



**WORKSHOP & REGULAR MEETING
OF THE TOWN COUNCIL**

Tuesday, January 5, 2021

6:00 PM

Little Elm Town Hall

100 W Eldorado Parkway, Little Elm, TX 75068

1. Notice Regarding Public Participation and Town Council/Town Staff Attendance.

Due to the COVID-19 (coronavirus) public health emergency, and in an effort to reduce in-person meetings that assemble large groups of people, Governor Greg Abbott has granted a temporary suspension of certain rules to allow for (1) town council members and town employees to participate in a town council meeting via videoconference call or other remote electronic means without a physical quorum of council members being present at the site of the meeting; and (2) the use of videoconferencing and other remote means to allow the public to observe the meeting and, when required, to participate in the public meeting.

In an effort to reduce the spread of the virus, for the January 5, 2021, Town Council meeting, individuals will be able to address the Council on any topic through submission of the web form below. Forms received will be recorded into the record and be given to the Town Council. To access the videoconference online, follow these instructions:

- To join the Zoom meeting, click <https://zoom.us/j/99229148458>.
- To view the live stream meeting, click <https://www.littleelm.org/1258/Agendas-Minutes-Video>

Individuals who wish to speak directly to Town Council may attend the meeting in-person.

2. Call to Order Council Workshop at 6:00 p.m.

A. Invocation.

- B. Pledge to Flags.
- C. Items to be Withdrawn from Consent Agenda.
- D. Emergency Items if Posted.
- E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.
- F. Presentation of Monthly Updates.
- G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

3. **Workshop.**

- A. Present and Discuss **Proposed Charter Amendments from the Canceled May 2020 Election.**
- B. Present and Discuss the **Planned Development and History of Lakeshore Plaza Development and Adjacent Properties.**

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

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. Consider Action to Approve the **Minutes from the December 15, 2020, Regular Meeting.**
- B. Consider Action to Approve an **Agreement between the Town of Little Elm and Paul J. Liston, as an Independent Contractor in the Position of the Little Elm Municipal Court Prosecutor for a One Year Term and Shall Automatically Renew on October 1st of Each Year Thereafter.**
- C. Consider Action to Approve the **2021 Strategic Plan.**

- D. Consider Action to Approve **Ordinance No. 1586 Providing for Refuse Rates; Providing for a Repealing Clause; Providing for a Severability Clause; and, Providing an Effective Date for Community Waste Disposal for an Annual Market Adjustment per the Current Service Contract.**
- E. Consider Action to Approve **Resolution 0105202101 for the Submission of a Grant Application to the Office of the Governor, Criminal Justice Division for the Town of Little Elm Police Department to Receive Grant Funding for Night Vision Devices for the Little Elm Police Department SWAT Team.**
- F. Consider Action to Approve the **Final Acceptance of the French Settlement Road Construction Project (Contract #2019-163).**
- G. Consider Action to Approve the **Final Acceptance of the Bluewater Drive Retaining Wall Project.**
- H. Consider Action to Approve the **Final Acceptance of the Dickson Lane Traffic Signal Project (Contract #2020-05).**
- I. Consider Action to Approve the **Final Acceptance of the Canyon Lake Retaining Wall Project.**
- J. Consider Action to Award a **Construction Contract for the Little Elm Park Swim Beach Sidewalk Project to GRod Construction and Authorize the Town Manager to Execute the Contract in an Amount Not to Exceed \$170,000.00.**

7. **Public Hearings.**

- A. Continue the Public Hearing, Present, Discuss, and Consider Action to Approve **Ordinance No. 1581, a Request to Rezone Approximately 4.4 acres of Land from Lakefront (LF) w/ Specific Use Permit for Child Care Center to Planned Development-Lakefront (PD-LF) to Allow for the Use of Mixed-Use and Commercial with Modified Development Standards, Generally Located at the Southwest Corner of Eldorado Parkway and Hillside Drive, within Little Elm's Town Limits.**
 - 1. Staff Report:
 - 2. Open Public Hearing:
 - 3. Receive Public Comments:
 - 4. Close Public Hearing:
 - 5. Discuss and Take Action:
- B. Consider Action to Approve a **Development Agreement between the Town of Little Elm and Matt Mahdi Shekari with Lake Shore Plaza Authorize the Town Manager to Execute Amendment for the Same Subject to the Planned Development Ordinance.**

- C. Conduct a Public Hearing, Present, Discuss, and Consider Action to Approve **Ordinance No. 1587, Proposed Amendments to the Zoning Ordinance.**

1. Staff Report:
2. Open Public Hearing:
3. Receive Public Comments:
4. Close Public Hearing:
5. Discuss and Take Action:

- D. Conduct a Public Hearing, Present, Discuss, and Consider Action to Approve **Ordinance No. 1588, a Request to Rezone Approximately 4.445 acres of land from Manufactured Home (MH-1) to Duplex (D), Generally Located Approximately 225 feet to the South and West of the Misty Way and Woodgrove Drive Intersection, within Little Elm's Town Limits.**

1. Staff Report:
2. Open Public Hearing:
3. Receive Public Comments:
4. Close Public Hearing:
5. Discuss and Take Action:

- E. Conduct a Public Hearing, Present, Discuss, and Consider Action to Approve **Ordinance No. 1589, a Request to Amend Planned Development Ordinance No.1283 on Approximately 35.0 acres of land, Generally Located at the Northwest Corner of U.S. Highway 380 and FM 2931, within Little Elm's Town Limits.**

1. Staff Report:
2. Open Public Hearing:
3. Receive Public Comments:
4. Close Public Hearing:
5. Discuss and Take Action:

8. **Convene in Executive Session pursuant to Texas Government Code:**

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and 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 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
 - Town Secretary
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

9. **Reconvene into Open Session**

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and 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 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
 - Town Secretary
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

10. **Adjourn.**

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 214-975-0452 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 Town's website this 31st day of December 2020 before 5:00 p.m.



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 3. A.
Department: Administrative Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Caitlan Biggs, Managing Director of Strategic Services

AGENDA ITEM:

Present and Discuss **Proposed Charter Amendments from the Canceled May 2020 Election.**

DESCRIPTION:

In August 2019, the Town Council appointed a Charter Review Committee to review the Town's Charter in accordance with Section 15.02 that requires a review every two years. The residents appointed to the committee were:

- Brian Smith
- Casey Russell
- Jennifer Ward
- Jim Manning
- Larry Dyer
- Michael McClellan
- Ron Trees

The committee convened on October 8 and presented two recommendations to Town Council at the November 5, 2019, regular meeting:

- Proposal #1: Increasing Mayor and Council Member pay from \$25 per meeting to \$100 per meeting for the Mayor and \$50 per meeting for Council Members.
- Proposal #2: Change the budget adoption date from September 15 to September 30.

In addition, the committee presented three other considerations for Town Council:

- Proposal #3: Changing the frequency of the Charter Review Committee from two years to four years.
- Proposal #4: Changing one District seat to an At-Large seat.
- Proposal #5: Changing the number of consecutive three-year terms to two instead of three.

The full presentation is included as an attachment to this item.

During the November 5, 2019, regular meeting, Town Council discussed all five proposals and motioned to include the following on the May 2020 election ballot:

- Proposal #1: Increasing Mayor and Council Member pay from \$25 per meeting to \$100 per meeting for the Mayor and \$50 per meeting for Council Members, effective June 1, 2021.
- Proposal #2: Change the budget adoption date from September 15 to September 30.
- Proposal #3: Changing the frequency of the Charter Review Committee from two years to four years.

However, the May 2020 election was canceled in February 2020 because all places for the TownCouncil ballot were unopposed.

Staff is bringing forward this item for Town Council to discuss and give direction on the inclusion of these charter amendment proposals in the May 2021 election. The Charter Review Committee will need to be appointed again in late summer/early fall 2021. A memo that outlines previous charter amendments is included as a separate attachment to this item.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends direction from Town Council.

Attachments

Presentation - 2019 Charter Review Committee Recommendations

Memo - Previous Charter Amendments



Charter Review Committee 2019

Overview

- Original charter adopted in May 2001
- Has been amended 2005, 2009, 2011, and 2015
- Most recent committee met in 2017
 - Recommendation to Council did not move forward

Recommendations



LITTLE ELM

Proposal #1

- Mayor and Council Pay
 - Currently \$25 per meeting
- Recommendation
 - \$100 per meeting for Mayor
 - \$50 per meeting for Council Members

Proposal #2

- Budget Adoption Date
 - Currently must be adopted by September 15
- Recommendation
 - Change date to September 30

Other Considerations



LITTLE ELM

Proposal #3

- Frequency of Charter Review
 - Currently must be reviewed every two years
 - Consideration of changing frequency to every four years
- No change at this time

Proposal #4

- Council Seats
 - Currently two elected at-large and four by district
 - Consideration of changing an at-large seat to a potential district seat
- No change at this time

Proposal #5


- Council Terms
 - Currently (3) 3-year consecutive terms
 - Consideration of changing to (2) 3-year consecutive terms
- No change at this time

A tall, metal lattice water tower stands against a clear sky. The words "LITTLE ELM" are painted in large, bold, black letters on the upper cylindrical tank. The tower is supported by a complex network of steel beams and cross-bracing. In the background, a line of green trees is visible under a soft, hazy light, suggesting dawn or dusk. The overall scene is peaceful and iconic for the community.

DISCUSSION

MEMORANDUM

TO: The Little Elm Charter Review Committee

FROM: Robert F. Brown, Town Attorney 

CC: Matt Mueller, Town Manager
Laura Avis, Sr. Administrative Assistant

DATE: November 17, 2017

RE: Charter Amendment Review Materials for Consideration for Potential May 2018 Charter Amendment Election

I.

History and Memorandum Purpose

The Town's Charter was originally adopted by the voters in May 2001, and was amended in May 2005, May 2009, May 2011, and November 2015. In the Charter election in 2009, 5 Charter propositions failed; 6 passed. At the May 2011 election, voters were asked to consider the passage of 7 propositions to amend the Charter, including a requirement that a Charter Review Committee be appointed every two years to review the Charter for recommended Charter amendments, and to provide for operating provisions of the Charter Review Committee. That proposition, along with 5 others, was approved by the voters in 2011; one proposition failed. In November 2015, 4 propositions passed; 1 failed. The current charter, showing the changes made in 2015, is provided with this memo.

The Charter section adopted in May 2011 regarding the Charter Review Committee provides as follows:

SECTION 15.02. CHARTER REVIEW COMMITTEE

- A. The Town Council shall establish and appoint a Charter Review Committee to review and make recommendations regarding the Town Charter. The Charter Review Committee shall be composed of not fewer than seven (7) residents of the Town, and shall be established and appointed by Town Council at least every two (2) years from the date that the prior Charter Review Committee concluded its operations. The Charter Review Committee shall be established and appointed not less than nine (9) months before the selected election date at which any proposed Charter amendments may be considered.

- B. It shall be the duty of the Charter Review Committee to do the following:
 - 1. Inquire into the operation of the Town government under the Charter provisions and determine whether any such provisions require revision. To this end, public hearings may be held; and the Charter Review Committee shall have the power to compel the attendance of any officer or employee of the Town and to require the submission of any non-privileged and non-confidential Town records which the Charter Review Committee may determine is necessary to conduct such hearings.
 - 2. Propose any recommendations to the Town Manager and Town Council that the Charter Review Committee may determine are desirable to ensure compliance with the provisions of this Charter by the Town's departments.
 - 3. Propose amendments to the Charter to improve the effective application of the Charter to current conditions.
 - 4. Report the Charter Review Committee's findings and present its proposed amendments, if any, to the Town Council. Any report of the Charter Review Committee shall be delivered to the Town Attorney at least fifteen (15) days prior to its presentation to the Town Council. Within such time, and no later than ten (10) days prior to its presentation to the Town Council, the Town Attorney shall advise the Charter Review Committee in writing of any changes in proposed amendments which the Town Attorney deems necessary or desirable. A copy of the Town Attorney's recommendations shall be attached to the report of the Charter Review Committee at the time of its presentation to the Town Council.
- C. The Town Council shall receive any Charter Review Committee report and have published in a newspaper of general circulation in the Town all proposed amendments recommended by the final report of the Charter Review Committee.
- D. The term of office of the Charter Review Committee shall not exceed nine (9) months. If during such term, no report is presented to the Town Council, then all records of the proceedings of the Charter Review Committee shall be filed with the Town Secretary.

This Charter Review Committee was appointed as per Section 15.02 of the Charter.

In 2011, all 7 proposed propositions recommended by the 2010-2011 Charter Review Committee were selected by the Council for inclusion on the May 2011 ballot. In 2013, the 3 recommended propositions from the 2012-2013 Charter Review Committee were declined by the Council, which chose not to place any Charter amendments before the May 2013 voters. In 2015, all of the recommended propositions from the 2014-2015 Charter Review Committee were put on the ballot by the Council.

This memorandum seeks to review the 4 propositions that passed in 2015 and the one that failed, as well as provide some history on prior Charter amendment efforts.

II.

2015 Amendments

The propositions put to the voters in November 2015 are listed below. The Charter changes are highlighted in yellow.

