

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 17, 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 - B. Items to be withdrawn from Consent Agenda.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 the necessity of 380 Overlay District. (Town Planner Lisa Reich) 7
 - F. Discussion to amend Chapter 34 or the Code of Ordinances as it relates to the Teen Court Program, Juvenile Case Manager Fund and Building Security Fund expenditures. (Chief Financial Officer Karla Stovall) 13
 - G. Discussion regarding appointment of members to the Comprehensive Plan Committee. (Town Manager Matt Mueller) 14
 - H. 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.

- I. 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. Announcements/Presentations:
 - A. Certificate of Election: Mayor to execute and issue to elected (unopposed) Council members for Place 2 and Place 4. 15
 - B. Statement of Elected Officer and Oath of Office: Town Secretary to administer oath to Place 2 Council member James Dominy and Place 4 Council member Chip Norman. 17
 - C. Presentation to Mayor Hillock of grant in the amount of \$18,500 by Craig Chambers-Co-Serv to Town of Little Elm/Little Elm EDC for new aerial maps and marketing material. 21
 - D. Presentation of Annual High School Scholarships by of Friends of the Library: \$1000 scholarship to Lisa Cifuentes and \$500 scholarships to Stephanie Lopez and Joynae Renter. 22
5. Public Comments: Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.
6. Consent Agenda: All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately:
 - A. Minutes of the May 3, 2016 Workshop, Public Hearings and Regular Meeting. (Town Secretary Kathy Phillips) 23
 - B. Final Plat Northlake Estates Phase 1 from Petitt Barraza, LLC, generally located at South Paloma Creek Boulevard and Lake Grove Drive, located within Little Elm's ETJ. (Town Planner Lisa Reich) 28

- C. Agreement between the Town of Little Elm and Patricia Adams for services as presiding Municipal Court Judge and Magistrate of the Little Elm Municipal Court for a period of two (2) years from May 17, 2016 to May 17, 2018. (Chief Financial Officer Karla Stovall) 32
- D. Interlocal Cooperation Agreement for Shared Governance Communication & Dispatch Services System by and between Denton County and Little Elm Police and Fire Department. (Chief of Police Rodney Harrison) 36
- E. Final Acceptance of Brentwood Phase 2. (Town Engineer Kimberly Brawner) 45
- F. Consent to Amendment of Mustang Special Utility District's Sewer Certificate of Convenience and Necessity No. 20930. (Director of Development Services Jason Laumer) 63
- G. Accept Special Warranty Deed from Grande Communications for Tract 2X in Block 42 of Sunset Pointe Phase Eleven. (Deputy Town Manager Doug Peach) 66
- 7. Public Hearing: on request to rezone approximately 4.986 acres of land from Light Commercial district (LC) to Planned Development – Light Commercial district (PD-LC) to allow for distillery manufacturing, generally located north of Old Hwy 24 and approximately 300 feet east of Oak Grove Parkway, within the Town limits of Little Elm. 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. 1330 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 4.986 acres of land generally located north of Old Hwy 24 and approximately 300 feet east of Oak Grove Parkway, from Light Commercial (LC) to Planned Development-Light Commercial (PD-LC) in order to allow for winery/brewery/distillery manufacturing; 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. (Town Planner Lisa Reich) 71
- 8. 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 Mayor to execute agreement for the same. (Director of Development Services Jason Laumer)	82
B. Discussion and Action to adopt Ordinance No. 1331 an Ordinance of the Town of Little Elm, Texas, providing for Residential, Irrigation, Wholesale, Well and Reuse, Commercial and Hydrant Meter Water and Wastewater Fees and Rates; providing for a repealing clause; providing for a severability clause; and providing an effective date. (Chief Financial Officer Karla Stovall)	102
C. Discussion and Action to adopt Ordinance No.1332 an Ordinance of the Town Council of the Town of Little Elm, Texas, approving a negotiated settlement between the ATMOS Cities Steering Committee (“ACSC”) and ATMOS Energy Corp., Mid-Tex Division regarding the Company’s 2016 Rate Review Mechanism Filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meeting Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Ordinance to the Company and the ACSC’S Legal Counsel. (Chief Financial Officer Karla Stovall)	110
D. Discussion and Action to adopt Ordinance No. 1333 an Ordinance of the Town Council of the Town of Little Elm, Texas, abandoning and vacating certain prescriptive Right-Of-Way along Doe Creek Road; making findings, providing for conflicts; providing a severability; and establishing an effective date. (Town Engineer Kimberly Brawner)	129
E. Discussion and Action on appointment of members to the Comprehensive Plan Committee. (Town Engineer Kimberly Brawner)	138
9. FYI: (All matters are provided to the Town Council for informational purposes only)	
A. Town Secretary Monthly Report for April 2016.	139
B. Development Services Monthly Report for April 2016.	140
C. Public Works Monthly Report for April 2016.	161
D. Police Department Monthly Reports for April 2016.	173
E. Fire Department Monthly Reports for April 2016.	190

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 13th day of May 2016.

TOWN OF LITTLE ELM

Town Council

STAFF REPORT



PROJECT: 380 Overlay District

WORK SESSION: Town Council: **5-17-16**

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.

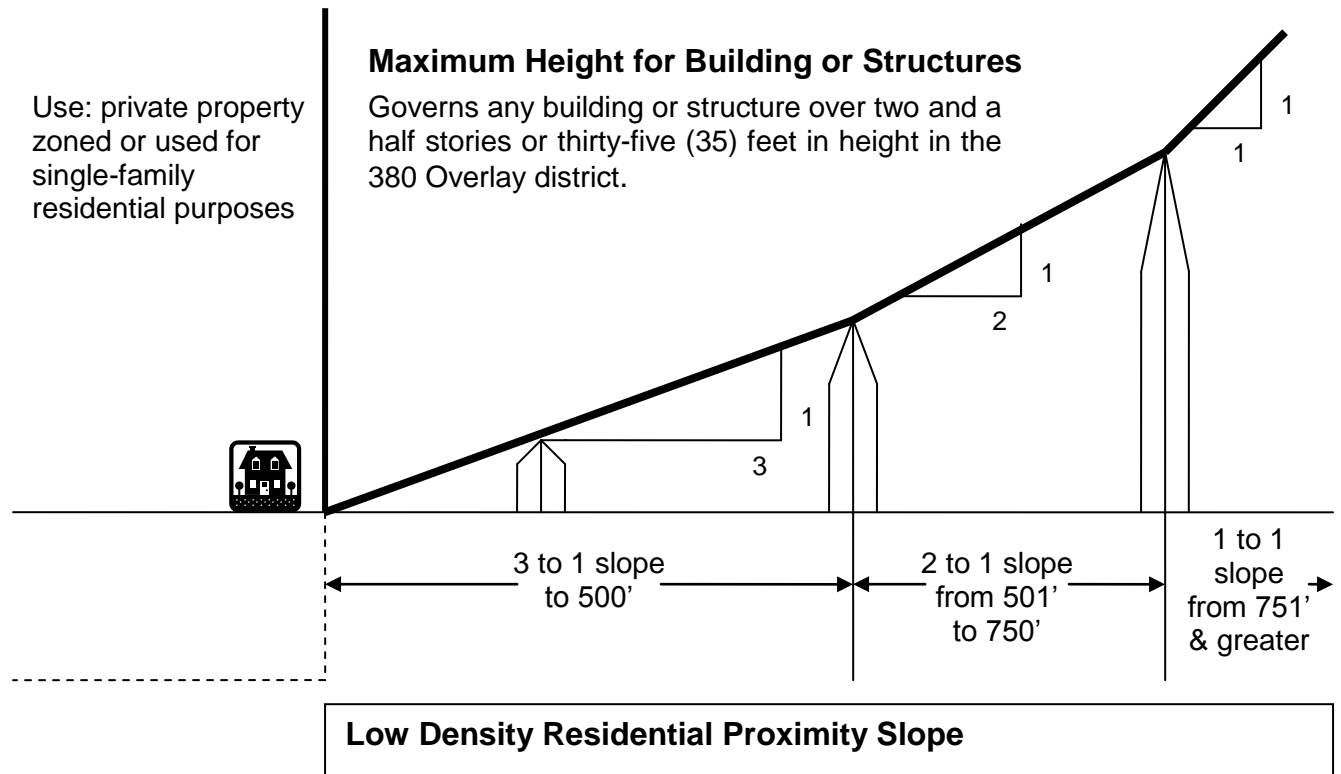
B. *Setbacks:* The following setbacks shall be applied to all buildings over two and one-half stories or 35 feet in height. Buildings that are less than 35 feet in height shall use the setbacks identified in each zoning district. See Figure 1 for additional information regarding the required setbacks.

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)

TOWN OF LITTLE ELM

WORKSHOP AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: May 17, 2016

PROJECT: Discussion to amend Chapter 34 of the Code of Ordinances as it relates to the Teen Court Program, Juvenile Case Manager Fund and Building Security Fund expenditures.

DESCRIPTION: The Town of Little Elm currently contracts with Collin County to provide Municipal Teen Court Services through an inter-local agreement.

The amendment for discussion to Chapter 34 will update the Code of Ordinances to reflect the inter-local agreement for teen court, in addition to providing for the jointly employed juvenile case manager with Collin County Teen Court. Furthermore, the building security fee section of Chapter 34 was amended to include additional fees allowed by Texas Code of Criminal Procedure Article 102.017.

COST: N/A

FUNDING: N/A

SCHEDULE: Ordinance to adopt amendment to Chapter 34 proposed to be scheduled for June 7.

TOWN CONTACT: Karla Stovall, CPM
Chief Financial Officer
kstovall@littleelm.org
(214) 975-0415



Town Council Agenda Information Sheet

COUNCIL MEETING DATE:	May 17, 2016
PROJECT:	Comprehensive Plan Committee Members Appointment
DESCRIPTION:	<p>On March 15, 2016, the Town of Little Elm City Council authorized Town Staff to begin the Comprehensive Plan Update. As part of this process, a citizen advisory committee should be appointed to represent a diverse cross section of the Town of Little Elm. This citizen committee will be identified as the Comprehensive Plan Advisory Committee (CPAC). The CPAC will serve as the primary public interface with Freese and Nichols, Inc. (FNI) and will provide input in terms of visioning, proposed plan recommendations, and review the first drafts of the various Plan elements prior to their submittal for consideration to the general public, Planning & Zoning Commission, and Town Council.</p> <p>Each proposed member has been contacted by Town staff and has agreed to serve on CPAC.</p>
COST:	\$0
FUNDING:	N/A
SCHEDULE:	N/A
RECOMMENDED ACTION:	Appointment of CPAC members
TOWN CONTACT:	Kimberly Brawner, P.E. Town Engineer kbrawner@littleelm.org 214-975-0489
ATTACHMENTS:	CPAC member roster



**In the name and by the authority of
The State of Texas**

**THIS IS TO CERTIFY, that at a General Election held on
May 7, 2016**

JAMES DOMINY

was duly elected (unopposed)

COUNCIL MEMBER PLACE 2

**In testimony whereof, I have hereunto
signed my name and caused the Seal of
the Town of Little Elm to be affixed at
the Town of Little Elm, this 17th day
of May 2016.**

Signature of Presiding Officer of the Town of Little Elm



**In the name and by the authority of
The State of Texas**

**THIS IS TO CERTIFY, that at a General Election held on
May 7, 2016**

CHARLES "CHIP" NORMAN

was duly elected (unopposed)

COUNCIL MEMBER PLACE 4

**In testimony whereof, I have hereunto
signed my name and caused the Seal of
the Town of Little Elm to be affixed at
the Town of Little Elm, this 17th day
of May 2016.**

Signature of Presiding Officer of the Town of Little Elm

**This space reserved for office
use**

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, James Dominy, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Town Council Member Place 2

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 05-17-16

Signature of Officer

**This space reserved for office
use**

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Charles "Chip" Norman, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Town Council Member Place 4

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 05-17-16

Signature of Officer

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, James Dominy, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Town Council Member Place 2 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Denton)

Sworn to and subscribed before me
this

17th day of May, 2016.

(seal)

Signature of Notary Public or Other Officer
Administering Oath
Kathy Jo Phillips
Printed or Typed Name

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Charles "Chip" Norman, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Town Council Member Place 4 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

State of Texas)
County of Denton)

Sworn to and subscribed before me
this

17th day of May, 2016.

(seal)

Signature of Notary Public or Other Officer
Administering Oath
Kathy Jo Phillips

Printed or Typed Name

PRESENTATION:

**CRAIG CHAMBERS –CO-SERV
WILL BE IN ATTENDANCE TO PRESENT
GRANT CHECK TO MAYOR HILLOCK**

Kathy Phillips

From: Tony Luton
Sent: Wednesday, May 11, 2016 8:12 AM
To: Kathy Phillips
Subject: RE: Agenda Placement

We would like it placed on the May 17th Agenda. We will be giving out 3 scholarships (1) \$1000 , (2) \$ 500. I have contacted the winners and they will be there. please let me know if you need any more information. I have added the information that we put in our newsletter.

Our annual high school scholarships were awarded recently to a trio of Little Elm Students. All three of our finalists were truly deserving but the committee was tasked with choosing one winner. This year we are pleased to announce the student selected for the \$1000 scholarship was Lisa Cifuentes of Little Elm. Lisa has volunteered many hours at the Little Elm Public Library.

Our other two finalists were Stephanie Lopez and Joynae Renter. Both Joynae and Stephanie had impressive accomplishments and we were pleased to award both of them \$500 scholarships.

Congratulations to all three of our finalists for qualifying for our annual awards

Thank You,

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

WORKSHOP, PUBLIC HEARING AND REGULAR TOWN COUNCIL MEETING

Tuesday May 3, 2016 -6:00 p.m.

Present: David Hillock Mayor (arrived at 6:34 p.m.), Michael McClellan Mayor Pro-tem, Council members James Dominy, Neil Blais, Chip Norman, and Stephanie Shoemaker. **Absent:** Council member Musteen (representing Council at TxDOT meeting) **Staff:** Robert Brown, Matt Mueller, Joe Florentino, Kathy Phillips, Karla Stovall, Jason Laumer, Kimberly Brawner, Lisa Reich, Jennette Killingsworth, Chad Hyde, Kevin Mattingly, and Jeremy Wilson.

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

- a. Invocation:
- b. Items to be withdrawn from Consent Agenda. *None*
- c. Emergency Items if posted. *None*
- d. Request by the Town Council for items to be placed on a future agenda for discussion, and recognition of excused absences. *None*
- e. Discussion regarding necessity of 380 Overlay district. *Item tabled until next meeting.*
- f. Discussion regarding naming of the proposed 10' hike and bike trail in Frisco Hills and Valencia subdivisions. *Town Engineer Kimberly Brawner* presented Council with map of the trail systems; Council consensus was to name the trails Doe Branch and Panther Creek Trail to keep consistent with the area.
- g. Presentation of monthly updates from department heads: *Director of Development Services Jason* Laumer presented handouts to Council on request from Crown Castle regarding placement of antenna's FM 423 east of Eldorado Parkway. This item is on the consent agenda for council consideration. Also discussed with Council the McCord Park erosion control project areas needing to be fixed and funding for the same. *Town Manager Matt Mueller* informed Council that appointment of members to the Comprehensive Plan Committee would be placed on the next meeting. Possibility 10-12 member committee consisting of member from EDC, CDC, P&Z, LEISD, person active in the community, etc.
- h. Council to highlight items on the agenda needing further discussion or comments prior to the regular session. *None*

Upon motion by Council member Blais and second by Council member Norman the members **voted 5-0** to recess Regular Council meeting and convene into the Little Elm TIRZ #3 Board **at 6:22 p.m.**

Upon motion by Council member Blais and second by Council member Norman the members **voted 5-0** to reconvene into Regular Council meeting **at 6:30 p.m.**

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. Presentation:
 - a. Mayor Hillock read and presented Proclamation proclaiming May 2016 as Building Safety Month in the Town of Little Elm to Cruz Hernandez Building Manager.
 - b. Mayor Hillock read and presented Proclamation proclaiming May 15-21, 2016 as National Public Works Week in the Town of Little Elm and presented to Kevin Mattingly Public Works Director and several public works employees.
5. Annexation:
 - a. Upon motion by Council member Norman and second by Council member Shoemaker the members **voted 5-0** 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.
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.
 - a. Staff Comments: **Town Planner Lisa Reich** informed Council that on December 17, 2013, the 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 regulation. Staff recommends approval of the requested Planned Development District. On April 21, 2016 the Planning and Zoning Commission unanimously recommended approval of the PD.

- b. Opened Public Hearing *at 6:35 p.m.*
- c. Received Public Comments: None
- d. Closed Public Hearing *at 6:36 p.m.*
- e. Upon motion by Council member Norman and second by Council member Blais the members **voted 6-0** to adopt Ordinance No. 1329 an Ordinance of the Town of Little Elm Texas, amending the Official Zoning Map of the Town and to amend the Zoning Ordinance No. 1188 by adding an additional 325.5 acres to the Development commonly known as Union Park; by approving new plans for development; by approving new roadway sections and new street diagrams; by approving new development standards; providing a savings clause; correcting the Town's official zoning map; providing a penalty; providing a severability clause; providing a repealer clause; and providing an effective date.

7. Public Comments: *None*

8. Upon motion by Council member Shoemaker and second by Council member Blais the members **voted 6-0** to approve Consent Agenda as presented:

- a. **Minutes** of the April 19, 2016 Workshop, Public Hearing and Regular Meeting.
- 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.
- c. **Final Plat** Paloma Creek Phase 6A, from Petitt Barraza LLC, generally located along Salt Branch Road, located in Little Elm's ETJ.
- d. **Final Plat** Paloma Creek Phase 13D from Petitt Barraza LLC, generally located along Rose Garden Drive, located in Little Elm's ETJ.
- 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.
- f. **Receive and Accept** Quarterly Investment ending March 31, 2016.
- g. **Receive and Accept** Quarterly Budget Report ending March 31, 2016.
- h. **Final Acceptance** Valencia on the Lake Lift Station.
- i. **Final Acceptance** Valencia on the Lake Off-site Sewer.
- j. **Final Acceptance** Villages of Woodlake Irrigation Project.
- 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.
- 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.

- 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.
- 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.

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

- a. Upon motion by Council member McClellan and second by Council member Norman the members **voted 6-0** to **TABLE** 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.
 - b. Upon motion by Council member Blais and second by Council member Norman the members **voted 6-0** 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.
 - c. Upon motion by Council member McClellan and second by Council member Blais the members **voted 6-0** to **TABLE** 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.
 - d. Upon motion by Council member Norman and second by Council member Dominy the members **voted 6-0** to appoint Council member Michael McClellan as representative to the Ryan Project to serve as a liaison between the Town and the Ryan Project board.
 - e. Upon motion by Council member Shoemaker and second by Council member Norman the members **voted 6-0** to approve 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.
10. Council convened in Executive Session **at 7:20 p.m.** pursuant to Texas Government Code:
- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
 - Section 551.072 to discuss certain matters regarding real property.
 - Section 551.076 to discuss security matters.
 - Section 551.087 to discuss Economic Development.

11. Reconvened into Open Session **at 8:00 p.m.** Discussion and consideration to take any action necessary as the result of the Executive Session.

- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council. **No Action Taken**
- Section 551.072 to discuss certain matters regarding real property. **No Action Taken**
- Section 551.076 to discuss security matters. **No Action Taken**
- Section 551.087 to discuss Economic Development. **No Action Taken**

12. Adjourned Work Shop and Regular Meeting **at 8:00 p.m.**



Town Secretary

Passed and Approved this _____ day of _____ 2016.

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT:	16-FP-007	Northlake Estates, Phase 1
HEARING DATES:	Planning & Zoning Commission:	5/5/16
	Town Council	5/17/16
REQUEST:	Proposal to final plat 176 residential lots	
PROPOSED USE:	Single Family Residential	
LOCATION:	The subject property is generally located along South Paloma Creek Boulevard and Lake Grove Drive, within Little Elm's ETJ.	
SIZE:	Approximately 49.419 acres	
CURRENT ZONING:	ETJ	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped	
APPLICANT:	Petitt Barraza, LLC	
PROPERTY OWNER:	CADG Property Holdings III, LLC	
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. <i>On May 5, 2016, the Planning & Zoning Commission unanimously recommended approval of the final plat.</i>	
TOWN CONTACT:	Lisa Reich – Town Planner	
ATTACHMENTS:	Location Map Final Plat	



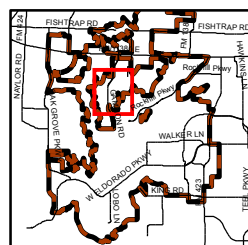
Location Map

Town of Little Elm
Denton County, Tx
Date: 4/15/2016

0 430 860
 Feet

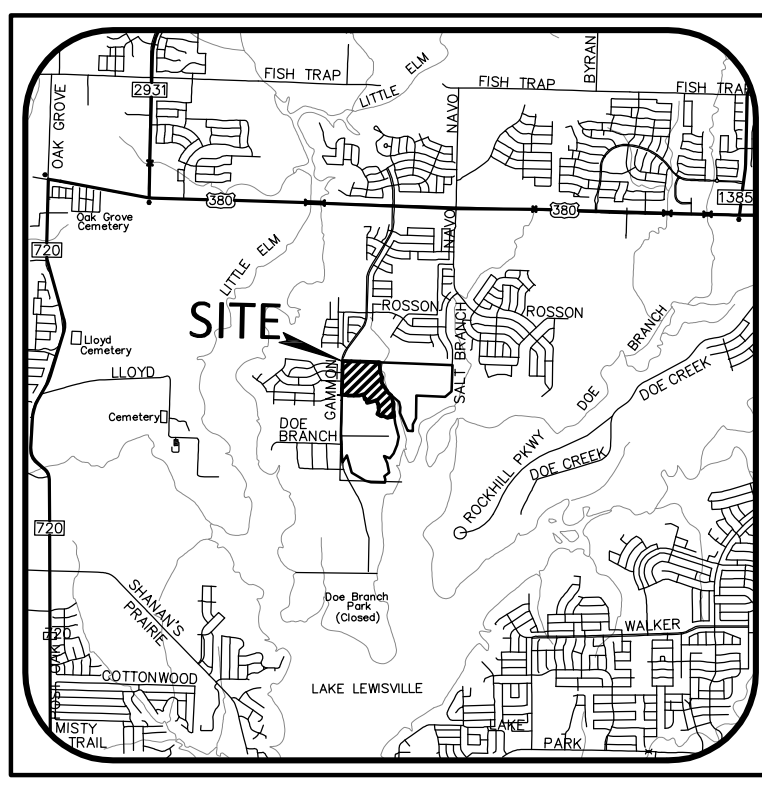
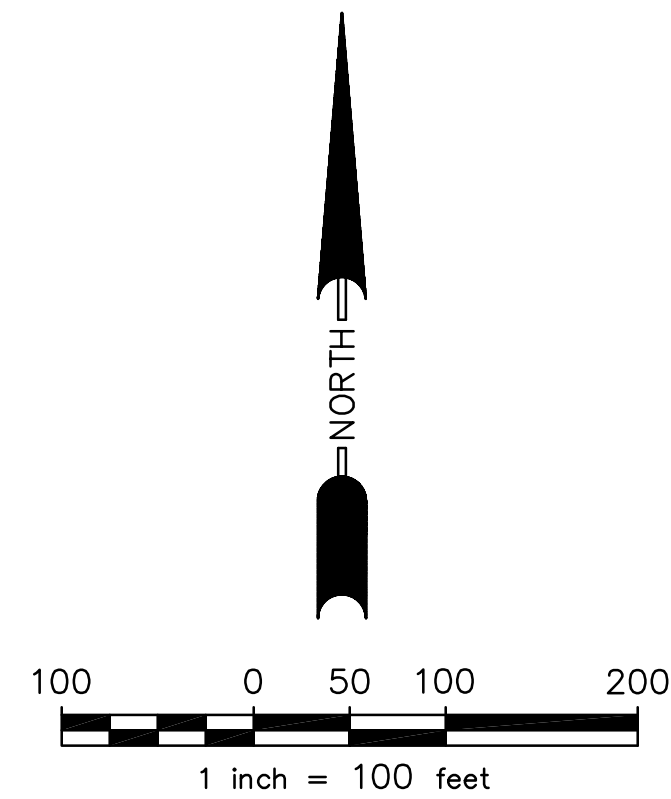
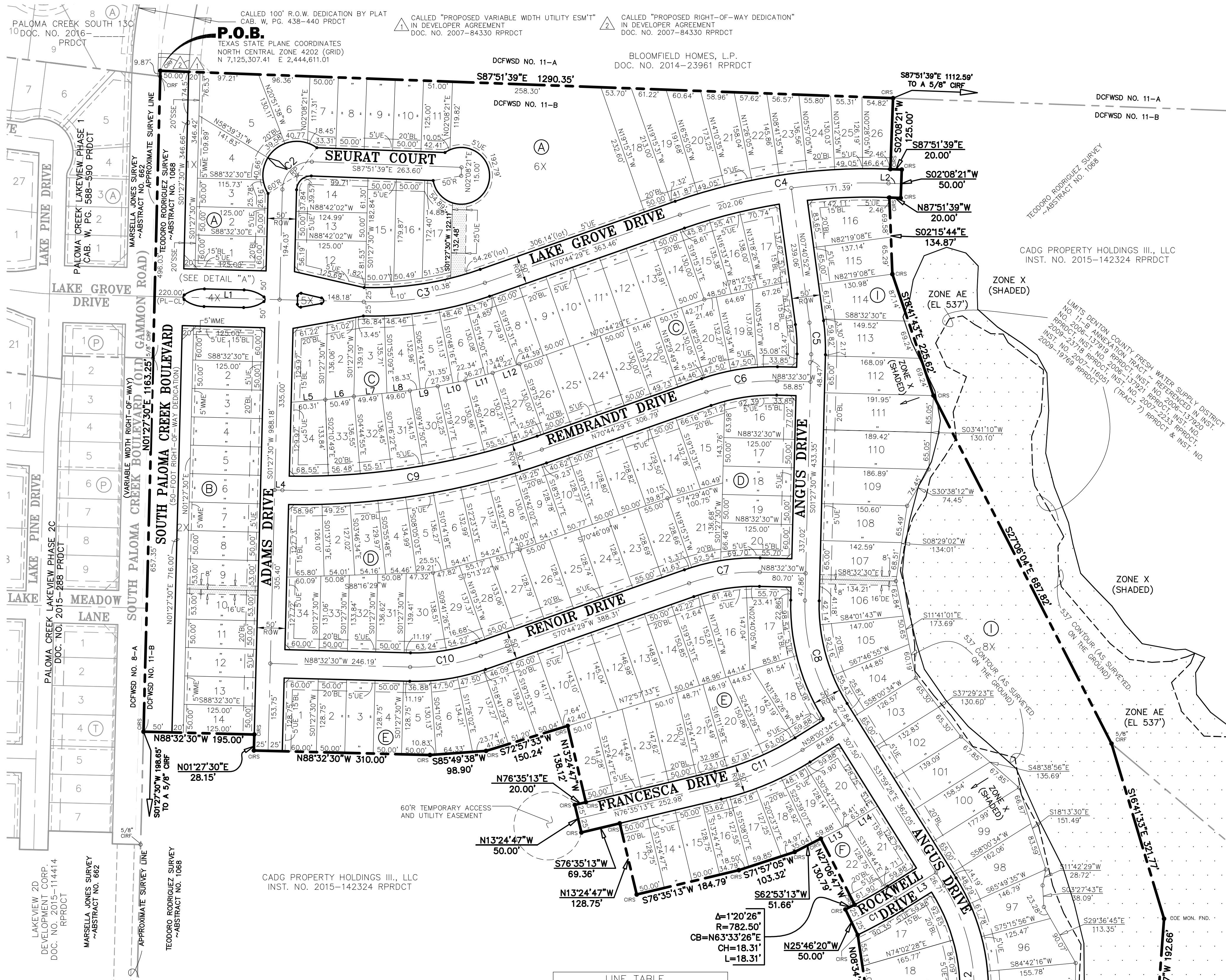
Legend

- Roads
- Subject Property
- Town Limits

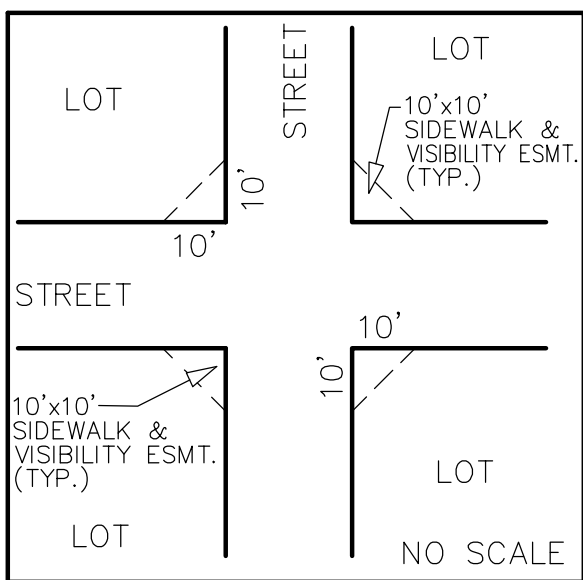


This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

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.

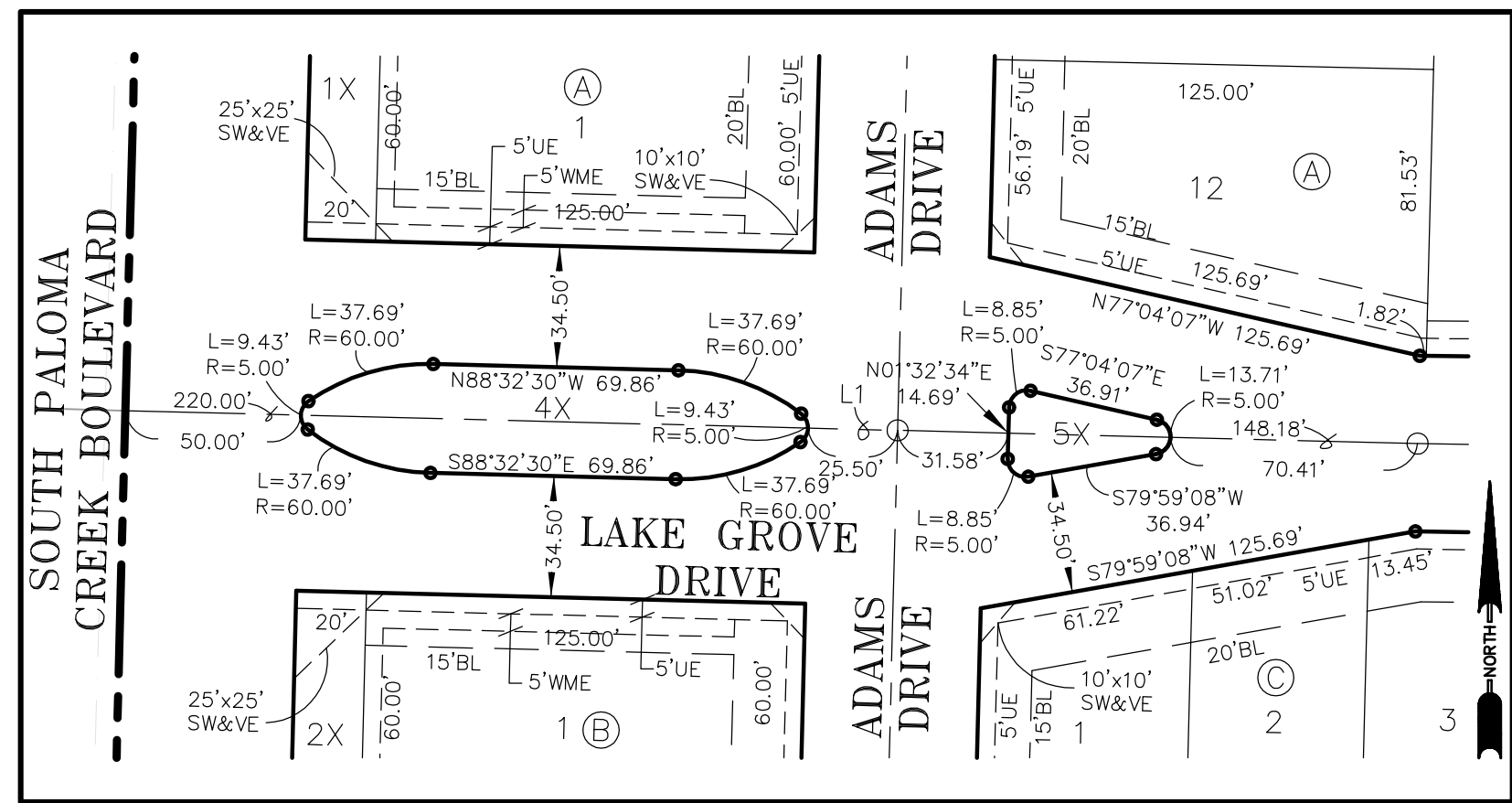


- NOTES:
- WATER SERVICE TO BE PROVIDED BY DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-B
 - UTILITY PROVIDERS:
(1) ELECTRIC & GAS SERVICE: COSERV
7701 SOUTH STEMMONS, CORINTH, TEXAS 75065
PHONE: 1-800-274-4014
AT&T
2301 RIDGEVIEW DRIVE, PLANO, TEXAS 75025
PHONE: (972) 569-3084
(2) TELEPHONE SERVICE:
 - SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
 - 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-B. APPROVAL OF THIS PLAT BY DENTON COUNTY DOES NOT CONSTITUTE ACCEPTANCE OF SAME FOR MAINTENANCE PURPOSES.
 - 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-B UNLESS OTHERWISE NOTED.
 - SUBJECT PROPERTY LIES WITHIN ZONE X (UN-SHADED 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 48121004055, AND MAP NUMBER 48121004105, REVISION DATES APRIL 18, 2011. ZONE X AND ZONE AE FLOODPLAIN LINES SHOWN PLOTTED HEREON ARE GRAPHICALLY SHOWN ACCORDING TO THIS MAP. 537 CONTOUR SHOWN PLOTTED HEREON IS AS SURVEYED ON THE GROUND.
 - SUBDIVISION PROPERTY CORNERS ARE 5/8-INCH IRON RODS WITH CAPS MARKED "PETITT-RPLS 4087" FOUND OR SET, UNLESS NOTED OTHERWISE. LOT CORNERS ARE 5/8-INCH IRON RODS WITH CAP MARKED "PETITT-RPLS 4087" SET OR AN "X" CUT SET IN CONCRETE. WHEN A FENCE OR RETAINING WALL HAS BEEN PLACED AT THE REAR LOT CORNER, A 5/8-INCH IRON ROD MAY BE SET FIVE FEET (5') FROM THE REAR LOT CORNER ALONG THE SIDE LOT LINE.
 - PROPOSED SITE IS WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE TOWN OF LITTLE ELM.
 - THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE TOWN REGARDING ANY APPLICABLE FEES DUE.
 - 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.
 - THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
 - THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE MONUMENTED EAST LINE OF PALOMA CREEK LAKEVIEW PHASE 2C, RECORDED IN DOCUMENT NO. 2015-288, PLAT RECORDS OF DENTON COUNTY, TEXAS (S01'27'30"W).
 - ALL LOTS DESIGNATED AS "X" LOTS WILL BE OWNED AND MAINTAINED BY THE HOA.
 - MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOOD PLAIN.



10'x10' SIDEWALK & VISIBILITY
ESMT. AT STREET INTERSECTION
(TYPICAL EXCEPT AS SHOWN OTHERWISE)

LEGEND	
P.O.B.	POINT OF BEGINNING
VOL.	VOLUME
PAGE	PAGE
CAB.	CABINET
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT
WME	WALL & FENCE MAINTAINANCE EASEMENT
BL	BUILDING SETBACK LINE
DCFWS	DENTON COUNTY FRESH WATER SUPPLY DISTRICT
CIRF	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" FOUND
CIRS	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" SET
R.O.W.	RIGHT-OF-WAY
(20)	DESIGNATES SUBDIVISION BLOCK



DETAIL "A"
SCALE 1"=50'

LINE TABLE				
LINE	BEARING	DISTANCE		
L1	S88°32'30"E	368.18		
L2	S87°51'39"E	22.46		
L3	N58°00'34"E	84.88		
L4	N88°32'30"W	13.53		
L5	N85°39'50"E	60.31		
L6	N83°27'39"E	50.49		
L7	N84°06'53"E	58.48		
L8	N84°06'53"E	40.62		
L9	N81°08'00"E	49.68		
L10	N77°54'23"E	49.73		
L11	N74°45'24"E	49.76		
L12	N71°41'06"E	49.83		
L13	N62°53'13"E	51.66		
L14	N58°01'12"E	63.81		

CURVE TABLE				
NO.	CHORD DIRECTION	CHORD	DELTA	RADIUS
C1	N61°07'07"E	87.59	61°30'06"	807.50
C2	S46°47'55"W	71.13	90°40'50"	50.00
C3	N81°06'00"E	215.77	20°43'01"	600.00
C4	S81°26'25"W	371.29	21°23'51"	1000.00
C5	N03°06'41"W	55.77	9°08'23"	350.00
C6	S81°06'00"W	125.87	20°43'01"	350.00
C7	S81°06'00"W	125.87	20°43'01"	350.00
C8	S15°15'38"E	201.44	33°26'57"	350.00
C9	N81°06'00"E	462.10	20°43'01"	1285.00
C10	N81°06'00"E	125.87	20°43'01"	350.00
C11	N67°17'53"E	161.41	18°34'39"	500.00
C12	N03°24'43"W	334.85	57°09'26"	350.00

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-B
CONTACT: C/O CHRISTOPHER JORDAN
19 BRIAR HOLLOW LANE, STE. 245
HOUSTON, TEXAS 77027
PHONE (713) 621-3707
OWNER: CADG PROPERTY HOLDINGS III, LLC
CONTACT: CLAYTON SNODGRASS
1800 VALLEY VIEW LN, SUITE 300
FARMERS BRANCH, TEXAS 75234
PHONE (469) 892-7200

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TPLS FIRM REGISTRATION NO. 101068
1651 GLENVILLE DRIVE, SUITE 208
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3500
DATE: APRIL 2016
JNICHOLS@PETITTBARRAZA.COM
SCALE: 1"= 100'
JOB NO. 06026-00B

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS CADG PROPERTY HOLDINGS III., LLC IS THE OWNER OF A TRACT OF LAND SITUATED IN THE TEODORO RODRIQUEZ SURVEY, ABSTRACT NO. 1068, IN DENTON COUNTY, TEXAS, ACCORDING TO DEED RECORDED IN DOCUMENT NO. 2015-142324, REAL PROPERTY RECORDS, DENTON COUNTY TEXAS (RPRDCT) SAID TRACT BEING A PART OF SAID DOCUMENT NO. 2015-142324, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT RPLS 4087" FOUND AT THE NORTHWEST CORNER OF SAID CADG TRACT, SAID IRON ROD ALSO BEING LOCATED IN THE APPROXIMATE CENTER OF SOUTH PALOMA CREEK BOULEVARD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 87°51'39" EAST, WITH THE COMMON NORTH LINE OF SAID CADG TRACT AND THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO BLOOMFIELD HOMES, L.P., RECORDED IN DOCUMENT NUMBER 2014-23961, OF SAID RPRDCT, A DISTANCE OF 1290.35 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 ON SAID COMMON LINE BEARS SOUTH 87°51'39" EAST, A DISTANCE OF 1112.59 FEET;

THENCE SOUTH 02°08'21" WEST, LEAVING SAID COMMON LINE, A DISTANCE OF 125.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT RPLS 4087" SET FOR CORNER;

THENCE OVER AND ACROSS SAID CADG TRACT TO 5/8-INCH IRON RODS WITH CAPS MARKED "PETITT RPLS 4087" SET FOR CORNER, THE FOLLOWING COURSES:

SOUTH 87°51'39" EAST, A DISTANCE OF 20.00 FEET;

SOUTH 02°08'21" WEST, A DISTANCE OF 50.00 FEET;

NORTH 87°51'39" WEST, A DISTANCE OF 20.00 FEET;

SOUTH 02°15'44" EAST, A DISTANCE OF 134.87 FEET;

AND SOUTH 18°41'43" EAST, A DISTANCE OF 225.62 FEET;

THENCE SOUTH 27°06'04" EAST, CONTINUING OVER AND ACROSS SAID CADG TRACT, A DISTANCE OF 687.82 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT RPLS 4087" FOUND FOR CORNER LOCATED ON THE SOUTHERLY BOUNDARY OF SAID CADG TRACT;

THENCE SOUTH 16°41'33" EAST, WITH SAID SOUTHERN BOUNDARY, A DISTANCE OF 321.77 FEET TO A UNITED STATES ARMY CORPS OF ENGINEERS CONCRETE MONUMENT (C.O.E. MONUMENT) FOUND FOR CORNER;

THENCE SOUTH 04°14'27" WEST, CONTINUING WITH SAID SOUTHERN BOUNDARY, A DISTANCE OF 192.66 FEET TO A C.O.E. MONUMENT FOUND FOR CORNER;

THENCE SOUTH 07°51'46" EAST, CONTINUING WITH SAID SOUTHERN BOUNDARY, A DISTANCE OF 247.20 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT RPLS 4087" SET FOR CORNER ON SAID SOUTHERLY BOUNDARY, FROM WHICH A C.O.E. MONUMENT FOUND BEARS SOUTH 07°51'46" EAST, A DISTANCE OF 239.50 FEET;

THENCE SOUTH 82°08'14" WEST, LEAVING SAID SOUTHERN BOUNDARY, A DISTANCE OF 274.61 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT RPLS 4087" SET FOR CORNER;

THENCE OVER AND ACROSS SAID CADG TRACT TO 5/8-INCH IRON RODS WITH CAPS MARKED "PETITT RPLS 4087" SET FOR CORNER, THE FOLLOWING COURSES:

NORTH 64°50'01" WEST, A DISTANCE OF 163.42 FEET;

SOUTH 25°09'59" WEST, A DISTANCE OF 47.22 FEET;

NORTH 64°50'01" WEST, A DISTANCE OF 50.00 FEET;

NORTH 25°09'59" EAST, A DISTANCE OF 20.00 FEET;

NORTH 64°50'01" WEST, A DISTANCE OF 126.79 FEET;

NORTH 24°08'21" EAST, A DISTANCE OF 150.03 FEET;

NORTH 08°34'11" WEST, A DISTANCE OF 191.20 FEET;

NORTH 25°46'20" WEST, A DISTANCE OF 50.00 FEET, SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

NORTHEASTERLY WITH SAID CURVE TO THE RIGHT WHICH HAS A CENTRAL ANGLE OF 1°20'26", HAVING A CHORD THAT BEARS NORTH 63°33'26" EAST, A DISTANCE OF 18.31 FEET, WITH A RADIUS OF 782.50 FEET, AND AN ARC LENGTH OF 18.31 FEET TO THE END OF SAID CURVE;

NORTH 27°06'47" WEST, A DISTANCE OF 130.79 FEET;

SOUTH 62°53'13" WEST, A DISTANCE OF 51.66 FEET;

SOUTH 71°57'05" WEST, A DISTANCE OF 103.32 FEET;

SOUTH 76°35'13" WEST, A DISTANCE OF 184.79 FEET;

NORTH 13°24'47" WEST, A DISTANCE OF 128.75 FEET;

SOUTH 76°35'13" WEST, A DISTANCE OF 69.36 FEET;

NORTH 13°24'47" WEST, A DISTANCE OF 50.00 FEET;

NORTH 76°35'13" EAST, A DISTANCE OF 20.00 FEET;

NORTH 13°24'47" WEST, A DISTANCE OF 138.12 FEET;

SOUTH 72°57'33" WEST, A DISTANCE OF 150.24 FEET;

SOUTH 85°49'38" WEST, A DISTANCE OF 98.90 FEET;

NORTH 88°32'30" WEST, A DISTANCE OF 310.00 FEET;

NORTH 01°27'30" EAST, A DISTANCE OF 28.15 FEET;

AND NORTH 88°32'30" WEST, A DISTANCE OF 195.00 FEET, SAID IRON ROD BEING LOCATED ON THE COMMON WEST LINE OF SAID CADG TRACT AND THE EAST LINE OF PALOMA CREEK LAKEVIEW PHASE 2C, AN ADDITION TO DENTON COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 2015-288, OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS (PRDCT), FROM SAID IRON ROD A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT RPLS 4087" FOUND BEARS SOUTH 01°27'30" WEST, ALONG SAID COMMON LINE, A DISTANCE OF 198.65 FEET;

THENCE NORTH 01°27'30" EAST, WITH SAID COMMON LINE, PASSING A DISTANCE OF 657.35 FEET A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT RPLS 4087" FOUND FOR THE NORTHEAST CORNER OF SAID PALOMA CREEK LAKEVIEW PHASE 2C, AND PASSING AT A DISTANCE OF 1147.38 FEET A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT RPLS 4087" FOUND FOR THE NORTHEAST CORNER OF PALOMA CREEK LAKEVIEW PHASE 1, AN ADDITION TO DENTON COUNTY, TEXAS, RECORDED IN CABINET W, PAGES 588-590 OF SAID PRDCT, CONTINUING IN ALL, A TOTAL DISTANCE OF 1163.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 49.419 ACRES OF LAND.

