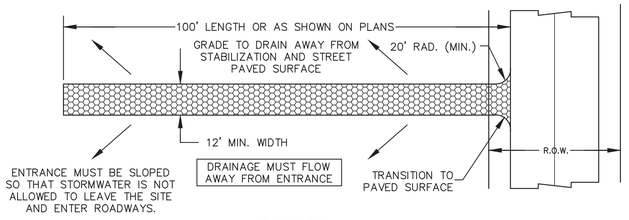
SHEET 7 OF 9

FEBRUARY 2016

I:\INFRASTRUCTURE\WORK IN PROGRESS\LITTLE ELM\243477 MCCORD PARK DRAINAGE\DRAWINGS\7 MISCELLANEOUS DETAILS.DWG - 2/9/16



PROFILE VIEW



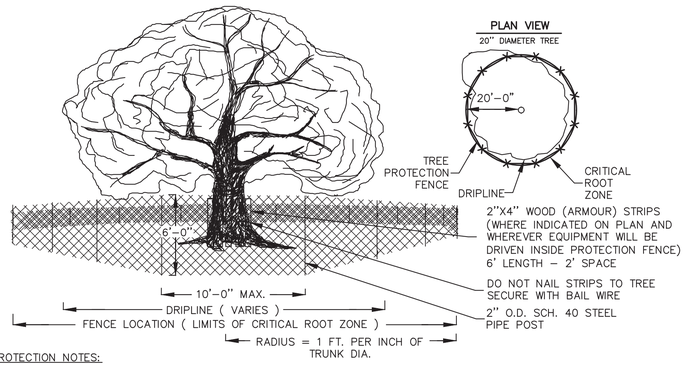
PLAN VIEW

STABILIZED CONSTRUCTION ENTRANCE

N.T.S.

CONSTRUCTION ENTRANCE NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIAMETER COARSE AGGREGATE.
2. LENGTH SHALL BE AS SPECIFIED IN THE SWPPP.
3. THE THICKNESS SHALL NOT BE LESS THAN 12 INCHES.
4. THE WIDTH SHALL BE NO LESS THAN THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRED PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
7. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
8. PREVENT SHORTCUTTING OF THE FULL LENGTH OF THE CONSTRUCTION ENTRANCE BY INSTALLING BARRIERS AS NECESSARY.
9. INSPECTION SHALL BE AS SPECIFIED IN THE SWPPP.



TREE PROTECTION NOTES:

1. ALL TREES WITHIN 15' OF CONSTRUCTION AREA SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING.UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.
2. TREE PROTECTION FENCES SHALL BE ERECTED PER DETAIL ABOVE.
3. TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING, OR GRADING).
4. FENCES SHALL COMPLETELY SURROUND THE TREE OR CLUSTERS OF TREES; WILL BE LOCATED AT THE OUTERMOST LIMITS OF THE TREE BRANCHES (DRIPLINE); AND WILL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROJECT IN ORDER TO PREVENT THE FOLLOWING:
   A. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT OR MATERIALS.
   B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6 INCHES CUT OR FILL).
   C. WOUNDS TO EXPOSED ROOTS, TRUNK OR LIMBS BY MECHANICAL EQUIPMENT.
   D. OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRES.
5. EXCEPTIONS TO INSTALLING FENCES AT TREE DRIPLINES MAY BE PERMITTED IN THE FOLLOWING CASES:
   A. WHERE PERMEABLE PAVING IS TO BE INSTALLED, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA.
   B. WHERE TREES ARE CLOSE TO PROPOSED BUILDING'S ERECT THE FENCE NO CLOSER THAN 6 FEET TO THE BUILDING.
   C. WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE, OR OTHER SPECIAL REQUIREMENTS.
6. WHERE ANY OF THE ABOVE EXCEPTION RESULT IN A FENCE BEING CLOSER THAN 4 FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF 8 FEET (OR TO THE LIMITS OF LOWER BRANCHES) IN ADDITION TO THE REDUCED FENCING PROVIDED.
7. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN AREAS OF UNPROTECTED ROOT ZONES (UNDER DRIPLINES, THOSE AREAS SHOULD BE COVERED WITH 4 INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION.
8. ALL GRADING WITHIN PROTECTED ROOT ZONE AREA SHALL BE DONE BY HAND OR WITH SMALL EQUIPMENT TO MINIMIZE ROOT DAMAGE. PRIOR TO GRADING, RELOCATE PROTECTIVE FENCING TO 2 FEET BEHIND THE GRADE CHANGE AREA.
9. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOILS AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
10. PRIOR TO EXCAVATION OR GRADE CUTTING WITHIN TREE DRIPLINES, MAKE A CLEAN CUT BETWEEN THE DISTURBED AND UNDISTURBED ROOT ZONES WITH A ROCK SAW OR SIMILAR EQUIPMENT TO MINIMIZE DAMAGE TO REMAINING ROOTS.
11. TREES MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES SHOULD BE WATERED DEEPLY ONCE A WEEK DURING PERIODS OF HOT, DRY WEATHER. TREE CROWNS SHOULD BE SPRAYED WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
12. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
13. NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRIPLINE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.
14. PRUNING TO PROVIDE CLEARANCE OF STRUCTURES, VEHICULAR TRAFFIC AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.
15. ALL FINISHED PRUNING MUST BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES).
16. OWNERS REPRESENTATIVE SHALL BE CONTACTED PRIOR TO REMOVAL OF ANY TREES.

TREE PROTECTION

N.T.S.