PROPOSITION NO. 1

Shall Section 3.03 of the Town Charter be amended to increase the limitation on successive terms of office for Mayor and Council Members from not more than two (2) successive terms to not more than three (3) successive terms?

Prior version of Charter Section 3.03.

SECTION 3.03 LIMITATION ON SUCCESSIVE TERMS

No person shall serve as Mayor for more than two (2) successive terms, and no person shall serve as Council Member for more than two (2) successive terms. A term of office shall be for a period of three (3) years or any portion thereof.

Current version of Charter Section 3.03. **THIS AMENDMENT PASSED.**

SECTION 3.03 LIMITATION ON SUCCESSIVE TERMS

No person shall serve as Mayor for more than three (3) successive terms, and no person shall serve as Council Member for more than three (3) successive terms. A term of office shall be for a period of three (3) years.

PROPOSITION NO. 2

Shall Section 9.01 of the Town Charter be amended to change the membership of the Planning and Zoning Committee from five (5) members and four (4) alternate members to seven (2) members and two (2) alternate members?

Prior version of Charter Section 9.01.

SECTION 9.01 PLANNING AND ZONING COMMISSION

The Town Council shall create a Planning and Zoning Commission of the Town of Little Elm and shall appoint five (5) members and four (4) alternate members, each member of the Planning and Zoning Commission shall be a citizen of Town of Little Elm. Members shall be appointed for three (3) year staggered terms; provided, however, that members of the Planning and Zoning Commission serve at the pleasure of the Town Council and may be removed, without cause, by an affirmative vote of the majority of the full membership of the Town Council. Such appointees shall serve without compensation and may not hold any elective office of the State of Texas or any other political subdivision thereof during their terms. A vacancy in an unexpired term shall be filled by the Town Council for the remainder of the term. The majority of the appointed members shall constitute a quorum, and decisions may only be made with the affirmative vote of a majority of these members present and voting. The Planning and Zoning Commission shall select from any of its members a Chairman and Vice Chairman.

Current version of Charter Section 9.01. ***THIS AMENDMENT PASSED.***

SECTION 9.01 PLANNING AND ZONING COMMISSION

The Town Council shall create a Planning and Zoning Commission of the Town of Little Elm and shall appoint **seven (7) members and two (2) alternate members**, each member of the Planning and Zoning Commission shall be a citizen of Town of Little Elm. Members shall be appointed for three (3) year staggered terms; provided, however, that members of the Planning and Zoning Commission serve at the pleasure of the Town Council and may be removed, without cause, by an affirmative vote of the majority of the full membership of the Town Council. Such appointees shall serve without compensation and may not hold any elective office of the State of Texas or any other political subdivision thereof during their terms. A vacancy in an unexpired term shall be filled by the Town Council for the remainder of the term. The majority of the appointed members shall constitute a quorum, and decisions may only be made with the affirmative vote of a majority of these members present and voting. The Planning and Zoning Commission shall select from any of its members a Chairman and Vice Chairman.

PROPOSITION NO. 3

Shall Section 9.02 of the Town Charter be amended to change the membership of the Board of Adjustments from five (5) members and four (4) alternate members to five (5) members and two (2) alternate members?

Prior version of Charter Section 9.02.

SECTION 9.02 BOARD OF ADJUSTMENTS

The Town Council shall appoint a Board of Adjustments comprising of five (5) regular members and four (4) alternate members for two (2) year staggered terms, all Members of which shall be citizens of the Town of Little Elm. The Board of Adjustments shall be governed by Chapter 211, Texas Local Government Code, or other applicable laws, and have such additional duties as maybe prescribed by ordinance or applicable state law. A vacancy on the board shall be filled by Town Council for the unexpired term.

Current version of Charter Section 9.02. THIS AMENDMENT PASSED.

SECTION 9.02 BOARD OF ADJUSTMENTS

The Town Council shall appoint a Board of Adjustments comprising of five (5) regular members and two (2) alternate members for two (2) year staggered terms, all Members of which shall be citizens of the Town of Little Elm. The Board of Adjustments shall be governed by Chapter 211, Texas Local Government Code, or other applicable laws, and have such additional duties as maybe prescribed by ordinance or applicable state law. A vacancy on the board shall be filled by Town Council for the unexpired term.

PROPOSITION NO. 4

Shall Section 15.02 of the Town Charter be amended to change the requirement that the Charter Review Committee meet every two (2) years to a requirement that the Charter Review Committee meet every four (4) years?

Prior version of Charter Section 15.02.

SECTION 15.02. CHARTER REVIEW COMMITTEE

- A. The Town Council shall establish and appoint a Charter Review Committee to review and make recommendations regarding the Town Charter. The Charter Review Committee shall be composed of not fewer than seven (7) residents of the Town, and shall be

established and appointed by Town Council at least every two (2) years from the date that the prior Charter Review Committee concluded its operations. The Charter Review Committee shall be established and appointed not less than nine (9) months before the selected election date at which any proposed Charter amendments may be considered.

B. It shall be the duty of the Charter Review Committee to do the following:

1. Inquire into the operation of the Town government under the Charter provisions and determine whether any such provisions require revision. To this end, public hearings may be held; and the Charter Review Committee shall have the power to compel the attendance of any officer or employee of the Town and to require the submission of any non-privileged and non-confidential Town records which the Charter Review Committee may determine is necessary to conduct such hearings.
2. Propose any recommendations to the Town Manager and Town Council that the Charter Review Committee may determine are desirable to ensure compliance with the provisions of this Charter by the Town's departments.
3. Propose amendments to the Charter to improve the effective application of the Charter to current conditions.
4. Report the Charter Review Committee's findings and present its proposed amendments, if any, to the Town Council. Any report of the Charter Review Committee shall be delivered to the Town Attorney at least fifteen (15) days prior to its presentation to the Town Council. Within such time, and no later than ten (10) days prior to its presentation to the Town Council, the Town Attorney shall advise the Charter Review Committee in writing of any changes in proposed amendments which the Town Attorney deems necessary or desirable. A copy of the Town Attorney's recommendations shall be attached to the report of the Charter Review Committee at the time of its presentation to the Town Council.

C. The Town Council shall receive any Charter Review Committee report and have published in a newspaper of general circulation in the Town all proposed amendments recommended by the final report of the Charter Review Committee.

- D. The term of office of the Charter Review Committee shall not exceed nine (9) months. If during such term, no report is presented to the Town Council, then all records of the proceedings of the Charter Review Committee shall be filed with the Town Secretary.

Suggested version of Charter Section 15.02. THIS WAS THE ONLY AMENDMENT THAT DID NOT PASS IN 2015

SECTION 15.02. CHARTER REVIEW COMMITTEE

- A. The Town Council shall establish and appoint a Charter Review Committee to review and make recommendations regarding the Town Charter. The Charter Review Committee shall be composed of not fewer than seven (7) residents of the Town, and shall be established and appointed by Town Council at least every **four (4)** years from the date that the prior Charter Review Committee concluded its operations. The Charter Review Committee shall be established and appointed not less than nine (9) months before the selected election date at which any proposed Charter amendments may be considered.
- B. It shall be the duty of the Charter Review Committee to do the following:
1. Inquire into the operation of the Town government under the Charter provisions and determine whether any such provisions require revision. To this end, public hearings may be held; and the Charter Review Committee shall have the power to compel the attendance of any officer or employee of the Town and to require the submission of any non-privileged and non-confidential Town records which the Charter Review Committee may determine is necessary to conduct such hearings.
 2. Propose any recommendations to the Town Manager and Town Council that the Charter Review Committee may determine are desirable to ensure compliance with the provisions of this Charter by the Town's departments.
 3. Propose amendments to the Charter to improve the effective application of the Charter to current conditions.
 4. Report the Charter Review Committee's findings and present its proposed amendments, if any, to the Town Council. Any report of the Charter Review Committee shall be delivered to the Town Attorney at least fifteen (15) days

prior to its presentation to the Town Council. Within such time, and no later than ten (10) days prior to its presentation to the Town Council, the Town Attorney shall advise the Charter Review Committee in writing of any changes in proposed amendments which the Town Attorney deems necessary or desirable. A copy of the Town Attorney's recommendations shall be attached to the report of the Charter Review Committee at the time of its presentation to the Town Council.

- C. The Town Council shall receive any Charter Review Committee report and have published in a newspaper of general circulation in the Town all proposed amendments recommended by the final report of the Charter Review Committee.
- D. The term of office of the Charter Review Committee shall not exceed nine (9) months. If during such term, no report is presented to the Town Council, then all records of the proceedings of the Charter Review Committee shall be filed with the Town Secretary.

PROPOSITION NO. 5

Shall Sections 2.01 and 11.01 of the Town Charter be amended to change the Town Council election system so that one Town-wide, at-large, position, is elected in every May election year starting with the election in May, 2020?

Prior versions of Charter Sections 2.01 and 11.01.

SECTION 2.01 FORM OF GOVERNMENT

Municipal government for the Town of Little Elm shall be a "council-manager government." Except as otherwise provided by this Charter and the Constitution and laws of the State of Texas, all powers conferred on the Town shall be exercised by a Town Council to be composed of a Mayor and six (6) Council Members in places 1, 2, 3, 4, 5 and 6 elected by qualified voters for a term of three (3) years, with the exception of Council Members in places 2, 3, 4 and 5, which shall be elected by the qualified voters of each of the respective Council districts as provided for in Chapter 3. The Mayor and Council Members in places 1 and 6 shall be elected by the qualified voters of the Town at-large.

SECTION 11.01 TOWN ELECTIONS

Beginning on the 1st Saturday in May 2002, each qualified voter shall be entitled to vote for the offices of Council Members for Places 1, 2, 4 and 6. The Council Members elected in single member district places 2 and 4 shall serve for

an initial term of two (2) years, or until the regular election in May 2004. The Council Members elected in at-large places 1 and 6 shall serve for a term of three (3) years. The Mayor and Council Members in single member district Places 3 and 5 will be elected in May, 2003, for a term of three (3) years. Thereafter, all Council Members shall be elected for a term of three (3) years. All qualified voters of the state who reside within the Town of Little Elm shall have the right to vote in the Town elections.

Current versions of Charter Sections 2.01 and 11.01.

THIS AMENDMENT PASSED.

SECTION 2.01 FORM OF GOVERNMENT

Municipal government for the Town of Little Elm shall be a "council-manager government." Except as otherwise provided by this Charter and the Constitution and laws of the State of Texas, all powers conferred on the Town shall be exercised by a Town Council to be composed of a Mayor and six (6) Council Members in places 1, 2, 3, 4, 5 and 6 elected by qualified voters for a term of three (3) years, with the exception of Council Members in places 2, 3, 4 and 5, which shall be elected by the qualified voters of each of the respective Council districts as provided for in Chapter 3. The Mayor and Council Members in places 1 and 6 shall be elected by the qualified voters of the Town at-large. Beginning with the election in May, 2020, place 1 shall be for a term of two (2) years until the election in May, 2022, after which time place 1 shall be for a term of three (3) years from that election going forward. Beginning with the election in May, 2021, place 5 shall be for a term of two (2) years until the election in May, 2023, after which time place 5 shall be for a term of three (3) years from that election going forward.

SECTION 11.01 TOWN ELECTIONS

Beginning on the 1st Saturday in May 2002, each qualified voter shall be entitled to vote for the offices of Council Members for Places 1, 2, 4 and 6. The Council Members elected in single member district places 2 and 4 shall serve for an initial term of two (2) years, or until the regular election in May 2004. The Council Members elected in at-large places 1 and 6 shall serve for a term of three (3) years. The Mayor and Council Members in single member district Places 3 and 5 will be elected in May, 2003, for a term of three (3) years. Thereafter, all Council Members shall be elected for a term of three (3) years. All qualified voters of the state who reside within the Town of Little Elm shall have the right to vote in the Town elections.

Beginning with the election in May, 2020, the Council Member elected in at-large place 1 shall serve for a term of two (2) years until the election in May, 2022, after which time the Council Member elected in at-large place 1 shall serve a term of three (3) years from that election going forward. Beginning with the

election in May, 2021, the Council Member elected in single member district place 5 shall serve for a term of two (2) years until the election in May, 2023, after which time the Council Member elected in single member district place 5 shall serve a term of three (3) years from that election going forward.

Rationale for Election Changes

With this process, the Town would have the following single-member places ("**SM**") and at-large places ("**AL**") up for election in the following years:

2020: Place 1 (AL) (beginning of 2-year term), Place 6 (AL)

2021: Mayor (AL), Place 3 (SM), Place 5 (SM) (beginning of 2-year term)

2022: Place 1 (AL) (end of 2-year term, start of 3-year term), Place 2 (SM), Place 4 (SM)

2023: Place 5 (SM) (end of 2-year term, start of 3-year term), Place 6 (AL)

2024: Mayor (AL), Place 3 (SM)

2025: Place 1 (AL), Place 2 (SM), Place 4 (SM)

2026: Place 5 (SM), Place 6 (AL)

The election structure in 2024-2026 would then go forward in that manner unless further changed by a Charter amendment.