DEDICATION STATEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, CADG PROPERTY HOLDINGS III., LLC, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS NORTHLAKE ESTATES PHASE 1, AN ADDITION TO DENTON COUNTY, TEXAS, AND DOES HEREBY DEDICATE TO DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11-B (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-B, 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 ITS WRITTEN APPROVAL, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE DISTRICT 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.

CADG PROPERTY HOLDINGS III., LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: CTMGT, LLC,
A TEXAS LIMITED LIABILITY COMPANY
ITS SOLE MANAGER AND MEMBER

BY: _____
MEHRDAD MOAYEDI
SOLE MANAGER AND MEMBER

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS ON THIS DAY PERSONALLY APPEARED MEHRDAD MOAYEDI, THE SOLE MANAGER AND MEMBER OF CTMGT, LLC, AS THE SOLE MANAGER AND MEMBER OF CADG PROPERTY HOLDINGS III., LLC, A TEXAS LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY. 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 "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-B

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

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

UTILITY COMPANY APPROVAL

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

DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 11-B
CONTACT: C/O CHRISTOPHER JORDAN
19 BRIAR HOLLOW LANE, STE. 245
HOUSTON, TEXAS 77027
PHONE (713) 621-3707
OWNER: CADG PROPERTY HOLDINGS III., LLC.
CONTACT: CLAYTON SNODGRASS
1800 VALLEY VIEW LN, SUITE 300
FARMERS BRANCH, TEXAS 75234
PHONE (469) 892-7200

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPLS FIRM REGISTRATION NO. 101068
1651 GLENVILLE DRIVE, SUITE 208
Richardson, Texas 75081
Tel. No. (214) 221-9955
Fax No. (214) 340-3550
DATE: APRIL 2016
JNICHOLS@PETITTBARRAZA.COM
SCALE: N/A
JOB NO. 06026-00B

**Finance Department**

Karla Stovall, Chief Financial Officer

Phone: 214-975-0415

kstovall@littleelm.org

TOWN COUNCIL CONSENT AGENDA

Date May 17, 2016

PROJECT

Discussion and Action to approve Agreement between the Town of Little Elm and Patricia Adams for services as presiding Municipal Judge and Magistrate of the Little Elm Municipal Court for a period of two years.

BACKGROUND

The current agreement established in May 2014 between the Town of Little Elm and our Municipal Court Judge, Patricia Adams is set to expire. The agreement attached will renew the contract for an additional two year term set to expire in May, 2018.

The attached agreement is for the same terms, duties, and compensation as stated within the 2012 agreement.

RECOMMENDED ACTION

The Chief Financial Officer recommends that the agreement between the Town of Little Elm and Patricia Adams for services as presiding Municipal Judge and Magistrate of the Little Elm Court be approved for a period of Two (2) years from May 15, 2016 to May 15, 2018.

ATTACHMENTS

Agreement

Initial:

Town Manager ☐ Finance ☐ Library ☐ Public Works ☐ Parks ☐Town Secretary ☐ Police ☐ Fire ☐ HR ☐ Development Services ☐APPROVED ☐DENIED ☐TABLED ☐WITHDRAWN ☐

STATE OF TEXAS

COUNTY OF DENTON

KNOW ALL BY THESE PRESENTS:

AGREEMENT

For and in consideration of the mutual terms, conditions and covenants therein contained, the following agreement is entered into by and between the Town of Little Elm, Texas (hereinafter referred to as the "Town") and Patricia Adams (hereinafter referred to as "Adams").

I.

The Town has appointed Adams as Municipal Judge of the Little Elm Municipal Court of Record for a term of two (2) years. Such term commencing on May 15, 2016 and expiring on May 15, 2018.

II.

Adams' services as Municipal Judge are on an on-call basis, and Adams will be reasonably available to perform her role as Municipal Court Judge as requested by the Town. Adams' services as a magistrate for the Town's jail are on an on-call basis, and Adams will be reasonably available to perform her duties as a magistrate as requested by the Town, in accordance with the requirements of the Code of Criminal Procedure. Adams is required to provide her own robe. Adams, is further required to spend a reasonable amount of time participating in judicial continuing legal education programs so as to enhance her abilities to perform as Municipal Court Judge and to enhance the stature of such duties.

III.

In consideration for her Municipal Judge services, Adams shall receive the compensation in the amount of One Hundred and Thirty and No/100 Dollars (\$130.00) for each hour that Adams performs duties as Municipal Court Judge of the Little Elm Municipal Court of Record. Time worked in less than one (1) hour increments shall be billed at the hourly rate set forth for each quarter hour worked by Adams.

In consideration for her services as a magistrate for Town's jail, Adams shall receive One Hundred and No/100 Dollars (\$100.00) for each hour of magistrate duties performed for Town's jail, with one (1) hour minimum for each call out for such services. After the first hour, time worked shall be billed at the hourly rate set forth above for each quarter hour worked by Adams. Payment by the Town for such services shall be from Town's current funds. The Town makes no warranties or representations as to the amount of work Adams will receive under this Agreement.

IV.

Adams may be removed from office by the Town at any time for incompetency, misconduct, malfeasance, unsatisfactory performance, or disability or otherwise in accordance with applicable law (including, without limitation, the Town Charter or Town ordinance), rule, or regulation. Adams shall be required to provide at least thirty (30) days' notice of resignation.

V.

The terms, obligations, and requirements of this Agreement shall be construed in accordance with the laws of the State of Texas (without regard to the conflict of law provisions). The obligations and requirements of the parties hereto are performable in the Town of Little Elm, Denton County, Texas and venue for any dispute relating to this Agreement lies in Denton County, Texas.

VI.

The parties hereto agree that Adams may only serve beyond the term of this Agreement upon the express authorization of the governing body of the Town. The parties agree that this provision shall control over any law, rule or regulation in conflict herewith.

VII.

This Agreement is executed on behalf of the Town by the Town Manager who is authorized to execute this instrument by Council approved hereto passed and duly recorded in its minutes.

VIII.

This instrument shall be the entire agreement and understand between parties hereto and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exit. This Agreement cannot be amended orally.

WITNESS the signature of all parties hereto in single or multiple originals on this the 17th day of May, 2016 in Denton County, Texas.

TOWN OF LITTLE ELM, TEXAS

BY: _____

Patricia A. Adams, Municipal Judge

BY: _____

David Hillock, Mayor

Approved to Form:

Robert Brown, Town Attorney

Attest:

Kathy Phillips, Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Town of Little Elm Police & Fire Departments
hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2016** and ending on **September 30, 2017**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount more fully described on *Exhibit "A"*, the Agency Workload and Cost Statistics.
- 5.2. The Agency shall complete *Exhibit "B"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching

services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "C"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "B"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote

sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY:** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Workload and Cost Statistics
Exhibit B	Agency Payment Worksheet
Exhibit C	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. **NOTICES.** All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Little Elm Police & Fire Departments	—
Contact Person	Rodney Harrison, Chief of Police	—
Address	88 W. Eldorado Pkwy.	—
City, State, Zip	Little Elm, TX 75068	—
Telephone	214-975-0476 / 214-975-0460	—

17. **SEVERABILITY.** The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. **THIRD PARTY.** This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. **VENUE.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. **WAIVER.** The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. **AUTHORIZED OFFICIALS.** Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. **CURRENT FUNDS.** All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Mary Horn, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Signature

David Hillock - Mayor
Town of Little Elm
100 W. Eldorado Pkwy.
Little Elm, TX 75068
214-975-0402

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Agency

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

	A	B	C	E	F	G
1	Column1	Column2	Column3	Co		
2	FY 16-17 Dispatch Costs					
3	FY Budget	\$2,523,760.00				
4	1/2 Budget Amount	\$1,261,880.00				
5	Agency	% Workload *				
6	ARGYLE PD	0.817%	\$10,314			
7	ARGYLE ISD PD	0.014%	\$179			
8	AUBREY PD	0.566%	\$7,139			
9	AUBREY ISD PD	0.054%	\$685			
10	BARTONVILLE PD	0.389%	\$4,915			
11	CORINTH PD	6.607%	\$83,369			
12	DOUBLE OAK PD	0.357%	\$4,511			
13	HICKORY CREEK PD	2.253%	\$28,427			
14	JUSTIN PD	0.664%	\$8,380			
15	KRUM PD	1.270%	\$16,028			
16	LITTLE ELM PD	9.146%	\$115,411			
17	NCTC PD	0.000%	\$0			
18	NORTHEAST PD	1.588%	\$20,034			
19	NORTHLAKE PD	2.002%	\$25,257			
20	OAK POINT PD	1.291%	\$16,286			
21	PILOT POINT PD	0.909%	\$11,476			
22	PONDER PD	0.189%	\$2,390			
23	SANGER PD	2.508%	\$31,642			
24	TROPHY CLUB PD	2.413%	\$30,447			
25	ARGYLE FD	0.684%	\$8,630			
26	AUBREY FD	1.127%	\$14,223			
27	DOUBLE OAK VFD	0.082%	\$1,030			
28	JUSTIN FD	0.430%	\$5,427			
29	KRUM FD	0.376%	\$4,741			
30	LAKE CITIES FD	1.778%	\$22,439			
31	LITTLE ELM FD	1.458%	\$18,399			
32	OAK POINT FD	0.257%	\$3,249			
33	PILOT POINT FD	0.487%	\$6,145			
34	PONDER VFD	0.228%	\$2,874			
35	SANGER FD	0.825%	\$10,407			
36	TROPHY CLUB FD	0.377%	\$4,752			
37	OTHER	3.85%	\$48,540 *			
38	SHERIFF'S OFC *	55.008%	\$1,956,015 *			
39	Totals	100.000%	\$2,523,760			
40						
41						
42	*SHERIFF'S OFFICE costs- Includes "OTHER" + Discounted Activity					
43	which is reduced from other entities total costs, as well as the					
44	remaining 1/2 of the total Communications Adopted Budget which					
45	other entities are not billed for at this time.					
46						
47	Volunteer Agencies					

Exhibit B

2016-17 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

Agency:	
Payment Contact Person:	Town of Little Elm
Phone Number:	Karla Sovall - Finance Director
Address:	214-975-0415
City, State, Zip	100 W. Eldorado Pkwy. Little Elm, TX 75068
AGENCY TOTAL AMOUNT DUE	\$ 133,810.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026

Payment Plan Options

Agency MUST
Select One
Payment Option

1	<input checked="" type="checkbox"/> One Annual Payment (100%)
2	<input type="checkbox"/> Two Payments (50%)
3	<input type="checkbox"/> Four Payments (25%)
4	<input type="checkbox"/> Twelve Monthly Payments
5	<input type="checkbox"/> Other Payment Option

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2016-17

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	<i>Little Elm Police Department</i>

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

By: Will Travis

Title: Denton County Sheriff

Date: _____

By: _____

Title: _____

Date: _____

Rodney Harrison

Rodney Harrison

Chief of Police

May 9, 2016



Town Council Agenda Information Sheet

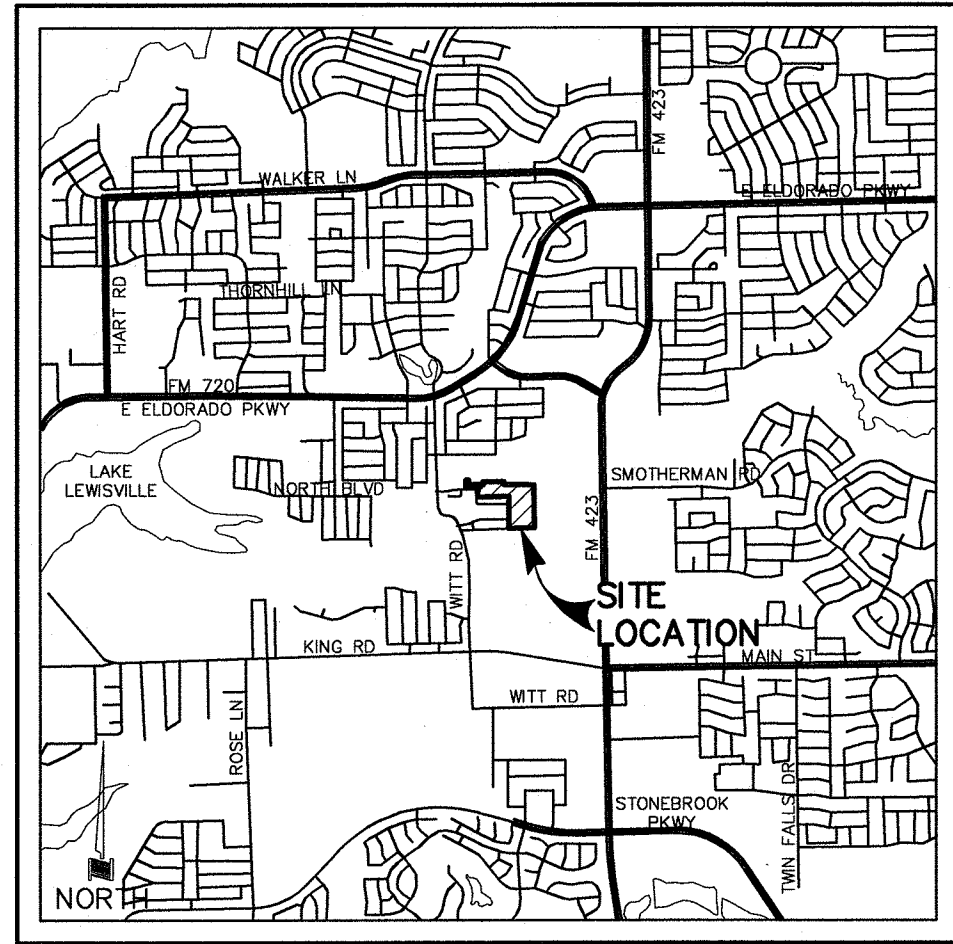
COUNCIL MEETING DATE:	May 17, 2016
PROJECT:	Final acceptance of Brentwood Phase 2
DESCRIPTION:	Town Staff has performed inspection on Brentwood Phase 2. All items identified on the punch-list have been completed. Town Staff has received a Bill Paid Affidavits, final Record Drawings, and Maintenance Bonds.
COST:	\$0
FUNDING:	N/A
SCHEDULE:	N/A
RECOMMENDED ACTION:	Approve acceptance of Brentwood Phase 2
TOWN CONTACT:	Kimberly Brawner, P.E. Town Engineer kbrawner@littleelm.org 214-975-0489
ATTACHMENTS:	N/A

Y:\13021\13021-02P.dwg, Layout1, 5/5/2016 1:34:43 PM, ltrass, Dowdey, Anderson & Associates, Inc., TM

REVISED:

NOTES:

- All lot corners are 1/2" iron rods set with a yellow plastic cap stamped "DAA" unless otherwise noted.
- "X" cuts set in concrete street paving at all intersections and points of curvature.
- Basis of bearings are derived from the Texas State Plane Coordinate Sytem, NAD83, North Central Zone.
- 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.
- All lots comply with the minimum size requirements of the zoning district (including minimum lot width of 50 feet at the front building line).
- This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.
- This plat does not alter or remove existing deed restrictions, if any, on this property.
- Total public right-of-way dedication by this plat is 80,604 square feet (1.85 acres).
- No 100 Year Flood Plain exists on this site. The subject property lies within Zone X (unshaded) "defined as areas determined to be outside 500-year Flood Plain" as defined by the Federal Emergency Management Agency, (F.E.M.A.), Flood Insurance Rate Map (F.I.R.M.), Community Panel No. 48121C0410G, dated April 18, 2011 for Denton County and incorporated areas.
- Public trails to be allowed within HOA lots.



AFFIDAVIT OF BILLS PAID AND RELEASE OF LIENS BY CONTRACTOR

The undersigned Burns Utilities, LLC having furnished materials and/or performed labor in connection with the construction Brentwood Phase 2 of certain improvements located at Town of Little Elm, Denton County, Texas ("Property") for and in consideration of the payment to the Contractor of the sum hereinafter specified does hereby acknowledge and release as follows:

Upon the receipt of \$ 73,908.56 being payment on JOB # 112U dated 5/11/2016 for materials and/or labor performed by the Contractor for the Project (the utilities); Contractor will waive and release any and all liens, rights and interests (whether choate or inchoate, and including, without limitation, all mechanic's and materialmen's liens under the Constitution and the statutes of the "Property" state) which are or may be owed, claimed or held by Contractor in and to the Property and the improvements constructed thereon by reason of the Work or otherwise, and Contractor will thereby RELEASE AND FOREVER DISCHARGE any and all claims, debts, demands or causes of action the Contractor has or may have as a result of the same including, without limitation, any liens of Contract for the Work now or hereafter filed for record in said County.

Contractor represents, warrants, and certifies that all bills owed by the Contractor for materials furnished and labor performed in connection with the Work have been or will be fully paid and satisfied. If for any reason a lien or liens are filed for materials or labor against the Property by virtue of the Contractor's participation in the Project by any person claiming by, through, or under the Contractor, then Contractor will immediately obtain a settlement of such lien or liens and obtain and furnish to the owners of the Property a release thereof. Contractor shall indemnify such owners and their respective heirs, successors and assigns from any such bill or liens and from all costs and expenses, including attorney's fees, incurred in discharging any such bills or removing such liens.

Executed 5/16, 20 16.

Contractor Name: Burns Utilities LLC

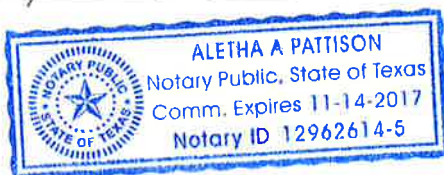
By: Eddie Burns

Title: COO

[Signature]
Witness

[Signature]
Witness

Subscribed and sworn to before me under my official seal of office this 11th day of May, 20 16.



[Signature]
Notary Signature

MONTHLY PROGRESS PAYMENT

CONTRACT: BRENTWOOD PH 2
OWNER: PULTE HOMES OF TEXAS LP.
BILL TO: PULTE HOMES OF TEXAS, LP.
1234 LAKESHORE DR.
SUITE 750A
COPPELL, TEXAS 75019

BILL FROM: BURNS UTILITIES, LLC.
5208 TENNYSON PKWY, STE. 140
PLANO, TEXAS 75024

PROGRESS PAYMENT NO: 7
PROGRESS PAYMENT PERIOD: To 5/2/16
DATE: 5/3/16

PROJECT #: 105U
PROJECT #: 105U

STORM SEWER

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	36" RCP (Class III)	58	LF	\$99.66	\$5,780.28	58.00	0.00	58.00	\$5,780.28	\$5,780.28	\$0.00	100%
2	30" RCP (Class III)	310	LF	\$74.56	\$23,113.60	310.00	0.00	310.00	\$23,113.60	\$23,113.60	\$0.00	100%
3	27" RCP (Class III)	292	LF	\$66.44	\$19,400.48	292.00	0.00	292.00	\$19,400.48	\$19,400.48	\$0.00	100%
4	24" RCP (Class III)	675	LF	\$58.45	\$39,453.75	675.00	0.00	675.00	\$39,453.75	\$39,453.75	\$0.00	100%
5	21" RCP (Class III)	242	LF	\$50.38	\$12,191.96	242.00	0.00	242.00	\$12,191.96	\$12,191.96	\$0.00	100%
6	18" RCP (Class III)	569	LF	\$45.48	\$25,878.12	569.00	0.00	569.00	\$25,878.12	\$25,878.12	\$0.00	100%
7	10' Curb Inlets	5	EA	\$3,413.30	\$17,066.50	3.75	1.25	5.00	\$17,066.50	\$12,799.88	\$4,266.63	100%
8	8' Curb Inlets	12	EA	\$3,060.20	\$36,722.40	9.00	3.00	12.00	\$36,722.40	\$27,541.80	\$9,180.60	100%
9	4' X 4' Storm Manhole	3	EA	\$2,883.65	\$8,650.95	3.00	0.00	3.00	\$8,650.95	\$8,650.95	\$0.00	100%
10	24" Headwall	1	EA	\$2,236.30	\$2,236.30	1.00	0.00	1.00	\$2,236.30	\$2,236.30	\$0.00	100%
11	4' X 4' Drop Inlet w/ Apron	2	EA	\$3,531.00	\$7,062.00	1.00	1.00	2.00	\$7,062.00	\$3,531.00	\$0.00	100%
12	Connect to Existing RCP	3	EA	\$500.23	\$1,500.69	3.00	0.00	3.00	\$1,500.69	\$1,500.69	\$0.00	100%
13	12" to 18" Dia. Grouted Rock Rip-Rap	23	SY	\$100.05	\$2,301.15	23.00	0.00	23.00	\$2,301.15	\$2,301.15	\$0.00	100%
14	Remove & Replace Existing 10' Trail	12	SY	\$88.28	\$1,059.36	12.00	0.00	12.00	\$1,059.36	\$1,059.36	\$0.00	100%
15	Remove Plug	1	EA	\$220.70	\$220.70	1.00	0.00	1.00	\$220.70	\$220.70	\$0.00	100%
16	Remove Ex. Drop Inlet	1	EA	\$500.23	\$500.23	1.00	0.00	1.00	\$500.23	\$500.23	\$0.00	100%
17	Debris Separator	1	EA	\$9,621.98	\$9,621.98	1.00	0.00	1.00	\$9,621.98	\$9,621.98	\$0.00	100%
18	TV Testing	2,146	LF	\$1.37	\$2,940.02	0.00	2146.00	2146.00	\$2,940.02	\$0.00	\$2,940.02	100%
19	Trench Safety	2,146	LF	\$0.19	\$407.74	2146.00	0.00	2146.00	\$407.74	\$407.74	\$0.00	100%
	10' Curb Inlets	(0.5)	EA	\$3,413.30	(\$1,706.65)	0.00	-0.50	-0.50	(\$1,706.65)	\$0.00	(\$1,706.65)	100%
	4' X 4' Drop Inlet w/ Apron	(1.0)	EA	\$3,531.00	(\$3,531.00)	0.00	-1.00	-1.00	(\$3,531.00)	\$0.00	(\$3,531.00)	100%
	TOTAL STORM SEWER				\$210,870.56				\$210,870.56	\$196,189.97	\$11,149.60	100%
	MISCELLANEOUS											
1	BONUS	1.00	EA	\$50,000.00	\$50,000.00	0.90	0.10	1.00	\$50,000.00	\$45,000.00	\$5,000.00	100%
	TOTAL MISCELLANEOUS				\$50,000.00				\$50,000.00	\$45,000.00	\$5,000.00	100%

TOTAL CONTRACT AMOUNT: \$588,302.88
NET CHANGE BY CHANGE ORDERS: \$117.57
CONTRACT SUM TO DATE: \$588,420.45
TOTAL COMPLETED TO DATE: \$588,420.45
LESS RETAINAGE (10%):
TOTAL EARNED LESS RETAINAGE: \$588,420.45
LESS PREVIOUS PAYMENTS: \$514,511.89
CURRENT PAYMENT DUE: \$73,908.56

BURNS UTILITIES, LLC

Eddie Burns

05/02/16
DATE

MONTHLY PROGRESS PAYMENT

CONTRACT: BRENTWOOD PH 2
 OWNER: PULTE HOMES OF TEXAS LP.
 BILL TO: PULTE HOMES OF TEXAS LP.
 1234 LAKESHORE DR.
 SUITE 750A
 COPPELL, TEXAS 75019

BILL FROM: BURNS UTILITIES, LLC.
 5208 TENNYSON PKWY. STE. 140
 PLANO, TEXAS 75024

PROGRESS PAYMENT NO: 7
 PROGRESS PAYMENT PERIOD: To 5/2/16
 DATE: 5/3/16

PROJECT #: 105U

SANITARY SEWER

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	8" Sanitary Sewer Main (SDR-35)	2,147	LF	\$26.83	\$57,604.01	2147.00	0.00	2147.00	\$57,604.01	\$57,604.01	\$0.00	100%
2	8" Sanitary Sewer Main (SDR-26)	568	LF	\$65.28	\$37,079.04	568.00	0.00	568.00	\$37,079.04	\$37,079.04	\$0.00	100%
3	4' Diameter Manhole	6	EA	\$3,798.07	\$22,788.42	6.00	0.00	6.00	\$22,788.42	\$22,788.42	\$0.00	100%
4	4' Diameter Drop Manhole	2	EA	\$6,054.14	\$12,108.28	2.00	0.00	2.00	\$12,108.28	\$12,108.28	\$0.00	100%
5	4' Diameter Manhole on Existing Line	2	EA	\$3,360.58	\$6,721.16	2.00	0.00	2.00	\$6,721.16	\$6,721.16	\$0.00	100%
6	4" Service	65	EA	\$631.65	\$41,057.25	65.00	0.00	65.00	\$41,057.25	\$41,057.25	\$0.00	100%
7	End & Plug	3	EA	\$43.27	\$129.81	3.00	0.00	3.00	\$129.81	\$129.81	\$0.00	100%
8	Remove Plug & Connect to Existing	5	EA	\$474.89	\$2,374.45	5.00	0.00	5.00	\$2,374.45	\$2,374.45	\$0.00	100%
9	Clean-out	2	EA	\$514.20	\$1,028.40	2.00	0.00	2.00	\$1,028.40	\$1,028.40	\$0.00	100%
10	TV Testing	2,715	LF	\$1.37	\$3,719.55	2715.00	0.00	2715.00	\$3,719.55	\$3,719.55	\$0.00	100%
11	Trench Safety	2,715	LF	\$0.19	\$515.85	2175.00	0.00	2175.00	\$515.85	\$515.85	\$0.00	100%
14	4' Diameter Manhole	-1.00	EA	\$3,798.07	(\$3,798.07)	-1.00	0.00	-1.00	(\$3,798.07)	(\$3,798.07)	\$0.00	100%
15												
TOTAL SANITARY SEWER					\$181,328.15				\$181,328.15	\$181,328.15	\$0.00	100%

MONTHLY PROGRESS PAYMENT

CONTRACT: BRENTWOOD PH 2
 OWNER: PULTE HOMES OF TEXAS LP,
 BILL TO: PULTE HOMES OF TEXAS LP,
 1234 LAKESHORE DR.
 SUITE 750A
 COPPELL, TEXAS 75019

BILL FROM: BURNS UTILITIES, LLC,
 5208 TENNYSON PKWY, STE. 140
 PLANO, TEXAS 75024

PROGRESS PAYMENT NO: 7
 PROGRESS PAYMENT PERIOD: To 5/2/16
 DATE: 5/3/16

PROJECT #: 105U

WATER

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	8" Water Main (DR-18)	2,442	LF	\$23.83	\$58,192.86	2442.00	0.00	2442.00	\$58,192.86	\$58,192.86	\$0.00	100%
2	2" Flush Valve	1.0	EA	\$1,120.82	\$1,120.82	1.00	0.00	1.00	\$1,120.82	\$1,120.82	\$0.00	100%
3	8" Valve	13	EA	\$1,086.71	\$14,127.23	13.00	0.00	13.00	\$14,127.23	\$14,127.23	\$0.00	100%
4	6" Valve	4	EA	\$764.35	\$3,057.40	4.00	0.00	4.00	\$3,057.40	\$3,057.40	\$0.00	100%
5	Fire Hydrant w/ 6" Lead	4	EA	\$2,948.98	\$11,795.92	4.00	0.00	4.00	\$11,795.92	\$11,795.92	\$0.00	100%
6	Remove Plug & Connect to 8" Existing	4	EA	\$459.63	\$1,838.52	4.00	0.00	4.00	\$1,838.52	\$1,838.52	\$0.00	100%
7	Remove Existing 8" Waterline	300	LF	\$6.12	\$1,836.00	300.00	0.00	300.00	\$1,836.00	\$1,836.00	\$0.00	100%
8	Misc Fittings	1.3	TON	\$4,610.96	\$5,994.25	1.30	0.00	1.30	\$5,994.25	\$5,994.25	\$0.00	100%
9	1" Domestic Service	67	EA	\$568.43	\$38,084.81	67.00	0.00	67.00	\$38,084.81	\$38,084.81	\$0.00	100%
10	1" Irrigation Service	1	EA	\$556.66	\$556.66	1.00	0.00	1.00	\$556.66	\$556.66	\$0.00	100%
11	Testing	2,442	LF	\$0.19	\$463.98	2442.00	0.00	2442.00	\$463.98	\$463.98	\$0.00	100%
	GAS CROSSING				\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
1	2" CROSSING	12	EA	\$284.63	\$3,415.56	12.00	0.00	12.00	\$3,415.56	\$3,415.56	\$0.00	100%
2	4" CROSSING	1	EA	\$407.75	\$407.75	1.00	0.00	1.00	\$407.75	\$407.75	\$0.00	100%
3	6" CROSSING	2	EA	\$806.22	\$1,612.44	2.00	0.00	2.00	\$1,612.44	\$1,612.44	\$0.00	100%
	ELECTRICAL CROSSING				\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
1	2" CROSSING	9	EA	\$298.05	\$2,682.45	9.00	0.00	9.00	\$2,682.45	\$2,682.45	\$0.00	100%
2	3" CROSSING	3	EA	\$345.03	\$1,035.09	3.00	0.00	3.00	\$1,035.09	\$1,035.09	\$0.00	100%
TOTAL WATER					\$146,221.74				\$146,221.74	\$146,221.74	\$0.00	100%

BURNS UTILITIES LLC

5208 Tennyson Pkwy Ste 140
Plano, Texas 75024
469-344-3080

SISV-14-06261

CHANGE ORDER #2

OWNER: Pulte Group

Date 5/2/16

PROJECT: Brentwood PH 2

ENGINEER: Dowdey Anderson & Associates

ITEM NO.	ITEM DESCRIPTION	QTY BID	UNIT	UNIT PRICE	AMOUNT
WATER					
					\$0.00
					\$0.00
TOTAL ADD TO WATER					\$0.00

SANITARY SEWER					
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL ADD TO SANITARY SEWER					\$0.00

STORM SEWER					
	10' Curb Inlets	-1	EA	\$3,413.30	(\$1,706.65)
	4' X 4' Drop Inlet w/ Apron	-1	EA	\$3,531.00	(\$3,531.00)
					\$0.00
					\$0.00
TOTAL ADDED TO STORM SEWER					(\$5,237.65)

TOTAL ADDED BY THIS CHANGE ORDER					(\$5,237.65)
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The Original Contract Sum was	\$588,302.88
Net change by previously authorized Change Orders	\$5,355.22
The Contract Sum prior to this Change Order	\$593,658.10
The Contract Sum will be increased	
by this Change Order in the amount of	(\$5,237.65)
The new Contract Sum including this Change Order will be	\$588,420.45

BURNS UTILITIES LLC,

BY: Eddie Burns
TITLE: COO
DATE: 5/11/16

BY: _____
TITLE: _____
DATE: _____

MAINTENANCE BOND

Bond No. S-914 9036

KNOW ALL MEN BY THESE PRESENTS, That we, Burns Utilities, LLC, 5208 Tennyson Pkwy,
Plano, TX 75024 (hereinafter called the "Principal") as Principal, and the Washington International 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, Texas (hereinafter called the "Obligee"), in the
sum of Eighty-eight Thousand Two Hundred Sixty-three And 07/100THS

(\$ 88,263.07) 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 10th day of May, -- 2016

THE CONDITION OF THIS OBLIGATION is such, that WHEREAS, the said Principal has heretofore
entered into a contract with Pulte Homes of Texas, LP dated
7/29/2015, for Brentwood Phase 2, Subdivision, Little Elm, TX

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 Eighty-eight Thousand Two Hundred Sixty-three And 07/100THS 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.

Burns Utilities, LLC

Principal

By: Eddie Burns

Washington International 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 [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
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.



[Signature]
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 10th day of May, 2016.

[Signature]
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 llamar 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 **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al **Departamento 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 **Departamento de Seguros de Texas**.

UNA ESTE AVISO A SU POLIZA

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MAINTENANCE BOND

Bond No. S-914 9036

KNOW ALL MEN BY THESE PRESENTS, That we, Burns Utilities, LLC, 5208 Tennyson Pkwy,
Plano, TX 75024 (hereinafter called the "Principal") as Principal, and the Washington International 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, Texas (hereinafter called the "Obligee"), in the
sum of Eighty-eight Thousand Two Hundred Sixty-three And 07/100THS
(\$ 88,263.07) 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 10th day of May, -- 2016

THE CONDITION OF THIS OBLIGATION is such, that WHEREAS, the said Principal has heretofore
entered into a contract with Pulte Homes of Texas, LP dated
7/29/2015, for Brentwood Phase 2, Subdivision, Little Elm, TX.

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 Eighty-eight Thousand Two Hundred Sixty-three And 07/100THS 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.

Burns Utilities, LLC

Principal

By: Eddie Burns

Washington International 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 [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
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.



[Signature]
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 10th day of May, 2016.

[Signature]
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 llamar 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 **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al **Departamento 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 **Departamento de Seguros de Texas**.

UNA ESTE AVISO A SU POLIZA

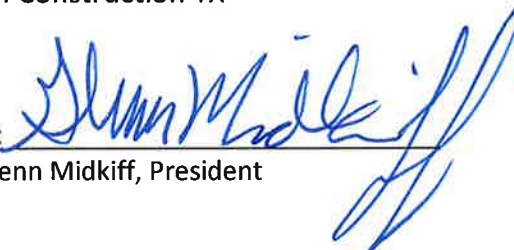
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

BILLS PAID AFFIDAVIT

GM Construction TX acknowledges that it has received payments in full (except retainage \$35,976.70) from Pulte Homes of Texas, LP. (the Owner) for all services, labor, materials and equipment for paving improvements performed in connection with the contract for the project called Brentwood, Phase Two, Denton County, in the Town of Little Elm, dated October 28, 2016. The work referenced herein was performed from December 10, 2015 to May 6, 2016.

Dated this 10TH day of MAY, 2016.

GM Construction TX

By: 
Glenn Midkiff, President

THE STATE OF TEXAS

COUNTY OF Denton

This instrument was acknowledged before me on the 10TH day of MAY, 2016, by GLENN MIDKIFF the PRESIDENT of GM CONSTRUCTION TX on behalf of said CORPORATION.





NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Erik Longabaugh
(Print or Type Name of Notary)

My Commission Expires:

7/9/19



SureTec Insurance Company

9737 Great Hills Trail, Suite 320
Austin, Tx 78759
512-732-0099

Bond No. 4403441

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Midkiff Holdings, LLC dba GM ConstructionTX as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Town of Little Elm as Obligee, in the penal sum of Thirty Five Thousand Nine Hundred Seventy Six and 70/100 (\$35,976.70) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Brentwood, Phase 2 Paving Improvements.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor


any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other than the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 9th day of May, 2016.

Midkiff Holdings, LLC dba GM Construction TX
Principal

By: 

SureTec Insurance Company

By: 
Jacqueline Kirk, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

D. Gregory Stitts, Mark R. DeWitt, Cindy Fowler, Jacqueline Kirk

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Four Million Dollars and no/100 (\$4,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

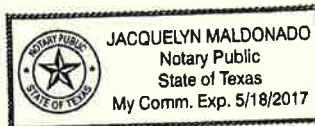
By: [Signature]
John Knox Jr., President

State of Texas
County of Harris

ss:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 9th day of May, 2016, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

<div><div>SureTec Insurance Company</div><div>THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</div></div>

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.



May 11, 2016

Mustang Special Utility District
Chris Boyd, General Manager
7985 FM 2931
Aubrey, Texas 76227

Re: Consent to Amendment of Mustang Special Utility District's Sewer
Certificate of Convenience and Necessity No. 20930

Dear Mr. Boyd,

I am writing to provide the Town of Little Elm's written consent to the amendment of Mustang Special Utility District's sewer certificate of convenience and necessity (CCN) 20930.

I am aware of the agreement between Mustang Special Utility District and the City of Oak Point whereby Mustang Special Utility District intends to amend its sewer CCN No. 20930 to cover the area previously served by the City of Oak Point and to provide service in such areas and in other previously uncertified areas. I am also aware that some of the area which was previously within the City of Oak Point's sewer CCN and which will be incorporated into Mustang Special Utility District's sewer CCN is within the corporate limits of the Town of Little Elm.