GENERAL NOTES FOR STORM WATER POLLUTION PREVENTION PLAN:

1. ALL OPERATORS AND/OR CONTRACTORS SHALL CONFORM TO THE TERMS AND CONDITIONS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEMS(NPDES) GENERAL PERMIT AS PUBLISHED IN THE FEDERAL REGISTER, VOL. 57, NO. 175, SEPTEMBER 9, 1992, BY THE ENVIRONMENTAL PROTECTION AGENCY(EPA).
2. THE NOTICE OF INTENT (NOI), AS REQUIRED BY THE GENERAL PERMIT, MUST BE PROPERLY DISPLAYED ON SITE AT ALL TIMES BY EACH OPERATOR.
3. ALL RELEASES OF REPORTABLE QUANTITIES OF HAZARDOUS SUBSTANCES SHALL BE REPORTED IMMEDIATELY TO THE FACILITY OPERATOR AND EPA.
4. QUALIFIED OPERATOR PERSONNEL MUST INSPECT THE SITE AT LEAST ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS OF A 1/2 – INCH OR GREATER RAINFALL EVENT. THE INSPECTOR SHALL DOCUMENT THE RESULTS.
5. MODIFICATIONS TO THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE IMPLEMENTED AND BE IN-PLACE.
6. IF ANY CONTRACTOR SEES A VIOLATION BY AN OPERATOR OR ANOTHER CONTRACTOR, HE SHALL NOTIFY THE OPERATOR AND CONTRACTOR IN VIOLATION, AS WELL AS THE FACILITY OPERATOR.
7. EROSION CONTROL SHALL BE INSTALLED PRIOR TO ANY GRADING.
8. ACCUMULATED SILT DEPOSITS SHALL BE REMOVED FROM SILT FENCES WHEN SILT DEPTH REACHES SIX INCHES. REMOVAL OF SILT DEPOSITS BY THE CONTRACTOR SHALL BE INCIDENTAL TO THE PERFORMANCE OF THE CONTRACT AND A SEPARATE BID ITEM SHALL NOT BE INCLUDED.
9. THE CONTRACTOR SHALL ADD OR DELETE EROSION PROTECTION AT THE REQUEST AND DIRECTION OF THE OPERATOR OR THE OWNER.
10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTROL AND LIMIT SILT AND SEDIMENT LEAVING THE SITE. SPECIFICALLY, THE CONTRACTOR SHALL PROTECT ALL PUBLIC STREETS, ALLEYS, STREAMS AND STORM DRAINAGE SYSTEMS FROM EROSION DEPOSITS.
11. IF ANY EROSION CONTROL IS REMOVED FOR CONSTRUCTION AND/OR ACCESS PURPOSES, THE CONTRACTOR SHALL REPLACE IT AT THE END OF THE WORK DAY.
12. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE A DUMPSTER (OR EQUAL) TO COLLECT SOLID WASTE MATERIALS DURING CONSTRUCTION. THIS INCLUDES CUPS, CANS PAPER PRODUCTS, ETC.
13. IT IS ANTICIPATED THAT THE FOLLOWING NON-STORM WATER DISCHARGES WILL BE ASSOCIATED WITH THIS PROJECT. THESE DISCHARGES ARE AUTHORIZED THROUGH THE CONSTRUCTION GENERAL PERMIT: A. FIRE HYDRANT FLUSHINGS B. WATER USED TO WASH VEHICLES AND TO CONTROL DUST C. POTABLE WATER SOURCES INCLUDING WATERLINE FLUSHINGS D. IRRIGATION DRAINAGE E. PAVEMENT WASHDOWN F. UNCONTAMINATED GROUND WATER G. CONSTRUCTION WATER
14. CONSTRUCTION WASTE DISPOSAL CONTAINERS SHALL BE PROVIDED ON THE SITE FOR DISPOSAL OF ALL NON-HAZARDOUS CONSTRUCTION WASTE MATERIALS. THE CONTAINERS SHALL BE HAULED TO LANDFILL BY THE CONTRACTOR.
15. ALL HAZARDOUS MATERIALS SHALL BE HANDLED AND DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS.

DEFINITION:
TEMPORARY BARRIER FENCE MADE OF BURLAP OR POLYPROPYLENE MATERIAL WHICH IS WATER PERMEABLE BUT WILL TRAP WATER-BORN SEDIMENT.

PURPOSE:
TO INTERCEPT AND DETAIN WATER-BORN SEDIMENT FROM UNPROTECTED AREAS OF LIMITED EXTENT.

CONDITIONS WHERE PRACTICE APPLIES:
A SILT FENCE IS USED DURING THE PERIOD OF CONSTRUCTION NEAR THE PERIMETER OF A DISTURBED AREA TO INTERCEPT SEDIMENT WHILE ALLOWING WATER TO PERCOLATE THROUGH. THIS FENCE SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED. A SILT FENCE SHOULD NOT BE USED WHERE THERE IS A CONCENTRATION OF WATER IN A CHANNEL OR OTHER DRAINAGE WAY.

DESIGN CRITERIA:
A SILT FENCE IS CONSTRUCTED NEAR THE PERIMETER OF A DISTURBED SITE WITHIN THE DEVELOPING AREA. THE SILT FENCE IS NOT TO BE CONSTRUCTED OUTSIDE THE PROPERTY LINES WITHOUT OBTAINING A LETTER OF PERMISSION FROM THE AFFECTED ADJACENT PROPERTY OWNERS.

A DESIGN IS NOT REQUIRED FOR THE INSTALLATION OF THE SILT FENCE. HOWEVER, THE FOLLOWING CRITERIA SHALL BE OBSERVED:

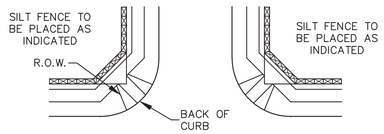
DRAINAGE AREA –	LESS THAN TWO ACRES
HEIGHT –	30 INCHES MINIMUM HEIGHT MEASURED FROM EXISTING OR GRADED GROUND.
MATERIAL –	BURLAP, POLYPROPYLENE FABRIC, OR NYLON REINFORCED WITH POLYESTER NETTING. THE MULLEN BURST STRENGTH SHALL BE GREATER THAN 150 PSI. THE EDGES SHALL BE TREATED TO PREVENT UNRAVELING.
SUPPORT –	STEEL OR WOOD FENCE POSTS SPACED A MAXIMUM OF 8 FEET APART. WOVEN WIRE WILL BE USED TO SUPPORT THE FABRIC MATERIAL.