III.

PRIOR AMENDMENT EFFORTS

Failed Propositions - 2009

The five May 2009 Charter amendment propositions that failed, along with the proposed textual changes to the Charter, were as follows:

PROPOSITION NO. 3 (2009)

Shall Section 3.03 of the Town Charter be amended to remove all limits on the number of terms that any one person may serve as Mayor and/or as a Town Council Member?

2009 CHARTER PROVISION

SECTION 3.03 LIMITATION ON SUCCESSIVE TERMS

No person shall serve as Mayor for more than two (2) successive terms, and no person shall serve as Council Member for more than two (2) successive terms. A term of office shall be for a period of three (3) years or any portion thereof.

PROPOSED 2009 CHARTER PROVISION THAT FAILED

SECTION 3.03 LIMITATION ON SUCCESSIVE TERMS

This Charter does not restrict or place limitations on the number of terms any one person may serve.

PROPOSITION NO. 6 (2009)

Shall Sections 4.01, 8.03 and 8.04 of the Town Charter be amended to remove all requirements that the Town Manager, Town Tax Assessor and Collector, and the Town Finance Director provide a surety bond to the Town?

PROPOSED 2009 CHARTER PROVISION THAT FAILED (with proposed change noted)

SECTION 4.01 TOWN MANAGER - QUALIFICATIONS, APPOINTMENT AND REMOVAL; DUTIES; COMPENSATION

The Town Manager shall be the chief administrative and executive officer of the Town. The Town Manager is appointed by and serves at the will of the Town Council. The Town Manager shall be appointed solely on the basis of the Town Manager's administrative ability, experience, and training. The Town Manager shall administer the business of the Town, and the Town Council shall ensure that such administration is efficient. The Town Council may by ordinance delegate to the Town Manager any additional powers or duties it considers proper for the efficient administration of Town affairs. ~~The Town Manager shall execute a bond conditioned that he/she will faithfully perform the duties of Town Manager. The amount of such bond shall be as prescribed by ordinance adopted by the Town Council.~~ The Town Council shall be authorized to enter into a Contract of Employment with the Town Manager and to prescribe such compensation therein as it may fix. The action of the Town Council in suspending or removing the Town Manager shall be final, it being the intention of this

Charter to vest all authority and responsibility for such suspension or removal in the Town Council.

PROPOSED 2009 CHARTER PROVISION THAT FAILED (with proposed change noted)

SECTION 8.03 TAX ADMINISTRATION

- A. There shall be a department of taxation to assess and collect taxes, the director of which shall be the Town Tax Assessor and Collector who shall be appointed by the Town Manager with concurrence of the Town Council. ~~The Tax Assessor and Collector shall provide a bond with such sureties and in such amount as the Council may require, and the premiums on such bond shall be paid by the Town.~~ The Town Council may provide for such services by contract.
- B. The Town Council shall have the power, and is hereby authorized to levy, assess, and collect annual taxes not to exceed the maximum limit set by the Constitution and laws of the State of Texas, as they now exist or as they may be amended, on each one hundred dollars (\$100.00) assessed valuation of all property having a location within the corporate limits of the Town and not exempt from taxation by the Constitution and laws of the State of Texas.
- C. All taxes due the Town shall be payable at the office of the Town Assessor and Collector and may be paid at any time after the tax rolls for the year have been completed and approved, which completion and approval shall be not later than October 1. Taxes shall be paid before February 1 of each year succeeding the year, for which the taxes are levied, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as may be provided by law. Failure to levy and assess taxes through omission in preparation of the approved tax rolls shall not relieve the person, firm or corporation so omitted from the obligation to pay such current or past due taxes shown to be payable by recheck of the rolls and receipts for the years in questions, unless otherwise provided by law.
- D. All property having its location in the Town on the first day of January of each year shall stand charged with a lien in favor of the Town from said date for the taxes due thereon. The lien provided hereby shall be superior to all other liens except other tax liens, regardless of when such other liens were created. All persons purchasing any of said property on or after the first day of January in any year shall take the same subject to the lien herein provided. In addition to the lien herein provided on the first day of January of any year, the owner of property subject to taxation by the Town shall be personally liable for the taxes due thereon for such year. The

Town shall have the power to sue for and recover personal judgment for taxes without foreclosure, or to foreclose its lien or liens, or to recover both personal judgment and foreclosure. In such suit where it appears that the description of any property in the Town assessment rolls is insufficient to identify such property, the Town shall have the right to plead a good description of the property to be assessed, to prove the same, and to have its judgment foreclosing the tax lien and/or for personal judgment against the owner for such taxes as such ownership and property appears on the approved tax rolls furnished by the Denton Central Appraisal District.

PROPOSED 2009 CHARTER PROVISION THAT FAILED (with proposed change noted)

SECTION 8.04 FINANCE DEPARTMENT

There shall be a Department of Finance, the director of which shall be appointed by the Town Manager with concurrence of the Town Council. The head of the Department of Finance shall be known as the Finance Director who shall also be the Town Treasurer. ~~The Finance Director shall provide a bond with such surety and in such amount as the Council may require and the premiums on such bond shall be paid by the Town.~~ The Finance Director shall have knowledge of municipal accounting and taxation and shall have experience in budgeting and financial control. The Finance Director shall have the custody of all public monies, funds, notes, bonds, and other securities belonging to the Town. The Finance Director, under the direction of the Town Manager, shall oversee the financial operations and procedures that are implemented in each of the Town's departments. The Finance Director shall make payments out of Town funds upon order of the Town Council or other authorized Town Officer as provided herein. The Finance Director shall render a full and accurate statement to the Town Manager and the Town Council of his or her receipts and payments at such times as the Town Manager or Town Council may require. The Finance Director shall perform other such acts and duties as the Town Council may prescribe.

PROPOSITION NO. 7 (2009)

Shall Sections 4.02, 8.01, 8.02 and 8.03 of the Town Charter be amended to (A) allow the Town Manager to appoint and suspend Town department heads without the consent of the Town Council; and (B) provide that the Town Council may, at its option, require that any potential candidate for a department head position be interviewed by the Town Council prior to the Town Manager extending an offer of employment to the prospective candidate?

PROPOSED 2009 CHARTER PROVISION THAT FAILED (with proposed change noted)

SECTION 4.02 TOWN MANAGER - DIRECTION AND SUPERVISION OF EMPLOYEES, NONINTERFERENCE BY COUNCIL; APPOINTMENTS AND REMOVALS OF DEPARTMENT HEADS

Except for the purpose of inquiries and investigations as provided by this Charter or otherwise by law, the Town Council or its Members shall deal with Town officers and employees who are subject to the direction and supervision of the Town Manager solely through the Town Manager, and no Member of the Town Council shall give orders to any subordinate of the Town Manager, either publicly or privately. Neither the Town Council nor any of its Members shall direct or request the appointment of any person to, or his or her removal from, office by the Town Manager or by any of the Town Manager's subordinates. Except as otherwise provided for in this Charter, the Town Manager shall be responsible for, and have the power to appoint ~~and, suspend, and/or remove~~ all or any one of the directors of the departments of the Town; however, the Town Manager may only remove a director with the concurrence of the Town Council. The Town Council may, at its option, require that any potential candidate for a director's position be interviewed by the Town Council prior to the Town Manager extending an offer of employment to the prospective candidate. The determination of whether to extend an offer of employment to the candidate, however, remains exclusively within the province of the Town Manager.

PROPOSED 2009 CHARTER PROVISION THAT FAILED (with proposed change noted)

SECTION 8.01 ADMINISTRATIVE DEPARTMENTS

There shall be such administrative departments as are established by this Charter and as may be established by ordinance and, except as otherwise provided in this Charter, such administrative departments shall be under the direction and supervision of the Town Manager. The Town Council may discontinue, redesignate, or combine any of the department and/or administrative offices of the Town. The head of each department shall be a director who shall be appointed by the Town Manager ~~with the concurrence of the Council,~~ and such director shall have supervision and control over that director's department. The same individual may head two (2) or more departments, and the Town Manager may head one (1) or more departments.

PROPOSED 2009 CHARTER PROVISION THAT FAILED (with proposed change noted)

SECTION 8.02 POLICE AND FIRE DEPARTMENTS

There is hereby created a Police Department of the Town of Little Elm, at the head of which shall be the Chief of Police. There is hereby created a Fire Department of the Town of Little Elm, at the head of which shall be a Fire Chief. The head of each department shall be a director who shall be appointed by the Town Manager ~~with the concurrence of the Council~~, and such director shall have supervision and control over the director's department. The duties of the Chief of Police and Fire Chief and the other officers and personnel of such departments shall be as provided by ordinance.

PROPOSED 2009 CHARTER PROVISION THAT FAILED (with proposed change noted)

SECTION 8.03 TAX ADMINISTRATION

- A. There shall be a department of taxation to assess and collect taxes, the director of which shall be the Town Tax Assessor and Collector who shall be appointed by the Town Manager ~~with concurrence of the Town Council~~. The Tax Assessor and Collector shall provide a bond with such sureties and in such amount as the Council may require, and the premiums on such bond shall be paid by the Town. The Town Council may provide for such services by contract.
- B. The Town Council shall have the power, and is hereby authorized to levy, assess, and collect annual taxes not to exceed the maximum limit set by the Constitution and laws of the State of Texas, as they now exist or as they may be amended, on each one hundred dollars (\$100.00) assessed valuation of all property having a location within the corporate limits of the Town and not exempt from taxation by the Constitution and laws of the State of Texas.
- C. All taxes due the Town shall be payable at the office of the Town Assessor and Collector and may be paid at any time after the tax rolls for the year have been completed and approved, which completion and approval shall be not later than October 1. Taxes shall be paid before February 1 of each year succeeding the year, for which the taxes are levied, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as may be provided by law. Failure to levy and assess taxes through omission in preparation of the approved tax rolls shall not relieve the person, firm or corporation so omitted from the obligation to pay such current or past due taxes shown to

be payable by recheck of the rolls and receipts for the years in questions, unless otherwise provided by law.

- D. All property having its location in the Town on the first day of January of each year shall stand charged with a lien in favor of the Town from said date for the taxes due thereon. The lien provided hereby shall be superior to all other liens except other tax liens, regardless of when such other liens were created. All persons purchasing any of said property on or after the first day of January in any year shall take the same subject to the lien herein provided. In addition to the lien herein provided on the first day of January of any year, the owner of property subject to taxation by the Town shall be personally liable for the taxes due thereon for such year. The Town shall have the power to sue for and recover personal judgment for taxes without foreclosure, or to foreclose its lien or liens, or to recover both personal judgment and foreclosure. In such suit where it appears that the description of any property in the Town assessment rolls is insufficient to identify such property, the Town shall have the right to plead a good description of the property to be assessed, to prove the same, and to have its judgment foreclosing the tax lien and/or for personal judgment against the owner for such taxes as such ownership and property appears on the approved tax rolls furnished by the Denton Central Appraisal District.

PROPOSITION NO. 9 (2009)

Shall Section 9.03 of the Town Charter, entitled "Other Boards and Commissions," be amended to remove the requirement that all boards, commissions and committees be composed of citizens of the Town of Little Elm, and to provide that members of boards, commissions and committees are considered Town officers for purposes of the Texas Open Meetings Act?

PROPOSED 2009 CHARTER PROVISION THAT FAILED (with proposed change noted)

SECTION 9.03 OTHER BOARDS AND COMMISSIONS

The Town Council shall have the power and is hereby authorized to create, abolish, establish, and appoint such other boards, commissions and committees ~~composed of the citizens of the Town of Little Elm,~~ as it deems necessary to carry out the functions of the Town, and to prescribe the purpose, functions, and tenure of each board, commission, or committee. Members of boards, commissions and committees are considered Town officers for purposes of the Texas Open Meetings Act, Chapter 551 of the Local Government Code, as amended.

PROPOSITION NO. 11 (2009)

Shall Section 14.06 of the Town Charter, entitled "Claims for Damage or Injury," be amended to decrease the period of time in which a claimant must provide notice to the Town of an injury, death or damage claim against the Town from six (6) months to thirty (30) days?

PROPOSED 2009 CHARTER PROVISION THAT FAILED (with proposed change noted)

SECTION 14.06 CLAIMS FOR DAMAGE OR INJURY

The Town of Little Elm shall never be liable for any personal injury or death or for claims for damages or injury to real or personal property alleged to have been caused by the negligent act or omission of any officer, agent or employee of the Town unless the person who has been injured, the person whose property has been injured or damaged, or someone on his behalf, shall file a claim in writing with the Town Secretary within ~~six (6) months~~thirty (30) days after said injury, death or damage has occurred, stating specifically when, where, and how the injury, death or damage occurred, the full extent thereof, the amount of damages claimed or asserted, and the basis claimed for liability on the part of the Town. The person giving notice under this section shall give the address of every place that said person has resided at during the last six (6) months prior to the injury, death or damage and shall subscribe his or her name thereto. Neither the Town Mayor, Town Council Member, Town Manager, Town Secretary, Town Attorney, or any other officer or employee of the Town shall have authority to waive any of the provisions of this section, but the same may be waived only by resolution of the Town Council made and passed before the expiration of said ~~six (6) month~~thirty (30) day period.