I am authorized by the Town of Little Elm to issue this letter consenting to the proposed amendment of Mustang Special Utility District's sewer CCN to cover the area previously served by the City of Oak Point as shown in the two attachments.

If there are any questions, please contact me by email or phone.

Sincerely,

Matt Mueller
Town Manager

Attachment: Attachment "3"
Attachment "3A"

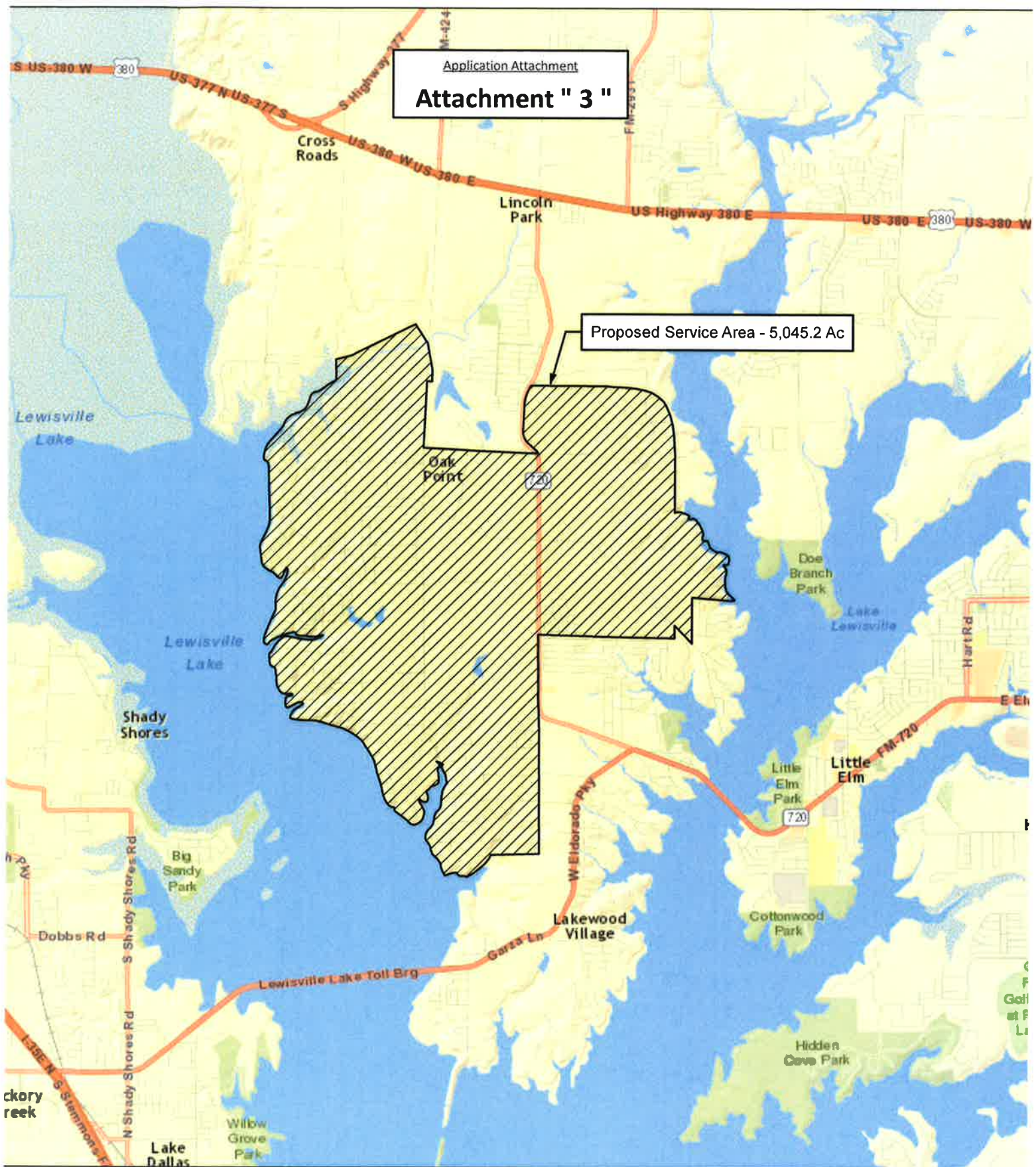


63

Matt Mueller, Town Manager, 214-975-0405

mmueller@littleelm.org

100 West Eldorado Parkway, Little Elm Texas 75068



**- Mustang SUD CCN No. 20930 Ammendment -
Proposed Service Area - 5,045.2 Ac**



0 0.25 0.5 1
Miles

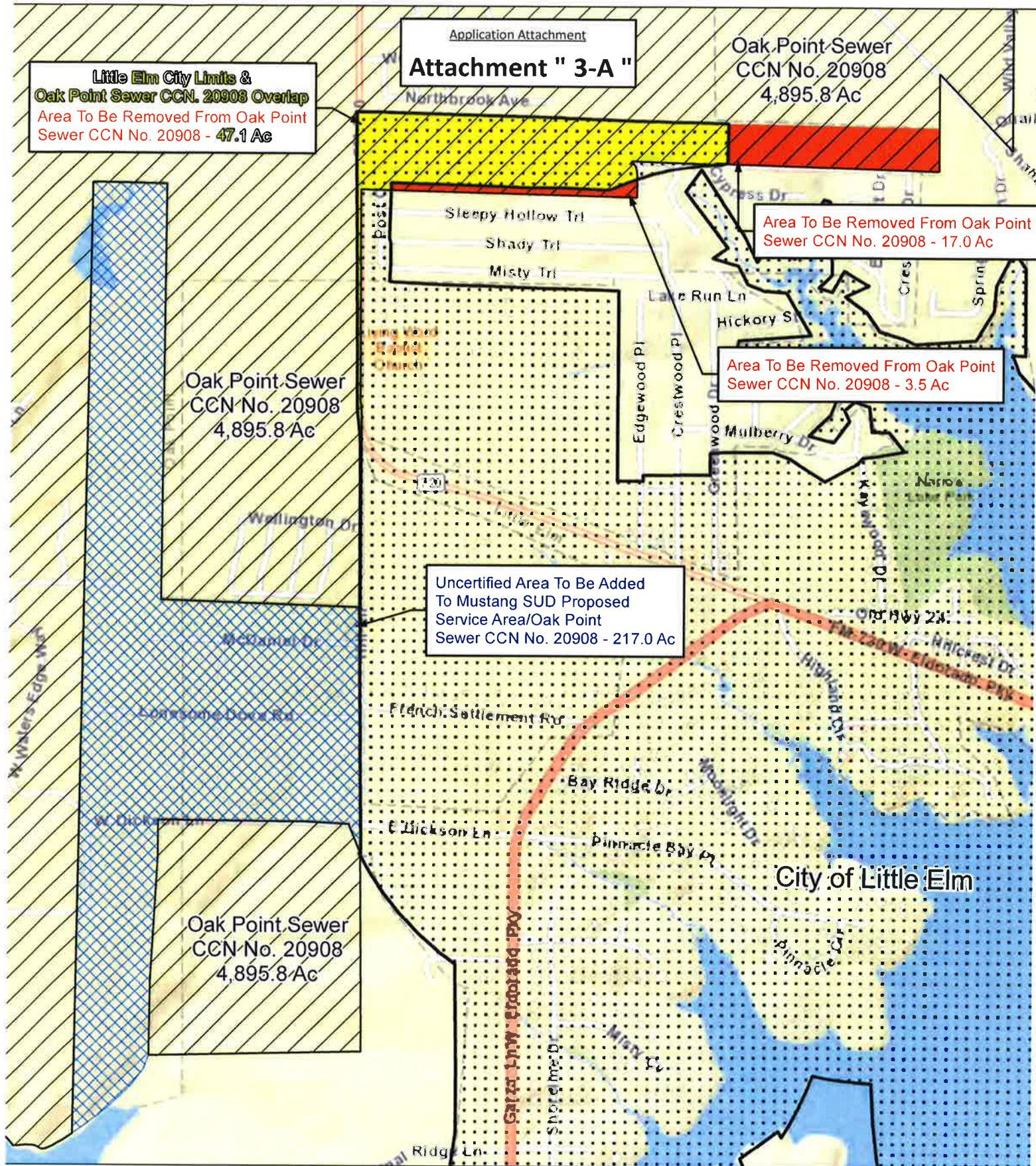
April 28, 2016

Located south of US 380 E
along FM 720 north of Lewisville Lake Bridge
64

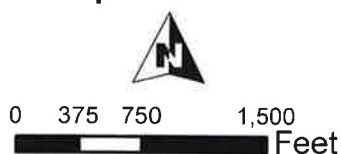
Denton County, TX

Legend - 1" = 5000'

Mustang SUD Proposed Service Area



- Mustang SUD CCN No. 20930 CCN Ammendment -
Proposed Service Area - 5,045.2 Ac (Oak Point Sewer CCN No. 20908, +/- Additional Areas)



April 28, 2016

Areas located between FM 720 &
Shahan Prairie Rd,
west of El Dorado Parkway
Denton County, TX

Map Legend

- Existing City of Oak Point Sewer CCN No. 20908 - 4,895.8 Ac
- Area To Be Removed From Oak Point Sewer CCN No. 20908 - (Overlap of Little Elm City Limits & Sewer CCN No. 20908)
- Area To Be Removed From Oak Point Sewer CCN No. 20908
- Uncertified Area To Be Added To Mustang SUD Proposed Service Area/Oak Point Sewer CCN No. 20908
- City of Little Elm, Texas



TOWN OF LITTLE ELM AGENDA INFORMATION SHEET

COUNCIL MEETING

DATE: May 17, 2016

PROJECT: Special Warranty Deed from Grande Communications
for Tract 2X in Block 42 of Sunset Pointe Phase
Eleven

DESCRIPTION: Grande Communications has prepared a Special
Warranty Deed and is granting Tract 2X in Block 42 of
Sunset Pointe Phase Eleven to the Town of Little Elm.
This tract is the original cable head in site for STI cable in
the Sunset Pointe subdivision that was purchased by
Grande. Since their purchase of the facility all cable
infrastructures has been removed and all that remains is
the brick screen wall, a few concrete slabs, and a small
building. Staff discussed this property with Council at the
April 5th regular Council meeting and received direction to
acquire the property.

The property is being granted at no cost to the Town as is.
Staff did commit to remove what remains of the brick wall,
concrete, and clean up the site.

COST: N/A

FUNDING:	Acct. Name & No	Original Budget
	N/A	N/A

**RECOMMENDED
ACTION:** Staff recommends Council accept Special Warranty
Deed from Grande Communications for Tract 2X in
Block 42 of Sunset Pointe Phase Eleven

TOWN CONTACT: Doug Peach
Assistant Town Manager
214-975-0475
dpeach@littleelm.org

ATTACHMENTS: Special Warranty Deed
66



4/29/2016

Town of Little Elm
100 W. Eldorado Pkwy
Little Elm, TX 75068
Attn: Doug Peach - Deputy Town Manager

Mr. Peach,

Please find enclosed the Special Warranty Deed that must be recorded with the county of Denton. Listed on page 3 is the "Return To" section in which Grande Communications address is listed however, you may want to change this to your location.

In addition, once the document has been recorded with the county, we ask that you please send a copy for our records. If you have any questions or concerns please feel free to contact me at 972-410-0609.

Best regards,

Tawana Johnson
Administrative Assistant

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

That GRANDE COMMUNICATIONS NETWORKS LLC (the "Grantor"), a Delaware limited liability company, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the TOWN OF LITTLE ELM (the "Grantee"), the receipt of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, AND CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto the Grantee, the property (the "Property") described on Exhibit A, attached hereto and hereby made a part hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, appurtenances, and any and all improvements thereto in anywise belonging, unto Grantee, its successors and assigns, forever, subject to all encumbrances, easements and other matters filed of record, to the extent (but no further) that same are valid and subsisting as of the date hereof and affect title to the Property (collectively, the "Permitted Encumbrances"), and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR CONVEYS THE PROPERTY "AS IS" AND "WHERE IS", AND GRANTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR USE, REGARDING THE PROPERTY.

Grantee, by acceptance of this deed, hereby expressly assumes liability for the payment of all ad valorem taxes and assessments for the year during which this deed is executed.

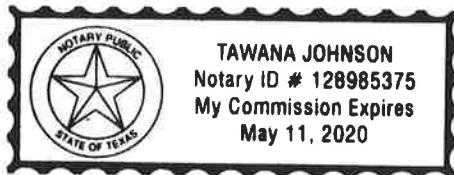
IN TESTIMONY WHEREOF, this instrument is executed this 28 day of April, 2016, to be effective upon delivery.

GRANDE COMMUNICATIONS NETWORKS LLC,
a Delaware limited liability company

By: *Jerry L. Horne*
Name: Jerry L. Horne
Title: Vice President Field Operations

STATE OF TEXAS §
 §
COUNTY OF Denton §

This instrument was acknowledged before me on the 28 day of April, 2016, by Jerry L. Horne, VP Field Operations of Grande Communications Networks LLC, a Delaware limited liability company, on behalf of said limited liability company.



Tawana Johnson
Notary Public in and for
the State of Texas

Exhibit A - the Property

EXHIBIT A to SPECIAL WARRANTY DEED

BEING TRACT 2X in BLOCK 42 of SUNSET POINTE PHASE ELEVEN, an Addition to the Town of Little Elm, Denton County, Texas according to the Plat thereof recorded in Cabinet V, Pages 744 and 745 of the Plat Records of Denton County, Texas.

After Recording, Return To:

Grande Communications
500 Tittle Dr., Ste 400
Lewisville, Tx 75056
Attn: Tawana Johnson

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT: 16-PD-004 Belfour Spirits Distillery

PUBLIC HEARING DATES: Planning & Zoning Commission: 5-5-16
Town Council: **5-17-16**

REQUEST: A request to rezone approximately 4.986 acres of land from Light Commercial district (LC) to Planned Development-Light Commercial district (PD-LC) to allow for distillery manufacturing

PROPOSED USE: Distillery Manufacturing use

LOCATION: Generally located north of Old Highway 24 and approximately 300 feet east of Oak Grove Parkway, within the Town Limits of Little Elm

SIZE: Approximately 4.986 acres of land

CURRENT ZONING: Light Commercial district (LC)

PROPOSED ZONING: Planned Development district with base zoning of Light Commercial (PD-LC) to allow winery/brewery/distillery manufacturing use

FUTURE LAND USE PLAN DESIGNATION: Lakeside District

EXISTING USE / SITE ATTRIBUTES: Vacant Land

APPLICANT: Belfour Spirits, LLC

OWNER: Belfour Spirits, LLC

PLANNING ANALYSIS: Winery/brewery/distillery manufacturing uses are not permitted in the Light Commercial district without being accessory to another commercial use. For this reason, a PD is requested to allow another unique use to develop, drawing people to Little Elm for something out of the ordinary. The Town strives to deliver distinctive commercial opportunities to its residents and guests, rather than focusing on traditional businesses. Construction of the lounge and distillery would mark the beginning of progress west of Little Elm Bridge.

The applicant plans to not only distill liquor on the property, but also offer tours and tastings and provide a luxury lounge and beautiful outdoor getaway for guests. This business will be viewed as a destination in Little Elm that requires visiting.

The subject property is located on approximately 4.986 acres currently zoned Light Commercial (LC) and surrounded by vacant land. Access

to the property is gained directly off of Old Highway 24, which is slightly north of the intersection of Eldorado Parkway and Oak Grove Parkway.

To screen the proposed use, evergreen trees will be installed along the west, north, and east property lines, in addition to the 8' tall masonry wall to be built along the northern property line. Furthermore, a fruit tree orchard is planned for much of the front of the property and will be guarded by a 6' tall wrought iron fence and embellished gate.

The distillery and lounge will be housed together in the main building. A warehouse to age the liquor and a caretaker's barn/shop will be built to the rear of the property. The architectural elevations of all buildings will comply with the 80% brick/stone requirement of the Code of Ordinances, as shown in the attached conceptual renderings.

Staff feels that this use would be an asset for the area west of Little Elm Bridge, and residents and guests will be excited for the opportunity to experience more of what Little Elm has to offer.

RECOMMENDATION:

Staff recommends approval of the requested PD with the following ordinance provisions:

1. The subject property shall have a Light Commercial (LC) base zoning district that additionally allows for winery/brewery/distillery manufacturing use.
2. The attached exhibits are conceptual in nature and shall not over-ride the zoning ordinance at time of site plan and building plan review.
3. The subject property may be screened by large evergreen landscaping on the west, north, and east perimeters, rather than canopy trees.
4. The subject property may allow a distillery, lounge, warehouse, outdoor grain silos, guard house, and a caretaker's barn/shop which has the option of being a residence for the property's caretaker.

On May 5, 2016, the Planning & Zoning Commission unanimously recommended approval of the requested PD, subject to staff's recommended ordinance provisions.

TOWN CONTACT:

Lisa Reich – Town Planner

ATTACHMENTS:

Ordinance 1330
Location Map
Conceptual Site & Landscaping Plan
Conceptual Floor Plan
Conceptual Elevations

TOWN OF LITTLE ELM

ORDINANCE NO. 1330

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY CHANGING THE ZONING ON APPROXIMATELY 4.986 ACRES OF LAND GENERALLY LOCATED NORTH OF OLD HIGHWAY 24 AND APPROXIMATELY 300 FEET EAST OF OAK GROVE PARKWAY, FROM LIGHT COMMERCIAL DISTRICT (LC) TO PLANNED DEVELOPMENT - LIGHT COMMERCIAL DISTRICT (PD-LC) IN ORDER TO ALLOW FOR WINERY/BREWERY/DISTILLERY MANUFACTURING; 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 Future Land Use Plan of the 2008 Comprehensive Plan designates the subject property as Lakeside District; and

WHEREAS, a request for a change in zoning has been initiated by Edward and Dayn Belfour to allow for winery/brewery/distillery manufacturing on 4.986 acres of land more specifically described on the Location Map, attached hereto; and

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

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

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

SECTION 2. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for a **Planned Development – Light Commercial** district (PD-LC) to allow winery/brewery/distillery manufacturing uses on approximately 4.986 acres of land generally located north of Old Highway 24 and approximately 300 feet east of Oak Grove Parkway, Denton County, Texas, a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS. The following special ordinance provisions shall apply to the subject property:

1. The subject property shall have a Light Commercial (LC) base zoning district that additionally allows for winery/brewery/distillery manufacturing use.
2. The attached exhibits are conceptual in nature and shall not over-ride the zoning ordinance at time of site plan and building plan review.
3. The subject property may be screened by large evergreen landscaping on the west, north, and east perimeters, rather than canopy trees.
4. The subject property may allow a distillery, lounge, warehouse, outdoor grain silos, guard house, and a caretaker's barn/shop which has the option of being a residence for the property's caretaker.

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

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

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

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance

of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

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

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

PASSED AND APPROVED this the 17th day of May, 2016.

The Town of Little Elm, Texas

David Hillock, Mayor

ATTEST:

Kathy Phillips, Town Secretary



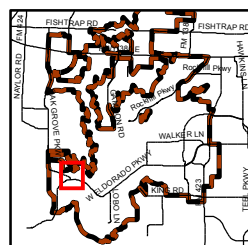
Location Map

Town of Little Elm
Denton County, Tx
Date: 4/15/2016

0 250 500
Feet

Legend

- Roads
- Subject Property
- Town Limits

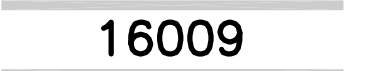
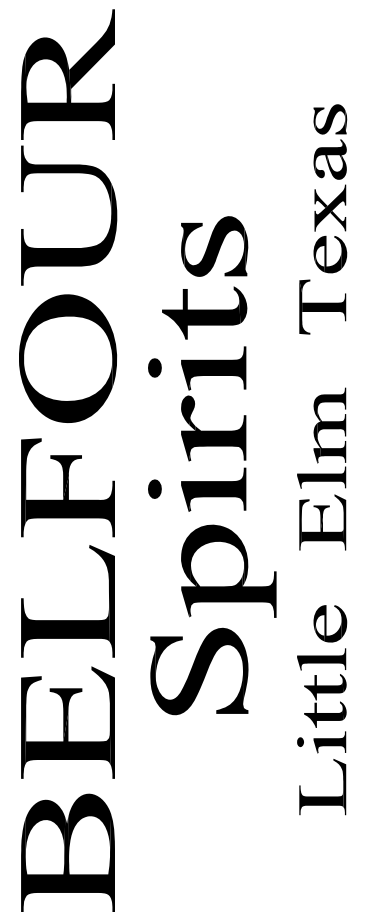


This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

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.



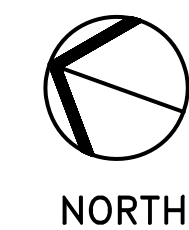
THESE PLANS ARE INTENDED TO PROVIDE THE BASIC CONSTRUCTION INFORMATION FOR THE DESIGN AND CONSTRUCTION OF THE STRUCTURE. THIS MEANS THESE PLANS MUST BE VERIFIED AND CHECKED COMPLETELY BY THE PERSON IN AUTHORITY FOR THE JOB. ANY DISCREPANCY ERROR AND/OR OMISSIONS ARE THE RESPONSIBILITY OF THE ARCHITECT. IT IS THE ATTENTION OF THE ARCHITECT TO THE ATTENTION OF THE BUILDER BEFORE ANY CONSTRUCTION, WORK, OR PURCHASES ARE MADE. NOTE THAT PRECEDENCE OVER ANY PART OF THESE DRAWINGS WHICH MAY CONFLICT WITH THESE AGENCIES RULES AND/OR REGULATIONS AND BE ADHERED TO BEFORE AND DURING CONSTRUCTION. DO NOT SCALE THESE DRAWINGS.



A0.00



SCALE: 1" = 30'-0"



1. All signage is approved via a separate permitting process.
2. All mechanical equipment, dumpsters, rooftop units, etc. shall be screened in compliance with the zoning ordinance.
3. All light sources, including wall packs, light poles, and lights underneath canopies, shall be recessed (i.e. full cutoffs) with no drop down bulbs so that all light sources are shielded and no light source is otherwise visible.
4. Enhanced paving applies to this site. Please contact Staff if the paving plan is unclear.
5. Any alteration to the site plan, including building elevation and landscape substitutions, require Town approval through a revised plan.



PHONE (972) 382-4994
EMAIL darron@rdgsdesigns.com

THESE PLANS ARE INTENDED TO PROVIDE THE BIDS CONSTRUCTION INFORMATION NECESSARY TO SUBSTANTIALLY COMPLETE THIS STRUCTURE. THIS MEANS THESE PLANS MUST BE VERIFIED AND CHECKED COMPLETELY BY THE PERSON IN AUTHORITY TO THE ATTENTION OF THE BUILDER BEFORE ANY OMISSION IF FOUND IS TO BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ARCHITECT. THESE DRAWINGS ARE ALL LOCAL CODES, ORDINANCES, AND REQUIREMENTS TAKE PRECEDENCE OVER ANY PART OF THESE DRAWINGS WHICH MAY CONFLICT WITH THESE AGENCIES RULES AND/OR ORDINANCES. THE BIDS CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THIS CONSTRUCTION.

DO NOT SCALE THESE DRAWINGS



BELFOUR
Spirits
Little Elm Texas



A1.00

AREA CALCULATIONS	
FRIST FLOOR =	5,050 S.
SECOND FLOOR =	3,584 S.
PORCHES =	1,799 S.
TOTAL COVERED AREA =	10,433 S.

FIRST FLOOR CONCEPT

SCALE: 3/16" = 1'-0"



78

© FILENAME: 15021

Future Expansion



RDGS
ARCHITECTS

239 WEST
PECAN STREET
SUITE 103
CELINA, TEXAS
75009

PHONE (972) 382-4994
EMAIL darron@rdgsdesigns.com

REVISED:

THESE PLANS ARE INTENDED TO PROVIDE THE BASIC CONSTRUCTION INFORMATION NECESSARY TO SUBSTANTIALLY COMPLETE THIS PROJECT. THE ARCHITECT HAS NOT CONDUCTED A VISUAL AND CHECKED COMPLETELY BY THE PERSON IN AUTHORITY TO CONSTRUCT. THE ARCHITECT HAS NOT CONDUCTED A VISUAL CHECKING IF FOUND TO BE BROUGHT IMMEDIATELY TO THE ARCHITECT'S ATTENTION. THE ARCHITECT HAS NOT CONDUCTED WORK OR PURCHASES ARE MADE. NOTE: TAKE PRECEDENCE OVER ANY PART OF THESE DRAWINGS. THESE DRAWINGS ARE TO BE USED IN ACCORDANCE WITH THE REGULATIONS AND BE ADHERED TO BEFORE ANY CONSTRUCTION. DO NOT SCALE THESE DRAWINGS.

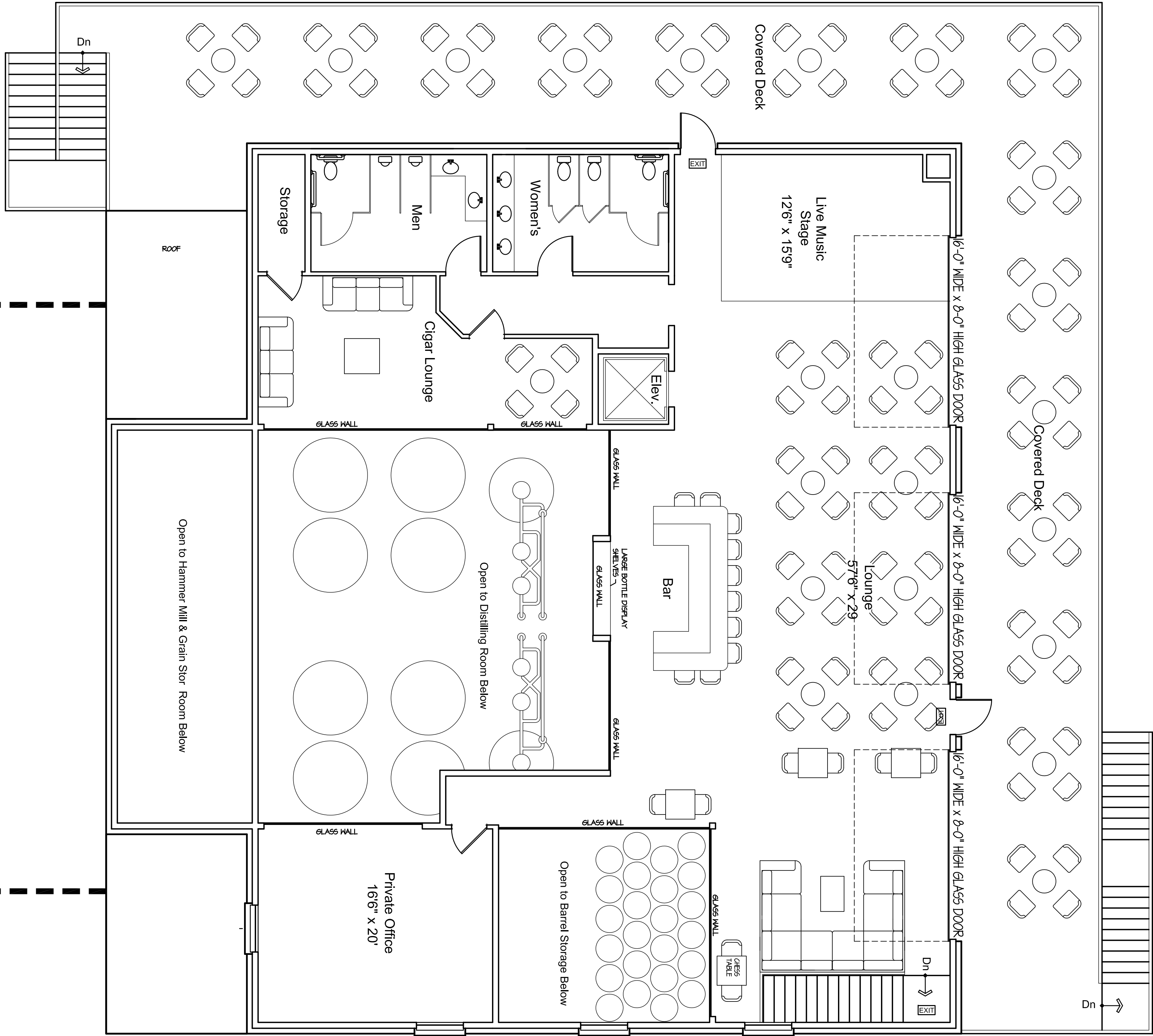


BELFOUR
Spirits
Little Elm Texas



16009

A2.00



SECOND FLOOR CONCEPT

SCALE: 3/16" = 1'-0"



239 WEST
PECAN STREET
SUITE 103
CELINA, TEXAS
75009

PHONE (972) 382-4994
EMAIL darron@rdgsdesigns.com

REVISED:

THESE PLANS ARE INTENDED TO PROVIDE THE BASIC CONSTRUCTION INFORMATION FOR THE PERSONS RESPONSIBLE FOR THE CONSTRUCTION OF THIS STRUCTURE. THIS MEANS THESE PLANS MUST BE VERIFIED AND CHECKED COMPLETELY BY THE PERSON IN AUTHORITY FOR THE JOB BEFORE ANY CONSTRUCTION OR PURCHASES ARE MADE. NOTE THAT THE ATTENTION OF THE BUILDER BEFORE ANY CONSTRUCTION, WORK, OR PURCHASES ARE MADE, ANY PRECEDENCE OVER ANY PART OF THESE DRAWINGS WHICH MAY CONFLICT WITH THESE AGENCIES RULES AND/OR REGULATIONS AND BE ADHERED TO BEFORE AND DURING CONSTRUCTION.

DO NOT SCALE THESE DRAWINGS



BELFOUR

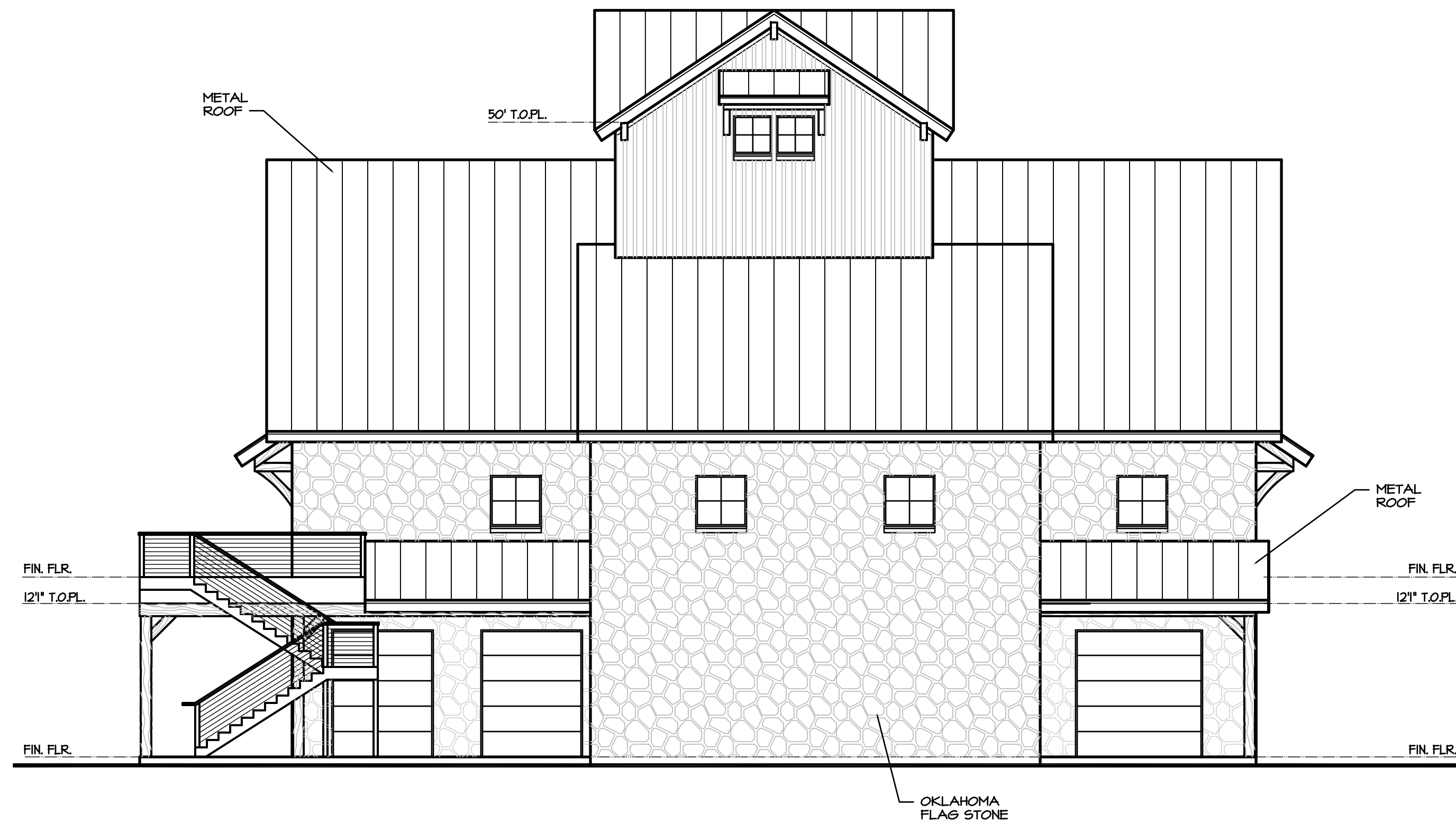
Spirits

Little Elm Texas

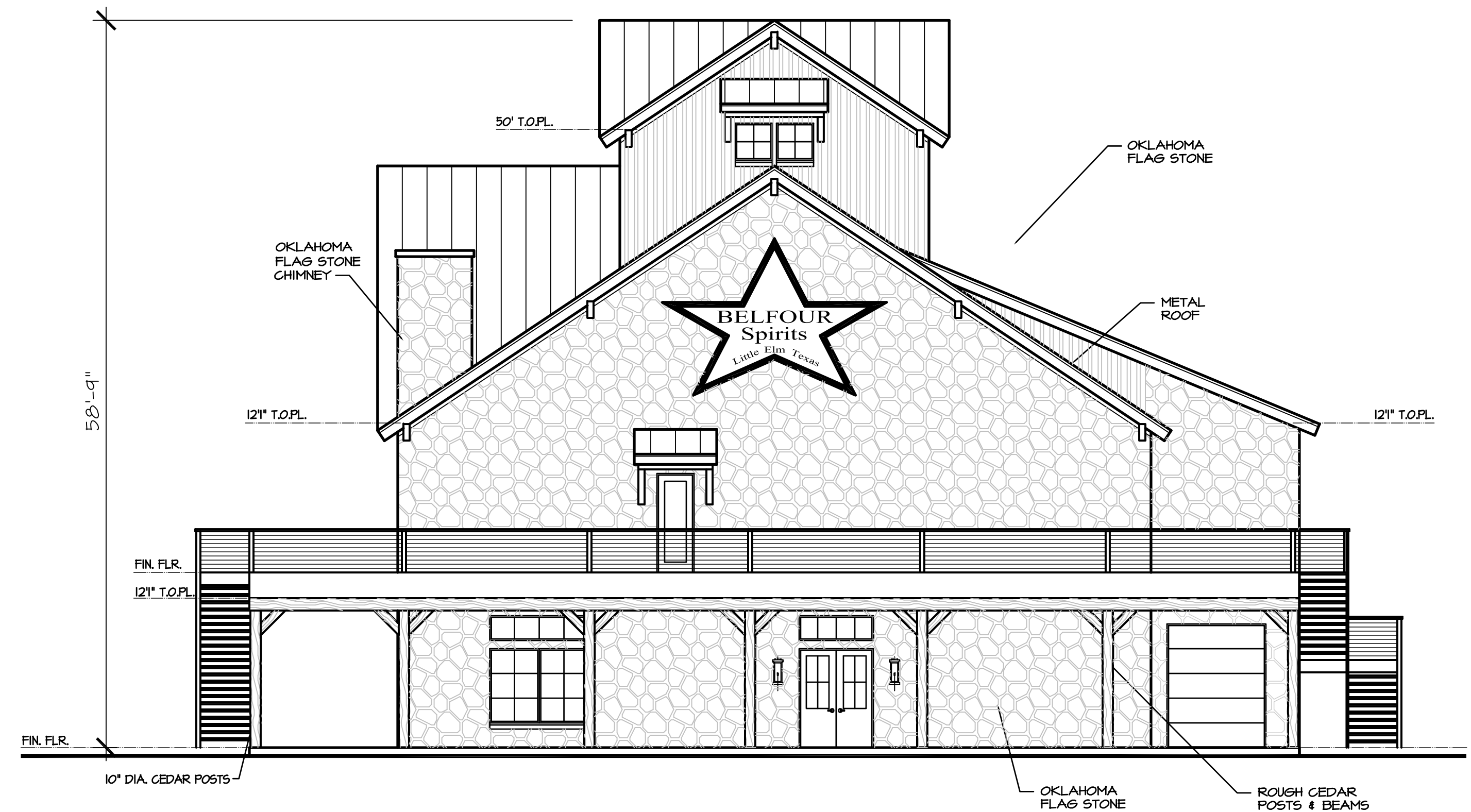


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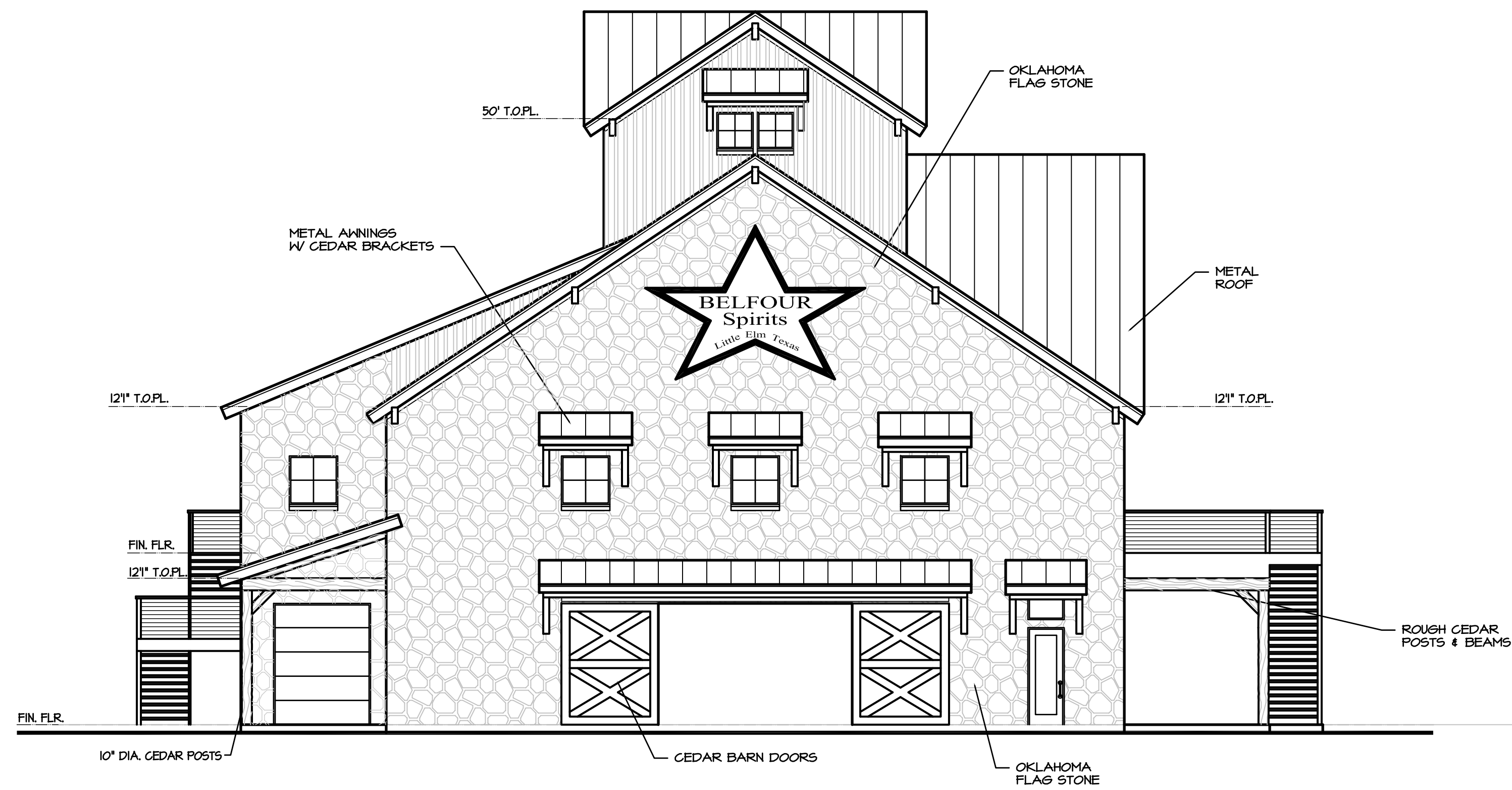
A3.00



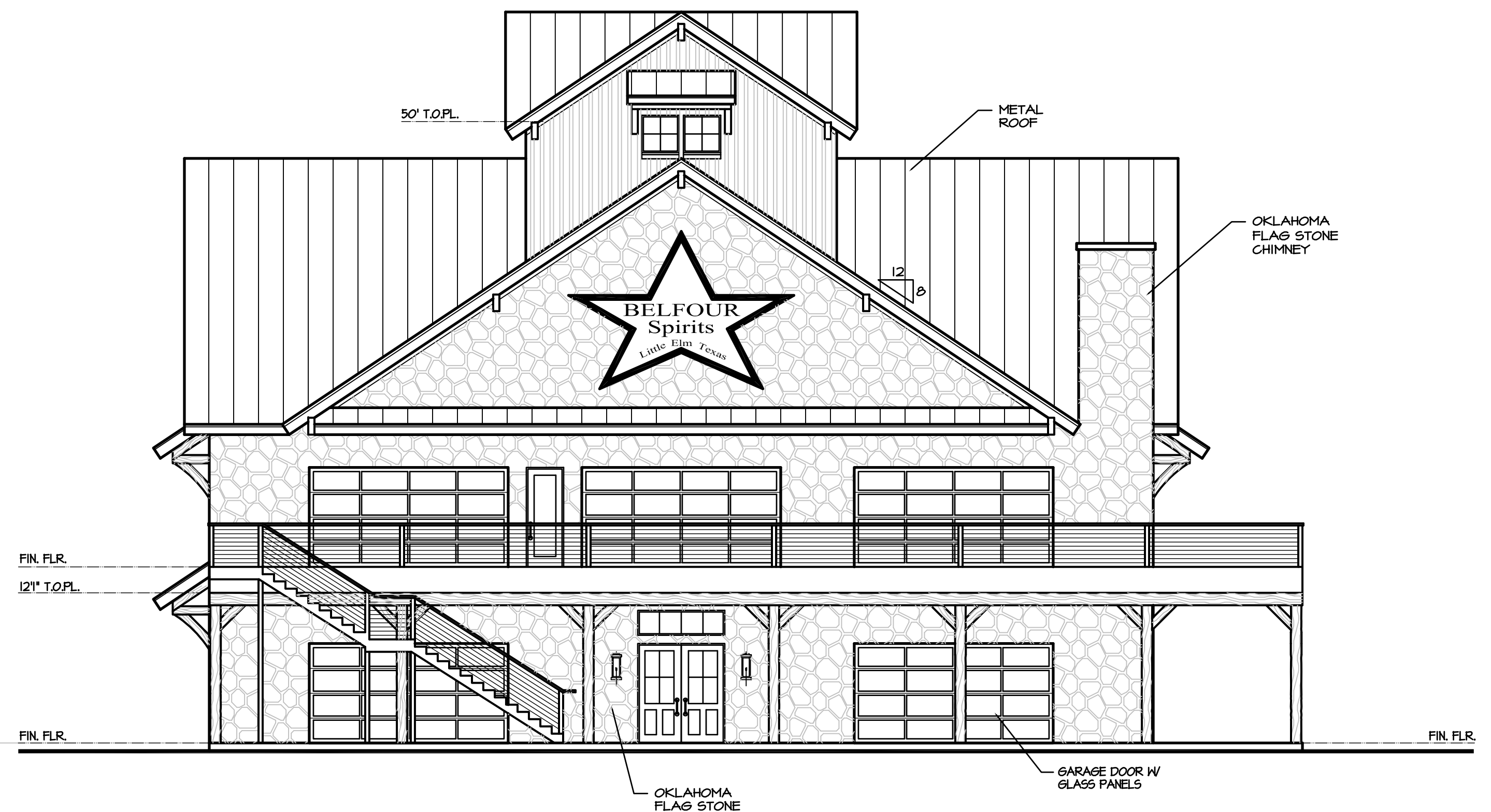
REAR (NORTH) ELEVATION CONCEPT



RIGHT SIDE (EAST) ELEVATION CONCEPT

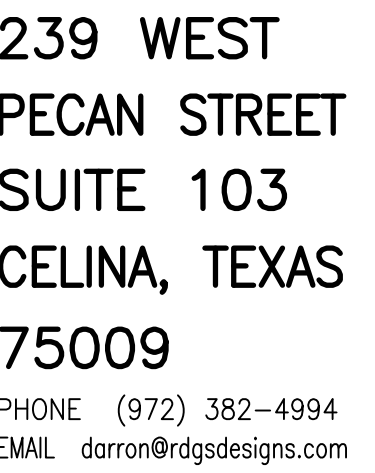


LEFT SIDE (WEST) ELEVATION CONCEPT

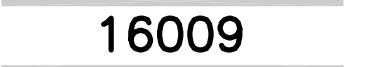


FRONT (SOUTH) ELEVATION CONCEPT

Distillery & Lounge Elevations



THESE PLANS ARE INTENDED TO PROVIDE THE BASIC CONSTRUCTION INFORMATION FOR THE PERSON IN AUTHORITY FOR THE CONSTRUCTION OF THIS STRUCTURE. THIS MEANS THOSE PLANS MUST BE VERIFIED AND CHECKED COMPLETELY FOR ANY DISCREPANCY ERROR AND/OR FOR THE JOB. THE PERSON IN AUTHORITY IS RESPONSIBLE AND ACCOUNTABLE TO THE ATTENTION OF THE BUILDER BEFORE ANY CONSTRUCTION, WORK, OR PURCHASES ARE MADE. NOTE THAT PRECEDENCE OVER ANY PART OF THESE DRAWINGS WHICH MAY CONFLICT WITH THESE AGENCIES RULES AND/OR REGULATIONS AND BE ADHERED TO BEFORE AND DURING CONSTRUCTION. DO NOT SCALE THESE DRAWINGS.