OUTLET:
A SILT FENCE SHALL BE PLACED AND CONSTRUCTED IN SUCH A MANNER THAT RUNOFF FROM THE DISTURBED SURFACE OR EXPOSED UPLAND AREA SHALL BE INTERCEPTED, SEDIMENT TRAPPED, AND THE SURFACE RUNOFF ALLOWED TO PERCOLATE THROUGH THE STRUCTURE.

A SILT FENCE SHALL BE PLACED IN SUCH A MANNER THAT THE SURFACE RUNOFF WHICH PERCOLATES THROUGH THE SILT FENCE WILL FLOW ONTO AN UNDISTURBED STABILIZED AREA OR STABILIZED OUTLET.

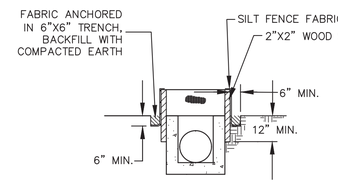
EROSION CONTROL GENERAL NOTES:

1. STEEL OR WOODEN POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
3. THE TRENCH SHOULD BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE TO BE LAID IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE FENCE POSTS.
5. INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN IT HAS SERVED ITS USEFULNESS, SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. SEDIMENT TRAPPED BY THIS PRACTICE SHALL BE DISPOSED OF IN AN APPROVED SITE IN A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES AND DISPOSED OF IN AN APPROVED SPOIL SITE.
9. EROSION PROTECTION WILL BE DELETED OR ADDED AS REQUIRED TO CONFORM WITH THESE REQUIREMENTS.
10. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL EROSION, CONSERVATION, AND SILTATION ORDINANCES. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL DEVICES UPON COMPLETION OF PERMANENT DRAINAGE FACILITIES AND THE ESTABLISHMENT OF A STAND OF GRASS OR OTHER GROWTH TO PREVENT EROSION.
11. ALL SEEDING AND FERTILIZATION OF DISTURBED AREAS WILL BE THE RESPONSIBILITY OF THE GRADING CONTRACTOR, OR THE CONTRACTOR DESIGNATED TO MAINTAIN AND INSTALL THE VARIOUS CONTROL FACILITIES.



EROSION CONTROL DETAIL FOR STREET INTERSECTION

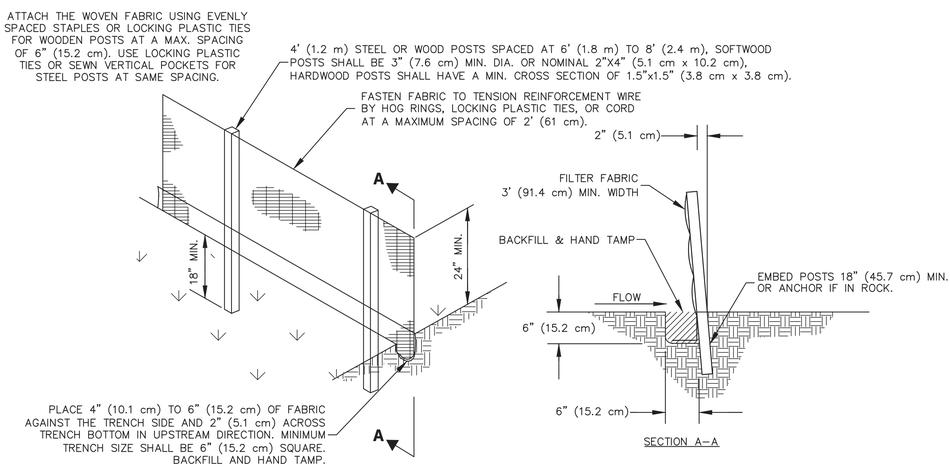
N.T.S.



SIDE VIEW

SILT FENCE EROSION CONTROL DETAIL FOR STORM SEWER INLET

N.T.S.



SILT FENCE DETAIL

N.T.S.

J:\INFRASTRUCTURE\WORK IN PROGRESS\LITTLE ELM\243477 MCCORD PARK DRAINAGE\DRAWINGS\8 EROSION CONTROL DETAIL.DWG - 2/9/16

DESIGN BY:	JCALMAN
DRAWN BY:	DGEREMEW
CHECKED BY:	JTHOMAS
SCALE:	
JOB NUMBER:	243477

NO.	REVISION	DATE

TRC
TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., SUITE 210, ARLINGTON, TEXAS 76015
TBPE FIRM REGISTRATION #: F-262
(817) 522 – 1000