2011 Charter Changes

In addition to the Charter amendment creating new Charter Section 15.02 requiring the appointment of a Charter Review Committee, the Charter was amended in 2011 by the passage of the following 5 propositions and the following amended or newly-created Charter provisions.

PROPOSITION NO. 2 (2011)

Shall Section 9.01 of the Town Charter, entitled "Planning and Zoning Commission," be amended to extend the terms of the Planning and Zoning Commission members from two-year terms to three-year terms?

REVISED 2011 CHARTER PROVISION

SECTION 9.01 PLANNING AND ZONING COMMISSION

The Town Council shall create a Planning and Zoning Commission of the Town of Little Elm and shall appoint five (5) members and four (4) alternate members, each member of the Planning and Zoning Commission shall be a citizen of Town of Little Elm. Members shall be appointed for ~~two (2)~~ three (3) year staggered terms; provided, however, that members of the Planning and Zoning Commission serve at the pleasure of the Town Council and may be removed, without cause, by an affirmative vote of the majority of the full membership of the Town Council. Such appointees shall serve without compensation and may not hold any elective office of the State of Texas or any other political subdivision thereof during their terms. A vacancy in an unexpired term shall be filled by the Town Council for the remainder of the term. The majority of the appointed members shall constitute a quorum, and decisions may only be made with the affirmative vote of a majority of these members present and voting. The Planning and Zoning Commission shall select from any of its members a Chairman and Vice Chairman.

PROPOSITION NO. 3 (2011)

Shall Section 9.03 of the Town Charter, entitled "Other Boards and Commissions," be amended to require that all Town and corporation boards, commissions and committees be composed of citizens of the Town of Little Elm, except as otherwise required by law?

REVISED 2011 CHARTER PROVISION

SECTION 9.03 OTHER BOARDS AND COMMISSIONS

The Town Council shall have the power and is hereby authorized to create, abolish, establish, and appoint such other Town and corporate boards, commissions and committees, which shall be composed of the citizens of the Town of Little Elm except as otherwise required by law, as ~~it the~~ Town Council deems necessary to carry out the functions of the Town, and to prescribe the purpose, functions, and tenure of each board, commission, or committee.

PROPOSITION NO. 4 (2011)

Shall Section 4.03 of the Town Charter, entitled "Town Manager – Specific Powers and Duties," be amended to remove the requirement that the Town Manager provide an annual audit report to the Town Council, which

amendment will effectively require the Town Council to hire an independent, outside auditing firm to provide an annual audit of the Town's financial records?

REVISED 2011 CHARTER PROVISION

SECTION 4.03 TOWN MANAGER - SPECIFIC POWERS AND DUTIES

The Town Manager shall be responsible to the Town Council for the proper administration of the affairs of the Town and shall have the power and duty to:

- 1) Exercise control over all departments and subdivisions thereof created by this Charter or by ordinance.
- 2) Prepare and recommend items for inclusion in the official agenda of all Town Council meetings and meetings of the Boards and Commissions as established by this Charter or ordinance.
- 3) Prepare and submit to the Town Council the annual budget and capital program, and administer the budget as adopted by the Town Council.
- 4) Be responsible for the proper administration of all Town affairs placed in his or her hands.
- 5) See that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed.
- 6) See that all laws and ordinances are enforced.
- 7) Keep the Town Council at all times fully advised as to the financial condition and needs of the Town, and prepare and submit to the Town Council an annual report on the finances and administrative activities of the Town. ~~including the report of the annual audit required by state law.~~
- 8) Appoint, suspend, and/or remove employees not otherwise provided for in this Charter. Appointments made by the Town Manager shall be on the basis of executive and administrative experience and ability, and of training fitness and efficiency of such appointees in the work which they are to administer.
- 9) Attend all Town Council meetings and take part in the discussion

of any Town business.

- 10) Recommend to the Town Council for adoption such measures as the Town Manager may deem necessary or expedient; to execute deeds, deeds of trust, easements, releases, contracts, and all other legal instruments on behalf of the Town when authorized by ordinance or resolution of the Town Council.
- 11) Perform such other duties as are specified in this Charter, or as may be required by the Town Council by ordinance or resolution, not inconsistent with this Charter.

PROPOSITION NO. 5 (2011)

Shall a new section, entitled "Purchasing," be added to the Town Charter to provide the Town Manager general authority to contract for expenditures for all budgeted items not exceeding limits set by the Town Council, to provide for emergency contracts as authorized by law?

NEW 2011 CHARTER PROVISION

SECTION 8.09 PURCHASING

- A. The Town Council may by ordinance give the Town Manager general authority to contract for expenditures without further approval of the Town Council for all budgeted items not exceeding limits set by the Town Council within the ordinance.
- B. All contracts for expenditures or purchases involving more than the limits must be expressly approved in advance by the Town Council. All contracts or purchases involving more than the limits set by the Town Council shall be awarded by the Town Council, in accordance with state law.
- C. Emergency contracts as authorized by law and this Charter may be negotiated by the Town Council or Town Manager if given authority by the Town Council, without competitive bidding, and in accordance with state law. Such emergency shall be declared by the Town Manager and approved by the Town Council, or may be declared by the Town Council.

Failed Proposition - 2011

The single proposition to fail in 2011 was Proposition No. 1, which failed by a vote of 379 against the proposition and 232 in favor of the proposition. That proposition, along with proposed 2011 Charter changes, was as follows:

PROPOSITION NO. 1 (2011)

Shall Sections 4.02, 8.01, 8.02 and 8.03 of the Town Charter be amended to allow the Town Manager to appoint, suspend and remove Town department heads without the consent of the Town Council?

PROPOSED 2011 CHARTER PROVISION THAT FAILED

SECTION 4.02 TOWN MANAGER - DIRECTION AND SUPERVISION OF EMPLOYEES, NONINTERFERENCE BY COUNCIL; APPOINTMENTS AND REMOVALS OF DEPARTMENT HEADS

Except for the purpose of inquiries and investigations as provided by this Charter or otherwise by law, the Town Council or its Members shall deal with Town officers and employees who are subject to the direction and supervision of the Town Manager solely through the Town Manager, and no Member of the Town Council shall give orders to any subordinate of the Town Manager, either publicly or privately. Neither the Town Council nor any of its Members shall direct or request the appointment of any person to, or his or her removal from, office by the Town Manager or by any of the Town Manager's subordinates. Except as otherwise provided for in this Charter, the Town Manager shall be responsible for, and have the power to appoint, suspend, and/or remove all or any one of the directors of the departments of the Town ~~with the concurrence of the Town Council.~~

PROPOSED 2011 CHARTER PROVISION THAT FAILED

SECTION 8.01 ADMINISTRATIVE DEPARTMENTS

There shall be such administrative departments as are established by this Charter and as may be established by ordinance and, except as otherwise provided in this Charter, such administrative departments shall be under the direction and supervision of the Town Manager. The Town Council may discontinue, re-designate, or combine any of the department and/or administrative offices of the Town. The head of each department shall be a director who shall be appointed by the Town Manager ~~with the concurrence of the Council~~, and such director shall have supervision and control over that director's department. The same individual may head two (2) or more departments, and the Town Manager may head one (1) or more departments.

PROPOSED 2011 CHARTER PROVISION THAT FAILED

SECTION 8.02 POLICE AND FIRE DEPARTMENTS

There is hereby created a Police Department of the Town of Little Elm, at the head of which shall be the Chief of Police. There is hereby created a Fire Department of the Town of Little Elm, at the head of which shall be a Fire Chief. The head of each department shall be a director who shall be appointed by the Town Manager ~~with the concurrence of the Council~~, and such director shall have supervision and control over the director's department. The duties of the Chief of Police and Fire Chief and the other officers and personnel of such departments shall be as provided by ordinance.

PROPOSED 2011 CHARTER PROVISION THAT FAILED

SECTION 8.03 TAX ADMINISTRATION

- A. There shall be a department of taxation to assess and collect taxes, the director of which shall be the Town Tax Assessor and Collector who shall be appointed by the Town Manager ~~with concurrence of the Town Council~~. The Tax Assessor and Collector shall provide a bond with such sureties and in such amount as the Council may require, and the premiums on such bond shall be paid by the Town. The Town Council may provide for such services by contract.
- B. The Town Council shall have the power, and is hereby authorized to levy, assess, and collect annual taxes not to exceed the maximum limit set by the Constitution and laws of the State of Texas, as they now exist or as they may be amended, on each one hundred dollars (\$100.00) assessed valuation of all property having a location within the corporate limits of the Town and not exempt from taxation by the Constitution and laws of the State of Texas.
- C. All taxes due the Town shall be payable at the office of the Town Assessor and Collector and may be paid at any time after the tax rolls for the year have been completed and approved, which completion and approval shall be not later than October 1. Taxes shall be paid before February 1 of each year succeeding the year, for which the taxes are levied, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as may be provided by law. Failure to levy and assess taxes through omission in preparation of the approved tax rolls shall not relieve the person, firm or corporation so omitted from the obligation to pay such current or past due taxes shown to be payable by recheck of the rolls and receipts for the years in questions, unless otherwise provided by law.

- D. All property having its location in the Town on the first day of January of each year shall stand charged with a lien in favor of the Town from said date for the taxes due thereon. The lien provided hereby shall be superior to all other liens except other tax liens, regardless of when such other liens were created. All persons purchasing any of said property on or after the first day of January in any year shall take the same subject to the lien herein provided. In addition to the lien herein provided on the first day of January of any year, the owner of property subject to taxation by the Town shall be personally liable for the taxes due thereon for such year. The Town shall have the power to sue for and recover personal judgment for taxes without foreclosure, or to foreclose its lien or liens, or to recover both personal judgment and foreclosure. In such suit where it appears that the description of any property in the Town assessment rolls is insufficient to identify such property, the Town shall have the right to plead a good description of the property to be assessed, to prove the same, and to have its judgment foreclosing the tax lien and/or for personal judgment against the owner for such taxes as such ownership and property appears on the approved tax rolls furnished by the Denton Central Appraisal District.

IV.

The 2017-2018 Charter Review Process

This Charter Review Committee now has the opportunity to continue the work of prior Committees to determine what, if any, suggested changes should be sent to the Town Council for consideration of placing on a 2018 ballot.

V.

**Other Propositions Considered at Various Times, But Not Selected by Council
for Ballot Inclusion**

There have been a number of other potential Charter amendment propositions that were crafted, after considerable study, but that were not included with propositions submitted to the voters. Those propositions, along with the proposed Charter amendment changes, are set forth below. They are numbered, for convenience, as propositions 1 through 19.

1. Shall a new Section 3.01, entitled "Powers of the Town Council," be added to the Town Charter to provide for a statement of the powers of the Town Council and to provide an illustrative list of the Town Council's powers?

SUGGESTED CHARTER PROVISION – NEW SECTION

SECTION 3.01 POWERS OF THE TOWN COUNCIL

All powers of the Town and the determination of all matters of policy shall be vested in the Town Council. Except where in conflict with and otherwise expressly provided by this Charter, the Town Council shall have all powers authorized to be exercised by the Constitution and laws of the United States and the State of Texas. Without limitation of the foregoing and among the other powers that may be exercised by the Town Council, the following are hereby enumerated for greater certainty:

- (1) Appoint and remove the Town Manager;
- (2) Appoint and remove the Municipal Judge(s) of the Municipal Court;
- (3) Appoint and remove the Town Attorney;
- (4) Appoint and remove the Town Secretary;
- (5) Establish administrative departments and appoint boards, committees and commissions;
- (6) Adopt the budget of the Town;
- (7) Collectively inquire into the conduct of any office, department or agency of the Town and make investigations as to municipal affairs;
- (8) Provide for a Planning and Zoning Commission, a Board of Adjustment and other boards as deemed necessary, and appoint the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by Town ordinance or by law;
- (9) Adopt and modify the official map of the Town;
- (10) Adopt, modify and carry out plans in cooperation with the Planning and Zoning Commission for the planning, improvement and redevelopment of specific areas of the Town;
- (11) Adopt, modify and carry out plans in cooperation with the Planning and Zoning Commission for the planning, reconstruction

or redevelopment of any area or district which may have been destroyed in whole or part by disaster;

- (12) Regulate, license and fix the charges or fares made by any person owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire on the public streets and alleys of the Town;
- (13) Provide for the establishment and designation of fire limits and prescribe the kind and character of buildings or structures or improvements to be erected therein; provide for the erection of fireproof buildings within certain limits; and provide for the condemnation of dilapidated buildings, dangerous structures, dangerous buildings or buildings determined to increase the risk of fire hazard, and provide for the manner of their removal or destruction;
- (14) Fix and regulate rates and charges of all utilities and public services;
- (15) Approve plats, unless the Town Council votes to vest this authority exclusively in the Planning and Zoning Commission; and
- (16) Make inquiries of department heads regarding items and issues before the Council in preparation for council meetings.