AGENDA INFORMATION SHEET:

COUNCIL

MEETING DATE: May 17, 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:	<p>Jason W. Laumer, P.E. Director of Development Services JLaumer@littleelm.org (214) 975-0473</p> <p>Jennette Killingsworth Executive Director Little Elm EDC JKillingsworth@littleelm.org (214) 975-0455</p>
ATTACHMENTS:	1. 380 Agreement and Exhibits with HEB

**TOWN OF LITTLE ELM, TEXAS,
AND
HEB GROCERY COMPANY, LP**

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND DEVELOPMENT AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND DEVELOPMENT AGREEMENT** (“**Agreement**”) is made and entered into by and between the **TOWN OF LITTLE ELM, TEXAS**, a Texas home-rule municipality (“**Town**” or “**Little Elm**”), and **HEB GROCERY COMPANY, LP**, a Texas Limited Partnership (“**HEB**”).

WHEREAS, HEB is contemplating the purchase of approximately 36.083 acres (“**Property**”) located at the southeast corner of the intersection of FM 720 and U.S. Highway 380 within the Town of Little Elm (as depicted in ***Exhibit A*** attached hereto.); and

WHEREAS, HEB is contemplating building a grocery store of not less than 80,000 square feet on the Property; and

WHEREAS, the Town seeks to incentivize the Project (as defined below) and to address other development issues associated with the Property, including right-of-way needed for the improvement of US Highway 380 as shown on the conceptual design schematic plans of US 380 attached hereto as ***Exhibit B***; and

WHEREAS, the Town intends to acquire right-of-way (the “**New Road ROW**”) for a new four-lane, divided road that will run parallel to US 380, immediately south of the Property (the “**New Road**”), as depicted on ***Exhibit C***, hereto; and

WHEREAS, the Town possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to create programs to promote local economic development and to stimulate business and commercial activity within the Town; and

WHEREAS, the Town has determined that the Town’s Economic Development Program and project incentives set forth in this Agreement will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the state and Town, will eliminate unemployment and underemployment in the state and Town, and will enhance business and commercial activity within the Town; and

WHEREAS, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Little Elm, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the Town; and

WHEREAS, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Little Elm, Texas, and, as such, meets the requirements of

Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

WHEREAS, the Town desires to enter into this Agreement, under the authority granted by Chapter 380 of the Texas Local Government Code;

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and HEB 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.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, and shall continue until the earlier occurrence of (a) payment of all Program Grants due to HEB hereunder; or (b) earlier termination as provided hereunder.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Effective Date.** The words “Effective Date” mean the date this Agreement has been executed by both Town and HEB.
- (b) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in Section 6 of this Agreement.
- (c) **HEB.** The words “HEB” mean HEB Grocery Company, LP, a Texas limited partnership, and its successors and assigns. For the purposes of this Agreement, HEB’s mailing address is 646 South Flores, San Antonio, Texas 78204.
- (d) **Program Grant.** The words “Program Grant” mean the Waiver of Tree Mitigation Fees, Project Impact Fees, and Reimbursement Payments provided by the Town to HEB in accordance with this Agreement.
- (e) **Project.** The word “Project” means the design and construction of a retail grocery store of not less than eighty thousand (80,000) gross square feet on the Property. For purposes of this Agreement, the area of the Project shall be determined by measurement of the exterior walls.

- (f) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.
- (g) **Town.** The word “Town” means the Town of Little Elm, Denton County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, Town’s address is 100 W. Eldorado Parkway, Little Elm, Texas 75068.

SECTION 4.1 HEB PERFORMANCE CONDITIONS

Town acknowledges and agrees that HEB is not obligated to build the Project or any grocery store on the Property; provided, however, that HEB must satisfy the HEB Performance Conditions in order to qualify for the Program Grants under this Agreement.

- (a) **Project Development Condition.** HEB will satisfy the “Project Development Condition” if HEB (i) acquires the Property, (ii) obtains a final recorded plat of the Property if required by applicable law, and (iii) commences construction of the Project on or before June 1, 2022. Except as otherwise stated in this Agreement, the development of the Project shall be subject to all Little Elm ordinances, rules, regulations, policies, fees and charges. For purposes of this Agreement, “commence” or “commencement” mean the issuance of permits by Town for site earthwork or utility work.
- (b) **US 380 Condition.** HEB will satisfy the “US 380 Condition” if HEB designs the Project in a manner that does not include the construction of any buildings in the area of the anticipated right-of-way required for the improvement of US 380, as shown on **Exhibit “B”** (the “380 Expansion Area”). It is expressly understood, however, that the Town is not hereby requiring HEB to dedicate or otherwise convey at no cost or reduced cost the 380 Expansion Area to the Texas Department of Transportation (“TxDOT”) and that HEB may satisfy the US 380 Condition merely by refraining from the construction of any buildings within the 380 Expansion Area.
- (c) **New Road Construction Condition.** HEB will satisfy the “New Road Construction Condition” if (i) HEB designs and constructs the entire width of the New Road at the intersection of the New Road and FM 720 within New Road ROW which shall have been acquired by the Town, and also a portion of the northern one-half of the New Road as depicted in **Exhibit “D”** (together, the “Northern Half”); (ii) upon completion of the Northern Half, HEB dedicates the Northern Half to the Town; and (iii) upon completion of the Northern Half, HEB assigns to the Town any contractor warranties related to the construction of the Northern Half that are assignable. Notwithstanding any other provision contained herein, it is expressly understood that HEB shall be relieved of all requirements or conditions hereunder to satisfy the New Road Construction Condition and the New Road Construction Condition shall be deemed satisfied for all purposes hereunder if the entire New Road ROW has not been acquired by Town prior to the two year anniversary of the Effective Date hereof. Notwithstanding the foregoing, if HEB elects, in its sole discretion, to design and construct portions of the New Road in addition to the Northern Half, then

such improvements constructed by HEB shall also be deemed part of the Northern Half for purposes of this Agreement.

For purposes hereof, the “**HEB Performance Conditions**” shall mean the Project Development Condition, the US 380 Condition and the New Road Construction Condition, collectively.

SECTION 4.2 FUNDING OF NEW ROAD ROW.

- (a) **Town Acquisition of New Road ROW.** This Agreement and HEB’s obligation hereunder rely on the Town’s acquisition of the New Road ROW; provided, however, that the prices offered and the methods employed by the Town towards acquiring such New Road ROW shall be determined by the Town in its sole discretion.
- (b) **Funding of New Road ROW.** If Town acquires the New Road ROW prior to the two year anniversary of the Effective Date, then HEB shall reimburse Town for the reasonable, out-of-pocket costs actually incurred by the Town to acquire the New Road ROW, including costs for appraisals, surveys and reasonable legal expenses (collectively, the “**ROW Acquisition Costs**”). HEB agrees, in such circumstance, to reimburse Town for its ROW Acquisition Costs within thirty (30) calendar days following on the Town’s acquisition of the New Road ROW, subject to reimbursement under Section 5(c).

SECTION 5. OBLIGATIONS OF THE TOWN.

The Town covenants and agrees while this Agreement is in effect, the Town shall comply with the following terms and conditions:

- (a) **Waiver of Tree Mitigation Fees.**

As an economic development grant and in connection with HEB’s development of the Project, the Town will waive any fees otherwise due from HEB or its contractor pursuant to Section 106-110 of the Town’s Code of Ordinance, as amended, or any other tree mitigation fees charged by the Town in connection with the Project (collectively, the “**Waiver of Tree Mitigation Fee**”).

- (b) **Credits Toward Roadway Impact Fees.**

The Town deems certain dedications of right-of-way for road facilities as eligible for an “offset” or “credit,” as those terms are used in Section 22-122 of the Town’s Code of Ordinances, against roadway impact fees. So long as HEB does not construct any buildings in the 380 Expansion Area pursuant to this Agreement in accordance with the US 380 Condition, the Town shall recognize an offset of sixty percent (60%) of the roadway impact fees that would otherwise be assessed and payable to the Town by virtue of the development of the Project (such impact fees assessed against the Project, the “**Project Impact Fees**”). HEB shall remit the remaining balance of Project Impact Fees to Town in accordance with its adopted ordinances.

- (c) **Reimbursement for New Road.** If HEB satisfies the New Road Construction Condition, the Town shall reimburse HEB in an amount equal to the actual costs incurred by HEB for the New Road ROW, as well as to design and construct the Northern Half of the New Road, including: costs to install any drainage systems and water quality ponds, curbs, gutters, road marking, traffic control devices and signal systems, landscaping, lighting, and irrigation systems, as such may be required by the Town or other government authority (such costs collectively referred to herein as the “**Reimbursable Costs**”). Reimbursement of such costs shall be through annual payments to HEB (each a “**Reimbursement Payment**”) in an amount equal to or greater than the actual amount of the 1% sales and use taxes authorized by Section 321.101(a) of the Texas Tax Code and received by the Town for sales at the Project (including sales occurring on those portions of the Property owned by HEB) during each calendar year during the Term of this Agreement, including those monies received after the collection period because of delinquency or protest. The Parties agree that each Reimbursement Payment may be made using any legal funding source available to the Town including, but not limited to, road impact fees and sales taxes collected by the Town. On or before March 31st of each year during the Term of this Agreement following the issuance of a certificate of occupancy for the Project, the Town shall pay to the HEB the Reimbursement Payment.
- (d) The Town designates this Agreement as a revenue-sharing agreement pursuant to section 321.3022 of the Texas Tax Code. The Town shall request from the Texas Comptroller of Public Accounts under Sections 321.3022(a-1) or 321.3022(b) of the Texas Tax Code the information necessary to determine the annual sales taxes collected at the Project (“**Comptroller Reports**”). HEB shall provide to the Town any release necessary to obtain Comptroller Reports. The Reimbursement Payments shall be computed based on annual sales taxes collected at the Project as determined by Comptroller Reports. If, as a result of change or law or otherwise during the Term of this Agreement, Comptroller Reports or similar reports are not unilaterally available to the Town to establish annual sales taxes collected at the Project, HEB shall provide to the Town other evidence reasonably establishing the amount of the Reimbursement Payments.
- (e) **FM720 Intersection Improvements.** Provided that HEB develops the Project, the Town hereby agree to support HEB’s request to install the installation of a traffic signal at the intersection of the New Road and FM 720 (the “**Traffic Signal**”) and to support HEB’s request to install a median opening on FM 720 at the location of the New Road intersection (the “**Median Opening**”). HEB expressly acknowledges, however, that the Town does not have full jurisdiction over FM 720, and cannot control the placement of the Traffic Signal and the Median Opening as the determination of such matters is exclusively reserved to, and are within the exclusively regulatory jurisdiction of TxDOT. While the Town agrees that it will utilize its best efforts to persuade TxDOT to allow the installation of the Traffic signal and construction of Median Opening requested by HEB, HEB understands and acknowledges that such efforts may be unsuccessful and that the requested Traffic Signal and/or Median Opening may not be allowed by TxDOT. Any Median Opening or Traffic Signal shall be designed and constructed at the sole cost of HEB in accordance with

applicable regulations or conditions imposed by TxDOT. Notwithstanding the foregoing, however, the Parties agree that any and all costs incurred by HEB with respect to the Median Opening and Traffic Signal shall be added to and included as part of the Reimbursable Costs.

SECTION 6. EVENTS OF DEFAULT.

- (a) **General Event of Default.** Failure of HEB or the Town to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the Town by or on behalf of HEB under this Agreement that is false or misleading in any material respect shall be considered an Event of Default.
- (c) **Insolvency.** HEB's insolvency, appointment of receiver for any part of HEB's property covered by this Agreement, any assignment for the benefit of creditors of HEB, any type of creditor workout for HEB, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against HEB, shall be considered an Event of Default.
- (d) **Ad Valorem Taxes.** During the Term of this Agreement, if HEB allows its ad valorem taxes owed to the Town to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from the Town and/or the Denton County Central Appraisal District, such an event will be considered an Event of Default.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

In the Event of Default, the non-defaulting party shall give written notice to the defaulting party of the specified default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party or parties shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. Notwithstanding the foregoing, in the event that HEB defaults and fails to cure said default within the prescribed time period, the sole and exclusive remedy of the Town shall be to terminate this Agreement and withhold or, if applicable, recover the payment of Program Grants otherwise provided to HEB under this Agreement.

SECTION 8. SEWER EASEMENT AND COST SHARE.

- (a) **Sewer Easement.** The Parties acknowledge that development of the land located immediately to the east of the Property (the "***Adjacent Land***") may require installation of a sanitary sewer line. To facilitate development of the Adjacent Land, HEB agrees to provide an easement for sanitary

sewer purposes (the “*Sewer Easement*”) in accordance with applicable utility regulations, as follows:

(1.) Prior to New Road ROW Acquisition. If a third-party submits a development permit application to the Town to develop the Adjacent Land at any time following the Effective Date of this Agreement but prior to the acquisition of the New Road ROW by Town, HEB shall, within 30 days following receipt of Notice by Town of such application, provide a Sewer Easement to the applicable party or public sanitary sewer utility company. The Town acknowledges that the Sewer Easement shall be established by HEB pursuant to separate legal instrument that shall specify the easement location within the Property, such location to be determined at the sole discretion of HEB.

(2.) After Acquisition of New Road ROW. Following acquisition of the New Road ROW by Town, HEB shall have no obligation to provide a Sewer Easement and any third-party developer of the Adjacent Land shall be permitted to construct a sanitary sewer line in an easement situated south of the planned alignment of the New Road, within the New Road ROW.

- (b) **Cost Share of Sewer Line Construction.** If HEB, or a third-party developer of the Adjacent Land, constructs a sanitary sewer line in the Sewer Easement that is subsequently utilized by the other party to provide utility service to their respective developments, the Parties hereto agree that any cost sharing for said construction shall be made in conformance with policies of the applicable entity providing sanitary sewer utility services to the Project.

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other parties, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, HEB may assign this Agreement to an affiliate of HEB without prior written notice of Town.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute

this Agreement and bind the Town to the same. HEB warrants and represents that the individual executing this Agreement on the HEB's behalf has full authority to execute this Agreement and bind the HEB to the same.

- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, court injunction or other cause outside the control of the party who is to perform, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (i) **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses provided herein. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

Notices to HEB shall also provide for a copy to:

Golden, Steves, Cohen & Gordon, LLP
Attn: Stephen L. Golden
300 Convent Street, Suite 2600
San Antonio, TX 78205
(210) 745-3700

- (j) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

TOWN:
TOWN OF LITTLE ELM, TEXAS,
A Texas Home-Rule Municipality

By: _____

David Hillock

Mayor

Date: _____

ATTEST:

Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

HEB GROCERY COMPANY, LP,
a Texas limited partnership

By: _____

Name: Todd E. Piland

Title: Executive Vice President

Date: _____

Exhibit A

Property

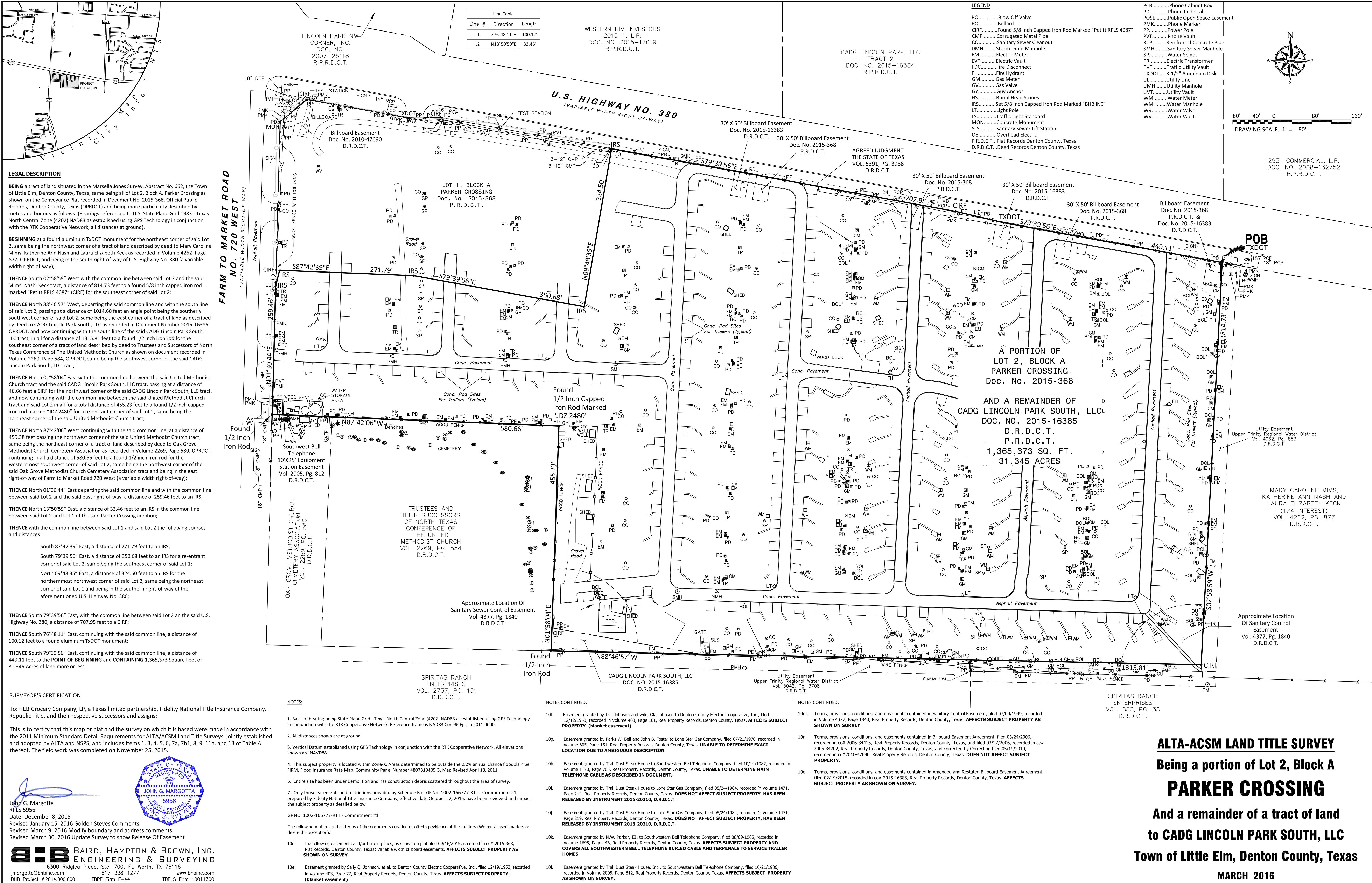
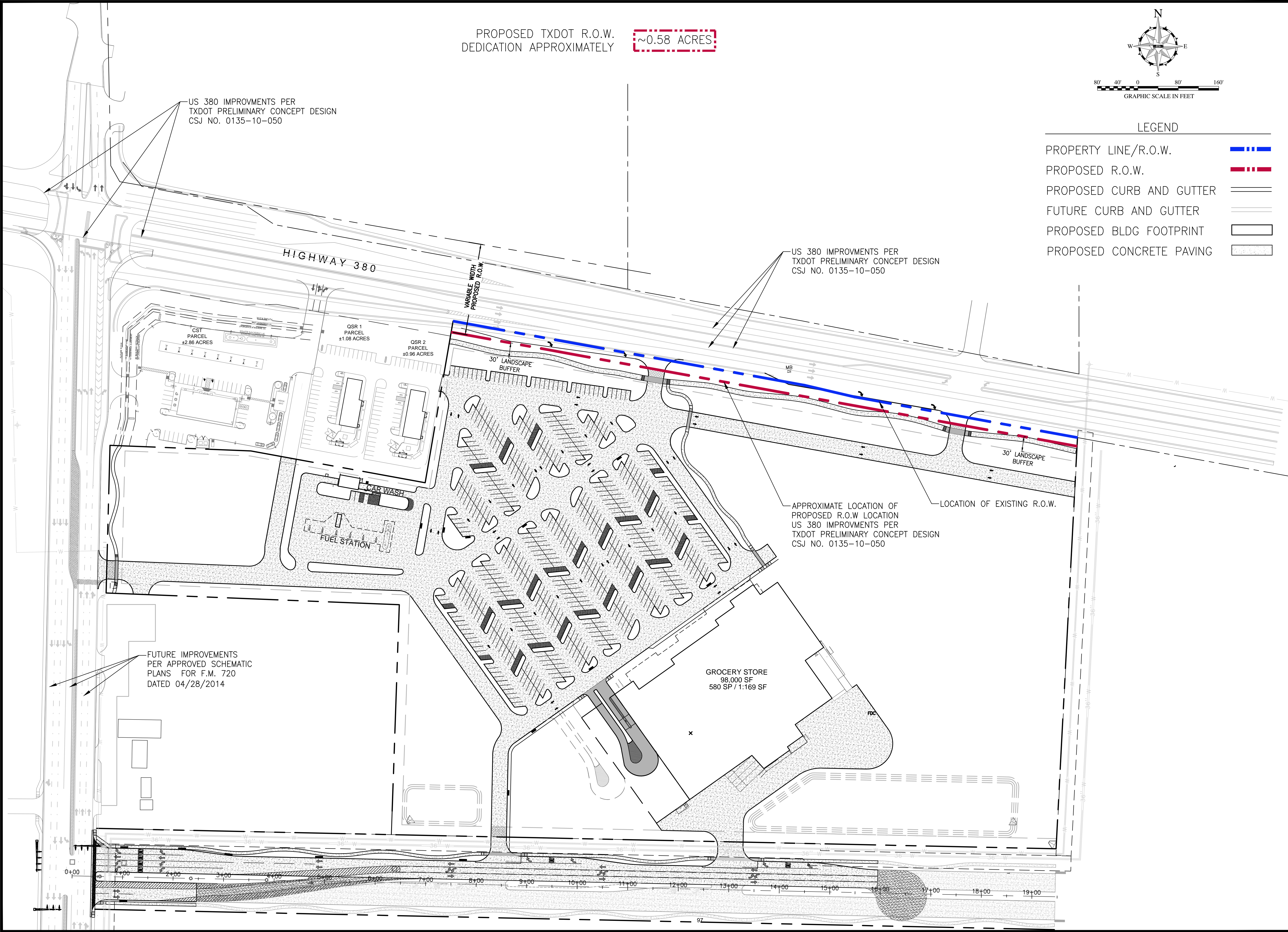
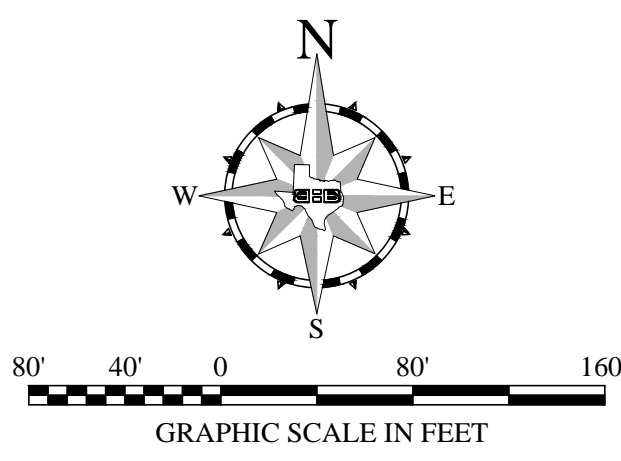


Exhibit B

US 380 Plans



PROPOSED TXDOT R.O.W.
DEDICATION APPROXIMATELY ~0.58 ACRES



- LEGEND
- PROPERTY LINE/R.O.W. ---
 - PROPOSED R.O.W. ---
 - PROPOSED CURB AND GUTTER
 - FUTURE CURB AND GUTTER
 - PROPOSED BLDG FOOTPRINT
 - PROPOSED CONCRETE PAVING

B=B

BAIRD, HAMPTON & BROWN, INC.
ENGINEERING & SURVEYING

6300 Ridgela Place, Ste 700
Fort Worth, TX 76116
Tel: 817-338-1277 Fax: 817-338-0945
E-Mail: info@bhb.com Web: www.bhb.com
TBPUS FIRM 000044 TBPUS FIRM 1001300

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
TRACY E. STREVEY III
P.E. Tx No. 89487
IT IS NOT INTENDED
FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES.

4/28/2016

THE SHOPS AT LITTLE ELM
 LITTLE ELM, TEXAS
 Lot 2, Block A, PARKER CROSSING, an addition to the Town of Little Elm, Denton County, Texas

TXDOT R.O.W. EXHIBIT		
NO.	DESCRIPTION	DATE
DATE: 4/28/2016		
STATUS:		
PROJECT NUMBER: 2015.174.000		
SCALE: PER PLAN	SHEET	
DESIGN BY: JL	EXHIBIT B	
DRAWN BY: JL		
CHECKED BY: TS		

Exhibit C

Depiction of New Road



THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
TRACY E. STREVEY III
P.E. Tx No. 89487
IT IS NOT INTENDED
FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES.

4/28/2016

THE SHOPS AT LITTLE ELM
LITTLE ELM, TEXAS

Lot 2, Block A, PARKER CROSSING, an addition to the Town of Little Elm, Denton County, Texas

R.O.W. & ESMT
ACQUISITION
EXHIBIT

NO.	DESCRIPTION	DATE

DATE:	4/28/2016
STATUS:	
PROJECT NUMBER:	2015.174.000

SCALE: PER PLAN	SHEET EXHIBIT C
DESIGN BY: JL	
DRAWN BY: JL	
CHECKED BY: TS	

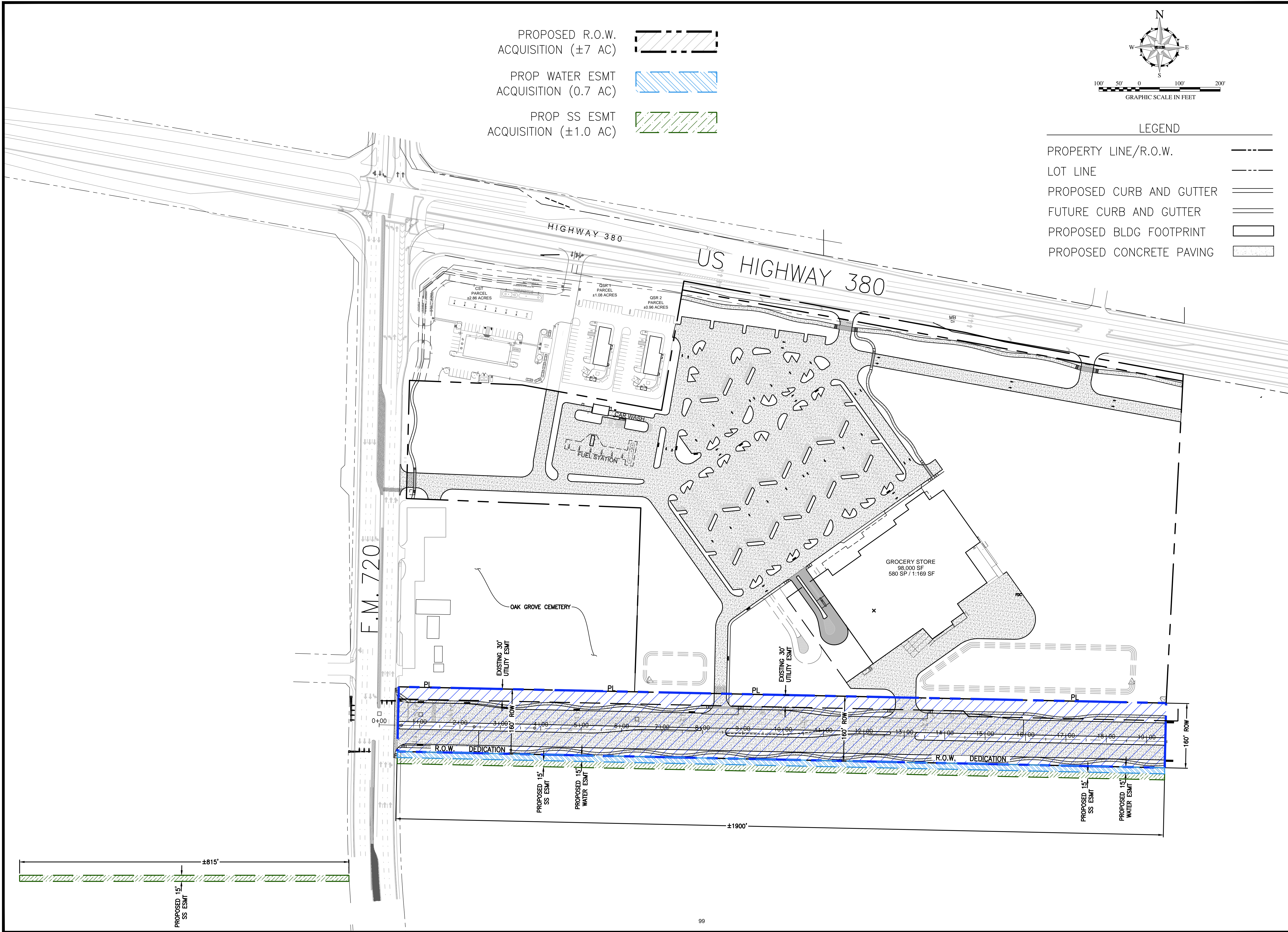


Exhibit D

Depiction of Northern Half of New Road



B=B

BAIRD, HAMPTON & BROWN, INC.
ENGINEERING & SURVEYING

6300 Fiddlers Place, Ste 700
Fort Worth, TX 76116

Tel: 817/338-1277
Fax: 817/338-9245

E-Mail: mail@hbbrinc.com Web Site: www.hbbrinc.com

BPPE Firm 000044 TBPLS Firm 10011300

THE SHOPS AT LITTLE ELM
LITTLE ELM, TEXAS

Lot 2, Block A, PARKER CROSSING, an addition to the Town of Little Elm, Denton County, Texas

PUBLIC ROADWAY IMPROVEMENTS		
NO.	DESCRIPTION	DATE

DATE: 4/28/2016
STATUS:
PROJECT NUMBER: 2015.174.000

SCALE: PER PLAN DESIGN BY: JL DRAWN BY: JL CHECKED BY: TS	SHEET EXHIBIT D
--	------------------------



**Finance Department**

Karla Stovall, Chief Financial Officer

Phone: 214-975-0415

kstovall@littleelm.org

TOWN COUNCIL REGULAR AGENDA

Date May 17, 2016

PROJECT

Discussion and action to approve Ordinance 1331 of the Town of Little Elm, Texas, providing for Residential, Irrigation, Wholesale, Well and Reuse, Commercial, and Hydrant meter water and wastewater fees and rates; providing for a repealing clause; providing for a severability clause; and providing an effective date.

BACKGROUND

The Town adopted its last rate plan in 2013 with recommended updates in December 2013, October 2014 and October 2015.

Dan Jackson with Wildan Financial Services recently conducted a rate analysis to determine the proposed water/ wastewater rates for years 2016-2019. A presentation and discussion was held at the council workshop on April 5, 2016. Rates were recommended to be updated in October 2016, October 2017, October 2018 and October 2019. The proposed rate plan will be sufficient to fund operating, debt, and capital expenditures to be incurred by the Town over the forecasted time frame and maintain healthy fund balances.

RECOMMENDED ACTION

To approve Ordinance 1331 of the Town of Little Elm, Texas, providing for Residential, Irrigation, Wholesale, Well and Reuse, Commercial, and Hydrant meter water and wastewater fees and rates.

ATTACHMENTS

Ordinance 1331

ORDINANCE NO. 1331

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, PROVIDING FOR RESIDENTIAL, IRRIGATION, WHOLESALE, WELL AND REUSE, COMMERCIAL AND HYDRANT METER WATER AND WASTEWATER FEES AND RATES; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT OBTAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS THAT:

SECTION 1. Residential Water Rates:

- (A) From and after the effective date hereof, the monthly minimum base charges for water up to 2,000 gallons for water utility services for all residential customers of the Town of Little Elm, Texas shall be as set forth below until amended by ordinance of Town Council:

Water Base Rate in Gallons by Meter Size	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
Up to 2,000 Gallons (5/8" Meter)		21.83	22.70	23.61	24.08
Up to 2,000 Gallons (1" Meter)		35.67	37.09	38.58	39.35
Up to 2,000 Gallons (1.5" Meter)		65.34	67.95	70.67	72.08
Up to 2,000 Gallons (2" Meter)		109.12	113.49	118.02	120.39
Up to 2,000 Gallons (3" Meter)		218.30	227.03	236.11	240.83
Up to 2,000 Gallons (4" Meter)		713.69	742.24	771.93	787.37
Up to 2,000 Gallons (6" Meter)		1,429.27	1,486.44	1,545.90	1,576.82

- (B) All residential customers will pay monthly volumetric usage charges with respect to each 1,000 gallons of metered water after the first 2,000 gallons as follows:

Volumetric Rate per each 1,000 Gallons Usage above Base Rate (all meter sizes)	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
2,000 – 10,000 (gals.)		5.79	6.02	6.27	6.39
10,001 – 20,000 (gals.)		6.09	6.32	6.57	6.69
20,001 & Above (gals.)		6.39	6.62	6.87	6.99

SECTION 2. Residential Wastewater Rates and Winter-Average:

- (A) From and after the effective date hereof, the following wastewater base and volumetric charges shall apply to all metered water service accounts where wastewater collection and treatment services are provided to customers:

Wastewater Rates	\$	Rate (Effective 10-01-16) (per 1,000 gallons)	Rate (Effective 10-01-17) (per 1,000 gallons)	Rate (Effective 10-01-18) (per 1,000 gallons)	Rate (Effective 10-01-19) (per 1,000 gallons)
Residential Base Rate – 1 st 2,000 Gallons		27.86	28.97	30.13	30.73
2,001 & Above (winter average vol. rate)		4.27	4.44	4.62	4.71

- (B) From and after the effective date hereof, the monthly charges for wastewater service shall be based on a winter averaging of water usage during the three-month period of December, January and February. The winter average method will only apply to residential accounts that are separately metered. For the purpose of sewer average, a volume of 6,000 gallons of water will be used as the basis for establishing a new customer's monthly wastewater charge until a new average is established.