STATE OF TEXAS
JUSTIN THOMAS
98403
LICENSED
PROFESSIONAL ENGINEER
2-9-2016

TOWN OF LITTLE ELM, TEXAS
MCCORD PARK DRAINAGE IMPROVEMENTS
EROSION CONTROL DETAIL

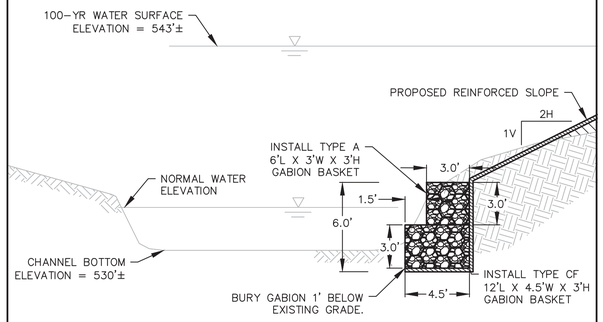
LITTLE ELM

SHEET 8 OF 9

FEBRUARY 2016

QUANTITIES
50 CY OF TYPE A BASKETS
75 CY OF TYPE CF BASKETS
TOTAL: 125 CY OF GABION BASKETS

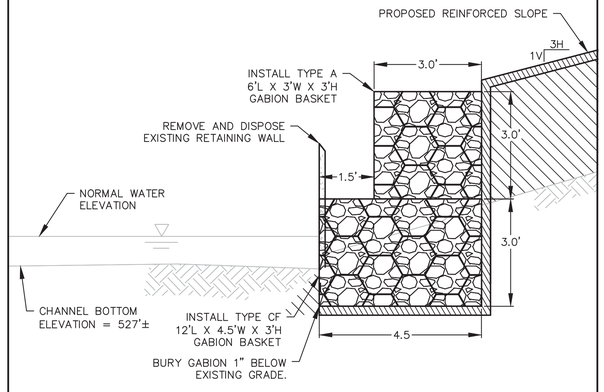
NOTES
ALTERNATE BID FOR SHEET 4. PROPOSED 150LF OF GABION BASKETS IN LIEU OF A–JACKS AS SHOWN BELOW.



PROJECT A
ALTERNATE–GABION
SCALE: 1" = 5'–0"

QUANTITIES
40 CY OF TYPE A BASKETS
60 CY OF TYPE CF BASKETS
TOTAL: 100 CY OF GABION BASKETS

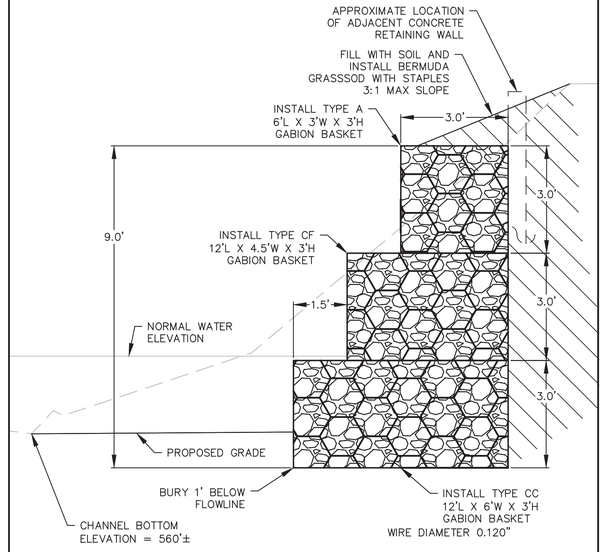
NOTES
ALTERNATE BID FOR SHEET 5 IN PLAN SET. PROPOSED 110LF OF GABION BASKETS IN LIEU OF A–JACKS AS SHOWN BELOW.



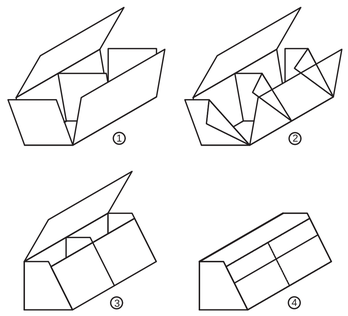
PROJECT B
ALTERNATE–GABION
SCALE: 1" = 2'–0"

QUANTITIES
16 CY OF TYPE A BASKET
24 CY OF TYPE CF BASKET
32 CY OF TYPE CC BASKET
TOTAL: 48 CY OF GABION BASKETS

NOTES
ALTERNATE BID FOR SHEET 6 IN PLAN SET. PROPOSED 48LF OF GABION BASKETS IN LIEU OF A–JACKS AS SHOWN BELOW.

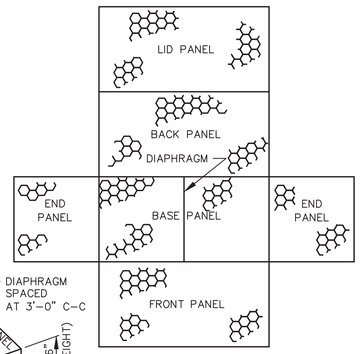


PROJECT C
ALTERNATE–GABION
SCALE: 1" = 2'–0"

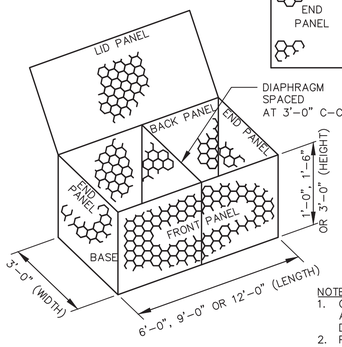


GABION BASKET FOLDING PROCESS
N.T.S.

STANDARD GABION SIZE					
LETTER CODE	LENGTH	WIDTH	HEIGHT	NUMBER OF DIAPHRAGMS	VOLUME CY
A	6'–0"	3'–0"	3'–0"	1	2.0
CC	12'–0"	6'–0"	3'–0"	8	8.0
CF	12'–0"	4'–6"	3'–0"	6	6.0



FLAT LAYOUT OF GABION BASKET
N.T.S.

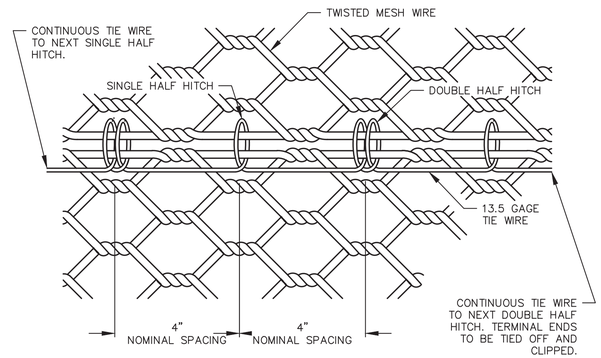


TYPICAL GABION BASKET
N.T.S.