2. Shall Section 3.02 of the Town Charter, entitled "Qualifications" and which contains the qualifications for a person to be eligible to run for Mayor or Council Member, be amended to remove the requirement that a candidate for Town Council be current in the payment of taxes and other liabilities to the Town in order to run for office, which requirement has been held by various courts to be an unconstitutional requirement on the eligibility to run for office?

PROPOSED CHARTER PROVISION (with proposed change noted)

SECTION 3.02 QUALIFICATIONS

Each candidate for election to the Town Council or office of Mayor shall be a qualified voter of the Town, shall be not less than twenty-one (21) years of age, shall have resided in the Town not less than twelve (12) months immediately preceding election day, and, shall meet the requirements of the Texas Election Code, ~~and shall not, after notice of any delinquency, be in arrears in the payment of any taxes or other liabilities due the Town.~~ Each Council Member and the Mayor must continually reside within the Town during such officer's term of office, and any removal of the officer's residence from the Town during his or her term of office shall constitute a vacation of his or her office, and such vacancy shall be filled as provided in Section 3.05.

Candidates for Mayor and Council Members in Place 1 and Place 6 may be residents of any portion of the Town. Council Members for Place 2, 3, 4 and 5 must reside in, and be elected from the district for which the specific place applies. The Town Council, by ordinance, shall establish the district boundaries for Place 2, 3, 4 and 5. The district boundaries shall be equal in population as practical and reviewed and updated by the Town Council every four (4) years.

3. Shall the Town Charter be amended to allow the Town Council to set the compensation that its Members receive for Town Council meetings, by ordinance, after conducting a public hearing on the proposed compensation?

PROPOSED CHARTER PROVISION (with proposed change noted)

SECTION 3.04 COMPENSATION

Members of the Town Council shall be entitled to reimbursement of all necessary and reasonable expenses incurred in the performance of their official Town Council duties as may be authorized by the Town Council. The Mayor and each Council Member shall receive compensation in ~~the an~~ amount set by the Town Council by ordinance, after a public hearing, of \$25.00 for each regular or special meeting of the Town Council attended.

4. Shall Section 3.05(B) of the Town Charter be amended to provide that the Mayor and Council Members shall forfeit their respective offices if the official, while in office, (A) fails to attend three (3) consecutive regular Town Council meetings without being excused by the Town Council, (B) ceases to possess the required qualifications for office, (C) is convicted of a felony, or of a misdemeanor involving moral turpitude, (D) is convicted of violating any state laws regulating conflicts of interest of municipal officers, or (E) is in violation of the Charter's sections prohibiting nepotism or conflicts of interest?

PROPOSED CHARTER PROVISION (with proposed change noted)

**SECTION 3.05 VACANCIES IN THE TOWN COUNCIL;
FILLING OF VACANCIES**

- A. The office of a Council Member or office of the Mayor shall become vacant upon the official's death, resignation, or removal from office in any manner authorized by law, removal of the official's residence from the Town of Little Elm or forfeiture of the official's office.
- B. A Council Member or the Mayor shall forfeit his or her office if the official, while in office, (1) fails to attend three (3) consecutive regular Town Council meetings without being excused by the

~~Town Council, (2) ceases to possess the required qualifications for office, (3) is convicted of a felony, or of a misdemeanor involving moral turpitude, (4) is convicted of violating any state laws regulating conflicts of interest of municipal officers, or (5) is in violation of Section 14.03 (Nepotism) or Section 14.08 (Conflict of Interest) of this Charter. he/she lacks at any time during his term of office any qualification for the office prescribed by this Charter or by State law, or if he/she violates any express prohibition of this section or any other provision of this Charter, or if he/she fails to attend three (3) consecutive regular Town Council meetings without being excused by the Town Council.~~ The Town Council shall be the final judge in matters involving forfeiture of office by a Council Member or the Mayor.

- C. If there is a vacancy in the office of Mayor or Council Member, such vacancy shall be filled by special election within one hundred twenty (120) days after such vacancy occurs, in accordance with the Texas Constitution, and the Texas Election Code, as amended.

5. Shall a new section, entitled "Disaster Clause," be added to the Town Charter to provide as follows:

In case of disaster, when a legal quorum of the Town Council cannot otherwise be assembled due to multiple deaths or injuries, the surviving members of the Town Council, highest surviving Town official, and the County Judge of Denton County or his or her designee, must within twenty-four (24) hours of such disaster, or as soon as is practicable, appoint a five (5) member commission, which would include any surviving elected Town officials, to govern the Town, respond to the emergency, and call a Town election within fifteen (15) days of such disaster, or as provided in the Texas Election Code, for election of a required quorum, if for good reasons it is known a quorum of the present Town Council will never again meet?"

SUGGESTED CHARTER PROVISION – NEW SECTION

SECTION _____ DISASTER CLAUSE

In case of disaster, when a legal quorum of the Town Council cannot otherwise be assembled due to multiple deaths or injuries, the surviving members of the Town Council, highest surviving Town official, and the County Judge of Denton County or his or her designee, must within twenty-four (24) hours of such disaster, or as soon as is practicable, appoint a five (5) member commission, which would include any surviving elected Town officials, to govern the Town, respond to the emergency, and call a Town election within fifteen (15) days of such disaster, or as provided in the Texas Election Code, for election of a required quorum, if for

good reasons it is known a quorum of the present Town Council will never again meet.

6. Shall Section 4.01 of the Town Charter be amended to (A) recognize that the Town Council may, in its discretion, enter into an employment agreement with the Town Manager; and (B) allow for the appointment of a temporary, interim Town Manager, should the Town Manager be absent or otherwise be unable to serve as Town Manager?

PROPOSED CHARTER PROVISION (with proposed change noted)

**SECTION 4.01 TOWN MANAGER - QUALIFICATIONS,
APPOINTMENT AND REMOVAL; DUTIES;
COMPENSATION**

The Town Manager shall be the chief administrative and executive officer of the Town. The Town Manager is appointed by and serves at the will of the Town Council, subject to any contractual arrangements that may exist between the Town Manager and the Town. The Town Manager shall be appointed solely on the basis of the Town Manager's administrative ability, experience, and training. The Town Manager shall administer the business of the Town, and the Town Council shall ensure that such administration is efficient. The Town Council may by ordinance delegate to the Town Manager any additional powers or duties it considers proper for the efficient administration of Town affairs. The Town Manager shall execute a bond conditioned that he/she will faithfully perform the duties of Town Manager. The amount of such bond shall be as prescribed by ordinance adopted by the Town Council. The Town Council shall be authorized to enter into a Contract of Employment with the Town Manager and to prescribe such compensation therein as it may fix. The action of the Town Council in suspending or removing the Town Manager shall be final, it being the intention of this Charter to vest all authority and responsibility for such suspension or removal in the Town Council. In case of the absence, disability or suspension of the Town Manager, the Town Council may designate a temporary qualified administrative officer of the Town to perform the duties of the office.

7. Shall Section 5.01 of the Town Charter be amended to allow for the appointment of a temporary, interim Town Secretary, should the Town Secretary be absent or otherwise be unable to serve as Town Secretary?

PROPOSED CHARTER PROVISION (with proposed change noted)

**SECTION 5.01 APPOINTMENT; REMOVAL;
COMPENSATION**

The Town Council shall appoint, suspend, and/or remove the Town Secretary. The Town Secretary shall receive such compensation as shall be fixed by the Town Council. In the case of the absence, disability or suspension of the Town Secretary, the Town Council may designate a temporary qualified employee of the Town to perform the duties of the office.

8. Shall Section 7.02 of the Town Charter, entitled "Compensation," be amended to allow for the Town Attorney's compensation to be set by Town Council by either resolution or motion?

PROPOSED CHARTER PROVISION (with proposed change noted)

SECTION 7.02 COMPENSATION

The Town Attorney shall receive for his or her services such compensation as may be fixed by the Town Council at the time of the Town Attorney's appointment, and from time to time by appropriate resolution or motion.

9. Shall Section 8.06 of the Town Charter, entitled "Annual Budget," be amended to clarify both the conditions under which the budget may be amended and the process by which the budget may be amended?

PROPOSED CHARTER PROVISION (with proposed change noted)

SECTION 8.06 ANNUAL BUDGET

It shall be the duty of the Town Manager to submit an annual budget not later than thirty (30) days prior to the end of the current fiscal year to the Town Council for its review, consideration and revision. The Town Council shall call a public hearing or hearings on the budget. The Town Council ~~may~~ shall adopt a budget, by ordinance, with or without amendments. Under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, the Town Council may, by the affirmative vote of a majority of the membership of the Town Council present, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be by ordinance, and shall become an attachment to the original budget. The Town Council may increase or decrease amounts or programs and may delete any programs or amounts except

expenditures required by law or for a debt service, provided that no amendment shall increase the authorized expenditures to an amount greater than the total of the estimated-income for the current fiscal year plus funds available from prior years. At the close of each fiscal year, the unencumbered balance of each appropriation shall revert to the fund from which it was appropriated and shall be subject to future appropriations, but appropriations may be made in furtherance of improvements or other objects of work of the Town which will not be completed within the current year.

10. Shall Section 8.07 of the Town Charter, entitled "Failure to Adopt Annual Budget," be amended to change the date of September 15 to September 30 as the date by which the Town Council must adopt a budget or be subject to carrying over the prior fiscal year's budget for spending and property tax levy purposes?

PROPOSED CHARTER PROVISION (with proposed change noted)

SECTION 8.07 FAILURE TO ADOPT ANNUAL BUDGET

If the Town Council fails to adopt the budget by the ~~15th~~ 30th of September, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month to month basis with all items in it prorated accordingly until such time as the Town Council adopts a budget for the ensuing fiscal year. The property tax levy will be set to equal the total current fiscal year tax receipts, unless the ensuing fiscal year budget is approved by September ~~15th~~ 30th of the current fiscal year.

11. Shall a new section, entitled "Independent Audit," be added to the Town Charter to provide as follows:

At the close of each fiscal year, and at such other times as may be deemed necessary, the Town Council shall call for an independent audit of all accounts of the Town by a certified public accountant. No more than five (5) consecutive annual audits shall be completed by the same firm. The certified public accountant selected shall have no direct or indirect personal interest in the financial affairs of the Town or any of its officers. The report of audit, with the auditor's recommendations, will be made to the Town Council. Upon completion of the audit, the summary shall be published immediately in the official newspaper of the Town, shall be posted on the official Town Website, and copies of the audit placed on file in the office of the Town Secretary, as a public record.

SUGGESTED CHARTER PROVISION – NEW SECTION

SECTION 8. __ INDEPENDENT AUDIT

At the close of each fiscal year, and at such other times as may be deemed necessary, the Town Council shall call for an independent audit of all accounts of the Town by a certified public accountant. No more than five (5) consecutive annual audits shall be completed by the same firm. The certified public accountant selected shall have no direct or indirect personal interest in the financial affairs of the Town or any of its officers. The report of audit, with the auditor's recommendations, will be made to the Town Council. Upon completion of the audit, the summary shall be published immediately in the official newspaper of the Town, shall be posted on the official Town Website, and copies of the audit placed on file in the office of the Town Secretary, as a public record.

12. Shall Section 9.01 of the Town Charter, entitled “Planning and Zoning Commission,” be amended to (A) allow the Town Council to establish the number of Planning and Zoning Commission members and alternate members by ordinance; (B) remove the restriction that prohibits a person from serving on the Planning and Zoning Commission while holding an elective office of the State of Texas or any other political subdivision during that person’s term on the Planning and Zoning Commission; and (C) clarify that the Town Council may remove a member of the Planning and Zoning Commission by an affirmative vote of the majority of the membership of the Town Council present?

The Town Council shall create a Planning and Zoning Commission of the Town of Little Elm and shall appoint those members and alternate members in the numbers established by ordinance. Each member~~five (5) members and four (4) alternate members, each member~~ of the Planning and Zoning Commission shall be a citizen of Town of Little Elm. Members shall be appointed for two (2) year staggered terms; provided, however, that members of the Planning and Zoning Commission serve at the pleasure of the Town Council and may be removed, without cause, by an affirmative vote of the majority of the full membership of the Town Council present. Such appointees shall serve without compensation ~~and may not hold any elective office of the State of Texas or any other political subdivision thereof during their terms~~. A vacancy in an unexpired term shall be filled by the Town Council for the remainder of the term. The majority of the appointed members shall constitute a quorum, and decisions may only be made by~~with~~ the affirmative vote of a majority of these members present and voting. The Planning and Zoning Commission shall select from any of its members a Chairman and Vice Chairman.