SECTION 3. Commercial Water Rates: Businesses, Schools, Apartments, Manufactured Home Parks, and other multi-family units:

- (A) From and after the effective date hereof, the monthly minimum base charges for water up to 2,000 gallons for water utility services for all businesses and schools shall be as set forth below:

Water Base Rate in Gallons by Meter Size	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
Up to 2,000 Gallons (5/8" Meter)		21.83	22.70	23.61	24.08
Up to 2,000 Gallons (1" Meter)		35.67	37.09	38.58	39.35
Up to 2,000 Gallons (1.5" Meter)		65.34	67.95	70.67	72.08
Up to 2,000 Gallons (2" Meter)		109.12	113.49	118.02	120.39
Up to 2,000 Gallons (3" Meter)		218.30	227.03	236.11	240.83
Up to 2,000 Gallons (4" Meter)		713.69	742.24	771.93	787.37
Up to 2,000 Gallons (6" Meter)		1,429.27	1,486.44	1,545.90	1,576.82
Up to 2,000 Gallons (8" Meter)		1,746.31	1,798.69	1,870.63	1,908.04

- (B) All businesses and school customers will pay a monthly volumetric usage charge in addition to the base rate with respect to each 1,000 gallons of metered water after the first 2,000 gallons as follows:

Volumetric Rate per each 1,000 Gallons Usage above Base Rate (all meter sizes)	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
2,000 gallons and greater		6.41	6.66	6.93	7.07

- (C) All apartments and manufactured home park consumers shall be assessed a base minimum charge for each unit in each complex with a credit of 2,000 gallons for each unit (dwelling) as follows:

Water Base Rate by multi-family unit (dwelling)	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
Up to 2,000 Gallons (5/8" Meter)		21.83	22.70	23.61	24.08
Up to 2,000 Gallons (1" Meter)		35.67	37.09	38.58	39.35
Up to 2,000 Gallons (1.5" Meter)		65.34	67.95	70.67	72.08
Up to 2,000 Gallons (2" Meter)		109.12	113.49	118.02	120.39
Up to 2,000 Gallons (3" Meter)		218.30	227.03	236.11	240.83
Up to 2,000 Gallons (4" Meter)		713.69	742.24	771.93	787.37
Up to 2,000 Gallons (6" Meter)		1,429.27	1,486.44	1,545.90	1,576.82
Up to 2,000 Gallons (8" Meter)		1,746.31	1,798.69	1,870.63	1,908.04

- (D) All apartments and manufactured home park customers will pay a monthly volumetric usage charge in addition to the base rate with respect to each 1,000 gallons of metered water after the first 2,000 gallons as follows:

Volumetric Rate per each 1,000 Gallons Usage above Base Rate (all meter sizes)	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
2,000 gallons and greater		7.39	7.69	8.00	8.16

SECTION 4. Irrigation Water Rates:

- (A) From and after the effective date hereof, the monthly minimum base charges for irrigation water up to 2,000 gallons for irrigation water utility services shall be as set forth below:

Water Base Rate in Gallons by Meter Size	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
Up to 2,000 Gallons (5/8" Meter)		21.83	22.70	23.61	24.08
Up to 2,000 Gallons (1" Meter)		35.67	37.09	38.58	39.35
Up to 2,000 Gallons (1.5" Meter)		65.34	67.95	70.67	72.08
Up to 2,000 Gallons (2" Meter)		109.12	113.49	118.02	120.39
Up to 2,000 Gallons (3" Meter)		218.30	227.03	236.11	240.83
Up to 2,000 Gallons (4" Meter)		713.69	742.24	771.93	787.37
Up to 2,000 Gallons (6" Meter)		1,429.27	1,486.44	1,545.90	1,576.82

- (B) All irrigation water accounts will pay monthly volumetric usage charges with respect to each 1,000 gallons of metered water after the first 2,000 gallons as follows:

Volumetric Rate per each 1,000 Gallons Usage above Base Rate (all meter sizes)	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
2,000 – 10,000 gallons		5.79	6.02	6.27	6.39
10,001 – 20,000 gallons		6.09	6.32	6.57	6.69
20,001 & Above gallons		6.39	6.62	6.87	6.99

SECTION 5. Wholesale Water Rates:

- (A) From and after the effective date hereof, the monthly minimum base charges for wholesale water up to 2,000 gallons shall be as set forth below:

Water Base Rate in Gallons By	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
N/A		N/A	N/A	N/A	N/A

- (B) All wholesale water meter accounts will pay monthly volumetric usage charges with respect to each 1,000 gallons of metered water as follows:

Volumetric Rate per each 1,000 Gallons Usage above Base Rate (all meter sizes)	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
1,000 gallons and above		3.01	3.35	3.68	4.03

SECTION 6. Well and Reuse Rates:

(A) From and after the effective date hereof, the monthly minimum base charges for wholesale water up to 2,000 gallons shall be as set forth below:

Water Base Rate in Gallons By	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
N/A		N/A	N/A	N/A	N/A

(B) All well and reuse meter accounts will pay monthly volumetric usage charges with respect to each 1,000 gallons of metered water as follows:

Volumetric Rate per each 1,000 Gallons Usage above Base Rate (all meter sizes)	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
1,000 gallons and above		3.01	3.35	3.68	4.03

SECTION 7. Hydrant Meter Rates:

(A) From and after the effective date hereof, the monthly minimum base charges for hydrant meter water up to 2,000 gallons shall be as set forth below:

Water Base Rate in Gallons by Meter Size	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
Up to 2,000 Gallons (5/8" Meter)		21.83	22.70	23.61	24.08
Up to 2,000 Gallons (1" Meter)		35.67	37.09	38.58	39.35
Up to 2,000 Gallons (1.5" Meter)		65.34	67.95	70.67	72.08
Up to 2,000 Gallons (2" Meter)		109.12	113.49	118.02	120.39
Up to 2,000 Gallons (3" Meter)		218.30	227.03	236.11	240.83
Up to 2,000 Gallons (4" Meter)		713.69	742.24	771.93	787.37
Up to 2,000 Gallons (6" Meter)		1,429.27	1,486.44	1,545.90	1,576.82

(B) All hydrant meter accounts will pay monthly volumetric usage charges with respect to each 1,000 gallons of metered water after the first 2,000 gallons as follows:

Volumetric Rate per each 1,000 Gallons Usage above Base Rate (all meter sizes)	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
2,000 – 10,000 gallons		7.54	7.84	8.16	8.32
10,001 – 20,000 gallons		7.54	7.84	8.16	8.32
20,001 & Above gallons		7.54	7.84	8.16	8.32

SECTION 8. Commercial Wastewater Rates: Business, Schools, Apartments Manufactured Home Parks and other multi-family units:

(A) From and after the effective date hereof, the following wastewater base and volumetric charges shall apply to all metered commercial water service accounts where wastewater collections and treatment services are provided to customers:

Wastewater Rates (per 1,000 gallons)	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
Commercial Base Rate – 1 st 2,000 gallons		27.86	28.97	30.13	30.73
2,001 & greater		4.27	4.44	4.62	4.71

(B) All apartment and other multi-family customers shall be assessing a base minimum charge for sewer for each unit in each complex or building with a credit of 2,000 gallons for each unit (dwelling) as follows:

Wastewater Base Rate by Multi-family unit (dwelling)	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
Up to 2,000 gallons		27.86	28.97	30.13	30.73

(C) All apartment and other multi-family customers will pay a monthly volumetric usage charge for sewer in addition to the base rate with respect to each 1,000 gallons of metered water after the first 2,000 gallons as follows:

Volumetric Sewer Rate per each 1,000 Gallons Usage above Base Sewer Rate	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
2,001 gallons and greater		4.27	4.44	4.62	4.71

SECTION 9. Wholesale Wastewater Rates:

(A) From and after the effective date hereof, the monthly minimum base charges for wholesale water up to 2,000 gallons shall be as set forth below:

Wastewater Base Rate in Gallons by Meter Size	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
N/A		N/A	N/A	N/A	N/A

(B) All wholesale wastewater metered accounts will pay monthly volumetric usage charges with respect to each 1,000 gallons of metered water as follows:

Volumetric Rate per each 1,000 Gallons Treated above base Rate (all meter sizes)	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
1,000 gallons and greater		4.27	4.44	4.62	4.71

SECTION 10. Connect Fees: From and after the effective date hereof the charges to be collected for Meter Sets and Taps are as follows:

Fees by Meter Size	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
Meter Set Fees					
5/8" Meter		350.00	375.00	400.00	425.00
1" Meter		415.00	440.00	465.00	490.00
1.5" Meter		670.00	695.00	720.00	745.00
2" Meter		1,695.00	1,720.00	1,745.00	1,770.00

Water Tap Fees					
3/4" Meter		1,675.00	1,725.00	1,775.00	1,825.00
1" Meter		1,825.00	1,875.00	1,925.00	1,975.00
1.5" Meter		2,175.00	2,225.00	2,275.00	2,325.00
2" Meter		2,375.00	2,425.00	2,475.00	2,525.00
Sewer Tap Fees					
4" Meter		1,300.00	1,325.00	1,350.00	1,375.00
Meter Penalty		30.00	35.00	40.00	45.00

SECTION 11. Service Fees: From and after the effective date hereof the charges to be collected for services associated with providing utility services as follows:

Service Fees	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
Termination Fee (Failure to pay)		50.00	50.00	50.00	50.00
Penalty Assessment on past-due accounts		10%	10%	10%	10%
Return Check Fee		30.00	30.00	30.00	30.00
Application/Processing Fee (residential & commercial)		15.00	15.00	15.00	15.00
Meter Flow Testing Fee (assessed if passing)		50.00	50.00	50.00	50.00
Meter Consumption Diagnostic Report (upon the 3 rd request annually)		25.00	25.00	25.00	25.00
Telephone Credit Card Processing Fee		3.00	3.00	3.00	3.00
Missed Appointment Fee (upon the 3 rd trip)		25.00	25.00	25.00	25.00

SECTION 12. Deposit: From and after the effective date hereof a refundable deposit for utility services shall be made with the customer service department of the town at the time of making application for utility services as follows:

Deposits	\$	Rate (Effective 10-01-16)	Rate (Effective 10-01-17)	Rate (Effective 10-01-18)	Rate (Effective 10-01-19)
Residential Single Family (Applicants 62 years of age and older are exempt with ID)		100.00	100.00	100.00	100.00
Residential Irrigation Service		100.00	100.00	100.00	100.00
Commercial Irrigation including HOA's		150.00	150.00	150.00	150.00
Commercial Service – 1" meter or less		150.00	150.00	150.00	150.00
Commercial Service – greater than 1"		250.00	250.00	250.00	250.00
Apartments, per unit		100.00	100.00	100.00	100.00
Fire Hydrant or Portable Meter		1,000.00	1,000.00	1,000.00	1,000.00

SECTION 13. Deposit Refunds: Upon termination of services, refunds will be forwarded to customer's forwarding address or last known address. Deposits are held until an account is closed and is applied or refunded.

SECTION 14. Repeal of Conflicting Ordinances: All ordinances or parts of ordinances in force when the provisions of this ordinance become effective, which are inconsistent or in conflict with the terms or provisions contained in this ordinance, are hereby repealed to the extent of any such conflict. This Ordinance amends those utility rates for residential and commercial water and wastewater previously established by Ordinance No. 1171. This Ordinance does not, however, amend or in any way alter the refuse rates established by Ordinance No. 1307 and such refuse rates

will remain as established until and unless they are specifically amended by Town Council action and the passage of an amending ordinance regarding same.

SECTION 15. Severability Clause: If any clause, phrase, sentence, paragraph or section of this ordinance shall be void or unconstitutional for any reason, such invalidity shall not affect any other provisions of the ordinance and such clause, phrase, sentence, paragraph or section is hereby declared severable.

SECTION 16. Saving Clause: 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. This Ordinance amends those utility rates for residential and commercial water and wastewater previously established by Ordinance No. 1171, and does not, however, amend or in any way alter the refuse rates established by Ordinance No. 1307, and such refuse rates will remain as established until and unless they are specifically amended by Town Council action and the passage of an amending ordinance regarding same.

SECTION 17. Providing for Publication: Providing for the publication of this caption of this ordinance and effective date hereof. The newspaper having general circulation in the Town shall be effective immediately upon its passage and publication.

SECTION 18. Effective date: This Ordinance shall take effect immediately following its adoption and publication in accordance with and provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 17th day of May, 2016.

TOWN OF LITTLE ELM, TEXAS

David Hillock, Mayor

Attest

Kathy Phillips, Town Secretary

**Finance Department**

Karla Stovall, Chief Financial Officer

Phone: 214-975-0415

kstoval@littleelm.org

TOWN COUNCIL REGULAR AGENDA

Date May 17, 2016

DISCUSSION AND ACTION

TO APPROVE ORDINANCE #1332 OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, APPROVING A SETTLEMENT BETWEEN ATMOS ENERGY CORPORATION, MID-TEX DIVISION ("ATMOS" OR "COMPANY") THAT RESOLVED THE 2016 RRM PROCEEDING PENDING WITH CITIES FOR A RATE INCREASE.

ATTACHMENTS

- Ordinance #1332
- Attachments to the Ordinance, which include: the new tariffs (attachment A to the Ordinance), proof of a \$300,000 surcharge added to the customer charge to cover rate case expenses (attachment B to the Ordinance), and a spreadsheet establishing a baseline for pensions for the next RRM filing (attachment C to the Ordinance).
- Model staff report that supports the Ordinance (provided by Atmos Cities Steering Committee)

RECOMMENDED ACTION

Staff recommends that Town Council approve Ordinance #1332 as written.

Initial:

Town Manager ☐ Finance ☒ Library ☐ Public Works ☐ Parks ☐Town Secretary ☐ Police ☐ Fire ☐ HR ☐ Development Services ☐APPROVED ☐ DENIED ☐ TABLED ☐ WITHDRAWN ☐

ORDINANCE NO. 1332

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the Town of Little Elm, Texas (“Town”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the Town Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2016 RRM filing is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just

and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

Section 5. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

Section 6. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 7. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 9. That consistent with the Town Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

Section 10. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy

Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 17th day of May, 2016.

Mayor

ATTEST:

APPROVED AS TO FORM:

Town Secretary

Town Attorney

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

Attachment A
RRC Tariff No:

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 12

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.12 per month
Commodity Charge – All Ccf	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

Attachment A
RRC Tariff No:

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 13

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 41.77 per month
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

Attachment A
RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 14

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

Attachment A
RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 15

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

Attachment A
RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 16

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

Attachment A
RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 17

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 41

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 42

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Attachment B
Proof of Revenues

File Date: March 1, 2016

ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2016

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 29,803,205	Schedule A							
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 27,447,850	Ln 1 divided by factor on WP_F-5.1							
3											
4											
5											
6		Revenue Requirements	Allocations								
7	Residential	338,431,486	77.95%								
8	Commercial	84,223,622	19.40%								
9	Industrial and Transportation	11,490,316	2.65%								
10	Net Revenue Requirements GUD No. 10170	\$ 434,145,424									
11											
12											
13											
14											
15											

Per GUD 10170 Final Order
Per GUD 10170 Final Order
Per GUD 10170 Final Order

16 With Proportional Increase all classes but Residential and a 40% residential base charge increase:

	Current	Prospective	Revenues
18			
19			
20	Residential Base Charge	\$ 18.56	\$ 8,558,622
21	Residential Consumption Charge	\$ 0.09331	\$ 12,637,933
22	Commercial Base Charge	\$ 39.87	\$ 2,662,423
23	Commercial Consumption Charge	\$ 0.08020	\$ 2,862,423
24	I&T Base Charge	\$ 697.35	\$ 363,224
25	I&T Consumption Charge Tier 1 MMBTU	\$ 0.2937	\$ 172,167
26	I&T Consumption Charge Tier 2 MMBTU	\$ 0.2151	\$ 139,070
27	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0461	\$ 51,988
28			\$ 27,447,850
29			

With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:

	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
	\$ 0.52	\$ 9,335,278	\$ 19.08	\$ 339,813,673
Residential Base Charge	\$ 0.01447	\$ 12,061,297	\$ 0.11378	\$ 94,839,970
Residential Consumption Charge	\$ 1.83	\$ 2,697,162	\$ 41.70	\$ 61,390,268
Commercial Base Charge	\$ 0.00474	\$ 2,626,475	\$ 0.08494	\$ 47,065,984
Commercial Consumption Charge	\$ 39.65	\$ 378,728	\$ 737.00	\$ 7,039,815
I&T Base Charge	\$ 0.0159	\$ 165,150	\$ 0.3096	\$ 3,215,747
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0116	\$ 132,888	\$ 0.2267	\$ 2,597,042
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0025	\$ 49,955	\$ 0.0486	\$ 971,117
I&T Consumption Charge Tier 3 MMBTU		\$ 27,446,933		\$ 556,933,616

File Date: March 1, 2016

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT
TEST YEAR ENDING DECEMBER 31, 2015

Line No.	Description (a)	Shared Services (b)		Mid-Tex Direct (e)		Adjustment Total (g)	
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	Adjustment Total
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
6	Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,685,721	\$ 10,501,250
7	Test Year Adjustment (Line 5 minus Line 7)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)
8	Adjustment Summary:						
9	Account 922	\$ (836,844)	\$ (880,601)	\$ -	\$ -	\$ -	\$ (1,717,445)
10	Account 926	\$ -	\$ -	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (2,331,412)
11	Total (Ln 12 plus Ln 13)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2015

Line No.	Description (a)	Shared Services (b)		Mid-Tex Direct (c)		Pension Account Plan ("PAP") (d)		Supplemental Executive Benefit Plan ("SERP") (e)		Post-Retirement Medical Plan ("FAS 106") (f)		Adjustment Total (g)
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 4,466,430							
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	71.52%							
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 3,194,561							
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%							
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 3,194,561							
6												
7												
8	Summary of Costs to Approve:											
9												
10	Total Pension Account Plan ("PAP")	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 3,194,561							
11	Total Post-Retirement Medical Plan ("FAS 106")											
12	Total Supplemental Executive Retirement Plan ("SERP")											
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 3,194,561							
14												
15												
16	O&M Expense Factor	96.41%	96.41%	37.42%	37.42%							
17												
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 1,195,248							
19												
20	Capital Factor	3.59%	3.59%	62.58%	62.58%							
21												
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 1,999,313							
23												
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 3,194,561							

April 28, 2016

MODEL STAFF REPORT

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

Explanation of "Be It Ordained" Sections:

1. This section approves all findings in the Ordinance.
2. This section finds the settled amount of \$29.9 million to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex's 2016 RRM filing, and that such settlement is in the public interest and is consistent with the City's statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$29.9 million and adopts the attached new rate tariffs (Attachment A).

4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).
5. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
6. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
7. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
8. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
9. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2016.
10. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2015**

Line						June 1, 2016	
						PROPOSED	CHANGE
1	Rate R @ 45.8 Ccf					CURRENT	
2	Customer charge				\$ 18.60		
3	Consumption charge	46.8	CCF	X \$ 0.09931 =	4.65		
4	Rider GCR Part A	46.8	CCF	X \$ 0.31375 =	14.68		
5	Rider GCR Part B	46.8	CCF	X \$ 0.21977 =	10.29		
6	Subtotal				\$ 48.22		
7	Rider FF & Rider TAX	\$ 48.22		X 0.07853 =	3.79		
8	Total				\$ 52.01		
9							
10	Customer charge					\$ 19.10	
11	Consumption charge	46.8	CCF	X \$ 0.11378 =	5.32		
12	Rider GCR Part A	46.8	CCF	X \$ 0.31375 =	14.68		
13	Rider GCR Part B	46.8	CCF	X \$ 0.21977 =	10.29		
14	Subtotal				\$ 49.39		
15	Rider FF & Rider TAX	\$ 49.39		X 0.07853 =	3.88		
16	Total				\$ 53.27	\$ 1.26	2.43%
17							
18	Rate C @ 376.4 Ccf					CURRENT	
19	Customer charge				\$ 40.00		
20	Consumption charge	376.4	CCF	X \$ 0.08020 =	30.19		
21	Rider GCR Part A	376.4	CCF	X \$ 0.31375 =	118.10		
22	Rider GCR Part B	376.4	CCF	X \$ 0.15789 =	59.43		
23	Subtotal				\$ 247.72		
24	Rider FF & Rider TAX	\$ 247.72		X 0.07853 =	19.45		
25	Total				\$ 267.17		
26							
27	Customer charge					\$ 41.75	
28	Consumption charge	376.4	CCF	X \$ 0.08494 =	31.97		
29	Rider GCR Part A	376.4	CCF	X \$ 0.31375 =	118.10		
30	Rider GCR Part B	376.4	CCF	X \$ 0.15789 =	59.43		
31	Subtotal				\$ 251.25		
32	Rider FF & Rider TAX	\$ 251.25		X 0.07853 =	19.73		
33	Total				\$ 270.98	\$ 3.81	1.43%
34							
35							
36	Rate I @ 4379 MMBTU					CURRENT	
37	Customer charge				\$ 700.00		
38	Consumption charge	1,500	MMBTU	X \$ 0.2937 =	440.55		
39	Consumption charge	2,879	MMBTU	X \$ 0.2151 =	619.19		
40	Consumption charge	0	MMBTU	X \$ 0.0461 =	-		
41	Rider GCR Part A	4,379	MMBTU	X \$ 0.3213 =	1,406.76		
42	Rider GCR Part B	4,379	MMBTU	X \$ 0.3746 =	1,640.11		
43	Subtotal				\$ 4,806.61		
44	Rider FF & Rider TAX	\$ 4,806.61		X 0.07853 =	377.44		
45	Total				\$ 5,184.05		
46							
47	Customer charge					\$ 738.00	
48	Consumption charge	1,500	MMBTU	X \$ 0.3096 =	464.40		
49	Consumption charge	2,879	MMBTU	X \$ 0.2267 =	652.58		
50	Consumption charge	0	MMBTU	X \$ 0.0491 =	-		
51	Rider GCR Part A	4,379	MMBTU	X \$ 0.3213 =	1,406.76		
52	Rider GCR Part B	4,379	MMBTU	X \$ 0.3746 =	1,640.11		
53	Subtotal				\$ 4,901.85		
54	Rider FF & Rider TAX	\$ 4,901.85		X 0.07853 =	384.92		
55	Total				\$ 5,286.77	\$ 102.72	1.98%
56							
57	Rate T @ 4379 MMBTU					CURRENT	
58	Customer charge				\$ 700.00		
59	Consumption charge	1,500	MMBTU	X \$ 0.2937 =	440.55		
60	Consumption charge	2,879	MMBTU	X \$ 0.2151 =	619.19		
61	Consumption charge	0	MMBTU	X \$ 0.0461 =	-		
62	Rider GCR Part B	4,379	MMBTU	X \$ 0.3746 =	1,640.11		
63	Subtotal				\$ 3,399.85		
64	Rider FF & Rider TAX	\$ 3,399.85		X 0.07853 =	266.97		
65	Total				\$ 3,666.82		
66							
67	Customer charge					\$ 738.00	
68	Consumption charge	1,500	MMBTU	X \$ 0.3096 =	464.40		
69	Consumption charge	2,879	MMBTU	X \$ 0.2267 =	652.58		
70	Consumption charge	0	MMBTU	X \$ 0.0491 =	-		
71	Rider GCR Part B	4,379	MMBTU	X \$ 0.3746 =	1,640.11		
72	Subtotal				\$ 3,495.09		
73	Rider FF & Rider TAX	\$ 3,495.09		X 0.07853 =	274.45		
74	Total				\$ 3,769.54	\$ 102.72	2.80%
75							



Town Council Agenda Information Sheet

COUNCIL MEETING DATE:	May 17, 2016
PROJECT:	Doe Creek Road Prescriptive ROW abandonment
DESCRIPTION:	<p>The Town of Little Elm entered in an agreement with Rudman Partnership Ltd. on March 5, 2013 regarding the construction and development of Doe Creek Road. As part of this agreement, Rudman agrees to donate and dedicate all necessary land and other required property interests within the Rudman property for right-of-way to allow a certain portion of Doe Creek Road to be reconstructed, improved and realigned as generally shown in the agreement. In exchange, the Town of Little Elm agreed to forgo any claim to prescriptive ROW along Doe Creek Road.</p> <p>Ordinance 1333 provides for the abandonment of the prescriptive right of way of two tracts of land along Doe Creek Road. Upon approval of this ordinance by Town of Little Elm City Council, the final ROW documents for Doe Creek Road will be delivered to Rudman.</p>
COST:	\$0
FUNDING:	N/A
SCHEDULE:	N/A
RECOMMENDED ACTION:	Approval of Ordinance 1333
TOWN CONTACT:	Kimberly Brawner, P.E. Town Engineer kbrawner@littleelm.org 214-975-0489
ATTACHMENTS:	N/A

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ABANDONING AND VACATING CERTAIN PRESCRIPTIVE RIGHT-OF-WAY ALONG DOE CREEK ROAD; MAKING FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm, Texas ("Town"), is a duly organized political subdivision and home-rule municipality of the State of Texas; and

WHEREAS, the Town, by virtue and through the use of the traveling public over a certain road known as "Doe Creek Road," has obtained certain prescriptive easement rights in Doe Creek Road, which road is located within the corporate limits of the Town; and

WHEREAS, the Town, in conjunction with Denton County, Denton County Fresh Water Supply District No. 8-C and other entities, has determined that certain road improvements in the area near Doe Creek Road should be accomplished, including the reconstruction and improvement of a portion of Doe Creek Road that is located north of Rock Hill Parkway to U.S. Highway 380, and has entered into certain agreements to accomplish same; and

WHEREAS, among the agreements into which the Town has entered is an agreement with The Rudman Partnership Ltd., a Texas Limited Partnership ("Rudman"), who owns land over which a portion of Doe Creek Road traverses and who owns land that abuts Doe Creek Road, and which agreement provides that Rudman agrees to donate and dedicate all necessary land and other required property interests within the Rudman property for right-of-way to allow a certain portion of Doe Creek Road to be reconstructed, improved and realigned as generally shown in the agreement; and

WHEREAS, in light of the new alignment of Doe Creek Road, certain portions of Doe Creek Road are no longer needed by the Town or for the use of the traveling public, constitute a public charge without corresponding benefit, and should be abandoned and vacated; and

WHEREAS, the Town Council of the Town of Little Elm ("Town Council") finds that the Doe Creek Road segments set forth in the attached ***Exhibit A-1*** as Tract 1 (.293 acres) and Tract 2 (.093 acres), hereinafter referred to collectively as the "Abandoned Doe Creek ROW," should be abandoned and vacated as a portion of Doe Creek Road, and that any and all rights that the Town may have in the Abandoned Doe Creek ROW should be released, which abandonment and vacation the Town Council has determined is in furtherance of the public health, safety and welfare of the Town.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative findings of the Town Council and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

From and after the effective date of this Ordinance, the Town's prescriptive easement and any and all rights and interests that the Town may have in the Abandoned Doe Creek ROW, as set forth in the attached ***Exhibit A-1*** as Tract 1 (.293 acres) and Tract 2 (.093 acres), are hereby abandoned and vacated by the Town for street, roadway and public travel purposes, and the Town hereby disclaims any interest in the Abandoned Doe Creek ROW.

SECTION 3

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council are hereby repealed to the extent that said ordinances, resolutions, or parts thereof, are in conflict herewith.

SECTION 4

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5

This Ordinance shall take effect and be in full force from and after its passage, as provided by the Revised Civil Statutes of the State of Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS ____ DAY OF _____, 2016.

David Hillock, Mayor

ATTEST:

Kathy Phillips, Town Secretary

Robert F. Brown, Town Attorney

EXHIBIT A-1

EXHIBIT "A-1"
RIGHT-OF-WAY ABANDONMENT
TRACT 1 ~ 0.293 ACRES

Being that certain tract of land located in the Phillip Barnes Survey, Abstract Number 79 Denton County, Texas, and being part of that certain tract of land described in deed to The Rudman Partnership, recorded in Volume 2844, Page 42 of the Real Property Records of Denton County Texas (RPRDCT) and being more particularly described as follows:

COMMENCING at a concrete monument found on the south right-of-way line of U.S. Highway 380 / E. University Drive (U.S. 380) (a variable width right-of-way), said concrete monument also being located on the north line of said Rudman Partnership tract;

THENCE South 89°01'02" East, with the common line of said U.S. 380 and said Rudman Partnership tract, a distance of 383.13 feet to a wood monument found located on the intersection of the south right-of-way line of said U.S. 380 and the west right-of-way line of Doe Creek Road (a variable width right-of-way) for the POINT OF BEGINNING of herein described tract;

THENCE South 89°01'02" East, continuing with said common line, a distance of 116.77 feet to a point for corner;

THENCE South 31°35'28" West, with the east right-of-way line of said Doe Creek Road, a distance of 261.35 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set at the beginning of a non-tangent curve to the left, from which a wood monument found on said east right-of-way bears South 31°35'28" West, a distance of 116.86 feet;

THENCE northeasterly over and across said Doe Creek Road right-of-way and along said non-tangent curve to the left which has a central angle of 09°07'42", a chord that bears North 08°15'37" East for a distance of 61.67 feet, a radius of 387.48 feet, and an arc length of 61.73 feet to the end of said curve, a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set;

THENCE North 03°41'46" East, continuing over and across said Doe Creek Road right-of-way, a distance of 120.82 feet to 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set;

THENCE North 04°40'10" East, continuing over and across said Doe Creek right-of-way, a distance of 43.17 feet to the POINT OF BEGINNING and containing 0.293 acres of land.

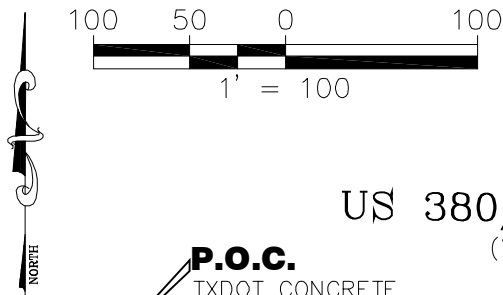
(NOTE: The bearings shown and recited hereon are based on the NAD83 State Plane Coordinate System of Texas North Central Zone (4202), all distances are surface distances with a surface to grid scale factor of 0.999849392677)

For Petitt Barraza LLC:

J.D. Nichols 01/06/16

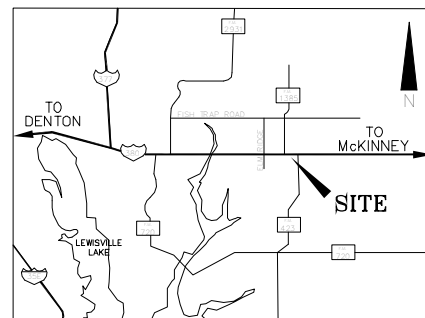
Jimmie D. Nichols, RPLS 5184





UNITED STATES OF AMERICA
RIGHT-OF-WAY
VOL. 318, PG. 98 RPRDCT
VOL. 323 PG. 569 RPRDCT

US 380/E. UNIVERSITY DR. (VARIABLE WIDTH R.O.W.)



VICINITY MAP
NOT TO SCALE

P.O.C.

TXDOT CONCRETE
MONUMENT

(DEED N88°34'00"W)
S89°01'02"E 383.13'

P.O.B.

WM (DEED N88°34'00"W)
S89°01'02"E 116.77'

PROPOSED R.O.W.
(VIA SEPERATE INSTRUMENT)

CURVE TABLE

NO.	CHORD DIRECTION	CHORD	DELTA	RADIUS	LENGTH
C1	N08°15'37"E	61.67	9°07'42"	387.48	61.73

LINE TABLE

LINE	BEARING	DISTANCE
L1	N03°41'46"E	120.82
L2	N04°40'10"E	43.17

RUDMAN RESOURCES, INC.
AND RAYMOND A. WILLIAMS, JR.
VOL. 1038, PG. 951 RPRDCT

(CURRENT DEED)
THE RUDMAN PARTNERSHIP
VOL. 2844 PG. 42 RPRDCT

TRACT 2

EXISTING
R.O.W.

RUDMAN RESOURCES, INC.
AND RAYMOND A. WILLIAMS, JR.
VOL. 1038, PG. 951 RPRDCT

(CURRENT DEED)
THE RUDMAN PARTNERSHIP
VOL. 2844 PG. 42 RPRDCT

EXISTING
R.O.W.

DOE CREEK ROAD
(VARIABLE WIDTH R.O.W.)

DELMA CLYNE HANSEL,
TRUSTEE OF THE HANSEL LIVING TRUST,
DATED SEPTEMBER 2, 1992
VOL. 3317 PG. 797 RPRDCT

R N TAYLOR SURVEY ~
1/2"IRF ABSTRACT 1671

APPROXIMATE SURVEY LINE

135

1/4"IRF

LEGEND:

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- TXDOT - TEXAS DEPARTMENT OF TRANSPORTATION
- WM - WOOD MONUMENT
- CIRS - CAPPED IRON ROD SET (PETITT RPLS 4087)
- VOL. - VOLUME
- PG. - PAGE
- R.O.W. - RIGHT-OF-WAY
- RPRDCT - REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS

NOTES:

- NO IMPROVEMENTS OR EASEMENTS ARE SHOWN.
- THE BEARINGS SHOWN AND RECITED HEREON ARE BASED ON THE NAD83 STATE PLANE COORDINATE SYSTEM OF TEXAS NORTH CENTRAL ZONE (4202), ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849392677.

PHILLIP BARNES SURVEY ~ ABSTRACT 79
APPROXIMATE SURVEY LINE
MEMPHIS, EL PASO & PACIFIC RAILROAD COMPANY SURVEY ~
ABSTRACT 1473

EXHIBIT "A-1"
TRACT 1
0.293 ACRES
DOE CREEK ROAD
RIGHT OF WAY ABANDONMENT

SITUATED IN THE
PHILLIP BARNES SURVEY, ABSTRACT NO. 79
DENTON COUNTY, TEXAS

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068

1651 Glenville Drive, Suite 208 Tel. No. (214) 221-9955
Richardson, Texas 75081 Fax No. (214) 340-3550

DATE: DECEMBER, 2015 SCALE: 1"=100'
JOB NO. 14007-00

EXHIBIT "A-1"
RIGHT-OF-WAY ABANDONMENT
TRACT 2 ~ 0.093 ACRES

Being that certain tract of land located in the Phillip Barnes Survey, Abstract Number 79 Denton County, Texas, and being part of that certain tract of land described in deed to The Rudman Partnership, recorded in Volume 2844, Page 42 of the Real Property Records of Denton County Texas (RPRDCT) and being more particularly described as follows:

COMMENCING at a concrete monument found on the south right-of-way line of U.S. Highway 380 / E. University Drive (U.S. 380) (a variable width right-of-way);

THENCE South $89^{\circ}01'02''$ East, with said south right-of-way line, a distance of 383.13 feet to a wood monument found located at the intersection of the south right-of-way line of said U.S. 380 and the west right-of-way line of Doe Creek Road (a variable width right-of-way);

THENCE South $26^{\circ}06'57''$ West, with the west right-of-way line of said Doe Creek Road, a distance of 226.44 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for the POINT OF BEGINNING of herein described tract, said point also being located at the beginning of a non-tangent curve to the right;

THENCE southwesterly over and across said Doe Creek Road right-of-way and with said curve which has a central angle of $18^{\circ}52'24''$, a chord that bears South $18^{\circ}01'33''$ West for a distance of 110.02 feet, a radius of 335.52 feet, and an arc length of 110.52 feet to the end of said curve, a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

THENCE South $27^{\circ}27'45''$ West, continuing over and across said Doe Creek Road right-of-way, a distance of 222.31 feet to a 5/8-inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

THENCE South $27^{\circ}44'31''$ West, continuing over and across said Doe Creek Road right-of-way, a distance of 150.00 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 said Doe Creek Road, a southerly line of said Rudman Partnership tract, and the north line of that certain tract of land described in deed to Delma Clyne Hansel, Trustee of the Hansel Living trust dated September 2nd, 1992, recorded in Volume 3317, Page 797 of said RPRDCT, said iron rod also being located at the beginning of a non-tangent curve to the left;

THENCE Northeasterly with the west right-of-way line of said Doe Creek Road and with said curve which has a central angle of $02^{\circ}07'39''$, with a chord that bears North $25^{\circ}58'33''$ East, a distance of 49.88 feet, having a radius of 1343.54 feet, and an arc length of 49.89 feet to the end of said curve, a point for corner;

THENCE North $25^{\circ}01'48''$ East, continuing with said west right-of-way line, a distance of 310.29 feet to a point for corner;

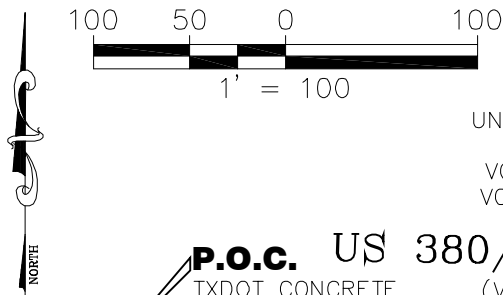
THENCE North $26^{\circ}06'57''$ East, continuing with said west right-of-way line, passing a wood monument found at a distance of 15.08 feet, continuing in all, a total distance of 121.00 feet to the POINT OF BEGINNING and containing 0.093 acres of land.

(NOTE: The bearings shown and recited hereon are based on the NAD83 State Plane Coordinate System of Texas North Central Zone (4202), all distances are surface distances with a surface to grid scale factor of 0.999849392677)

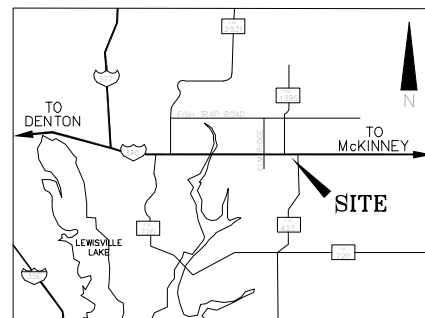
For Pettitt Barraza LLC:

Jimmie D. Nichols
Jimmie D. Nichols, RPLS 5184





UNITED STATES OF AMERICA
RIGHT-OF-WAY
VOL. 318, PG. 98 RPRDCT
VOL. 323 PG. 569 RPRDCT



VICINITY MAP
NOT TO SCALE

P.O.C. US 380/E. UNIVERSITY DR.

TXDOT CONCRETE MONUMENT (VARIABLE WIDTH R.O.W.)
(DEED N88°34'00"W)
S89°01'02"E 383.13

PROPOSED R.O.W.
(VIA SEPERATE INSTRUMENT)

RUDMAN RESOURCES, INC.
AND RAYMOND A. WILLIAMS, JR.
VOL. 1038, PG. 951 RPRDCT

(CURRENT DEED)
THE RUDMAN PARTNERSHIP
VOL. 2844 PG. 42 RPRDCT

P.O.B.
CIRS

WM

TRACT 1

LEGEND:
P.O.B.
P.O.C.
TXDOT
WM
CIRS
VOL.
PG.
R.O.W.
RPRDCT

- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- TEXAS DEPARTMENT OF TRANSPORTATION
- WOOD MONUMENT
- CAPPED IRON ROD SET (PETITT RPLS 4087)
- VOLUME
- PAGE
- RIGHT-OF-WAY
- REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS

NOTES:

1. NO IMPROVEMENTS OR EASEMENTS ARE SHOWN.
2. THE BEARINGS SHOWN AND RECITED HEREON ARE BASED ON THE NAD83 STATE PLANE COORDINATE SYSTEM OF TEXAS NORTH CENTRAL ZONE (4202), ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849392677.

Δ=18°52'24"
R=335.52'
CB=S18°01'33"W
CH=110.02'
L=110.52'

TRACT 2

PROPOSED R.O.W.
(VIA SEPERATE INSTRUMENT)

RUDMAN RESOURCES, INC.
AND RAYMOND A. WILLIAMS, JR.
VOL. 1038, PG. 951 RPRDCT

(CURRENT DEED)
THE RUDMAN PARTNERSHIP
VOL. 2844 PG. 42 RPRDCT

EXISTING
R.O.W.

PHILLIP BARNES SURVEY
~ ABSTRACT 79

Δ=2°07'39"
R=1343.54'
CB=N25°58'33"E
CH=49.88'
L=49.89'

APPROXIMATE
SURVEY LINE
R N TAYLOR SURVEY ~
ABSTRACT 1671

DOE CREEK ROAD
(VARIABLE WIDTH R.O.W.)