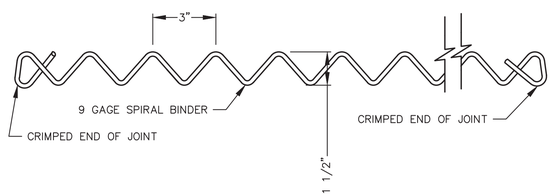
NOTES:
1. FOLLOW STEPS 1 & 2 OF THE TYPICAL GABION BASKET ASSEMBLY.
2. FOLD THE END PANELS AND DIAPHRAGM BACK WHERE THE TOP MEASURES 1'–6".
3. ATTACH FRONT PANEL TO FOLDED END PANELS AND DIAPHRAGM.
4. FOLD LID PANEL OVER TOP AND PARTIALLY OVER FRONT PANEL. USE SPIRAL BINDER LACING AT CONNECTIONS.

NOTES TO ASSEMBLE TYPICAL GABION BASKET:
1. OPEN AND UNFOLD THE GABIONS ONE BY ONE ON A FLAT, HARD SURFACE. ELIMINATE ALL FOLDS DUE TO THE PACKAGING.
2. PULL UP THE SIDES AND THE DIAPHRAGMS TO FORM AN OPEN BOX. BE SURE THE TOP OF THE FACE AND THE SIDE ARE AT THE SAME LEVEL.
3. FOLD BY HAND THE END OF THE REINFORCING WIRE OF THE MAIN UNIT AND THE DIAPHRAGMS ALLOWING THE GABION TO STAND BY ITSELF.

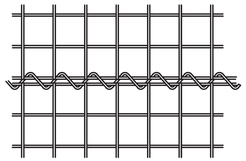
TYPICAL GABION BASKET
(FOR 6'–0", 9'–0" OR 12'–0" GABION)
N.T.S.



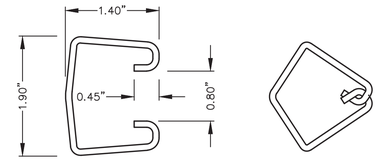
STANDARD TIE WIRE DETAIL
ALTERNATING SINGLE AND DOUBLE HALF HITCHES (LOCKED LOOPS)
(SEE GENERAL NOTE 2)
N.T.S.



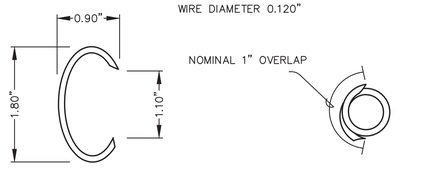
STANDARD SPIRAL BINDER
(SEE GENERAL NOTE 2)
N.T.S.



SPIRAL BINDER LACING
N.T.S.



INTERLOCKING FASTENER



OVERLAPPING FASTENER

ALTERNATIVE GABION JOINT MATERIAL FASTENERS

(FASTENER DIMENSIONS NOMINAL)
(SEE GENERAL NOTES 3 AND 4)
(NOT ALLOWED FOR BASKET TO BASKET CONNECTION)
N.T.S.

GENERAL NOTES:
1. A JOINT CONNECTION MUST BE MADE WHERE ANY PANEL EDGE MEETS ANOTHER PANEL. THIS INCLUDES ADJACENT GABION BASKETS, INDIVIDUAL PANELS WITHIN A BASKET, DIAPHRAGM EDGES, ETC.
2. STANDARD TIE WIRE MAY BE USED AS A JOINT CONNECTOR FOR EITHER TWISTED OR WELDED MESH. SPIRAL BINDER IS TO BE USED WITH WELDED MESH ONLY.
3. WHEN ALTERNATIVE GABION JOINT MATERIAL FASTENERS ARE USED, ONE FASTENER MUST BE INSTALLED IN EACH MESH OPENING 10 FASTENERS MINIMUM PER 3'–0". MESH OPENINGS ARE COUNTED ALONG ONE OF THE PANEL EDGES AT THE JOINT.
4. WHEN ALTERNATIVE GABION JOINT MATERIAL FASTENERS ARE NOT CAPABLE OF ENCLOSING ALL WIRES ALONG A JOINT, ESPECIALLY AT BASKET–TO–BASKET JOINTS, EITHER STANDARD TIE WIRE OR SPIRAL BINDER, AS APPLICABLE, MUST BE USED.
5. FOR GABION DIMENSIONS, REFER TO TABLE "STANDARD GABION SIZES."
6. ALL GABION MATERIALS SHALL BE MADE OF GALVANIZED STEEL (NO PVC COATING.)

DATE	REVISION	NO.	

DESIGN BY:	JCALMAN
DRAWN BY:	DGEREMEW
CHECKED BY:	JTHOMAS
SCALE:	AS SHOWN
JOB NUMBER:	243477

TRC ENGINEERS, INC.
700 HIGHLAND ROAD, SUITE 210, ARLINGTON, TEXAS 76015
T.B.P.E. FIRM REGISTRATION # F–8832
(817) 522 – 1000

STATE OF TEXAS
JUSTIN THOMAS
98403
LICENSED PROFESSIONAL ENGINEER
2-9-2016

TOWN OF LITTLE ELM, TEXAS
MCCORD PARK DRAINAGE IMPROVEMENTS
ALTERNATE
GABION DETAILS

LITTLE ELM

SHEET
9 OF 9

FEBRUARY 2016

J:\INFRASTRUCTURE\WORK IN PROGRESS\LITTLE ELM\243477 MCCORD PARK DRAINAGE\DRAWINGS\9 ALTERNATES.DWG – 2/9/16

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: May 3, 2016

PROJECT: **Town of Little Elm and City of Frisco Interlocal Agreement on Cottonwood Branch**

DESCRIPTION: The Town's Staff has worked with the Town's Attorney and the City of Frisco on an Interlocal Agreement. The agreement allows the City of Frisco to move forward with design on Cottonwood Branch Erosion Protection near Eldorado Estates.