13. Shall a new section, entitled "The Comprehensive Plan: Procedure and Legal Effect," be added to the Town Charter to provide as follows:

- A. The Comprehensive Plan shall include, but not be limited to, the Future Land Use Plan, Thoroughfare Plan, and Parks and Open Space Plan. The Planning and Zoning Commission shall seek input from all appropriate boards and commissions in the development of the Comprehensive Plan. Additions to and amendments of the Comprehensive Plan shall be by ordinance, but before any such revision, the Planning and Zoning Commission shall hold at least one (1) public hearing on the proposed action.**
- B. A copy of the proposed revisions to the Comprehensive Plan shall be forwarded to the Town Manager who shall submit the proposal to the Town Council, together with the Town Manager's recommendations, if any. The Town Council shall hold a public hearing and shall adopt or reject such proposed revision or any part thereof as submitted within sixty (60) days following its submission by the Town Manager. If the proposed revisions or any part thereof are rejected by the Town Council, the Town Council may request the Planning and Zoning Commission to make other modifications and again forward it to Town Manager for submission to the Town Council.**
- C. Following the adoption by the Town Council of the Comprehensive Plan and any revisions thereto, it shall serve as a guide for all future Town Council action concerning land use and development regulations and expenditures for capital improvements.**

SUGGESTED CHARTER PROVISION – NEW SECTION

**SECTION 9.____ THE COMPREHENSIVE PLAN:
PROCEDURE AND LEGAL EFFECT**

- A. The Comprehensive Plan shall include, but not be limited to, the Future Land Use Plan, Thoroughfare Plan, and Parks and Open Space Plan. The Planning and Zoning Commission shall seek input from all appropriate boards and commissions in the development of the Comprehensive Plan. Additions to and amendments of the Comprehensive Plan shall be by ordinance, but before any such revision, the Planning and Zoning Commission shall hold at least one (1) public hearing on the proposed action.**
- B. A copy of the proposed revisions to the Comprehensive Plan shall be forwarded to the Town Manager who shall submit the proposal to the Town Council, together with the Town Manager's**

recommendations, if any. The Town Council shall hold a public hearing and shall adopt or reject such proposed revision or any part thereof as submitted within sixty (60) days following its submission by the Town Manager. If the proposed revisions or any part thereof are rejected by the Town Council, the Town Council may request the Planning and Zoning Commission to make other modifications and again forward it to Town Manager for submission to the Town Council.

- C. Following the adoption by the Town Council of the Comprehensive Plan and any revisions thereto, it shall serve as a guide for all future Town Council action concerning land use and development regulations and expenditures for capital improvements.

14. Shall Section 9.02 of the Town Charter, entitled "Board of Adjustments," be amended to allow the Town Council to establish the number of Board of Adjustments members and alternate members by ordinance?

PROPOSED CHARTER PROVISION (with proposed change noted)

SECTION 9.02 BOARD OF ADJUSTMENTS

The Town Council shall appoint a Board of Adjustments ~~comprising~~ comprised of those members and alternate members in the numbers established by ordinance. Members shall serve five (5) regular members and four (4) alternate members for two (2) year staggered terms and, all Members ~~of which~~ shall be citizens of the Town of Little Elm. The Board of Adjustments shall be governed by Chapter 211, Texas Local Government Code, or other applicable laws, and have such additional duties as maybe prescribed by ordinance or applicable state law. A vacancy on the board shall be filled by Town Council for the unexpired term.

15. Shall Sections 13.05 and 13.13 of the Town Charter be amended to increase the periods of time in which the Town Secretary has to verify a recall petition and an initiative petition and submit the such petitions to the Town Council from seven (7) days to twenty-one (21) days?

PROPOSED CHARTER PROVISION (with proposed change noted)

SECTION 13.05 PRESENTATION OF PETITION TO THE COUNCIL

Within twenty-one (21)~~seven (7)~~ days after the date of the filing of the papers constituting the recall petition, the Town Secretary shall present such petition to the Council of

the Town of Little Elm.

PROPOSED CHARTER PROVISION (with proposed change noted)

SECTION 13.13 INITIATIVE

Qualified voters of the Town of Little Elm may initiate legislation by submitting a petition addressed to the Town Council which requests the submission of a proposed ordinance to a vote of the qualified voters of the Town. Said petition must be signed by qualified voters of the Town equal to ten (10%) percent of the qualified voters in the Town, or sixty-five (65%) percent of the votes cast at the last municipal general election, whichever is greater and each copy of the petition shall have attached to it a copy of the proposed legislation. The petition shall be signed in the same manner as recall petitions are signed, as provided in this Chapter, and shall be verified by oath in the manner and form provided for recall petitions in this Chapter. The petition may consist of one or more copies as permitted for recall petitions. Such petition shall be filed with the Town Secretary. Within ~~seven (7)~~twenty-one (21) days after filing of such petition, the Town Secretary shall present said petition and proposal ordinance to the Council. Upon presentation to it, it shall become the duty of the Council, within ten (10) days after the receipt thereafter, at which the qualified voters of the Town of Little Elm shall vote on the question of adopting or rejecting the proposed legislation. However, if any other municipal election is to be held within sixty (60) days after the filing of the petition, the question may be voted on at such election. Any election order so issued shall comply fully with the Texas Election Code.

16. Shall Sections 13.12, 13.14 and 13.15 of the Town Charter be amended to clarify the types of matters that are subject to the power of initiative and referendum?

PROPOSED CHARTER PROVISION (with proposed change noted)

SECTION 13.12 GENERAL POWER OF INITIATIVE AND REFERENDUM

The qualified voters of the Town of Little Elm, Texas, in addition to the method of legislation herein before provided, shall have the power to direct legislation by the initiative and referendum.

- (A) Initiative: Such power shall not extend to the budget or capital program or any ordinance not subject to initiative as provided by state law, including but not limited to ordinances relating to appropriation of money, issuing of bonds, levy of taxes or salaries of Town officers or employees.

- (B) Referendum: Such power shall not extend to the budget, or capital program, or any emergency ordinance, or ordinance not subject to referendum as provided by state law, including but not limited to ordinances relating to appropriation of money, issuing of bonds, levy of taxes, or zoning.

PROPOSED CHARTER PROVISION (with proposed change noted)

SECTION 13.14 REFERENDUM

Qualified voters of the Town of Little Elm may require that any ordinance ~~or resolution, with the exception of ordinances appropriating money or levying of taxes,~~ passed by the Town Council and subject to the referendum process under this Charter be submitted to the voters of the Town for approval or disapproval, by submitting a petition for this purpose within thirty (30) days after final passage of said ordinance or resolution, or within thirty (30) days after its publication. Said petition shall be addressed, signed, and verified as required in Section 13.13 of this Charter and shall be submitted to the Town Secretary. Immediately upon the filing of such petition, the Town Secretary shall present said petition to the Town Council. Thereupon, the Town Council shall immediately reconsider such ordinance and, if the Town Council does not entirely repeal the same, shall submit it to popular vote as provided in Section 13.07 of this Charter. Pending the holding of such election, each ordinance shall be suspended from taking effect and shall not later take effect unless a majority of the qualified voters thereon at such election shall vote in favor thereof. Unless otherwise provided by law, any election for a referendum under this Charter shall be held on the first authorized uniform election date that occurs after the sixty-second (62nd) day after the petition was presented to the Town Council.

PROPOSED CHARTER PROVISION (with proposed change noted)

**SECTION 13.15 VOLUNTARY SUBMISSION OF
LEGISLATION BY THE COUNCIL**

The Council, upon its own motion and by a majority vote of its Members, may submit to popular vote at any election for adoption or rejection any proposed ordinance or resolution or measure subject to the initiative process under this Charter, or may submit for repeal any existing ordinance subject to the referendum process under this Charter, in the same manner and the with same force and effect as provided in this Chapter for submission of petition, and may at its discretion call a special election for this purpose as authorized by state law.

17. Shall Section 13.13 of the Town Charter, entitled "Initiative," be amended to provide the following language:

Upon presentation to the Town Council, it shall become the duty of the Town Council, within two (2) regularly scheduled Town Council meetings after the receipt thereof, to pass and adopt such ordinance or resolution without alteration as to meaning or effect in the opinion of the persons filing the petition, or to call a special election, to be held on a date allowed under the Texas Election Code, at which the qualified voters of the Town shall vote on the question of adopting or rejecting the proposed legislation.

PROPOSED CHARTER PROVISION (with proposed change noted)

SECTION 13.13 INITIATIVE

Qualified voters of the Town of Little Elm may initiate legislation by submitting a petition addressed to the Town Council which requests the submission of a proposed ordinance to a vote of the qualified voters of the Town. Said petition must be signed by qualified voters of the Town equal to ten (10%) percent of the qualified voters in the Town, or sixty-five (65%) percent of the votes cast at the last municipal general election, whichever is greater and each copy of the petition shall have attached to it a copy of the proposed legislation. The petition shall be signed in the same manner as recall petitions are signed, as provided in this Chapter, and shall be verified by oath in the manner and form provided for recall petitions in this Chapter. The petition may consist of one or more copies as permitted for recall petitions. Such petition shall be filed with the Town Secretary. Within seven (7) days after filing of such petition, the Town Secretary shall present said petition and proposal ordinance to the Council. ~~Upon presentation to it, it shall become the duty of the Council, within ten (10) days after the receipt thereafter, at which the qualified voters of the Town of Little Elm shall vote on the question of adopting or rejecting the proposed legislation. However, if any other municipal election is to be held within sixty (60) days after the filing of the petition, the question may be voted on at such election. Any election order so issued shall comply fully with the Texas Election Code. Upon presentation to the Town Council, it shall become the duty of the Town Council, within two (2) regularly scheduled Town Council meetings after the receipt thereof, to pass and adopt such ordinance or resolution without alteration as to meaning or effect in the opinion of the persons filing the petition, or to call a special election, to be held on a date allowed under the Texas Election Code, at which the qualified voters of the Town shall vote on the question of adopting or rejecting the proposed legislation. Any election order so issued shall comply fully with the Texas Election Code. Unless otherwise provided by law, any election for an initiative under this Charter shall be held on the first authorized uniform election date that occurs after the sixty-second (62nd) day after the petition was presented to the Town Council.~~

18. Shall Section 14.03 of the Town Charter, entitled "Nepotism," be amended to conform this section to state law?

PROPOSED CHARTER PROVISION (with proposed change noted)

SECTION 14.03 NEPOTISM

No officer of the Town of Little Elm shall appoint, vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity or within the third degree by consanguinity to any Member of the Town Council or Mayor, when the salary, fees, or compensation of such appointee is to be paid for, directly or indirectly, out of or from public funds or fees of office of any kind or character whatsoever. This nepotism prohibition shall not apply to (1) any person employed by the Town for six (6) months prior to the person related in the above degree being elected to Town Council, or (2) any person who serves in an unpaid capacity with the Town. ~~However, this provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty for at least thirty (30) days, if the officer is appointed, or at least six (6) months, if the officer is elected.~~

When a person is allowed to continue in any such position, the officer related shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, re-employment, change in status, compensation, or dismissal of such person, unless such action is taken with respect to a bona fide class or category of employees.

19. Shall a new section, entitled "Licenses," be added to the Town Charter to provide as follows:

The Town shall have the power to license, levy and collect fees in order to license any lawful business, occupation or calling subject to control pursuant to the police powers of the State of Texas and for any other purpose not contrary to the Constitution and laws of the State of Texas.

SUGGESTED CHARTER PROVISION – NEW SECTION

SECTION 14. __ LICENSES

The Town shall have the power to license, levy and collect fees in order to license any lawful business, occupation or calling subject to control pursuant to the police powers of the State of Texas and for any other purpose not contrary to the Constitution and laws of the State of Texas.

VI.

Closing Thoughts

While this is a lot to digest, it will hopefully allow this Committee not to totally “reinvent the wheel,” so to speak, in going forward on its Charter-mandated tasks. I will be glad to provide additional information regarding my understanding of the respective thought processes that were involved in coming up with the various Charter amendment proposals by prior Councils and prior Charter Review Committees during our face-to-face meetings.



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 3. B.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present and Discuss the **Planned Development and History of Lakeshore Plaza Development and Adjacent Properties.**

DESCRIPTION:

At the December 1, 2020, regular Town Council meeting, Council requested to workshop the Planned Development for Lakeshore Plaza and discuss the adjacent property. Below is a timeline of those properties and attached are some additional supporting documents.

Project Summary for Lakeshore Plaza and Benny Properties

Introduction:

In the context of zoning, the current Lakeshore Plaza Planned Development request is viewed by staff as a sort of “wipe the slate clean and start fresh” project in order to capture what has already been constructed along with creating a compatible list of PD stipulations that will assure a quality development for the remainder of the property.

Per Town Council's request, staff has taken the time to review relative past Town Council meeting videos and minutes along with pulling all corresponding plans in order to provide the following timeline which outlines the series of requests, approvals, denials, and expirations associated with Lakeshore Plaza, Lots 1 & 2.

1. **April 6, 2013:** A Specific Use Permit (SUP) for a temporary concrete batch plant for the purpose of batching concrete in association with the expansion of Eldorado Parkway was approved.
2. **March 4, 2016:** Matt Shekari, the current owner purchased the subject property.