DELMA CLYNE HANSEL,
TRUSTEE OF THE HANSEL LIVING TRUST,
DATED SEPTEMBER 2, 1992
VOL. 3317 PG. 797 RPRDCT

R N TAYLOR SURVEY ~
ABSTRACT 1671

APPROXIMATE
SURVEY LINE

1/2"IRF

APPROXIMATE SURVEY LINE

137
1/4"IRF

EXHIBIT "A-1"
TRACT 2
0.093 ACRES
DOE CREEK ROAD
RIGHT OF WAY ABANDONMENT

SITUATED IN THE
PHILLIP BARNES SURVEY, ABSTRACT NO. 79
DENTON COUNTY, TEXAS

PETITT BARRAZA
ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068

1651 Glenville Drive, Suite 208 Tel. No. (214) 221-9955
Richardson, Texas 75081 Fax No. (214) 340-3550

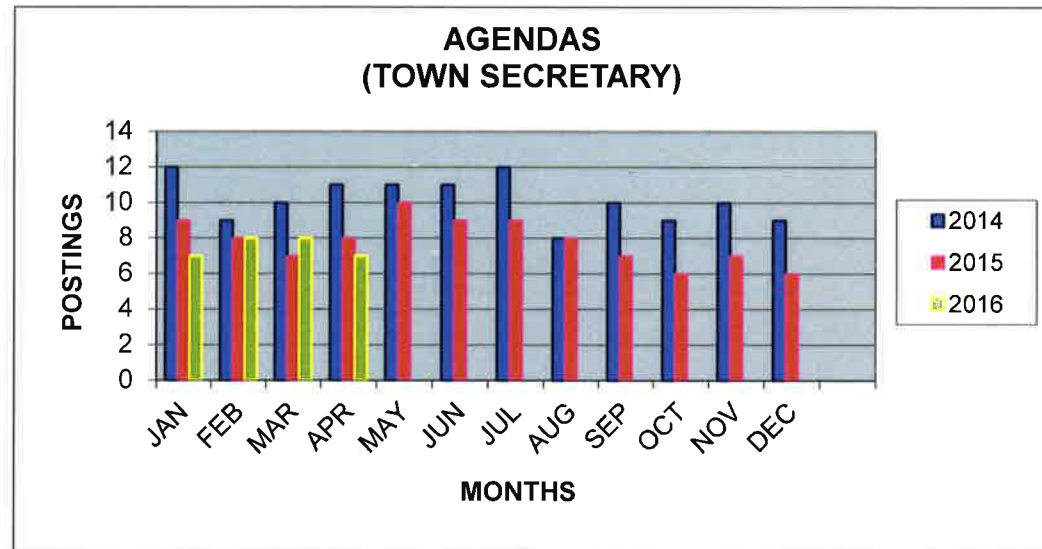
DATE: DECEMBER, 2015 SCALE: 1"=100'
JOB NO. 14007-00



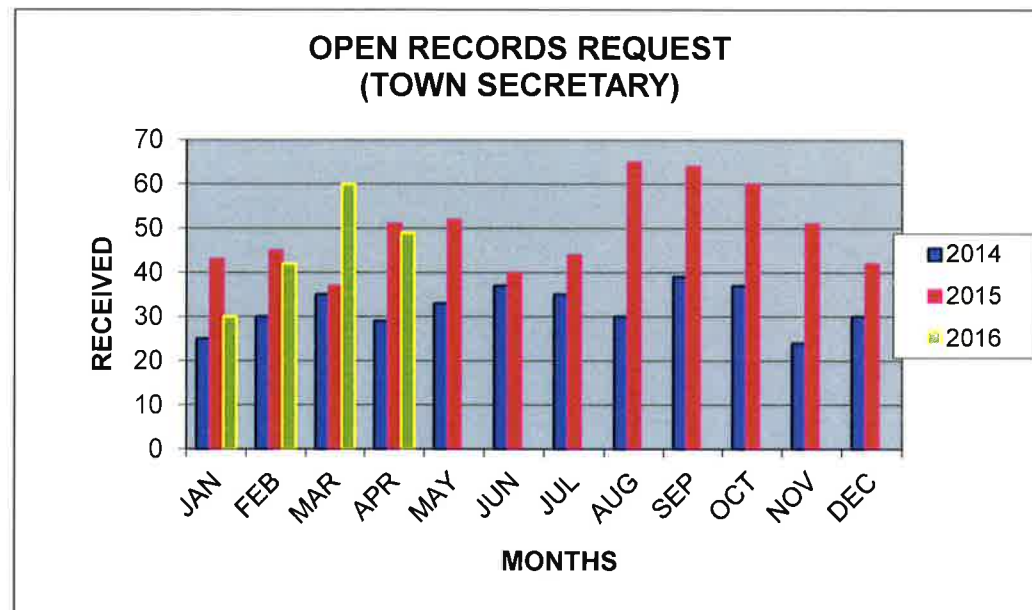
Town Council Agenda Information Sheet

COUNCIL MEETING DATE:	May 17, 2016
PROJECT:	Comprehensive Plan Committee Members Appointment
DESCRIPTION:	<p>On March 15, 2016, the Town of Little Elm City Council authorized Town Staff to begin the Comprehensive Plan Update. As part of this process, a citizen advisory committee should be appointed to represent a diverse cross section of the Town of Little Elm. This citizen committee will be identified as the Comprehensive Plan Advisory Committee (CPAC). The CPAC will serve as the primary public interface with Freese and Nichols, Inc. (FNI) and will provide input in terms of visioning, proposed plan recommendations, and review the first drafts of the various Plan elements prior to their submittal for consideration to the general public, Planning & Zoning Commission, and Town Council.</p> <p>Each proposed member has been contacted by Town staff and has agreed to serve on CPAC.</p>
COST:	\$0
FUNDING:	N/A
SCHEDULE:	N/A
RECOMMENDED ACTION:	Appointment of CPAC members
TOWN CONTACT:	Kimberly Brawner, P.E. Town Engineer kbrawner@littleelm.org 214-975-0489
ATTACHMENTS:	CPAC member roster

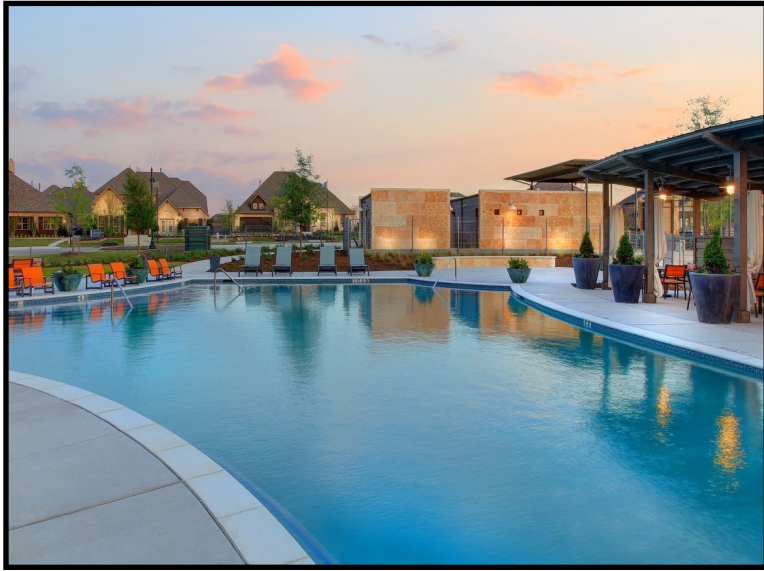
	2014	2015	2016
JAN	12	9	7
FEB	9	8	8
MAR	10	7	8
APR	11	8	7
MAY	11	10	
JUN	11	9	
JUL	12	9	
AUG	8	8	
SEP	10	7	
OCT	9	6	
NOV	10	7	
DEC	9	6	



	2014	2015	2016
JAN	25	43	30
FEB	30	45	42
MAR	35	37	60
APR	29	51	49
MAY	33	52	
JUN	37	40	
JUL	35	44	
AUG	30	65	
SEP	39	64	
OCT	37	60	
NOV	24	51	
DEC	30	42	



April 2016



*The Town with a
Lake Attitude*



Monthly Development Report



34,355

Current Population Est.

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

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

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

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

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

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

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

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

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TOWN OF LITTLE ELM DEVELOPMENT SERVICES DEPARTMENT MONTHLY DEVELOPMENT REPORT April 2016

PLANNING & ZONING



Commercial Projects:

The Shops at Little Elm: *site plan in review*

Lakeshore Plaza: *site plan in review*

Calliber Collision: *site plan in review*

Brakes Plus: *site plan in review*

Braum's: *site plan in review*

Rosebriar Marketplace Lot 6: *site plan in review*

Panther Creek Storage: *site plan in review*

Gardenia Village: *site plan approved*

Kingdom Hall: *site plan approved*

RBFCU: *site plan approved*

Main Marketplace Retail Shell: *pending building permit approval*

Panther Creek Montessori: *pending building permit approval*

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

Precision Family Dentistry: *under construction; expected opening Spring 2016*

Victory Retail Shell: *under construction; expected opening Spring 2016*

Kiddie Academy: *under construction; expected opening Spring 2016*

One Elm Place Ph 2: *under construction; expected opening Summer 2016*

Pristine Dentistry: *under construction; expected opening Summer 2016*

La Azteca Market: *under construction; expected opening Summer 2016*

380 Smoothie King: *under construction; expected opening Summer 2016*

It's a Burger: *under construction; expected opening Summer 2016*

Grand Nail & Spa: *under construction; expected opening Summer 2016*

Peak Performance: *under construction; expected opening Summer 2016*

Pollo Regio: *under construction; expected opening Summer 2016*



TOWN OF LITTLE ELM
DEVELOPMENT SERVICES DEPARTMENT
MONTHLY DEVELOPMENT REPORT
April 2016

PLANNING & ZONING



Commercial Projects:

Witt Crossing: *under construction; expected opening Fall 2016*

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

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

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

Savannah Plaza: *under construction; expected opening Fall 2016*

Braswell High School (DISD): *under construction; expected opening Fall 2016*

Catherine Bell Elementary (DISD): *under construction; expected opening Fall 2016*

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

Arby's: *under construction, expected opening Winter 2016*

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

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

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

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

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

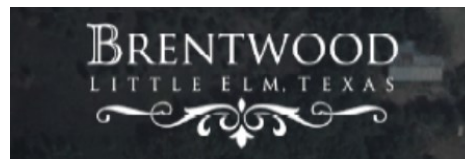
Rosebriar Marketplace Lot 1: *under construction, expected opening Winter 2016*

Schlotzsky's: *under construction, expected opening Winter 2016*



TOWN OF LITTLE ELM
DEVELOPMENT SERVICES DEPARTMENT
MONTHLY DEVELOPMENT REPORT
April 2016

PLANNING & ZONING



Residential Projects:

Brentwood Phase 2 (70 residential lots): *under construction*

Brentwood Phase 3 (59 residential lots): *under construction*

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

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

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

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

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

Union Park Phase 2A (103 residential lots): *under construction*

Valencia on the Lake Phase 3A (150 residential lots): *under construction*

Valencia on the Lake Phase 3C (100 residential lots): *under construction*

Recently Completed Projects:

Cottonwood Creek (55 residential lots): *now open*

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

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

Paloma Creek South Phase 3B1, 3B2, 13C, & 10A (310 residential lots): *now open*

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

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

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



TOWN OF LITTLE ELM
DEVELOPMENT SERVICES DEPARTMENT
MONTHLY DEVELOPMENT REPORT
April 2016

PLANNING & ZONING

<u>Planning Cases</u>					
<u>Case Type</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Plats	21	31	43	37	15
Site Plans	13	20	29	16	8
Rezoning	5	5	7	5	0
PDs	1	5	6	4	4
SUPs	4	8	6	6	1
Annexations	0	4	9	14	2
BOA Cases	0	0	13	1	0
Ordinances	7	7	10	12	9
Tree Removal Permits	7	6	12	10	0
Special Projects	24	20	28	26	16
DRC Meetings	84	102	135	94	52
TOTAL	166	208	298	225	107

<u>Single-Family Lots Created</u>	
YEAR	# LOTS
2012	479
2013	437
2014	909
2015	1,572
2016 (so far)	385



TOWN OF LITTLE ELM

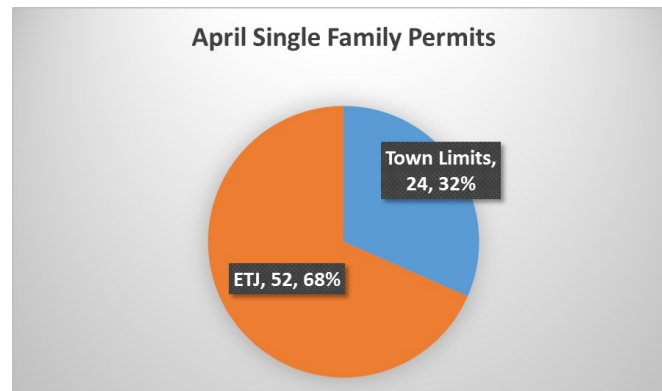
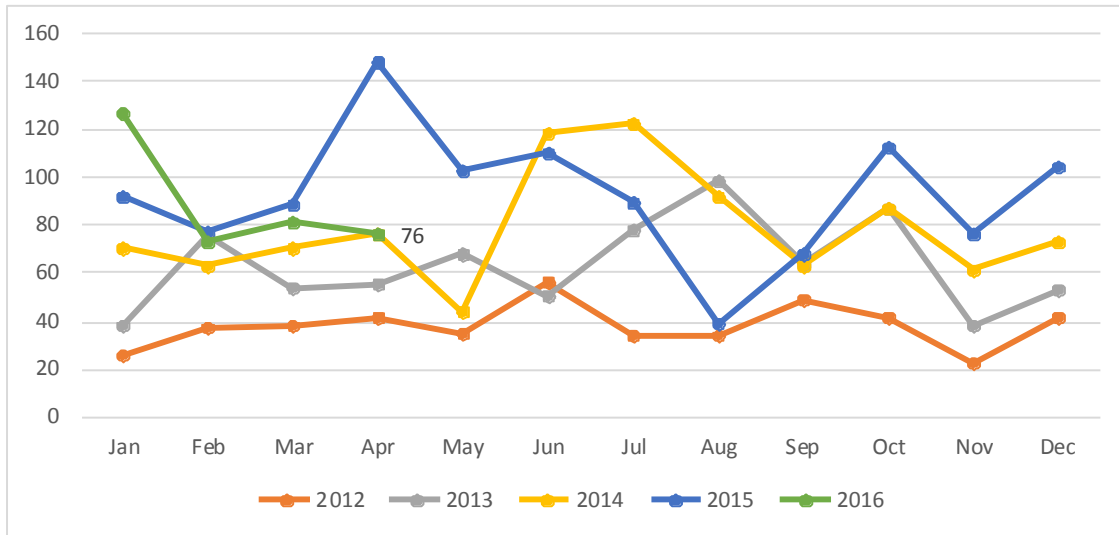
DEVELOPMENT SERVICES DEPARTMENT

MONTHLY DEVELOPMENT REPORT

April 2016

BUILDING SAFETY

Single Family Building Permits



Category	Description	Apr	2016 YTD
SF Permits (Town)	Full Review SF Permits within Little Elm	24	141
SF Permits (ETJ)	Full Review SF Permits within ETJ (Paloma Creek & Frisco Hills)	52	215
Total	New Residential Units	76	365

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

Most Active Subdivisions (# of permits this month)

Paloma Creek: 37

Frisco Hills: 15

147 Sunset Pointe: 9

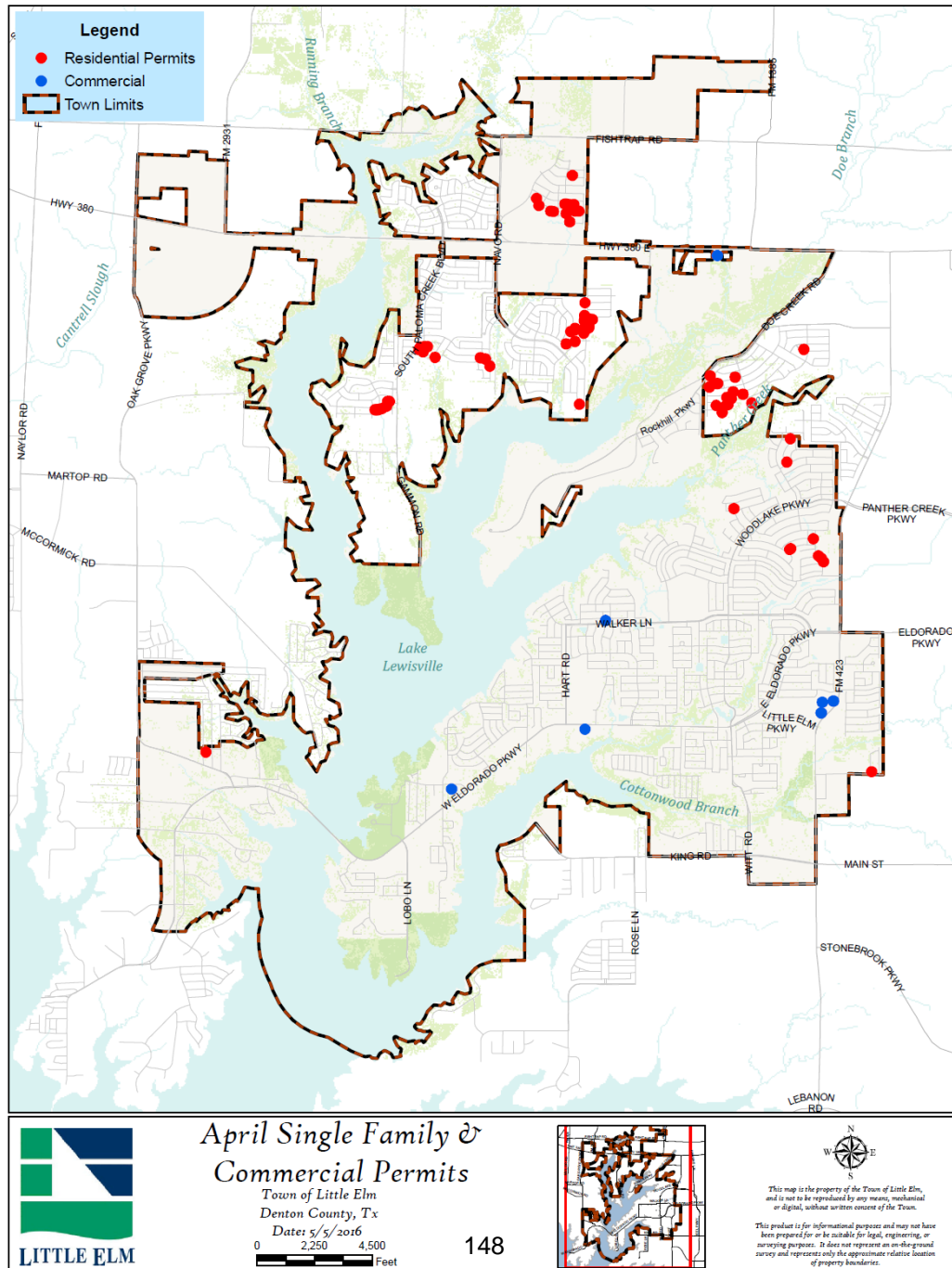
Union Park: 14



TOWN OF LITTLE ELM DEVELOPMENT SERVICES DEPARTMENT MONTHLY DEVELOPMENT REPORT April 2016

BUILDING SAFETY

Single Family Permits and Commercial Permits





TOWN OF LITTLE ELM
DEVELOPMENT SERVICES DEPARTMENT
MONTHLY DEVELOPMENT REPORT
April 2016

BUILDING SAFETY

New Commercial Building Permits	
<u>Year</u>	<u># of Building Permits</u>
2012	13
2013	23
2014	17
2015	26
2016 (so far)	12

Includes New Commercial Buildings and New Commercial Shells.

New Commercial Business Permits	
<u>Year</u>	<u># of Business Permits</u>
2012	53
2013	63
2014	64
2015	51
2016 (so far)	12

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



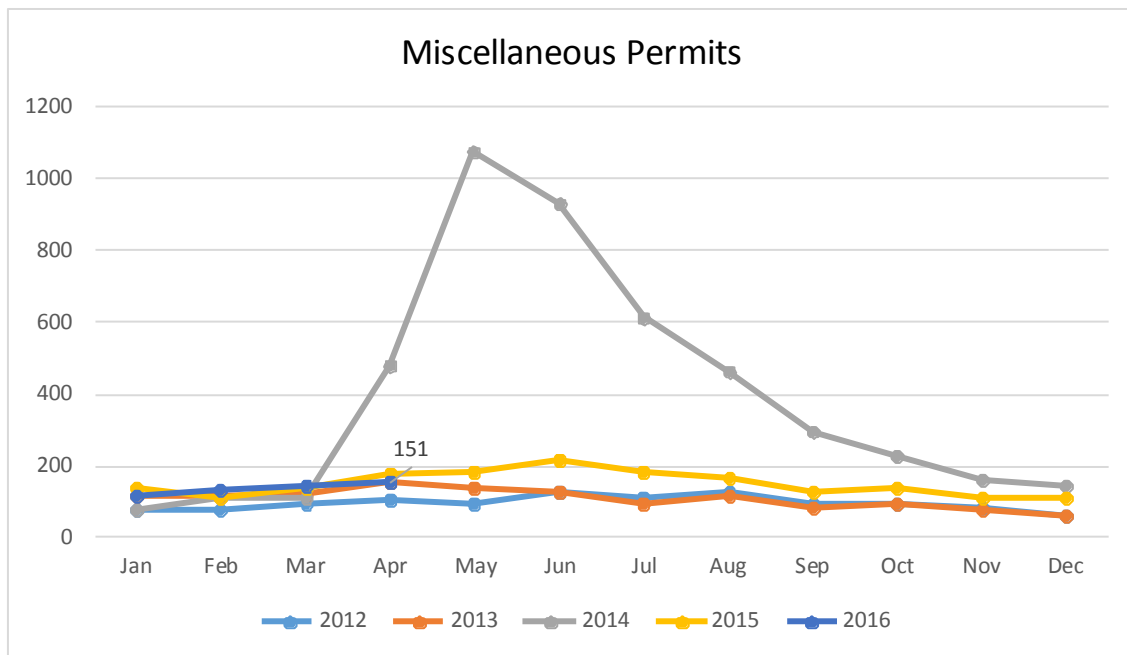
TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

MONTHLY DEVELOPMENT REPORT

April 2016

BUILDING SAFETY



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

Miscellaneous Permits	
<u>Year</u>	<u># of Permits</u>
2012	1,141
2013	1,273
2014	4,649
2015	1,779
2016 (YTD)	538



TOWN OF LITTLE ELM
DEVELOPMENT SERVICES DEPARTMENT
MONTHLY DEVELOPMENT REPORT
April 2016

RESTAURANT HEALTH SCORES

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



Health Scores are also available at:

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



TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

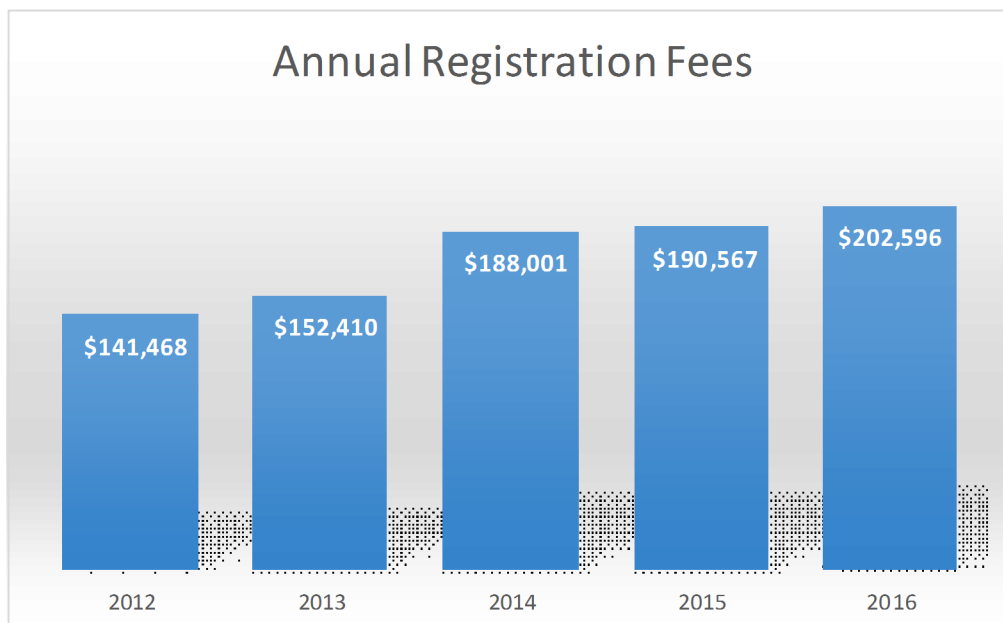
MONTHLY DEVELOPMENT REPORT

April 2016

COMMUNITY INTEGRITY

Annual Permits Year-to-Date			
	<i>Permits</i>	<i>Revenue</i>	<i>% Total</i>
Alcohol	33	\$10,878	94%
Health & Food Permits	86	\$27,814	100%
Pools, Schools, Daycares	33	\$2,284	100%
In-Home Daycares	12	\$658	32%
Rental	1,403	\$141,901	92%
Garage Sales	176	\$1,813	N/A

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





TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

MONTHLY DEVELOPMENT REPORT

April 2016

COMMUNITY INTEGRITY

Community Integrity Inspections

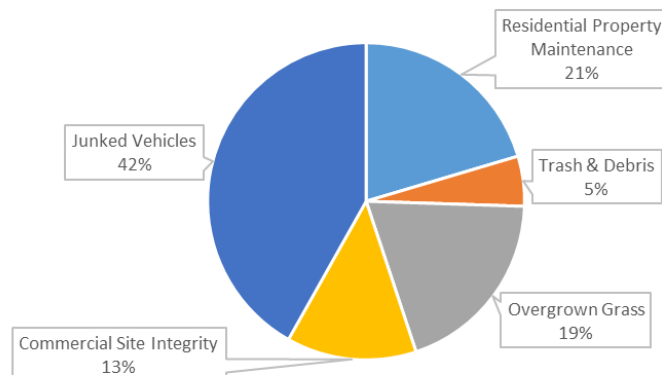
	April	2016 Total
Rental	57	245
Health	36	90
West Nile / Mosquito Response	0	0
Sign Violations	93	268
Neighborhood Integrity	147	484
Construction Inspections	42	224
Total Inspections	375	1,311

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

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

Neighborhood Integrity Cases Open	98	300
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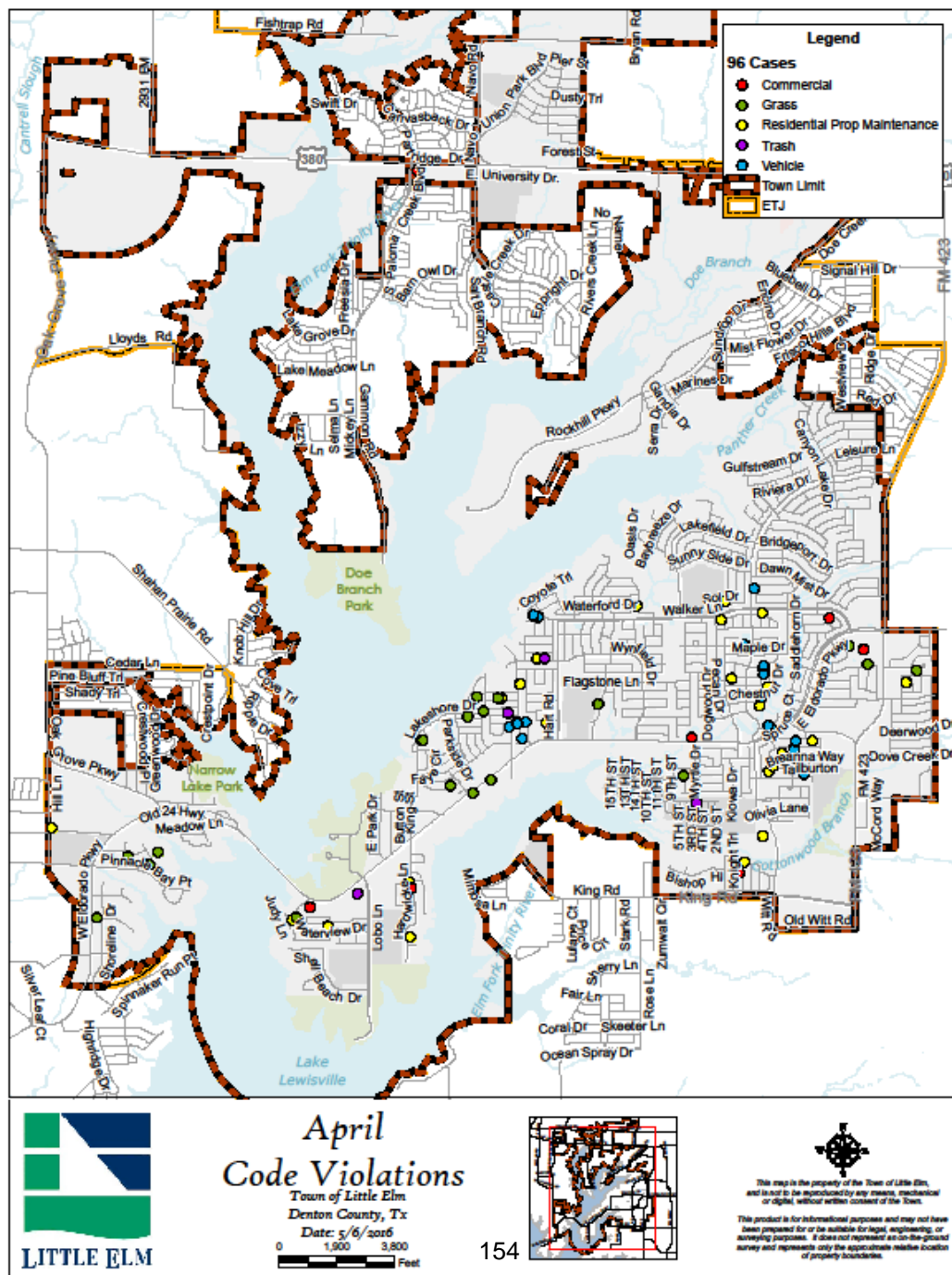
April Neighborhood Integrity Cases



TOWN OF LITTLE ELM DEVELOPMENT SERVICES DEPARTMENT MONTHLY DEVELOPMENT REPORT April 2016

COMMUNITY INTEGRITY

Code Violations





TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

MONTHLY DEVELOPMENT REPORT

April 2016

COMMUNITY INTEGRITY

Animal Services

Animal Services in April

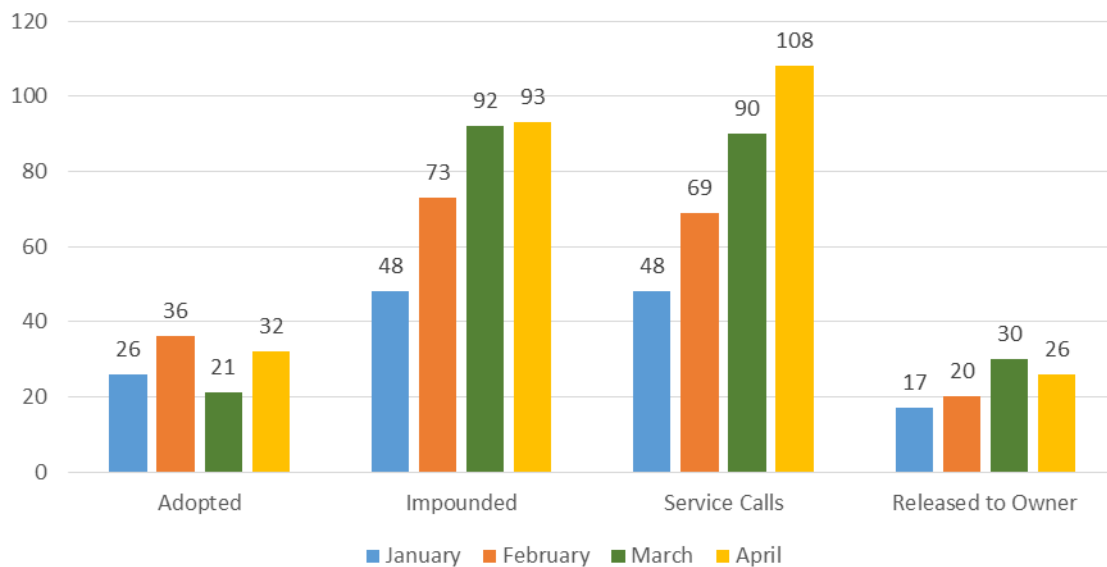
Adopted: 32

Impounded: 93

Service Calls: 108

Released to Owner: 26

Animal Services Year-to-date





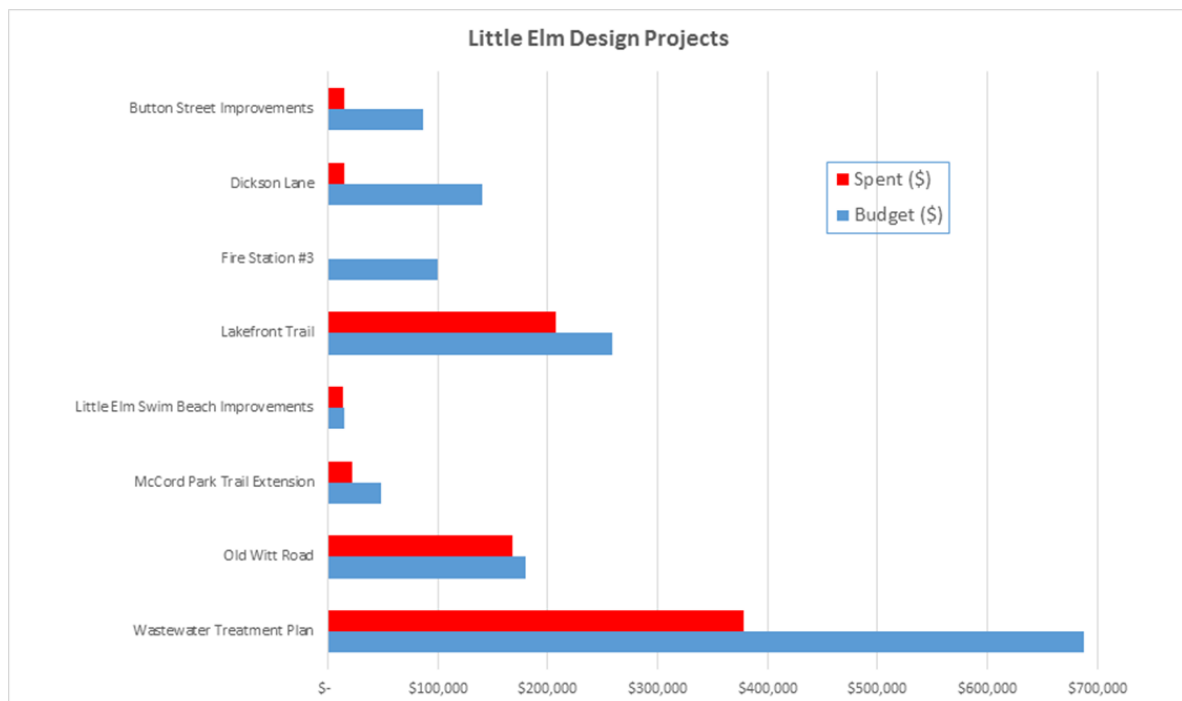
TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

MONTHLY DEVELOPMENT REPORT

April 2016

CAPITAL IMPROVEMENT PROJECTS





TOWN OF LITTLE ELM

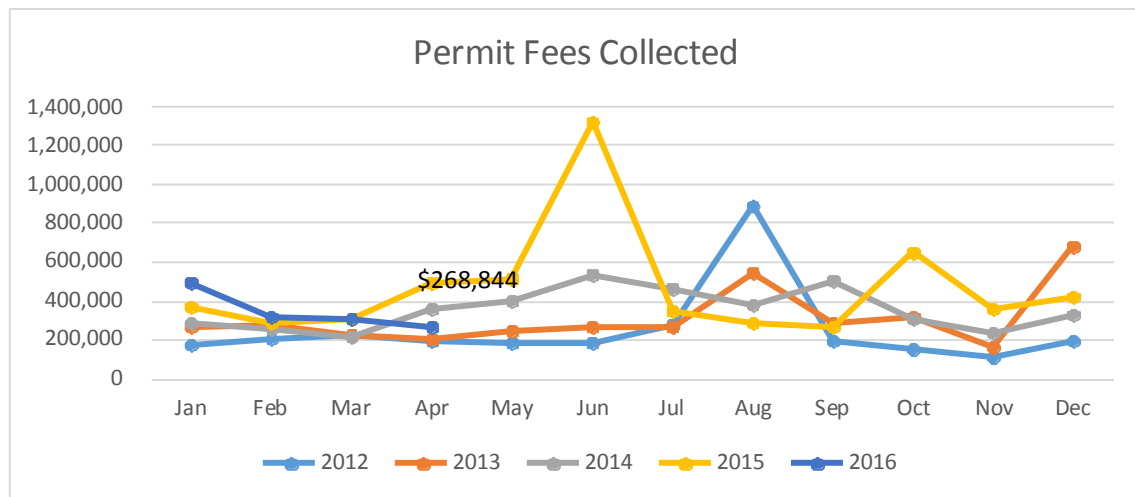
DEVELOPMENT SERVICES DEPARTMENT

MONTHLY DEVELOPMENT REPORT

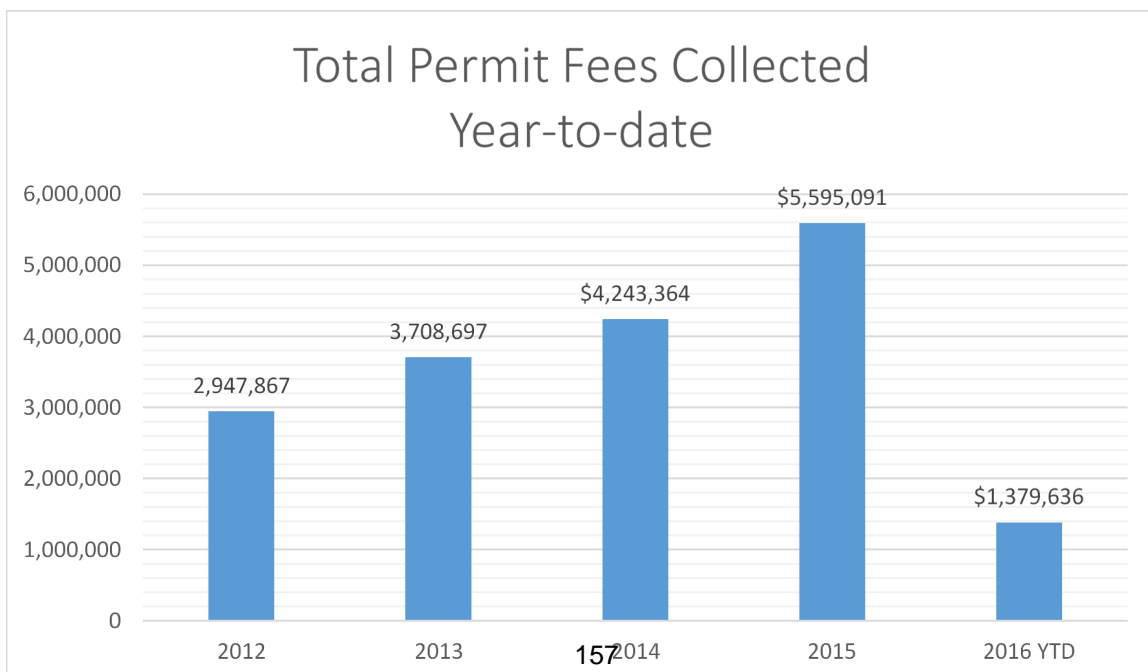
April 2016

DEPARTMENT SUMMARY

Permit Fees



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





TOWN OF LITTLE ELM

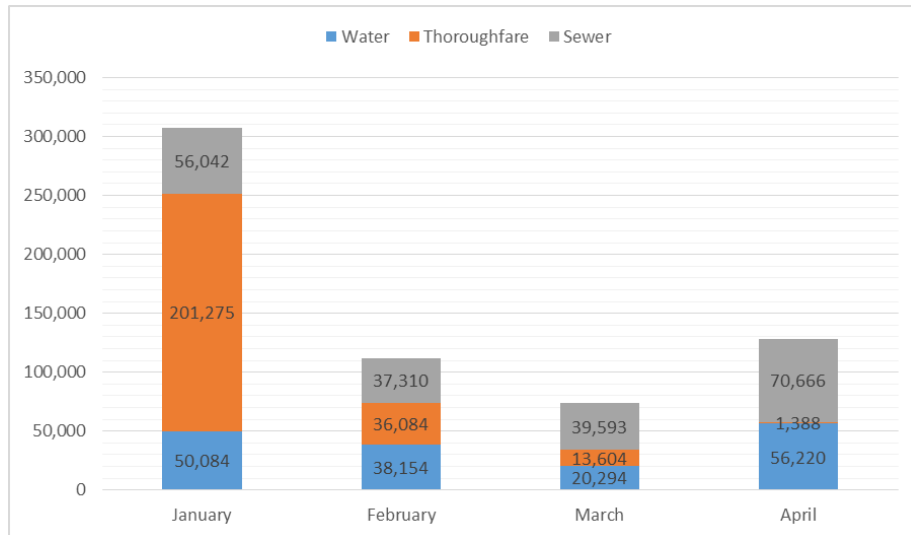
DEVELOPMENT SERVICES DEPARTMENT

MONTHLY DEVELOPMENT REPORT

April 2016

DEPARTMENT SUMMARY

Impact, Escrow, and Capital Recovery Fees



April Capital Recovery Fees

Total: \$37,500

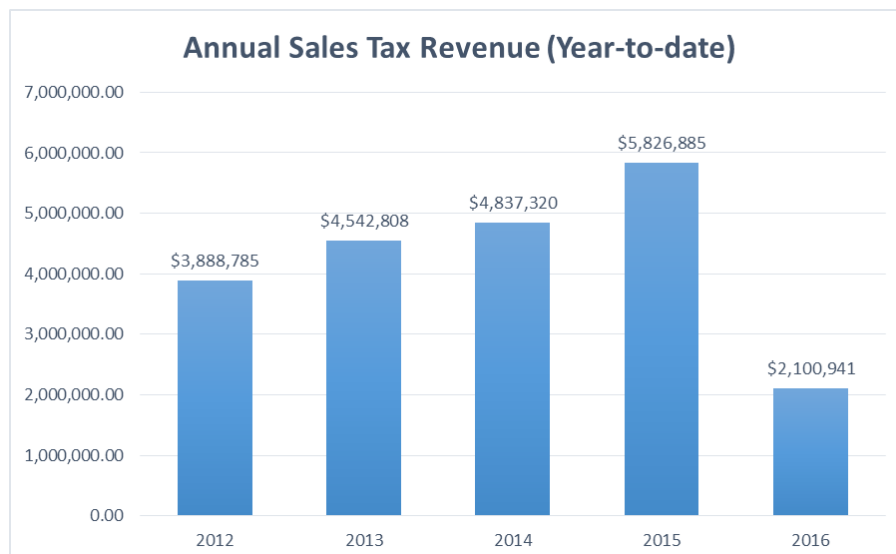
April Roadway Fee

Total: \$7,500

April South Roadway Impact Fee

Total: \$67,082

Sales Tax Revenue

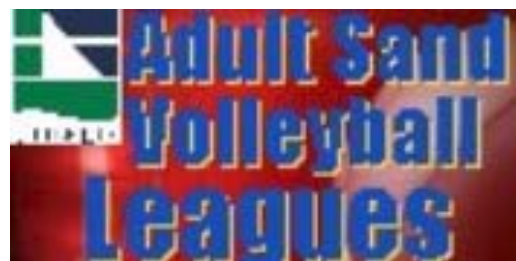


Current Sales Tax Revenue reported is recognized financially by the Little Elm Economic Development Corporation (EDC) two months prior to the current period.