Council approved a task order with Freese and Nichols on March 1, 2011 for a Cottonwood Creek Drainage Study. Freese and Nichols will did this by creating an existing model of the creek to perform a channel stability analysis. Freese and Nichols will provided three (3) options to protect the homes and their cost impacts. Freese and Nichols will also established base flood elevations based on the existing conditions of the creek and submitted a LOMR to FEMA to correct an error on the existing flood plain maps for the properties along Smotherman Road.

The proposed agreement proposals to do (1) of the above options to correct the potential erosions issues. Agreement includes:

1. The Town of Little Elm would pay a total of $600,000 towards the project, approximately $100,000 a year for six years at the beginning of the fiscal year, October 1, 2016.
2. The City of Frisco would hire Freese and Nichols to start on the design and permitting of a proposed 400' retaining wall within the City of Frisco and a replace an existing retaining wall plus extend it for 50' per recommendations in the study that is located within Little Elm.
3. Little Elm is allowed to review and approve the design scope and construction plans which should not be unreasonable withheld.
4. Once construction is complete each entity will be responsible for their respective improvements in their area.

COST: **$600,000 ($100,000 budgeted each year)**

FUNDING:	**Drainage Fund** **715-6389-62-00**
SCHEDULE:	Agreement will be approved by Frisco and Little Elm then executed. Frisco will hire Freese and Nichols for design and permitting.
RECOMMENDED ACTION:	**Staff recommends Council approve Interlocal Cooperation Agreement between the Town of Little Elm and City of Frisco regarding Cottonwood Branch and authorize Town Manager to execute agreement for the same.**
TOWN CONTACT:	Jason W. Laumer, P.E. Director of Development Services JLaumer@littleelm.org (214) 975-0473
ATTACHMENTS:	1. Interlocal Agreement

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF LITTLE ELM AND THE CITY OF FRISCO
(Cottonwood Branch Creek Utility Protection)

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between the TOWN OF LITTLE ELM, TEXAS, a home-rule municipality ("Little Elm"), and the CITY OF FRISCO, TEXAS, a home-rule municipality ("Frisco"), acting herein through their duly authorized agents, officers and employees. Little Elm and Frisco are sometimes referred to collectively as the "Parties" or individually as a "Party."

RECITALS:

WHEREAS, portions of the South Fork of Cottonwood Branch Creek flow through the corporate limits of both Parties, as depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Creek Area"); and

WHEREAS, Frisco owns public drainage and utility facilities and Little Elm has an existing retaining wall within the Creek Area; and

WHEREAS, the Parties agree that erosion is occurring in, around and adjacent to the public facilities within the Creek Area, threatening the structural integrity and functionality of the public facilities; and

WHEREAS, the Parties agree that the construction of a 400± linear foot retaining wall within the Frisco portion of the Creek Area, as depicted in Exhibit A (the "400' Wall"), is necessary to address and mitigate the ongoing erosion and threat to the Parties' public facilities; and

WHEREAS, the Parties agree that the replacement of the existing retaining wall within the Little Elm portion of the Creek Area (the "Existing Wall") and the construction of a 50± linear foot extension of the existing retaining wall, as depicted in Exhibit A (the "50' Extension"), also are necessary to address and mitigate the ongoing erosion and threat to the Parties' public facilities; and

WHEREAS, the Interlocal Cooperation Act, codified at Chapter 791 of the TEX. GOV'T CODE, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of the TEX. GOV'T CODE for the performance of governmental functions and services; specifically, the design and construction of the 400' Wall, a new retaining wall to replace the Existing Wall and the 50' Extension, as depicted in Exhibit A, all of which will provide a direct benefit to each of the Parties (collectively, the "Improvements");[1] and

[1] As used herein, the term "Improvements" means and includes the 400' Wall, a new retaining wall to replace the Existing Wall and the 50' Extension; the term does not mean or include any other improvement or facility depicted in **Exhibit A** or otherwise existing in or proposed for the Creek Area.

WHEREAS, each of the Parties deny any fault and/or liability with regard to the cause(s) and/or condition(s) necessitating the construction of the Improvements; and

WHEREAS, the Parties agree that Frisco shall retain a professional engineering firm ("Engineering Firm") to develop and prepare engineering, design plans and specifications and construction documents ("Construction Documents") to facilitate the construction of the Improvements (collectively, "Plans"); and

WHEREAS, in consideration for Little Elm agreeing to, among other things, tender its share of the costs related to the Plans and the construction of the Improvements as set forth below, Frisco has agreed to construct, or cause the construction, of the Improvements as set forth herein; and

WHEREAS, the Parties have investigated and determined that the construction of the Improvements as set forth herein serves the public purpose of addressing and mitigating the ongoing erosion and threat to the Parties' public facilities.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Frisco and Little Elm agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Frisco and Little Elm.

2. Effective Date/Term: The Agreement shall begin upon the Effective Date and shall terminate October 2, 2021 as long as all payments and any accrued interest, have been paid by Little Elm.

3. Engineering Firm. Frisco shall retain the Engineering Firm to prepare the Plans. Prior to the execution of a professional services agreement ("Professional Services Agreement") with the Engineering Firm, Frisco will present its proposed Engineering Firm's scope of services relating to the Plans, and corresponding fee for preparing the same ("Consultant's Fee"), to Little Elm for written approval, which may not be unreasonably withheld, delayed, conditioned or denied. Upon Little Elm's approval of the Engineering Firm's scope of services and the Consultant's Fee, Frisco will enter into the Professional Services Agreement with the Engineering Firm to perform the scope of services and prepare the Plans. During the preparation of the Plans, as well as upon their completion, Little Elm shall have the opportunity to provide input pertaining to the Plans proposed for constructing the Improvements. Upon completion of the Plans, Frisco will provide the same to Little Elm for written approval, which may not be unreasonably withheld, delayed, conditioned or denied. Should disputes arise as to any of the matters set forth in this Paragraph, Frisco's decision shall be final and binding.