3. **August 10, 2016**: Matt Shekari recorded a Final Plat with Denton County establishing two lots of record, Lakeshore Plaza, Block A, Lots 1 & 2. (**See Exhibit A showing the Final Plat**)
4. **September 4, 2016**: Matt Shekari sold Lot 2 to “Benny”.
5. **February 7, 2017**: Council approved a Town-initiated zoning case expanding the Town Center District which included the Lakeshore Plaza property.
6. **February 7, 2017**: Council took action on the Specific Use Permit for the Outdoor Commercial Amusement project with a vote of denial. Prior to this meeting, the zoning case had been tabled at the November 1, 2016, December 20, 2016, and the January 17, 2017, Town Council meetings. (**See Exhibit B providing the full Town Council report**)
7. **March 7, 2017**: “Benny”, the previous owner of Lot 2, Town Council approved a Major Waiver request to the (then) Town Center District’s block face¹ requirement allowing him to sit the building back more than the required 15 feet. This project would be later modified with an additional Major Waiver request discussed in the next item. (**See Exhibit C providing the full Town Council report**)
8. **June 20, 2017**: “Benny” the owner of Lot 2 made another Major Waiver request to the (then) Town Center District’s required retail construction² and residential at-grade³ requirements. Town Council approved the request, however the project and associated plans expired on June 20, 2019 per the lapse of approval⁴ language contained within the (then) Town Center District section of the Zoning Ordinance as discussed in Item 13. (**See Exhibit D providing the full Town Council report**)
9. **June 20, 2017**: Matt Shekari, the owner of Lot 1, made a Major Waiver request to the (then) Town Center District’s block face¹ requirements allowing him to sit the building back more than the required 15 feet. Note that this item was moved to this meeting so it could be considered on the same agenda after the request for Lot 2. Town Council approved the request, however, the project and associated plans expired on June 20, 2019, per the lapse of approval⁴ language contained within the (then) Town Center District section of the Zoning Ordinance as discussed in Item 14. (**See Exhibit E providing the full Town Council report**)
10. **July 18, 2017**: Town Council approved a Specific Use Permit (SUP) for a Child Care Center on Matt Shekari’s Lot 1 property. Restrictions were placed on the project creating certain trigger dates between the proposed child care center and the mixed-use portion of the development. This project expired on January 18, 2018, as the applicant did not obtain a building permit for the project within the allowed SUP timeframe⁵ and expired after 6 months. (**See Exhibit F providing SUP Ordinance No. 1400**)
11. **August 15, 2017**: Town Council adopted revisions to the new Zoning Ordinance that included changing the name from Town Center District to Lakefront District.
12. **August 7, 2018**: Town Council approved a Specific Use Permit (SUP) for a Child Care Center on Matt Shekari’s Lot 1 property. New restrictions were adopted creating certain trigger dates between the child care center and retail structure. In addition, a developer’s agreement for the construction of Hillside Drive was approved offsetting impact fees for the construction. (**See Exhibit G providing SUP Ordinance No. 1462**)
13. **June 20, 2019**: All previous waiver requests and plans expired⁴ per ordinance as noted in the

relative items above, and the remainder of the project, in the context of zoning, starts over from square one.

14. **April 24, 2020:** “Benny” sold Lot 2 and according to Denton County Appraisal District, the new owner is Tekri Enterprises, Inc.
15. **December 1, 2020:** Town Council tabled the Lakeshore Plaza Planned Development (PD) request.

Conclusions and Options:

If the project wasn’t proposed to be subdivided and needing relief from the dumpster requirement, the Major Waiver request process in the Lakefront District could have been utilized with restrictions placed on the property as had been done in past. However, with the intended subdivision, the applicant needs relief on the dumpster standards that are required for each lot. The only way to accomplish this is through the PD process. The Town Council has the discretion to act on such zoning cases for approval or denial.

Footnotes, Terms & Definitions

1. **Block Face.** Continuous building frontage will be considered to be met if 80 percent or more of the primary building facade is located within 15 feet of the right-of-way or build-to line designated on an approved plan. This shall apply to each phase of development unless otherwise approved. However, administrative approval of a minor waiver will permit down to 70 percent, provided that the reduction results in an attractive outdoor dining area, building entry feature or other amenity which contributes to the streetscape. A greater reduction shall require approval of a major waiver. ***See Section 106.04.02 (Lakefront District), Division 3 (General District Standards), Item b (Block Face)***
2. **Required Retail Construction.** ***Not specifically outlined in the District’s language other than being listed as a major waiver item. The intent of the District is for every development to have a retail component.*** ***See Section 106.04.02 (Lakefront District), Division 3 (General District Standards), Item a (Building and land use)***
3. **Residential at-grade.**
 1. All buildings which have residential unit floor plates within six feet of grade shall include a primary front door entrance into the unit which may be accessed from the sidewalk. Any change to this standard shall be considered a major waiver.
 2. The entry shall be located a minimum of two feet above the sidewalk elevation and include a minimum 24 square foot stoop. If pre-empted by topographic conditions, the entry may be lowered in elevation, subject to approval of the director. However, up to 50 percent of units may be ADA accessible from the sidewalk provided there is a maximum four-foot largely transparent metal fence separating the private area from the public sidewalk area. Any change to this standard shall be considered a major waiver. ***See Section 106.04.02 (Lakefront District), Division 4 (Buildings), Item 5 (Residential at-grade)***
4. **Lapse of approval.** If a building permit has not been obtained within two years following approval of a regulating plan or site plan, such plan shall lapse unless the property owner

requests an extension prior to the expiration of the two-year period. The request for extension shall be considered by the original approving authority in the same manner as for approval of the existing plan. The authority may grant an extension of the time for expiration of the plan for a period not to exceed two years from the date of expiration of the original application. ***See Section 106.04.02 (Lakefront District), Division 9 (Lakefront Procedures), Item g (Lapse of Approval)***

5. If new construction is required to comply with a specific use permit or to be able to use property for the use for which a specific use permit is granted, a building permit for the property described in the specific use permit must be obtained from the town not later than six months after the effective date of the ordinance granting the specific use permit provided; however, the director may authorize one or more extensions of such deadline for a period totaling not more than one additional year after the original deadline. A specific use permit and the ordinance granting same shall terminate and be of no further effect if:
 1. A required building permit has not been issued within the timeframe required by this section, or
 2. A building permit has been issued but has subsequently expired. ***See Section 106.02.17 (Specific Use Permit Approval), Item e.1 (Termination of Specific Use Permits)***

Additional Lakefront Items to Note:

Loft, mixed-use. A mixed-use building that includes a majority of residential use such as lofts, apartments, condominiums and offices, but contains nonresidential use in a portion of the ground floor. ***See Section 106.04.02 (Lakefront District), Division 2 (Definitions)***

Mixed-use building. A vertical mixed-use building that includes a variety of retail, office, and/or residential uses such as lofts, live-work units, apartments and condominiums, but contains nonresidential use in a majority of the ground floor. ***See Section 106.01.14 (Land Use Definitions)***

Building form (height). Buildings shall not exceed four stories except where adjacent to Eldorado, which may be up to seven stories provided that views of the lake are not significantly blocked for neighboring development. Additional height along Eldorado may be allowed at specific locations by minor waiver. ***See Section 106.04.02 (Lakefront District), Division 4 (Buildings), Item c.1 (Building Standards/Building Form)***

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Council.

Attachments

Timeline Exhibits - Lakeshore Plaza

Timeline Graphic - Lakeshore Plaza

EXHIBIT A

W. ELDORADO PARKWAY - F. M. ROAD NO. 720
(R. O. W. VARIES)

STATE OF TEXAS
VOL. 647, PG. 312,
D. R. D. C. T.

(N 52°54'28" E 749.84')
N 53°12'41" E 712.73'

S 63°04'00" E 31.96'
(S 64°16'02" E, 31.96')

LEGEND

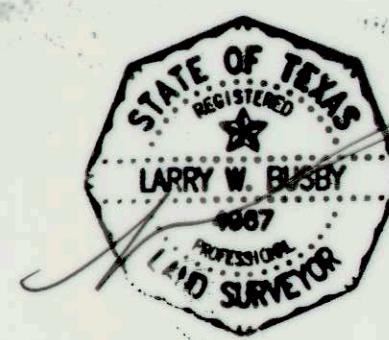
- () Record data per Vol. 4206, Pg. 1796
{ } Record data per Vol. Vol. 1446, Pg. 926
[] Calculated record data
F1/2 Found 1/2" rebar
F5/8 Found 5/8" rebar
FAD Found TXDOT Alum. Disk
FM Found concrete monument
R1/2 Record location of 1/2" rebar
S4967 Set 1/2" rebar w/cap marked "RPLS 4967"
SPK4967 Set P. K. Nail w/washer marked "RPLS 4967"
FSIA Found 1/2" rebar w/cap marked "Survey Inc Assoc"
UTS Unable to set - Not accessible
CM Controlling Monument for this survey
BM Benchmark
D. R. D. C. T. Deed Records of Denton Co., TX
P. R. D. C. T. Plat Records of Denton Co., TX
O. P. R. D. C. T. Official Public Records of Denton Co., TX
F. L., M. L. & U. E. Fire Lane, Mutual Access & Utility Easement
P. U. E. Public Utility Easement
E Existing Overhead Utility Lines
SAN Existing Sanitary Sewer
W Existing Water Line

BENCHMARK

A 1/2" rebar with a cap marked "CTRL PT RPLS 4967" set near the Northeast corner of the subject property.
Elevation: 544.56 (NAVD88 datum per GPS Static Observation resolved by OPUS)

CURVE DATA				
NO.	RADIUS	DELTA	ARC	CHORD (BRG & DIST)
1	596.27	21°03'01"	219.07'	S 75°30'48" W, 217.84'
2	42.00	77°34'06"	56.86'	S 14°25'38" W, 52.62'
3	42.00	102°23'54"	75.09'	S 63°04'00" E, 75.09'
4	30.00	07°02'22"	16.70'	S 47°18'50" E, 16.49'

LINE DATA		
NO.	BEARING	DISTANCE
1	N 52°54'28" E	749.84'
2	N 55°21'56" E	44.09'
3	N 00°48'47" E	13.36'
4	N 53°12'41" E	12.72'
5	S 63°04'00" E	31.96'
6	N 89°22'37" W	19.00'
7	S 36°47'19" E	52.00'
8	S 53°12'41" W	240.29'
9	S 24°21'28" E	68.61'
10	N 53°12'41" E	255.06'
11	N 36°47'19" W	3.68'
12	S 53°12'41" W	76.78'
13	S 62°56'38" E	22.04'
14	N 53°12'41" E	13.68'
15	N 36°47'19" W	20.00'
16	S 53°12'41" W	19.59'
17	N 36°47'19" W	61.40'
18	N 53°12'41" E	76.78'
19	N 36°47'19" W	25.00'
20	N 53°12'41" E	36.74'



FINAL PLAT

OF
LOTS 1 & 2 IN BLOCK A,
OF

LAKE SHORE PLAZA

A PORTION OF THE MATTHEW JONES SURVEY
ABSTRACT NUMBER 667,
IN THE
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

CONTAINING 266,619 SQ. FT OR 6.121 ACRES
June, 2016

Filed for Record
in the Official Records Of:
Denton County
On: 8/10/2016 10:23:21 AM
In the PLAT Records
LAKE SHORE PLAZA
Doc Number: 2016-2091
Number of Pages: 2
Amount: 100.00
Order#: 20160810000221
By: SP



DELTA LAND SURVEYING
P. O. Box 6105
Round Rock, Texas 78683
(512) 781-9800 www.DeltaLandSurveying.net
Firm No.: TX 10194017 OK 5405 Copyright 2016 - All Rights Reserved

EXHIBIT B

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT: 16-SUP-003 Lakeshore Plaza Amusement

PUBLIC HEARING DATES: Planning & Zoning Commission: 10-20-16
Town Council: 11-1-16 (extended)
12-20-16 (extended)
1-17-17 (extended)
2-7-17

REQUEST: A request for a Specific Use Permit for Commercial Amusement, Outdoor on approximately 2.28 acres of land currently zoned Light Commercial district (LC)

PROPOSED USE: Outdoor Amusement Park

LOCATION: Generally located south of Eldorado Parkway and west of Hillside Drive, within the town limits of Little Elm

SIZE: Approximately 2.28 acres of land

CURRENT ZONING: Light Commercial district (LC)

FUTURE LAND USE PLAN DESIGNATION: Eldorado Corridor District

EXISTING USE / SITE ATTRIBUTES: Vacant

APPLICANT: Toptel

OWNER: Martin Shekari

PLANNING ANALYSIS: Chapter 106 of the Little Elm Code of Ordinances requires outdoor commercial amusement uses to obtain a Specific Use Permit (SUP) to legally operate in Light Commercial (LC) zoning districts.

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

The applicant would like to develop an amusement park to enhance the family-friendly entertainment in Little Elm. Council asked applicant

to come back to the next meeting with some new concepts for approval. As seen on the concept plan, the applicant is proposing construction of a miniature golf course, bumper cars, and batting cages within a pirate/lake theme. A parking lot will be poured to service the amusement park. Shared parking behind the retail building to the north will also be available. Bumper cars have a potential for noise and bright lights.

In addition to the proposed zoning, the applicant has a staff-approved site plan package for a retail strip on the northern portion of the property, and his civil plans are currently under Town review. The retail strip and future indoor commercial amusement business are allowed by-right in the Light Commercial (LC) zoning district and will develop separately from the outdoor amusement park. It is not included in the zoning request and should not be considered for the recommendation.