TOWN OF LITTLE ELM
DEVELOPMENT SERVICES DEPARTMENT
MONTHLY DEVELOPMENT REPORT
April 2016

DIGITAL MARQUEE SIGNS

Assorted Advertisements



April Permits: 15

2016 Permits (so far): 50

2015 Permits: 204

2014 Permits: 196

Active Commercial Projects April

Tenant Name	Project Type	Permit Date	Site Address	Status
Lakefront at Little Elm Façade	Addition or Remodel	5/30/2014	407 W Eldorado Pkwy	Under Construction
Little Elm Recreation Center	Addition or Remodel	3/11/2016	303 Main St	Under Construction
One Elm Place Ph 2	Addition or Remodel	1/6/2016	1000 E Eldorado Pkwy	Under Construction
Talon Martial Arts	Addition or Remodel	1/11/2016	26795 University Dr, Ste 500	Under Construction
Jenny's Kolache & Donuts	Addition or Remodel	2/25/2016	2832 E Eldorado Pkwy, Ste 207	Under Construction
Lakeside Dental Phase 2	Addition or Remodel	11/12/2015	1150 E. Eldorado Pkwy	Under Construction
Pollo Regio	Addition or Remodel	4/26/2016	2721 Little Elm Pkwy, Ste 200	Under Construction
Panther Creek Storage	New Commercial Building	Not issued	11901 FM 423	In Review
Braswell High School (DISD)	New Commercial Building	11/19/2014	26750 University Dr	Under Construction
Catherine Bell Elementary School (DISD)	New Commercial Building	6/30/2015	601 Villa Paloma Blvd	Under Construction
Coy Miller Elementary School (FISD)	New Commercial Building	5/21/2015	300 Cypress Hill Dr	Under Construction
Fast Lane Express Car Wash	New Commercial Building	6/30/2015	2073 FM 423	Under Construction
Kiddie Academy	New Commercial Building	6/24/2015	2055 FM 423	Under Construction
Jack in the Box	New Commercial Building	8/12/2015	2063 FM 423	Under Construction
Palladium Retail	New Commercial Building	9/10/2015	221 E Eldorado Pkwy	Under Construction
Doe Branch Water Reclamation Plant	New Commercial Building	Not issued	27200 University Dr	In Review
Precision Family Dentistry	New Commercial Building	10/20/2015	1901 McCord Way	Under Construction
Panther Creek Montessori	New Commercial Building	Not Issued	0000 FM 423	In Review
Union Park Amenity Restroom / Pool	New Commercial Building	11/11/2014	4901 E Union Park Blvd	Under Construction
Union Park Amenity Pavillion	New Commercial Building	6/29/2015	4795 E Union Park Blvd	Under Construction
Wash Zone	New Commercial Building	Not issued	1717 E Eldorado Pkwy	Awaiting Final Inspection
Little Elm Park Ph 3 Restroom Pavillion	New Commercial Building	Not issued	1131 W Eldorado Pkwy	Awaiting Final Inspection
Beard Park Restroom Pavillion	New Commercial Building	Not issued	310 E Eldorado Pkwy	Under Construction
Little Elm Car Care	New Commercial Building	12/14/2015	880 W Eldorado Pkwy	Under Construction
La Azteca Market	New Commercial Finish-Out	10/15/2014	407 W Eldorado Pkwy, Ste 11	Under Construction
Frisco Elm Dentistry	New Commercial Finish-Out	7/20/2015	2043 FM 423, Ste 100	Under Construction
Smoothie King	New Commercial Finish-Out	12/15/2015	26747 University Dr, Ste 100	Under Construction
It's A Burger	New Commercial Finish-Out	12/30/2015	26747 University Dr, Ste 102	Under Construction
Peak Performance	New Commercial Finish-Out	2/12/2016	26747 University Dr, Ste 103	Under Construction
Grand Nail & Spa	New Commercial Finish-Out	2/2/2016	26747 University Dr, Ste 106	Under Construction
Aubrey Dental	New Commercial Finish-Out	11/12/2015	26747 University Dr, Ste 110	Under Construction
Lumin Urgent Care	New Commercial Finish-Out	1/19/2016	26747 University Dr, Ste 112	Under Construction
Veterinary Hospital	New Commercial Finish-Out	4/21/2016	1150 E Eldorado Pkwy, Ste 400	Under Construction
Dr. Korous	New Commercial Finish-Out	3/23/2016	8979 FM 423, Ste 500	Under Construction
Arby's	New Commercial Finish-Out	Not Issued	2731 Little Elm Pkwy	In Review
Cadillac Art Gallery & Framing	New Commercial Finish-Out	1/29/2016	850 W Eldorado Pkwy, Ste 200	Awaiting Final Inspection
Little Elm Corners	New Commercial Site	Not issued	0000 E. University Drive	In Review
NLCC Parking Lot	New Commercial Site	5/5/2015	25631 Smotherman Rd	Awaiting Final Inspection
Witt Crossing	New Commercial Site	12/14/2015	0000 Witt Rd	Under Construction
Main Marketplace	New Commercial Site	1/7/2016	1660 FM 423	Under Construction
Gardenia Village	New Commercial Site	5/10/2016	0000 University Dr	Under Construction
Savannah Plaza	New Commercial Site	3/3/2016	0000 University Dr	Under Construction
Little Elm Wastewater Treatment Plant	New Commercial Site	Not Issued	0000 Eldorado Pkwy	In Review
Schlotsky's	New Commercial Site	4/27/2016	2691 Little Elm Pkwy	Under Construction
Rosebriar Marketplace Lot 6	New Commercial Site	4/27/2016	2705 Little Elm Pkwy	Under Construction
The Mansions 380	New Multi-Family Building	6/26/2015	27040 University Dr	Under Construction
The Grand Estates 380	New Multi-Family Building	6/30/2015	26850 University Dr	Under Construction
The Estates of Lincoln Park	New Multi-Family Building	2/23/2016	26525 University Dr	Under Construction
Palladium	New Multi-Family Building	8/5/2015	211 E Eldorado Pkwy	Under Construction
Parkview	New Multi-Family Building	7/29/2015	1690 FM 423	Under Construction

CO's Issued

Moonstone Nails & Spa
Lakehill Fueling Center

CO Issue Date

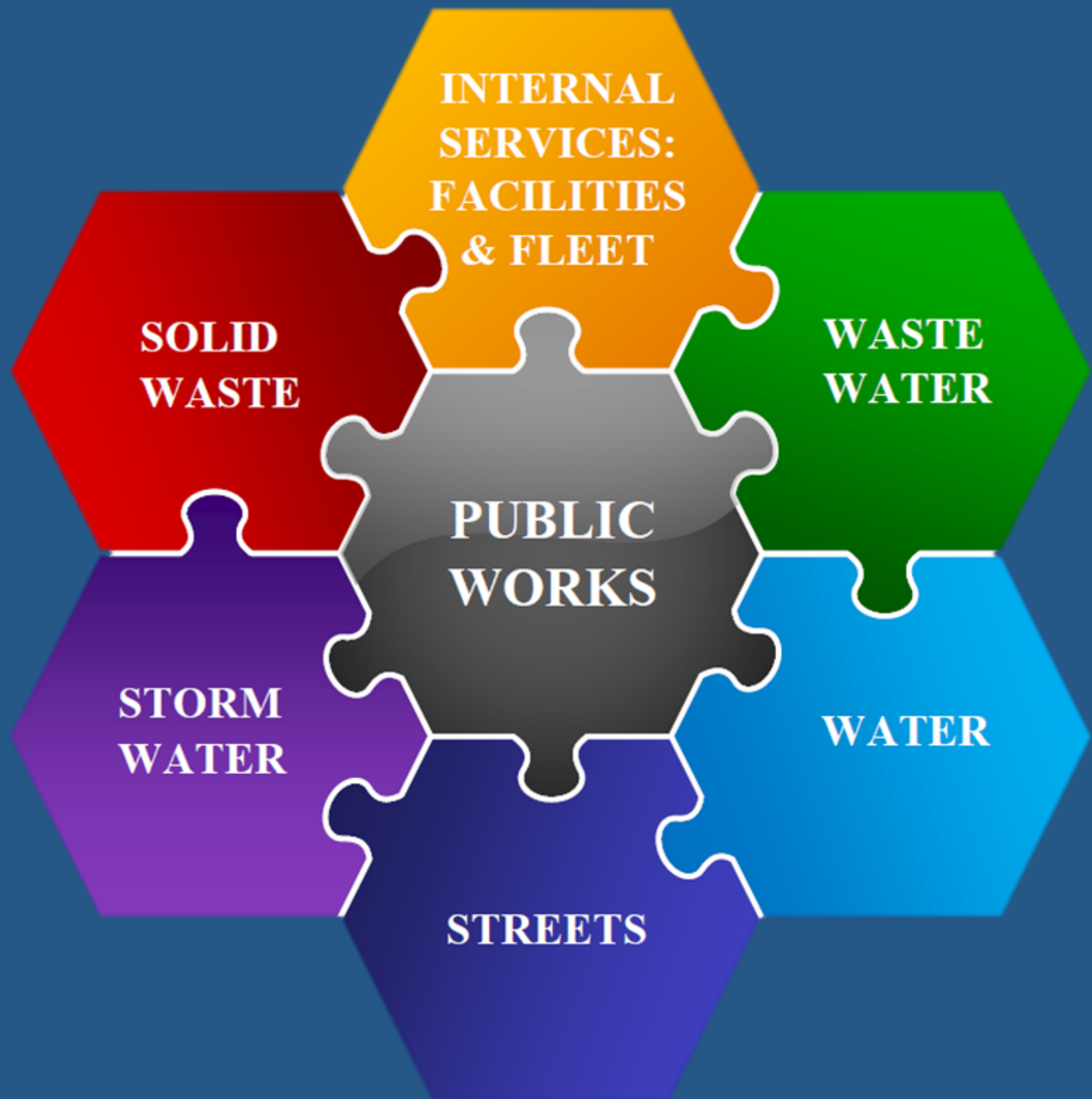
4/26/2016
3/21/2016

Address

2650 King Rd, Ste 800
1020 W Eldorado Pkwy

Town of Little Elm

Public Works Department





PUBLIC WORKS DEPARTMENT

Town of Little Elm Public Works is divided into four divisions consisting of Administration, Water Operations/Water Quality, Waste Water Collection/Treatment, Streets/Solid Waste/Stormwater Maintenance, and Internal Services (Facilities & Fleet Maintenance). The divisions maintain approximately 132

lane miles of streets, 200+ pieces of rolling stock that use over 100,000 gallons of fuel, purchase 1.2 billion gallons of potable water, treat 811.031 million gallons at our wastewater treatment plant.

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

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

Internal Services:

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

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

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

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

Spring 2016 Clean & Green

The Spring 2016 Clean & Green Event was a huge success Keep Little Elm Beautiful and our Public Works Team.

ing/textiles for recycling.

460 vehicles participated in the event and we collected **38,533** pounds of recycled materials!

Collection sites set up to accept tires, electronics for e-cycling, document for shredding, harmful household waste, and clothing/



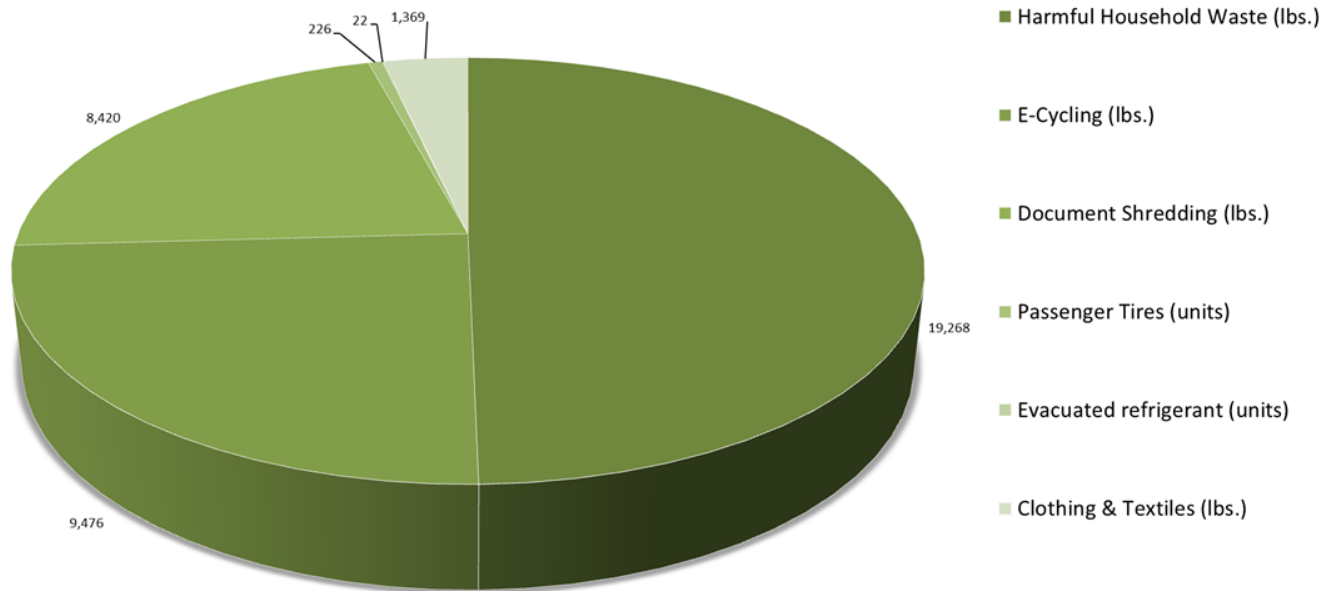
1,369 pounds of clothing & textiles were recycled through Recycle 2 Support!



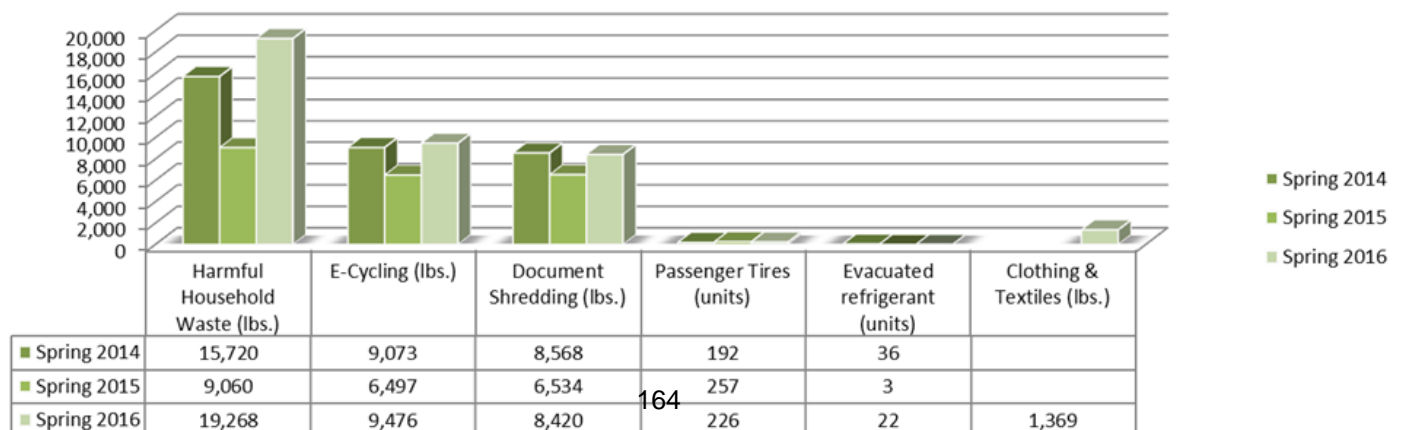
100 volunteers participated in the Don't Mess with Texas Trash Off Event on Saturday, April 9th!



2016 Spring Clean & Green Event



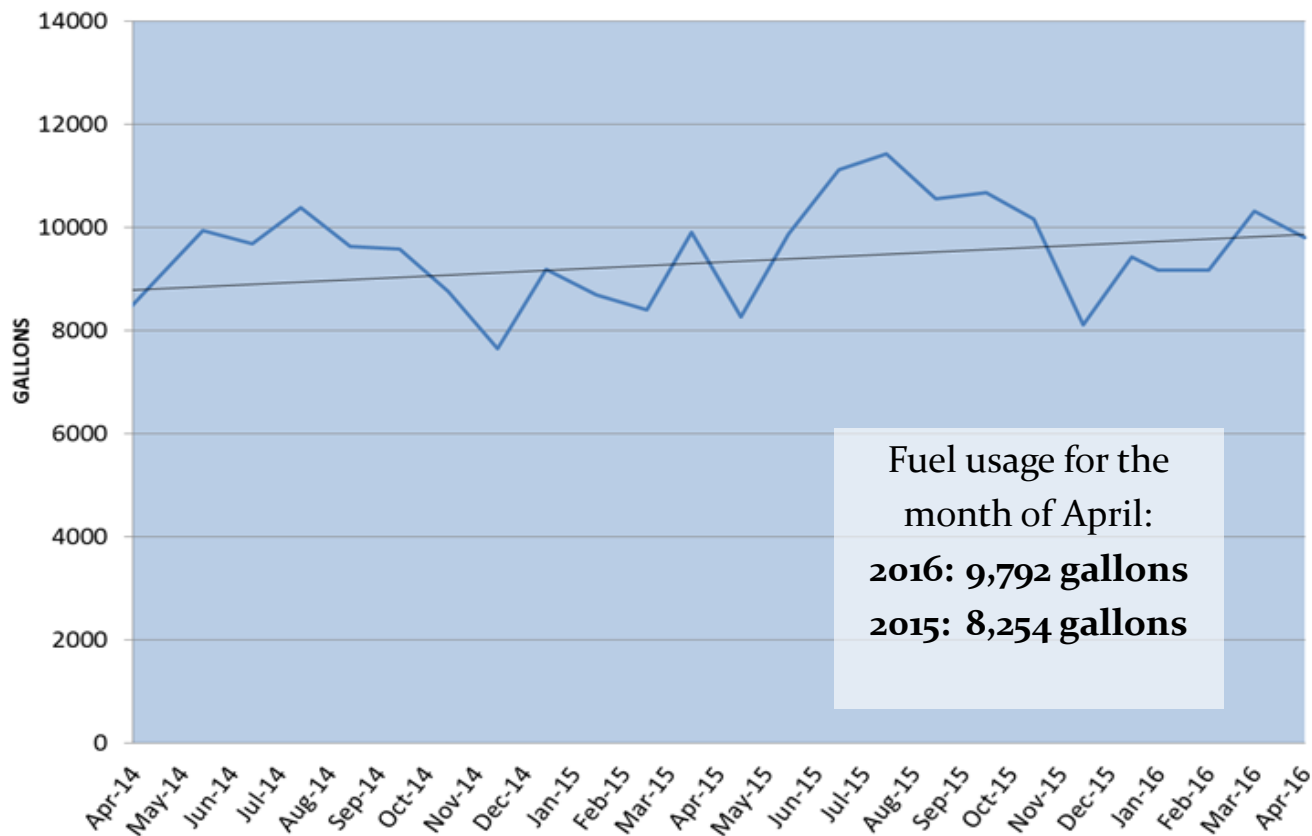
Spring Clean and Green Totals



FLEET SERVICES



Total Fuel Useage by Month



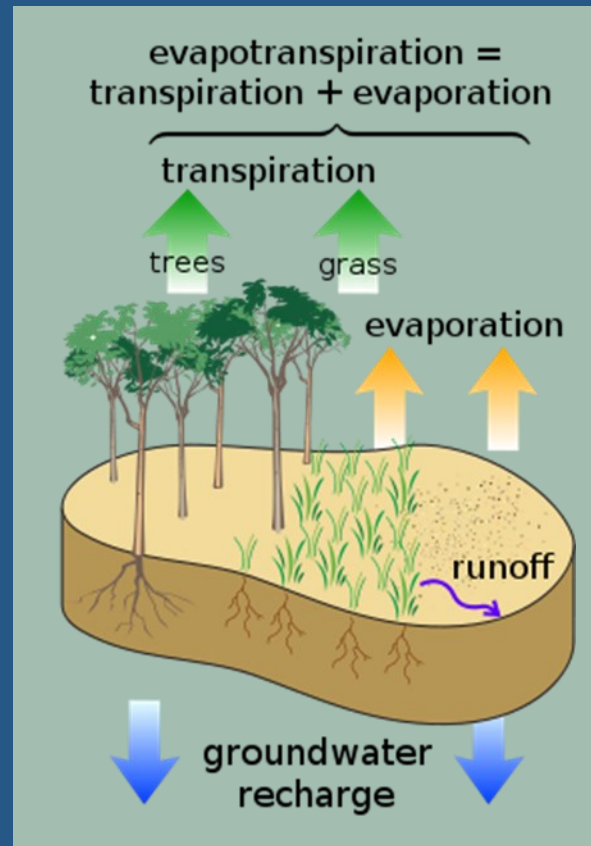


EVAPOTRANSPIRATION

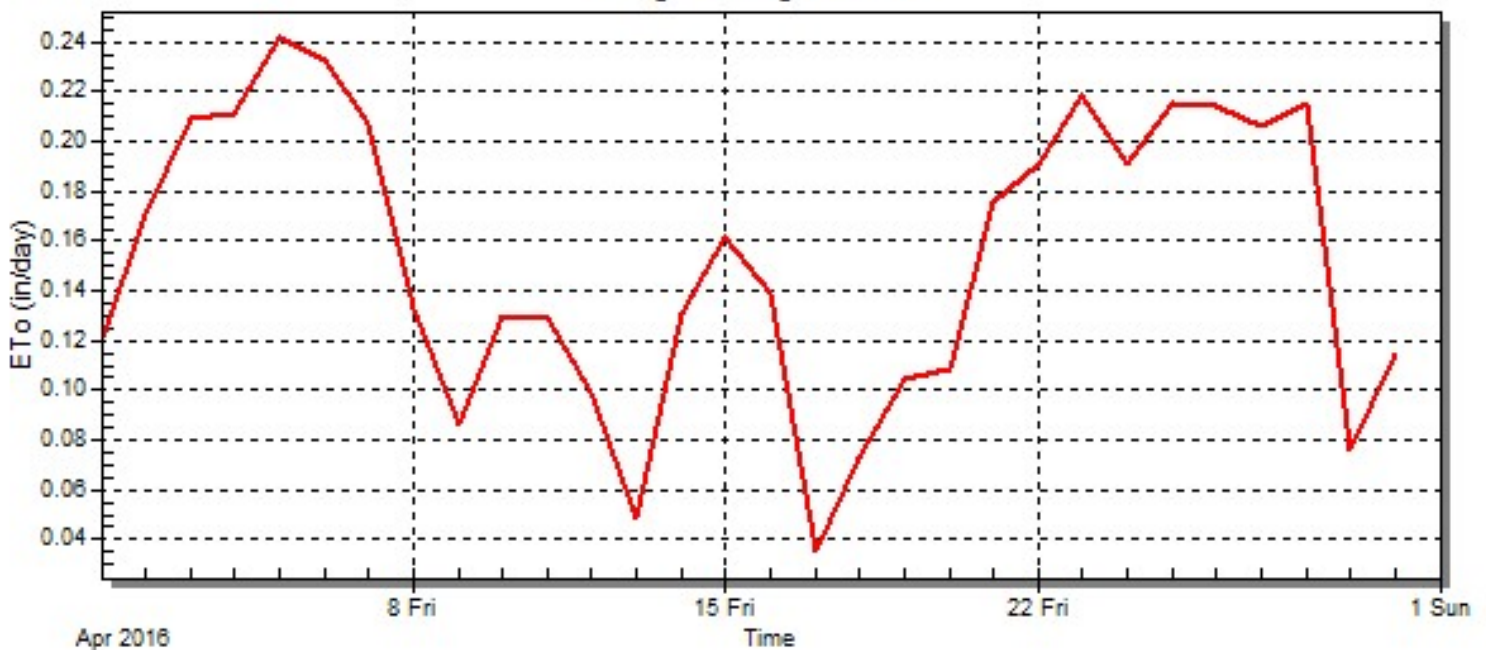
Potential Evapotranspiration

Average for **April 2016**: 0.15

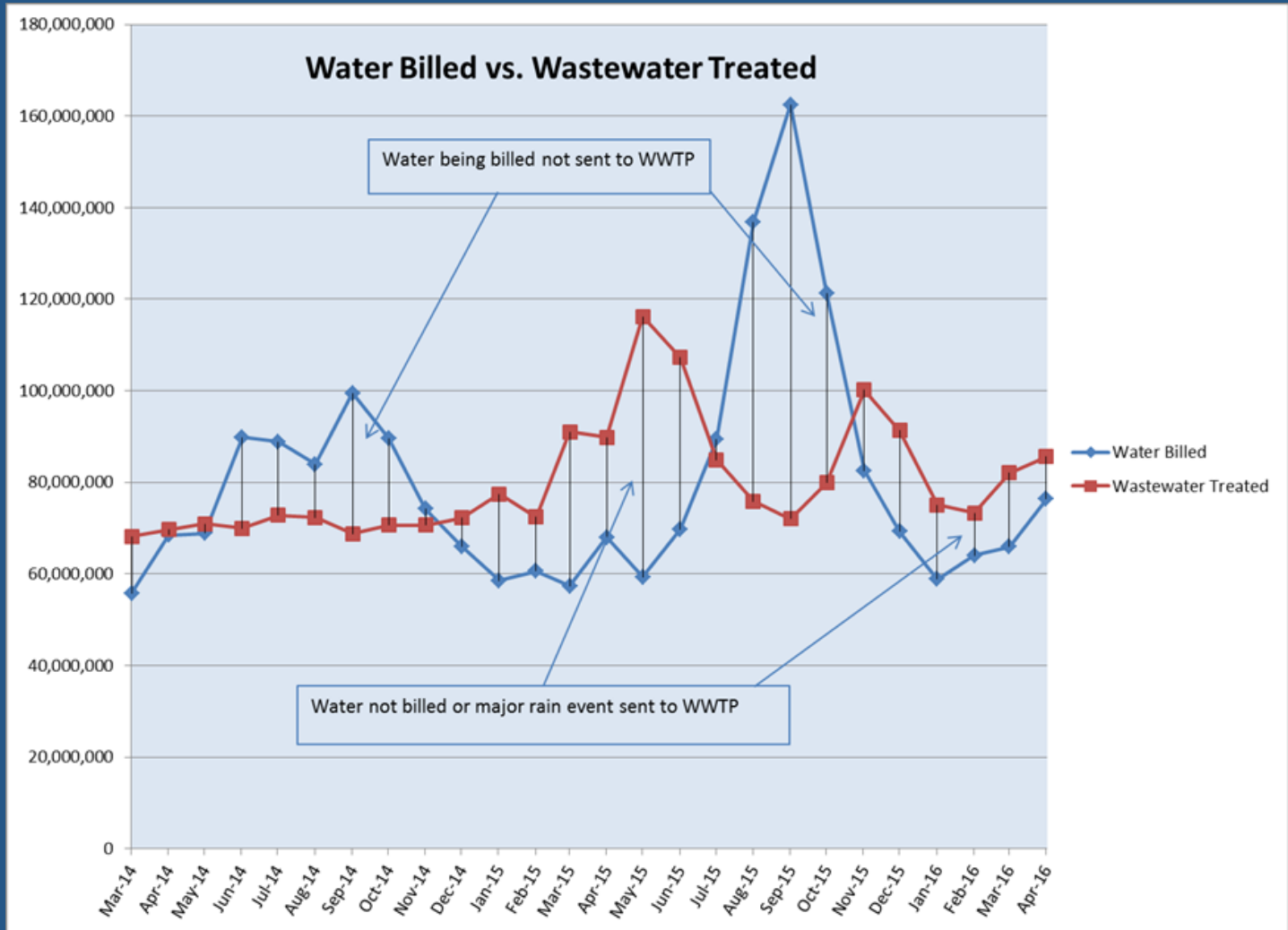
Total for **April 2016**: 4.29



Evapotranspiration



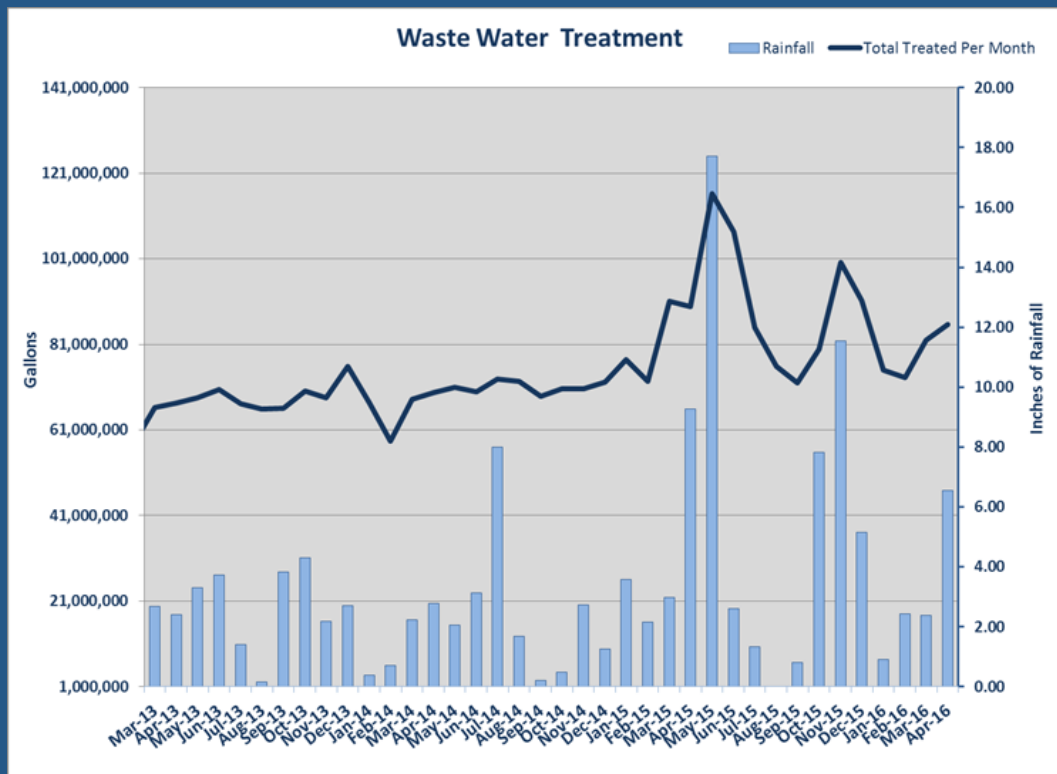
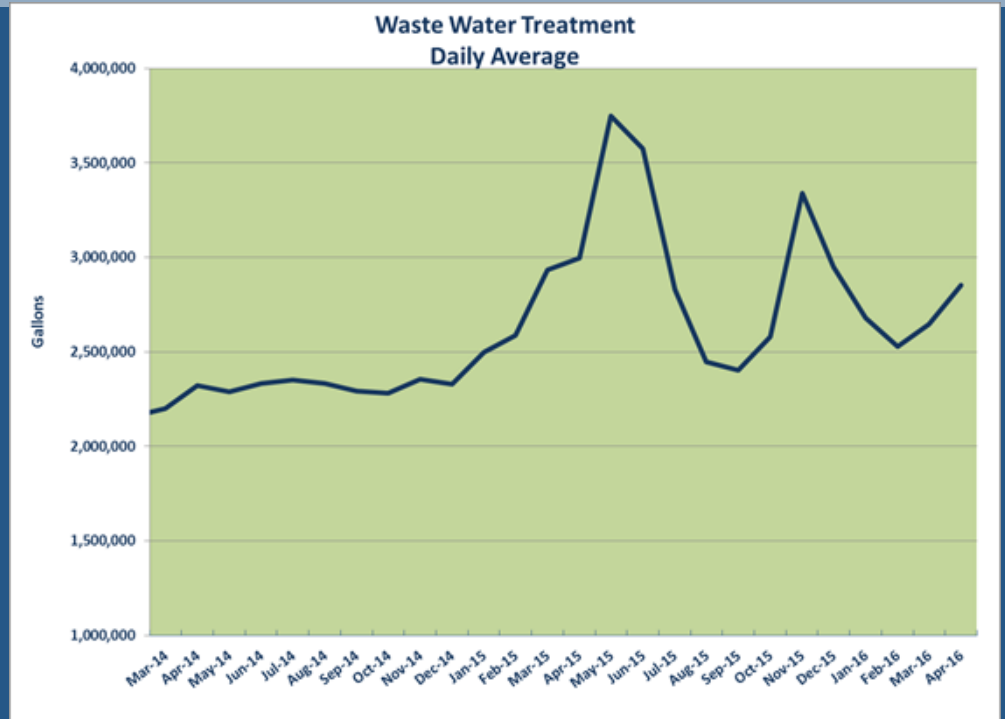
WATER BILLED VERSUS WASTEWATER TREATED



Total Water Billed in April 2016: 76,370,000

Total Waste Water Treated in April 2016: 85,584,000

WASTE WA- TER



Total Water Treated in April 2016:

85,584,000

Total Rainfall in April 2016:

6.56 Inches

Total Water Treated in April 2015:

89,843,000

Total Rainfall in April 2015:

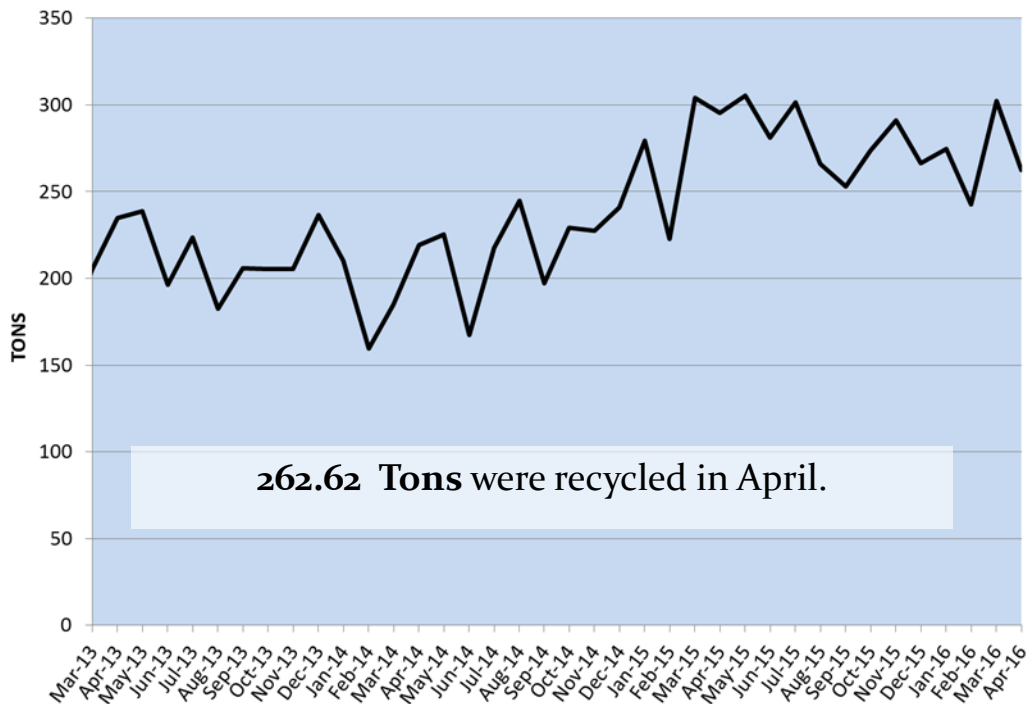
9.27 Inches

SOLID WASTE DIVISION

Recycling



Residential Monthly Recycling



1,082.01 Tons
Recycled in 2016!