4. Construction of the Improvements; Access and Staging.

(a) Upon approval of the Plans, Frisco shall proceed with procurement of the Improvements' construction. The bid documents shall be based on the Plans and include, among other things, a delineation of the components of the Improvements to be made as well as their corresponding construction costs. Frisco shall enter into a construction contract ("Construction Contract") with the contractor ("Contractor") selected to perform the Improvements in accordance with the applicable procurement laws.

(b) Little Elm shall obtain all rights and privileges necessary for the Parties' and the Contractor's access to the Little Elm portion of the Creek Area for purposes consistent with this Agreement. Frisco shall obtain all rights and privileges necessary for the Parties' and the Contractor's access to the Frisco portion of the Creek Area for purposes consistent with this Agreement. Frisco agrees to identify such access and staging locations in the Construction Documents and include Frisco's usual and customary ground surface restoration requirements in said documents.

5. Payment; Review of Frisco Records.

(a) In consideration of Frisco's responsibilities to have designed and cause to be constructed the Improvements, Little Elm agrees to pay Frisco Six Hundred Thousand and No/100 Dollars ($600,000.00). The parties agree that Little Elm's payments must be from its current revenues available to it when payment is due.

(b) Payment shall be made in annual installments of One Hundred Thousand and No/100 Dollars ($100,000.00). Frisco shall invoice Little Elm for each payment. The first payment is due October 1, 2016, and subsequent annual payments of not less than One Hundred Thousand and No/100 Dollars ($100,000.00) shall be made to Frisco on or before October 1st of the subsequent year. If October 1st falls on a weekend, payment is due on the first business day following that event.

(c) If Little Elm fails to make a payment or delays making any payment, interest shall accrue on the amount owed as allowed by law under TEX. GOV'T CODE, Sec. 2251.025, as amended.

(d) Frisco agrees that at any time during normal business hours and as often as Little Elm may deem necessary, Frisco shall make available to representatives of Little Elm for examination all of its accounting/payment records with respect to all matters covered by this Agreement and will permit such representatives of Little Elm to examine and copy such records for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

6. Maintenance of Improvements.

(a) Little Elm acknowledges and agrees that Frisco shall have no obligation to maintain any of the Improvements located within the Little Elm portion of the Creek Area or any other improvement otherwise contained within the Little Elm portion of the Creek Area.

(b) Frisco acknowledges and agrees that Little Elm shall have no obligation to maintain any of the Improvements located within the Frisco portion of the Creek Area or any other improvement otherwise contained within the Frisco portion of the Creek Area.

7. Disclaimer/Waiver of Damages/Liability.

(a) Little Elm acknowledges and agrees that Frisco is not providing any guarantee, representation and/or warranty, and Frisco hereby disclaims any guarantee, representation and/or warranty: (i) of any work performed by the Engineering Firm and/or Contractor in preparing the Plans and constructing the Improvements, in whole or in part; or (ii) that, although Frisco will make a good faith effort, the Improvements will prevent any further erosion or other damage within the Creek Area.

(b) **LITTLE ELM HEREBY RELEASES FRISCO, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE, IT MAY HAVE WITH REGARD TO THE DESIGN, PLANS, CONSTRUCTION AND/OR COMPLETION OF THE IMPROVEMENTS, MAINTENANCE OF THE IMPROVEMENTS AND/OR OR ANY OTHER ACT OR OMISSION RELATING, DIRECTLY OR INDIRECTLY, TO THE IMPROVEMENTS, IN WHOLE OR IN PART.**

(c) Little Elm agrees that Frisco shall not, under any circumstance, be liable and/or responsible for any claim, demand and/or judgment for damages (personal or property), injury (including death), or otherwise, which may, directly or indirectly, in whole or in part, result from the design, Plans, construction and/or completion of the Improvements, maintenance of the Improvements and/or any other act or omission relating, directly or indirectly, to the Improvements, in whole or in part.

8. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via electronic mail, with documentation evidencing the addressee's receipt thereof, or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon

receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to Frisco, addressed to it at:

City of Frisco
Attn: George Purefory, City Manager
5101 Frisco Square Blvd – 5th Floor
Frisco, Texas 75034
Telephone: (972) 292-5105
Facsimile: (972) 292-5122
Email: gpurefoy@friscotexas.gov

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Little Elm, addressed to it at:

_____
_____
_____
Email: _____

9. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

10. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas, which is the County in which the principal administrative offices of Frisco are located. It is specifically agreed between the Parties to this Agreement that Collin County, Texas is the place of performance of this Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought and exclusive venue shall lie in Collin County, Texas.

11. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

12. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

13. Authority to Execute. This individuals executing this Agreement on behalf of the respective Party below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

14. Savings/Severability. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal and/or unenforceable, in any respect, such invalidity, illegality and/or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal and/or unenforceable provision had never been contained herein.

15. Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

16. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

17. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

18. Assignment/Binding Effect. This Agreement may not be assigned without the prior written consent of the Parties hereto.

19. Waiver. Waiver by either Party of any breach of this Agreement, or the failure of either Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

20. Attorney Fees/Expenses. A failure by any Party to perform the terms and conditions of this Agreement that requires enforcement by the other Party, the Parties agree that the prevailing Party shall be entitled to its reasonable attorney fees, costs and expenses.

21. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not

apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

TOWN OF LITTLE ELM, TEXAS,
a home-rule municipality

By: _____
Matt Mueller, Town Manager

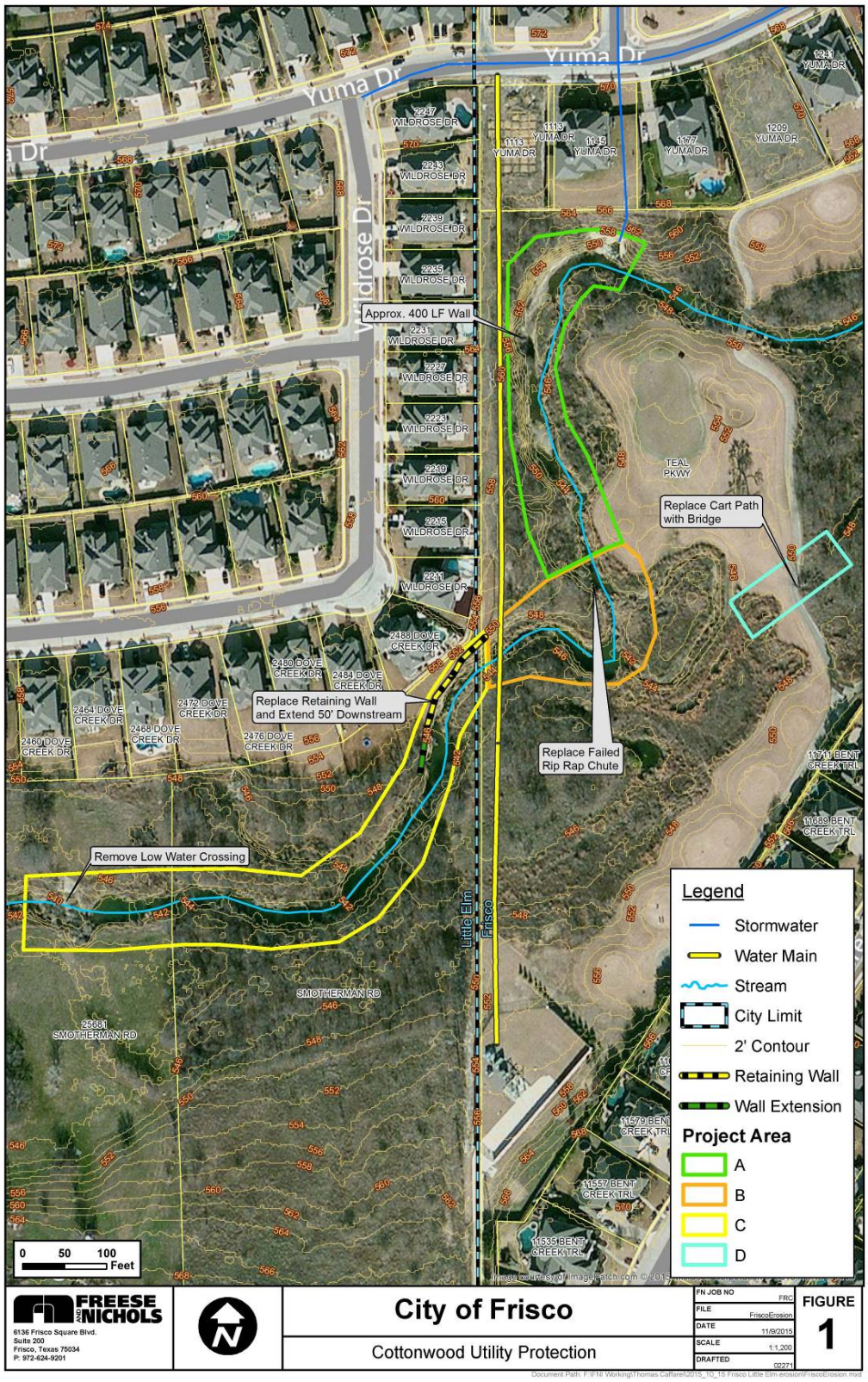
Date: _____

CITY OF FRISCO, TEXAS,
a home-rule municipality

By: _____
George Purefoy, City Manager

Date: _____

EXHIBIT A
Creek Area and Improvements



Appointment of

Town Council Member

or Staff Representative

to join Ryan Project board as a liaison between the Town and the Ryan Project Board.

COUNCIL AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: May 3, 2016

PROJECT: **Performance Agreement between the Town of Little Elm and the Little Elm Economic Development Corporation regarding properties in the Lakefront**

DESCRIPTION: The Town of Little Elm and the Little Elm Economic Development Corporation have been working on a series of property acquisitions and getting those properties ready for development. The Town will contribute $302,247.50 towards the total cost of the properties:

LEISD property - $1,009,895.50
Turnbow property - $258,262.00

The Little Elm EDC has already contribute the remaining funds necessary to complete the purchases of the properties and will fund the mitigation and demolition on those properties to get them ready for development.

Demolition of transportation facility - $121,800.00
Demolition and abatement of King Learning Center - $412,290.00
Demolition of Turnbow - $9,100.00

Agreement also approves the transfer of the deed of the LEISD properties to the Little Elm EDC April 1, 2018 and any revenue from leases will be dedicated to the Little Elm EDC.

COST: **$302,247.50 (total)**
$180,447.50 FY 2015-2016
$121,800.00 FY 2016-2017

FUNDING: **General Fund**

SCHEDULE: Town of Little Elm will contribute towards the costs of the properties over two fiscal years

RECOMMENDED ACTION:

Staff recommends Council approve a Performance Agreement with the Town of Little Elm and Little Elm Economic Development Corporation regarding property in the Lakefront and authorize Town Mayor to execute a contract for the same.

TOWN CONTACT:

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Little Elm EDC
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ATTACHMENTS:

1. Performance Agreement – Lakefront Property (agreement to be brought to Council)