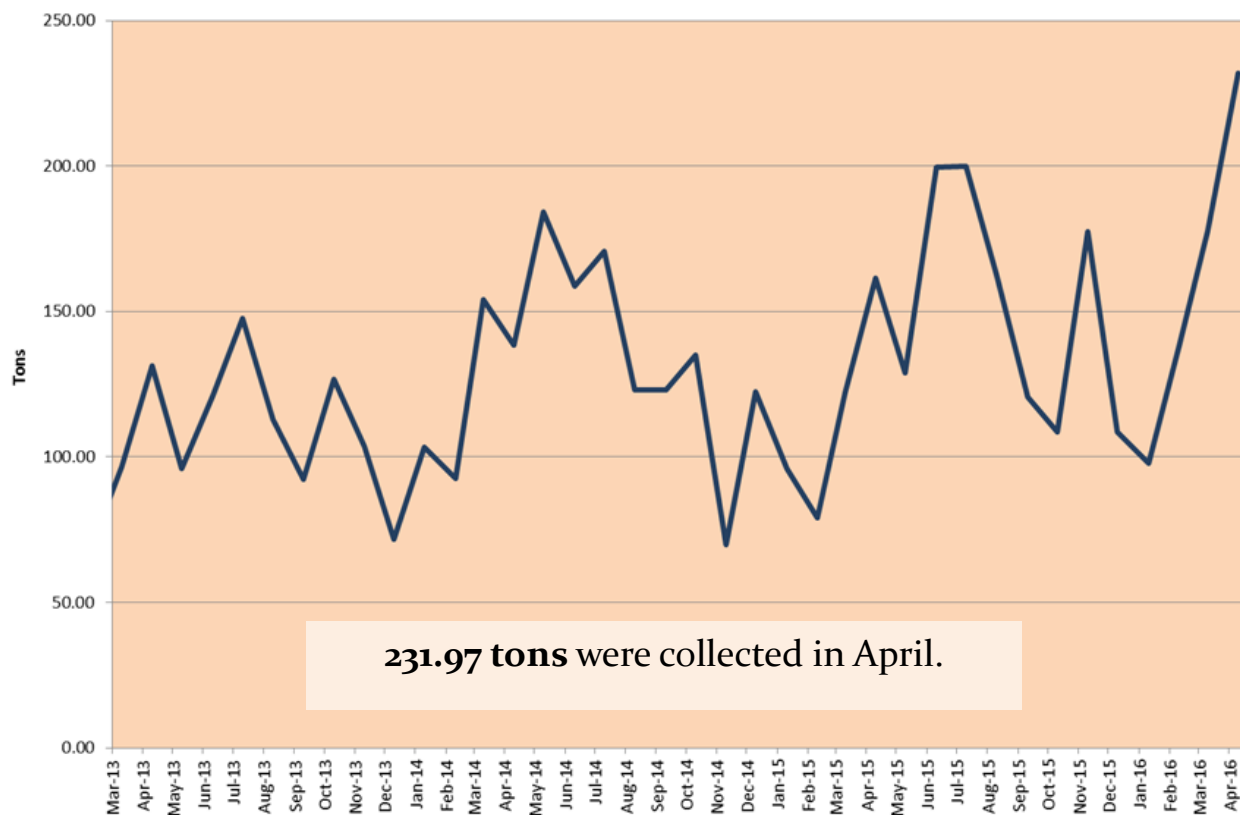
SOLID WASTE DIVISION

Courtesy Drop Site

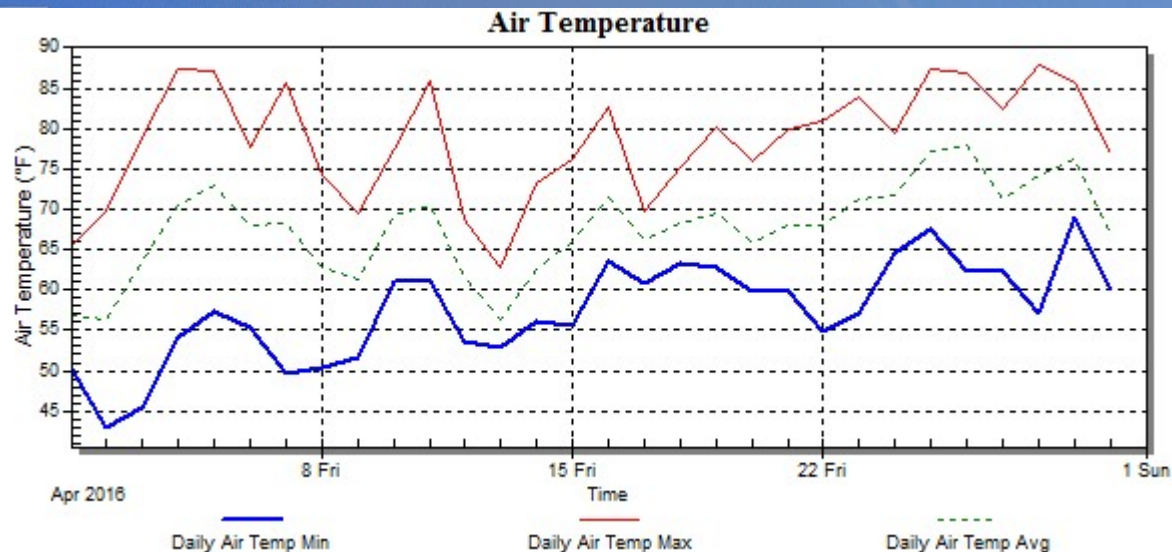


645.66 tons
collected to date
in 2016!

**Town of Little Elm
Courtesy Site Tonnage**

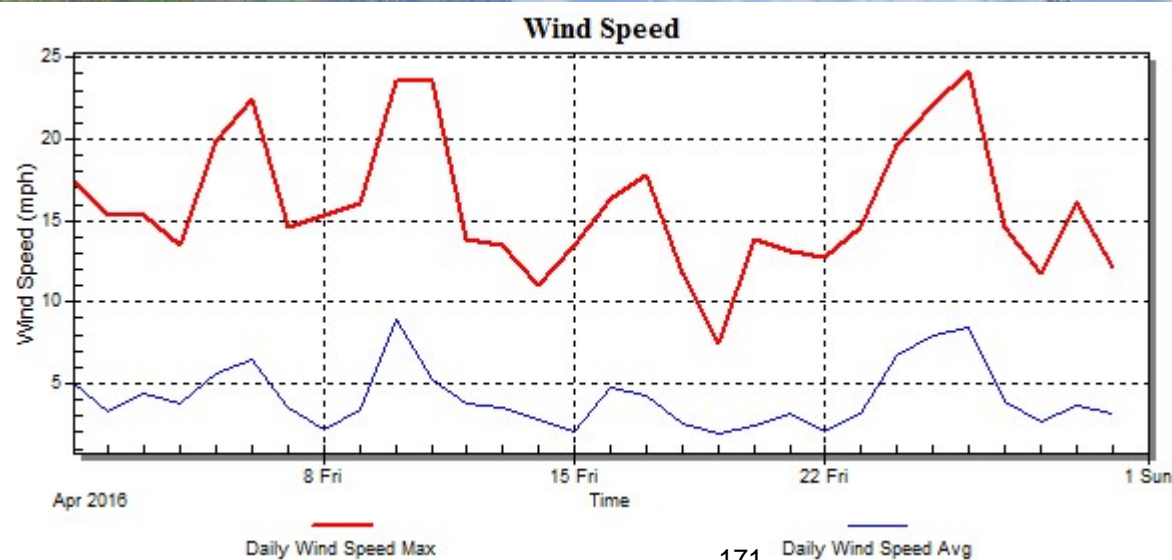
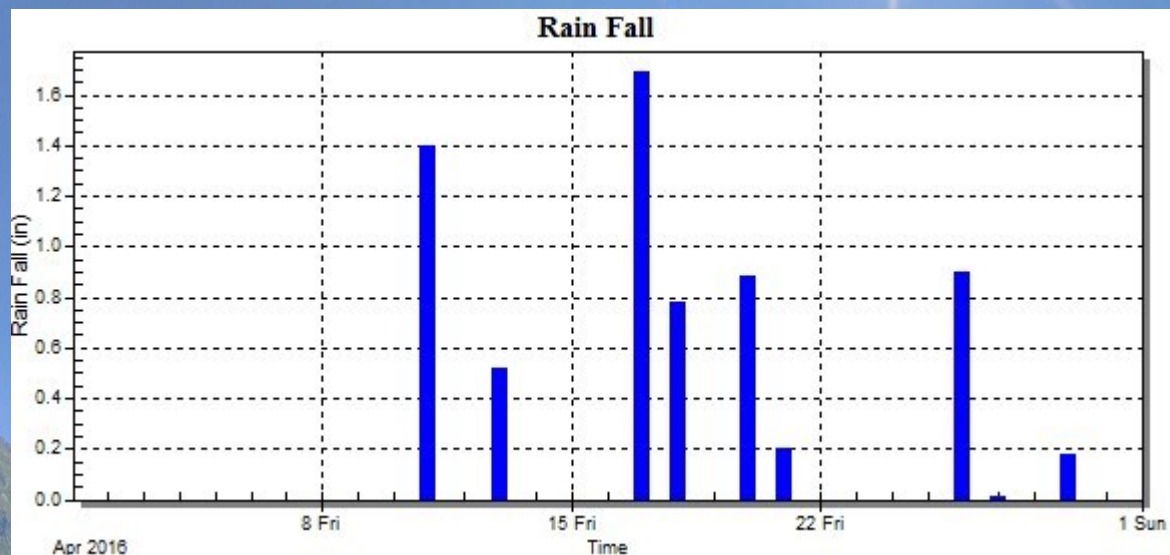


Little Elm Weather Station Website



April	
Air Temperature	
Low	42.83
High	78.51
Average	67.71

April	
Rain Fall (Inches)	
Total	6.56



April	
Wind Speed (MPH)	
Average	4.15



LITTLE ELM POLICE DEPARTMENT

(Yearly Activity Report - Summary)

2015 - 2016

OFFENSES	2015													2015 Total	2016													2016 Total	M-M % Change	Yr-Yr % Change
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan		Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec					
ASSAULTS																														
Misdemeanor	7	2	7	7	4	2	5	4	11	1	2	2	54	9	6	1	5									21	400.00	-8.70%		
Felony	4	0	0	0	2	0	1	1	2	2	1	2	15	1	4	1	5									11	400.00	175.00%		
FAMILY VIOLENCE ASSAULTS																														
Misdemeanor	8	5	7	4	11	5	7	7	4	7	2	7	74	4	4	3	12									23	300.00	-4.17%		
Felony	0	0	1	1	0	2	1	0	0	0	1	0	6	2	0	0	2									4	200.00	100.00%		
SEXUAL OFFENSES																														
Total Sexual Offenses	1	0	4	0	0	2	0	1	1	2	0	0	11	1	1	1	3									6	200.00	20.00%		
DEATH - CRIMINAL																														
Total Criminal Deaths	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									0	0.00	0.00%		
MOTOR VEHICLE THEFTS																														
Total Motor Vehicle Thefts	0	3	0	1	0	0	4	2	1	5	2	2	20	1	1	0	0									2	0.00	-50.00%		
BURGLARY																														
Residential	3	4	3	4	3	1	1	2	2	3	2	2	30	0	1	4	0									5	-100.00	-64.29%		
Motor Vehicle	0	0	1	0	8	5	4	5	7	7	13	0	50	6	1	7	10									24	42.86	2300.00%		
Business / Construction	0	1	0	1	1	0	1	0	1	2	1	0	8	2	0	6	4									12	-33.33	500.00%		
THEFT																														
Misdemeanor	9	7	3	7	10	9	6	10	8	9	11	12	101	10	10	8	6									34	-25.00	30.77%		
Felony	7	4	10	2	2	4	5	5	2	2	4	2	49	2	2	1	2									7	100.00	-69.57%		
ROBBERY																														
Individual	1	0	0	0	0	0	0	0	0	1	1	0	3	0	0	0	0									0	0.00	-100.00%		
Business	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0									0	0.00	-100.00%		
CRIMINAL MISCHIEF																														
Misdemeanor	12	4	12	7	2	0	5	7	13	6	4	2	74	12	4	5	8									29	60.00	-17.14%		
Felony	2	0	0	1	1	0	1	1	0	0	1	0	7	0	0	2	1									3	-50.00	0.00%		

ALCOHOL RELATED																												
DWI	3	1	0	1	1	4	2	3	0	3	2	5	25	1	1	4	4									10	0.00	100.00%
DUI-Minor	0	0	0	0	0	0	0	1	0	0	0	1	2	1	0	0	0									1	0.00	100.00%
Public Intoxication	0	0	1	2	2	3	3	1	2	6	2	2	24	4	7	6	9									26	50.00	766.67%
Other Alcohol Related	0	0	0	0	0	0	1	0	0	0	0	0	1	2	4	0	0									6	0.00	600.00%
DRUG RELATED																												
Possession of Drugs	6	5	6	3	6	11	6	8	5	8	8	12	84	17	23	27	19									86	-29.63	330.00%
Poss of Drug Paraphernalia	2	1	4	2	2	2	0	2	2	1	1	5	24	12	5	4	1									22	-75.00	144.44%
Manuf./ Delivery of Drugs	0	0	2	0	1	0	0	0	0	0	0	0	3	0	0	1	1									2	0.00	0.00%
TOTAL REPORTED OFFENSES																												
	65	37	61	44	56	50	53	60	61	65	58	56	666	87	74	80	92									333	15.00	60.87%

ACTIVITIES	2015													2016 Total	2016													2016 Total	M-M % Change	Yr-Yr % Change
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan		Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec					
CALLS FOR SERVICE																														
Total Calls for Service	2810	2611	3036	3435	3241	3737	4104	3633	3517	3640	3355	3410	40529	3617	3378	3385	3024									13404	-10.66	12.71%		
COMMUNITY POLICING																														
Vacation Watches	6	3	5	2	4	7	11	4	2	7	10	7	68	1	1	8	2									12	-75.00	-25.00%		
ARRESTS																														
Misdemeanor	24	36	52	35	48	40	47	16	35	30	34	42	439	66	61	69	52									248	-24.64	68.71%		
Felony	2	0	0	0	2	2	1	3	2	1	5	3	21	3	4	13	3									23	-76.92	1050.00%		
Total Arrests	26	36	52	35	50	42	48	19	37	31	39	45	460	69	65	82	55									271	-32.93	81.88%		
INVESTIGATIONS																														
New Cases	113	83	90	82	101	82	92	76	94	84	128	82	1107	75	155	97	103									430	6.18	16.85%		
Cases Cleared	70	93	86	64	88	94	74	106	31	78	121	118	1023	94	126	112	85									417	-24.11	33.23%		
Cases Declared Inactive	31	28	43	28	51	28	38	40	34	25	32	48	426	34	43	53	41									171	-22.64	31.54%		
TRAFFIC ENFORCEMENT																														
Citations - Traffic	369	389	412	444	324	520	746	463	375	335	419	364	5160	399	390	361	295									1445	-13.28	-10.47%		
Citations - Non-Traffic	11	19	13	17	12	5	15	12	11	18	22	17	172	21	23	51	19									114	-62.75	90.00%		
Total Citations	380	408	425	461	336	525	761	475	386	353	441	381	5332	420	413	412	314									1559	-23.79	-6.87%		
Warnings	328	485	533	564	444	622	591	485	420	453	416	493	5834	695	609	478	364									2146	-23.85	12.36%		
Parking Citations	105	131	143	219	116	182	110	192	139	73	72	81	1563	125	103	57	45									330	-21.05	-44.81%		
Total	433	616	676	783	560	804	701	677	559	526	488	574	7397	820	712	535	409									2476	-23.55	-1.28%		
Total Citations / Warnings	813	1024	1101	1244	896	1329	1462	1152	945	879	929	955	12729	1240	1125	947	723									4035	-23.65	-3.51%		

MOTOR VEHICLE ACCIDENTS																												
Offense Related	11	9	7	13	2	3	8	5	8	8	5	9	88	11	10	8	9									38	12.50	-5.00%
Traffic Accidents - Injury	5	3	9	10	3	6	8	7	16	7	2	7	83	9	4	6	8									27	33.33	0.00%
Traffic Accidents - No Injury	13	21	22	14	21	21	12	11	20	16	26	30	227	21	15	16	17									69	6.25	-1.43%
No Report / Blue Form	43	37	54	47	43	46	40	52	51	43	40	39	535	40	52	59	42									193	-28.81	6.63%
Total Accidents	72	70	92	84	69	76	68	75	95	74	73	85	933	81	81	89	76									327	-14.60	2.83%
FALSE ALARMS																												
	104	97	103	107	144	132	125	121	120	118	104	131	1406	103	106	91	77									377	-15.38	-8.27%

Little Elm Police Department
Support Services Division
Apr-16

	Denison	Rossmann	Olson	Phelps	Hinojosa	Totals
Monthly Totals:						
Cases Received						67
Non -Assigned						15
Cases Assigned	6	15	15	16	0	52
Cleared by Arrest	0	2	2	3	0	7
Cleared by Exception	0	11	4	3	0	18
Unfounded	14	6	4	2	0	26
Suspended	0	7	3	6	0	16
Cases Filed	0	2	3	1	0	6
Carried Over Cases	4	22	20	15	0	61
Non Case Hours	73	14.5	45	2.5	0	135

Year To Date Totals:						Totals
Cases Received						275
Non-Assigned						69
Cases Assigned	41	64	47	24	30	206
Cleared by Arrest	0	3	12	3	19	37
Cleared by Exception	0	24	16	3	15	58
Unfounded	69	8	9	2	2	90
Suspended	0	31	14	10	14	69
Cases Filed	0	3	13	1	25	42
Non Case Hours	251.5	77	275	18.5	64	686

Property Recovered:						Totals
Month:	\$ -	\$ -	\$ 18,000.00	\$ 21,000.00	\$ -	\$ 39,000.00
Year to Date:	\$ -	\$ -	\$ 77,713.30	\$ 21,150.00	\$ -	\$ 98,863.30

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 1 OF 2

DETECTIVE: Larry K. Denison

MONTH: April, 2016

SUPERVISOR: Assistant Chief Wilkerson

DATE SUBMITTED: May 2, 2016

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES	\$\$\$ Amount of Property Recovered
14001451	Agg Assault	092614		X						
15000922	Indecency with a Child	061015		X						
16000092	CPS Referral	011516	040816	X				X		
16000128	CPS Referral	012016	041316	X				X		
16000195	CPS Referral	012616	040716	X				X		
16000417	CPS Referral	021916	041116	X				X		
16000454	CPS Referral	022516	041316	X				X		
16000661	CPS Referral	032816	040716	X				X		
16000664	CPS Referral	032816	041316	X				X		
16000674	CPS Referral	032816	040116	X				X		
16000697	CPS Referral	033016	040116	X				X		
16000711	CPS Referral	033116	040116	X				X		
16000729	CPS Referral	040516	040516					X		
16000756	CPS Referral	040716	040716					X		
16000757	CPS Referral	040716	040716					X		
16000761	CPS Referral	041116								
16000779	CPS Referral	041216	041316					X		
16000781	CPS Referral	041216								

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 2 OF 2

SUPERVISOR: Assistant Chief Wilkerson

DETECTIVE: Larry K. Denison

MONTH: April, 2016

DATE SUBMITTED: May 2, 2016

CASES FILED WITH DISTRICT ATTORNEY

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

NON-CASE AND SPECIAL ASSIGNMENT ACTIVITY

DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, S/A, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, S/A, etc.)	# of Hours
Apr 6, 2016	Robbery meeting	2			
Apr 7, 2016	CID meeting about CPA	1			
Apr 12, 2016	Wellness seminar	1			
Apr 13, 2016	Property room inspection	2			
Apr 28, 2016	CPA	4			
For month	Administrative duties	63			
	Total for month	73			

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 1 OF 4

SUPERVISOR: Lieutenant Denison

**DETECTIVE: Reid R. Rossmann
MONTH: April, 2016
DATE SUBMITTED: May 2, 2016**

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
15001478	Theft 20,000-100,000	092115		X						
15002036	Theft 30,000-150,000	121815		X						
16000192	Fraud Use of ID Info	012516	041916	X			X			
16000220	Credit/Debit Card Abuse	020916	041416	X	X					
16000228	Fraud Use of ID Info	020916	040716	X	X					
16000241	Fraud Use of ID Info	020916	040716	X			X			
16000249	Incident	020916	040716	X				X		
16000287	Fraud Use of ID Info	020916	041816	X			X			
16000288	Fraud Use of ID Info	020916	040716	X			X			
16000318	Fraud Use of ID Info	021116	041916	X				X		
16000339	Credit/Debit Card Abuse	021116	041316	X	X					
16000342	Forgery	021116	042116	X			X			
16000343	Fraud Use of ID Info	021116	042216	X			X			
16000354	Incident	021116		X						
16000360	Credit/Debit Card Abuse	021216	042616	X	X					
16000376	Fraud Use of ID Info	021516		X						
16000383	Fraud Use of ID Info	021516		X						
16000406	Burglary of a Habitation	030216		X						
16000411	Fraud Use of ID Info	021916		X						
16000413	Fraud Use of ID Info	021916		X						
16000419	Fraud Use of ID Info	021916		X						
16000455	Fraud Use of ID Info	022516		X						

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 2 OF 4

**DETECTIVE: Reid R. Rossmann
MONTH: April, 2016
DATE SUBMITTED: May 2, 2016**

SUPERVISOR: Lieutenant Denison

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
16000497	Burglary of a Motor Vehicle	030916		X						
16000540	Theft 750-2,500	030916		X						
16000566	Fraud	030916		X						
16000572	Fraud Use of ID Info	031116		X						
16000595	Fraud Use of ID Info	031416		X						
16000629	Credit/Debit Card Abuse	032116	042216	X	X					
16000648	Fraud Use of ID Info	032316	040516	X	X					
16000673	Forgery	032816		X						
16000684	DWI 3 rd or More	033116	040116	X		X			1	
16000691	Issuance of Bad Check	033116	040116	X			X			
16000703	Fraud Use of ID Info	033116	041516	X	X					
16000715	Credit/Debit Card Abuse	040516	041116				X			
16000740	Fraud Use of ID Info	040516	041816				X			
16000755	Fraud Use of ID Info	040716	041216				X			
16000765	Fraud Use of ID Info	041116	041316				X			
16000795	Agg. Asslt W/ Ddly Weapon	041516	042116			X			1	
16000799	CPS referral	042116	042716					X		
16000803	Agg. Asslt W/ Ddly Weapon	041816								
16000804	Fraud Use of ID Info	041816								
16000815	CPS Referral	042516	042716					X		
16000820	Fraud Use of ID Info	042116								
16000829	CPS Referral	042116								

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 3 OF 4

**DETECTIVE: Reid R. Rossmann
MONTH: April, 2016
DATE SUBMITTED: May 2, 2016**

SUPERVISOR: Lieutenant Denison

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
16000853	CPS Referral	042516	042716					X		
16000858	CPS Referral	042516	042716					X		
16000876	Fraud Use of ID Info	042816								
16000878	CPS Referral	042816								

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 4 OF 4

SUPERVISOR: Lieutenant Denison

DETECTIVE: Reid R. Rossmann

MONTH: April, 2016

DATE SUBMITTED: May 2, 2016

CASES FILED WITH DISTRICT ATTORNEY

OFFENSE NUMBER	PERSON CHARGED	CHARGE	DATE FILED WITH D.A.	COMMENTS
16000684	Terry, Brian	DWI 3 rd or More	040116	
16000795	Dorsey, Dennis	Agg. Asslt W/ Ddly Weapon	042116	

NON-CASE AND SPECIAL ASSIGNMENT ACTIVITY

DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, S/A, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, S/A, etc.)	# of Hours
040716	Fraud Meeting in Dallas	3	041516	CID Meeting	.5
040716	CID Meeting	1	041916	Meeting with Katie Bishkin	1
040816	Meeting with the DA	2	042216	Assisted Phelps with E-file	1
041116	Meeting with James Hinson/CID Meeting	1.5	042916	Property Room	2
041216	Wellness Seminar/CID Meeting	1.5			
041316	Swearing in for new officers/CID Meeting	1.5			
041416	CID Meeting	.5		TOTAL	14.5

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 1 OF 3

DETECTIVE: E. Olson

SUPERVISOR: Lt. Denison

MONTH: April 2016

DATE SUBMITTED: 05/02/2016

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY	SUSPENDE	ARREST	EXCEPTIO	UNFOUNDE	# CASES	\$\$\$ Amount of Property Recovered
15-000931	Incident	03/15/16		X						
15-001457	Assault Causes Bodily Injury	03/15/16		X						
16-000028	Theft	01/07/16	04/15/2016	X						
16-000247	Death Investigation	02/02/16	04/12/2016	X				X		
16-000331	Crim Misch \$750-\$2,500	02/11/16		X						
16-000356	Theft of a Motor Vehicle	02/19/16	04/15/2016	X	X					\$5,000
16-000378	Assault CBI	02/15/16	04/15/2016	X			X			
16-000436	Agg Assault w/ Deadly Wep	02/23/16	04/18/2016	X				X		
16-000441	Assault CBI Fam Vio	02/23/16		X						
16-000478	Crim Misch	02/29/16	04/18/2016	X	X					
16-000487	CPS Referral	03/01/16	04/14/2016	X		X			1	
16-000506	Found Property	03/08/16	04/12/2016	X	X					
16-000524	Incident	03/11/16		X						
16-000599	Sexual Assault of a Child	03/14/16		X						
16-000631	Assault CBI Fam Vio	03/21/16	04/11/2016	X		X			2	
16-000652	Violate Protective Order	03/23/16	04/11/2016	X				X		
16-000660	Accident Involving Damage	03/24/16	04/18/2016	X			X			\$13,000
16-000667	Agg. Aslt. Retaliation Knife	03/28/16	04/11/2016	X				X		
16-000672	Missing Person	03/28/16	04/11/2016	X			X			
16-000728	Missing Person	04/05/16	04/11/2016				X			

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 3 OF 3

SUPERVISOR: Lt. Denison

DETECTIVE: E. Olson

MONTH: April 2016

DATE SUBMITTED: 05/02/2016

CASES FILED WITH DISTRICT ATTORNEY

OFFENSE NUMBER	PERSON CHARGED	CHARGE	DATE FILED WITH D.A.	COMMENTS
16-000487	Blake, Kendall	Injury to a Child	04/14/2016	
16-000631	Odom, Julius	Assault CBI Fam Vio Enh	04/15/2016	
16-000631	Odom, Julius	Invasive Visual Recording	04/15/2016	

NON-CASE AND SPECIAL ASSIGNMENT ACTIVITY

DATE	DESCRIPTION OF ACTIVITY (Training, Special Assignments or Duties, etc.)	# of Hours	DATE	DESCRIPTION OF ACTIVITY (Training, Special Assignments or Duties, etc.)	# of Hours
	Monthly Property Room Duties	15			
	Morning Staff Meetings	7			
	Sex Offender Registration Duties	2			
	Wellness Committee Meetings	1			
	Policy Review	4			
04/01/16	Crisis Negotiator Training @ Denton PD	8			
04/29/16	Training @ Lewisville CAC	8			
				Total hours for month	45

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 1 OF 3

DETECTIVE: Danny P. Phelps

MONTH: April, 2015

SUPERVISOR: Lieutenant Denison

DATE SUBMITTED: 05/02/2015

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
16000700	Burglary of a Building	040116	040816		X					
16000701	Burglary of a Building	040116	040816		X					
16000702	Burglary of a Building	040116	040816		X					
16000706	Theft	040116				X				
16000707	Criminal Mischief	040116	042616		X					
16000662	Criminal Mischief	032816	040616	X			X			
16000746	Criminal Mischief	040716								
16000651	Theft by Deception	032316		X						
16000666	Burglary of a Habitation	032516		X						
16000683	Evading Arrest in a Vehicle	032816	041816	X		X			X	
16000767	Criminal Mischief	041116	042616		X					
16000771	Criminal Mischief	041116								
16000727	Theft	033116	042616	X	X					
16000790	CPS Referral	041516	042516					X		
16000798	Burglary of a Vehicle	041816								
16000800	Burglary of a Vehicle	041816								
16000801	Criminal Mischief	041816								
16000816	Burglary of a Vehicle	041916								
16000822	CPS Referral	042216	042816				X			
16000827	Theft	042216				X				

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 2 OF 3

DETECTIVE: Danny P. Phelps

MONTH: April, 2015

SUPERVISOR: Lieutenant Denison

DATE SUBMITTED: 05/02/2015

OFFENSE NUMBER	OFFENSE	DATE ASSIGNED	DATE COMPLETED	CARRY OVER	SUSPENDED	ARREST	EXCEPTION	UNFOUNDED	# CASES FILED	\$\$\$ Amount of Property Recovered
16000837	Agg Assault SBI	042216								
16000841	DWI 2 nd	042216								
16000844	UUMV	042216	042716				X			\$21,000.00
16000863	Missing Person	042616	042616					X		
16000847	Burglary of a Building	042516								
16000848	Theft of Property	042516								
16000861	UUMV	042516								

**LITTLE ELM POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
MONTHLY CASE ASSIGNMENT**

PAGE 3 OF 3

SUPERVISOR: Lieutenant Denison

DETECTIVE: Danny P. Phelps

MONTH: April, 2015

DATE SUBMITTED: 05/02/2015

CASES FILED WITH DISTRICT ATTORNEY

OFFENSE NUMBER	PERSON CHARGED	CHARGE	DATE FILED WITH D.A.	COMMENTS
16000683	Liddell, Melvin Jerome	Evading Arrest/Detention in Vehicle	041916	

NON-CASE AND SPECIAL ASSIGNMENT ACTIVITY

DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, S/A, etc.)	# of Hours		DATE	DESCRIPTION OF ACTIVITY (Vacation, Training, S/A, etc.)	# of Hours
041416	Town Policy Review	1				
042116	Town Policy Review	1.5				
	TOTAL FOR MONTH	2.5				

APRIL 2016 ACCIDENTS TIME / DAY

REPORTABLE

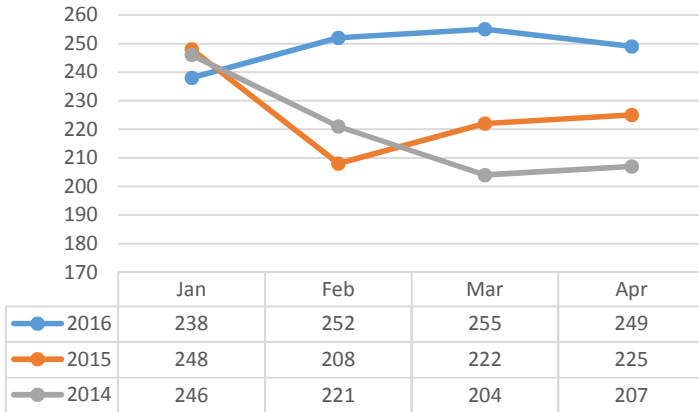
TIMES	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL
0600-0700	0	0	0	0	0	0	0	0
0700-0800	1	1	0	1	0	0	0	3
0800-0900	0	1	0	0	2	0	0	3
0900-1000	0	0	0	0	1	0	0	1
1000-1100	0	0	0	0	0	1	0	1
1100-1200	0	0	2	0	0	2	0	4
1200-1300	0	0	1	0	0	0	1	2
1300-1400	0	1	0	0	0	1	0	2
1400-1500	0	0	0	0	1	0	1	2
1500-1600	1	1	1	0	0	0	0	3
1600-1700	1	0	0	1	0	1	1	4
1700-1800	0	0	0	0	1	0	0	1
1800-1900	0	1	1	0	0	1	0	3
1900-2000	0	0	0	0	1	0	0	1
2000-2100	0	0	0	0	0	1	0	1
2100-2200	0	0	0	0	0	0	0	0
2200-2300	0	0	0	0	0	0	0	0
2300-0000	0	0	0	0	0	0	0	0
0000-0100	0	0	0	0	0	0	1	1
0100-0200	0	0	0	0	0	0	0	0
0200-0300	0	0	0	0	0	0	0	0
0300-0400	0	0	0	0	0	0	0	0
0400-0500	0	0	0	0	0	0	1	1
0500-0600	0	0	0	0	0	0	1	1
TOTAL	3	5	5	2	6	7	6	34

NON-REPORTABLE

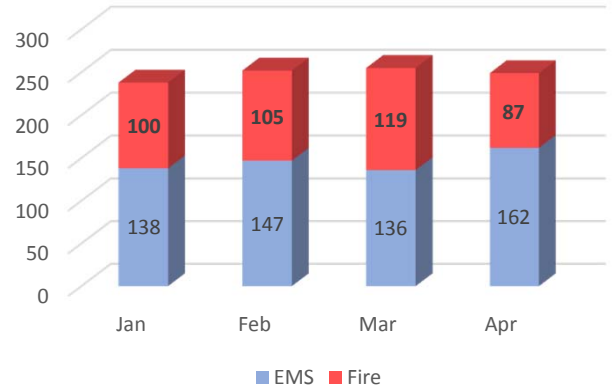
TIMES	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL
0600-0700	0	0	0	0	0	0	0	0
0700-0800	0	0	0	1	0	0	0	1
0800-0900	0	0	0	0	0	0	0	0
0900-1000	0	0	1	1	1	0	0	3
1000-1100	0	0	1	1	0	0	0	2
1100-1200	0	0	1	0	0	2	0	3
1200-1300	0	2	0	0	0	1	1	4
1300-1400	0	0	0	2	1	0	0	3
1400-1500	0	2	1	0	0	0	0	3
1500-1600	0	1	0	0	2	1	0	4
1600-1700	0	0	0	2	1	0	0	3
1700-1800	0	1	0	0	0	2	1	4
1800-1900	0	0	1	0	1	0	1	3
1900-2000	0	0	0	0	1	1	1	3
2000-2100	0	1	0	0	0	1	0	2
2100-2200	0	0	0	1	0	0	0	1
2200-2300	0	0	0	0	1	0	0	1
2300-0000	0	0	0	0	1	0	0	1
0000-0100	0	0	0	0	0	0	0	0
0100-0200	0	0	0	0	0	0	0	0
0200-0300	0	0	1	0	0	0	0	1
0300-0400	0	0	0	0	0	0	0	0
0400-0500	0	0	0	0	0	0	0	0
0500-0600	0	0	0	0	0	0	0	0
TOTAL	0	7	6	8	9	8	4	42

Little Elm Fire Department April 2016 - Activity Report

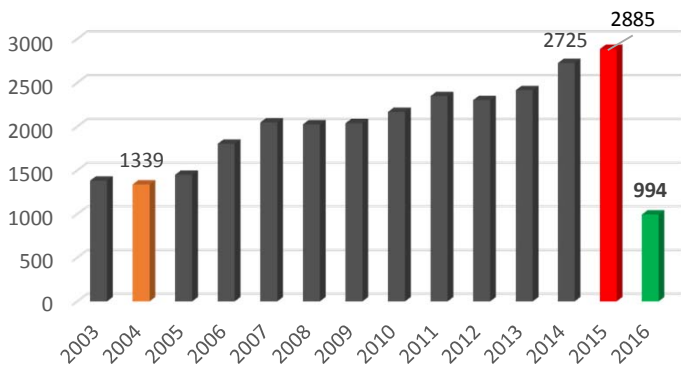
2014-2016 Year by Month Comparison



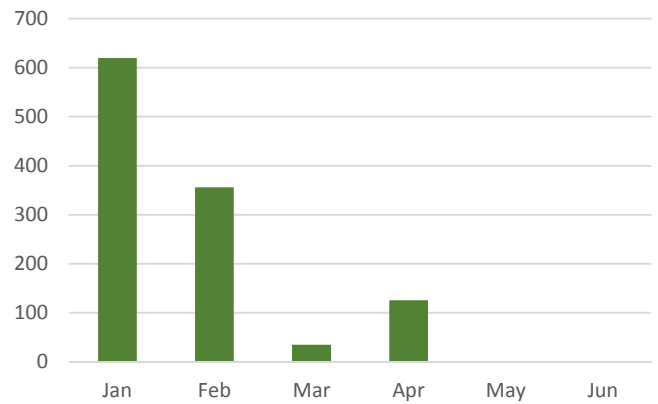
2016 - EMS versus FIRE by Month



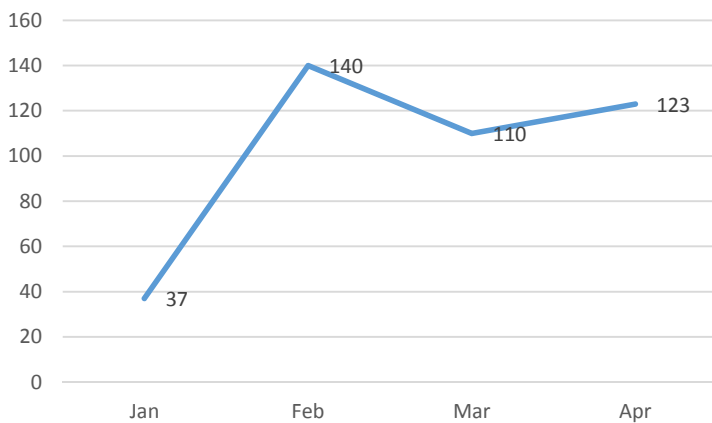
Current YTD Totals Compared to Previous Years



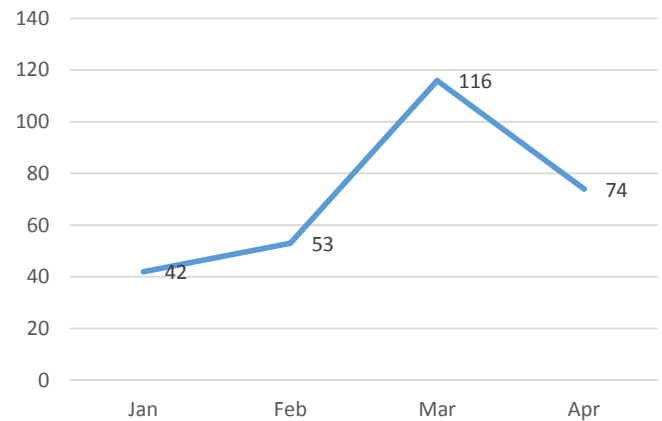
2016 Training Hours by Month



2016 Inspections by Month



2016 Plan Review by Month



Parks, Recreation & Library

Upcoming...

- Minecraft Mania
- School's Out Beach Party
- Library Summer Reading Program
- Craft Brew & Que
- YMCA Summer Camps @ the Rec
- Summer Bash
- Senior Center Botanical Gardens Trip

Senior Center Fun

The Senior Center hosted a painting exhibit for local artists. There were 26 exhibitors that showed their artwork and approximately 125 people that enjoyed all the beautiful art.

The Seniors had a great time in Fredericksburg and San Antonio. They enjoyed 5 days and 4 nights experiencing the history of San Antonio and the beautiful Hill Country. They had 35 participants on this exciting trip.



Recreation Division

Our Recreational Summer Programming is taking flight and starting in full swing!

Exploring Dance has been a big hit. For Spring, we had 27 dancers registered over 3 classes. We're adding an additional class for Summer.

Our Creative Arts program continues to fill up. These 6-week sessions have been a huge success with 17 art-enthused kids exploring their creative side. Registration has opened for Session 3 "Gone Camping" where kids will design crafts using items from the Great Outdoors.

Group Fitness classes and Personal Training sessions are booming. We had over 1200 in attendance for our group fitness classes in April.



Athletics & Aquatics Division

25 kids participated in Youth Activity Night. We played basketball, pickleball, volleyball, and soccer. Youth Activity Night is free to members of the Recreation Center, ages 8-13.

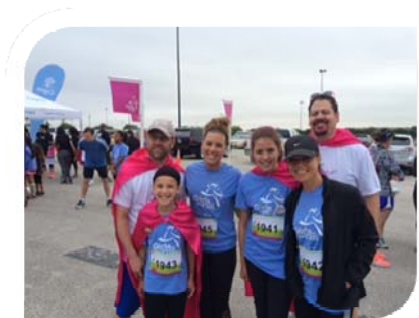
April concluded the Girls on the Run program. This program met every Monday and Thursday this Spring and concluded with a 5k celebration at Lonestar Park in Grand Prairie. The girls all finished strong and ran with their running buddy. They all picked their fathers as their running buddies. Spring 2016 season was the first time this program was offered in Little Elm. The program will kick-off a new season in Fall 2016.

Exploring Sports was offered for a second time and concluded with 10 registered participants. This program is offered every Friday morning to kids ages 3-6 and registration is offered on a monthly basis. The kids learn how to dribble, bat, throw, catch, and kick.

Sun East Volleyball Club offered 2 free sand volleyball clinics at The Beach. 24 kids attended the clinics on two separate nights. Sun East also operates a league for juniors on Tuesday evenings.

Adult Basketball concluded their Spring 2016 league with Team KFC finishing 1st place. The next league is set to kick-off May 25.

Registrations have begun for swim lessons for the Summer 2016 season. We currently have 252 kids enrolled in swim lessons, and 5 adults for private lessons. The aquatics divisions provided opportunities to employ 10 Water Safety Instructors and 10 Lifeguards throughout the summer. Currently, there are 8 WSI's and 10 Lifeguards on board. Lifeguard in-service training will be held at the Stardust Ranch pool this year.



Library Fun

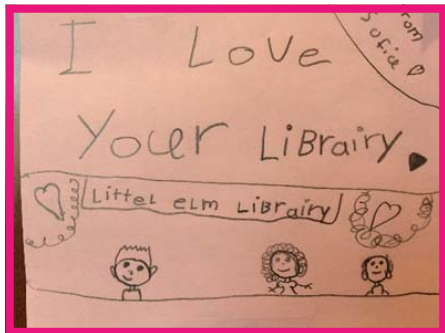
The month of April got off to a delightful start with a note of appreciation from young story time attendee Sofia.

Library staff got to meet the public at the Town's first Town Expo/Touch a Truck event. Visitors of all ages stopped by to get information on upcoming library programs and events, created a "make and take" bookmark, and left their mark at the Craft Station.

Attendees at our Monthly Maker program combined physics and fun to make marshmallow shooters, and learn about different types of shooters and blow guns from different countries through history. The program wrapped up with a fun competition to see who could shoot their marshmallow the farthest, which soon turned into an all-out battle.

Professional organizer Rochelle Rodriguez brought her "Living Uncluttered" organizing class to the library, where she taught attendees the latest tips, tricks and products to help bring order to chaos in closets and homes.

Manager, Lynette Roberson and Youth Services Librarian, Kelli Phelan attended the Texas Library Association's Annual Conference in Houston, as members of TLA's PR & Marketing Committee, and the Texas Bluebonnet Award Program Committee, respectively.



At The Beach

Parks & Recreation now offers kayak and stand-up paddleboard rentals, through Discover Kayak. With the nice weather, we have had many rentals at The Beach. Discover Kayak is also offering classes such as Basic SUP, all levels of kayaking, Saturday Sunset Tours, private instructions, and more.

Discover Kayak and Mariner Sails hosted a Demo Day at The Beach with demonstrations of stand-up paddleboards and kayaks. This event was a big success with over 500 visitors taking advantage of the free demos.