An important component of this project is that part of it is planned to be built in the floodplain. The applicant will have to get approval from the United States Army Corps of Engineers (USACE) to construct the amusement park. No buildings are being proposed in the floodplain which provides for possibility of approval. Thus, the applicant needs approval from the Town and USACE to commence construction of the amusement park.

The Future Land Use Plan (FLUP) designates the subject property as Eldorado Corridor District, which calls for retail and office uses with quality, unified aesthetics. While the southern amusement area does not conform to this, as the building north of it will, it does link this area to the Lakefront district due to creating a playful destination in Little Elm.

The subject property is located on approximately 2.28 acres south of Eldorado Parkway, near Hillside Drive. It is currently surrounded by vacant land, except for one home directly adjacent to the property in question. If approved, staff has requested a condition of the SUP to be dense evergreen screening along the common property line, as well as a wrought iron fence, pending USACE permission, due to much of that proposed fencing being built in the floodplain. Lewisville Lake is directly south of the subject property and views from the amusement park rides are expected to be beautiful.

No waivers from the landscape requirements are being proposed, and the natural existing trees will be preserved to fulfill the requirements as much as possible. The applicant chose this location so he could really make the most of the aesthetics of the lakeside environment.

On October 20th, 2016, the Planning & Zoning Commission unanimously recommended approval of the proposed SUP with the stipulations that they have semi-annual inspections from community integrity, resort-style miniature golf, no flat or linear grading with elevation changes and water features.

On November 1, 2016 and December 20, 2016 Council tabled item to be brought back on January 17, 2017 with new proposals. Applicant will present ideas to Council for approval.

If approval is granted of the requested SUP, staff proposes the following conditions:

1. Approval to construct must be obtained from the United States Army Corps of Engineers (USACE).
2. Annual registration with the Town is required, thus mandating a semi-annual commercial integrity inspection of the property by Town staff.
3. Resort-style miniature golf, no flat or linear grading with elevation changes and water features.
4. Construction plans to conform to the concept plans as presented.
5. The subject property shall be responsible for installing evergreen shrubs of at least 5 feet in height at the time of planting along the inside of the common property line with the existing residential property to the east. In addition, a 6 foot tall, decorative black wrought iron (tubular steel) fence shall be installed on the common property line, if permitted by USACE. The purpose is to screen the outdoor amusement park from the existing adjacent residents and to provide security for the residents' home.

Important to note, the conceptual plans are for reference only and are not necessarily an accurate indication of how the final product will appear.

TOWN CONTACT:

Jason W. Laumer, P.E. – Director of Development Services

ATTACHMENTS:

Location Map
Conceptual Site Plan
Presentation

TOWN OF LITTLE ELM

ORDINANCE NO. 1356

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AS AMENDED, BY ISSUING A SPECIFIC USE PERMIT FOR OUTDOOR AMUSEMENT PARK USE ON APPROXIMATELY 2.28 ACRES OF LAND CURRENTLY ZONED LIGHT COMMERCIAL DISTRICT (LC); GENERALLY LOCATED SOUTH OF ELDORADO PARKWAY AND WEST OF HILLSIDE DRIVE; PROVIDING THAT THIS SPECIFIC USE PERMIT IS ESTABLISHED SUBJECT TO CERTAIN CONDITIONS AS SET FORTH HEREIN; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001, and as amended; 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, Martin Shekari ("Shekari") is the owner of certain property ("Property"), being approximately 2.28 acres more specifically described on the Location Map attached hereto and incorporated herein, upon which Shekari desires to operate an outdoor amusement park; and

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the Property with an outdoor commercial amusement use while the Property is zoned Light Commercial District (LC); and

WHEREAS, Shekari has requested a Specific Use Permit for an outdoor amusement park on the Property, approximately 2.28 acres of land currently zoned Commercial District (LC) and more specifically described on the Location Map, attached hereto; and

WHEREAS, Section 106-36 of the Little Elm Code of Ordinances, and as amended, provides that in considering and determining the issuance of a specific use

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

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

WHEREAS, after due deliberations and consideration of the recommendation of the Town 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 is in the best interests of the public health, safety, and welfare of the residents of the Town and that it is the public interest to grant the requested specific use permit for outdoor amusement park use, which use 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 issuing a **Specific Use Permit for outdoor amusement park use** to the Property generally located south of Eldorado Parkway and west of Hillside Drive, an approximately 2.28 acre tract of land more particularly described on the Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

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

1. Approval to construct must be obtained from the United States Army Corps of Engineers (“USACE”).

2. Annual registration with the Town is required, thus mandating a semi-annual commercial integrity inspection of the property by Town staff.

3. Any miniature golf use on the Property must be a resort-style miniature golf concept with elevation changes and significant water features; a flat or linear grading style concept shall not be permitted.

4. Construction plans for the Property shall conform to the site plan and conceptual use plans attached hereto and incorporated by reference as if fully set forth herein.

5. The Property shall be responsible for installing evergreen shrubs of at least 5 feet in height at the time of planting along the inside of the common property line with the existing residential property to the east. In addition, a 6 foot tall, decorative black wrought iron (tubular steel) fence shall be installed on the common property line, if permitted by USACE. The purpose is to screen the outdoor amusement park from the existing adjacent residents and to provide security for the residents’ home.

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 this Ordinance without the invalid 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 the 17th day of January 17, 2016.

The Town of Little Elm, Texas

David Hillock, Mayor

ATTEST:

Kathy Phillips, Town Secretary

ATTACHMENTS

- 1. Location Map**
- 2. Site Plan**
- 3. Conceptual Use Plans**



Image Source: Google 2016







Location Map

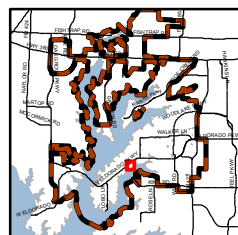
Lakeshore Plaza
Amusement Park
Town of Little Elm
Denton County, TX

Date: 10/5/2016

0 120 240 Feet

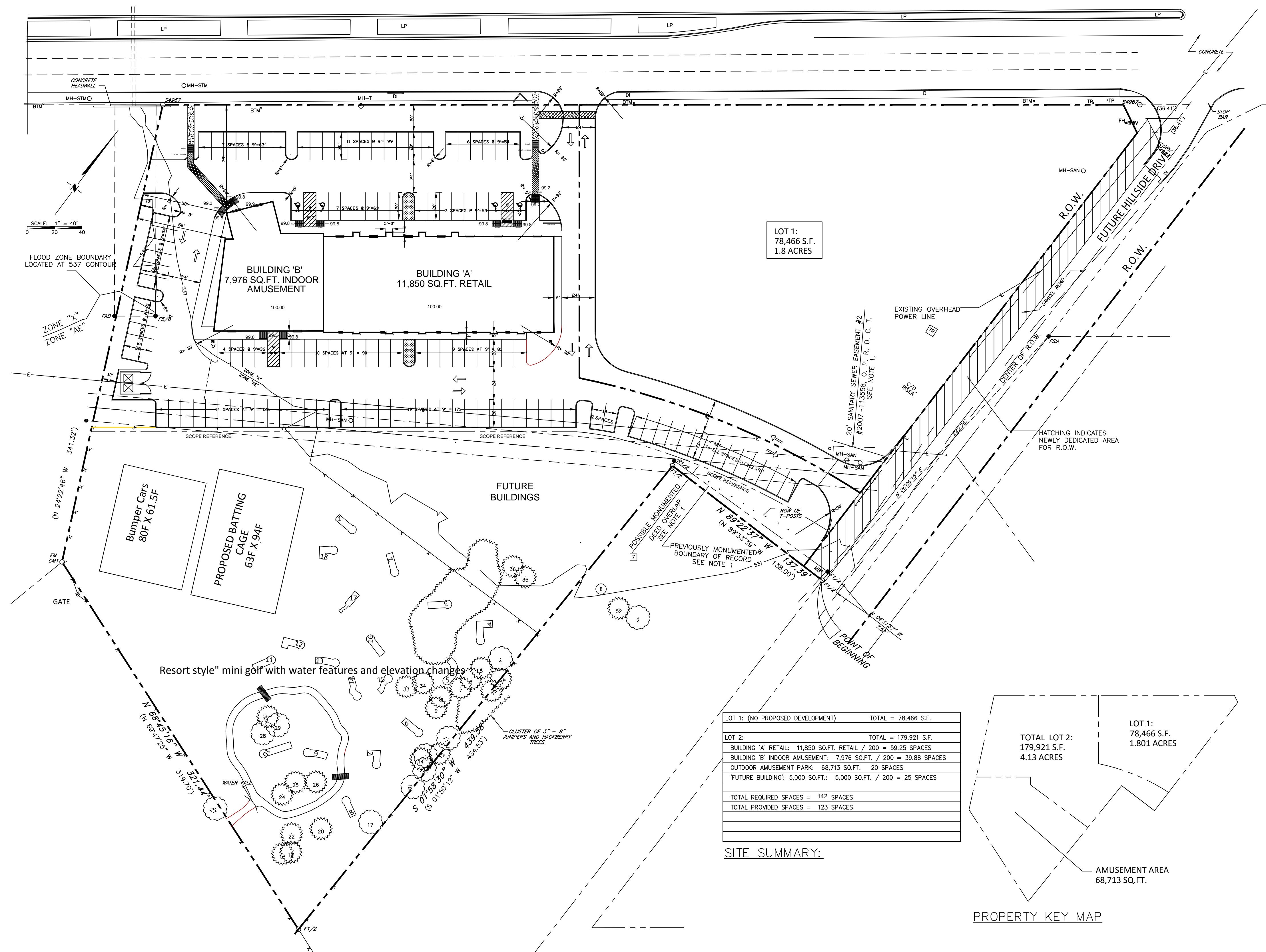
Legend

-  Roads
-  Amusement Park
-  ETJ
-  Town Limit



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.



LakeShore Plaza

Located on beautiful lake Lewisville
and Little elm City

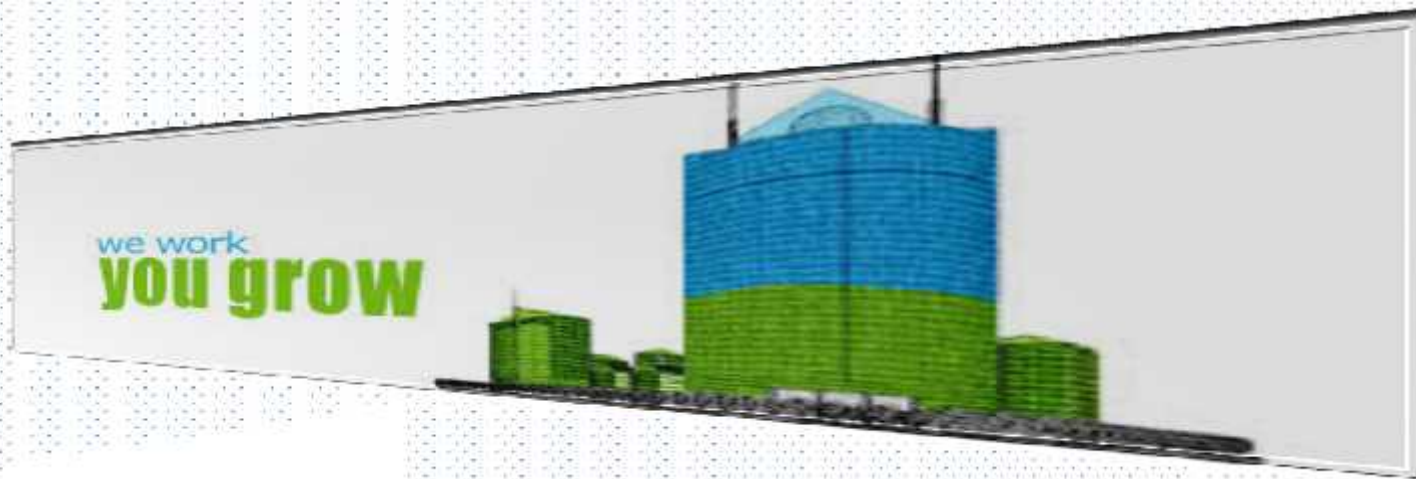
Eldorado Parkway at Hillside drive Little elm Texas 75068

www.lakeshoreplaza.us

Just as entertainment is becoming an essential component of shopping centers, entertainment is the backbone of today's urban redevelopment. Often referred to as urban or location-based entertainment centers, these projects integrate entertainment with retail, dining and cultural facilities to create a resident and tourist destination



With the business boom that is occurring in our local area and the desire to improve overall profit margins, Mr. Shekari is planning to shift its target market from Contractor Company to construct and operate retail, restaurant, theme park and mini golf in 6.19 Acres commercial land by the Lewisville Lake.



- **General Contractor**

TOPTTEL LLC is a contractor company formed from March 2014 in TEXAS. The company has successfully operated for the past 12 years in other countries like Canada, working on communication and construction projects.

TOPTTEL has developed a solid reputation for delivering outstanding service and results.

www.topttelecom.us

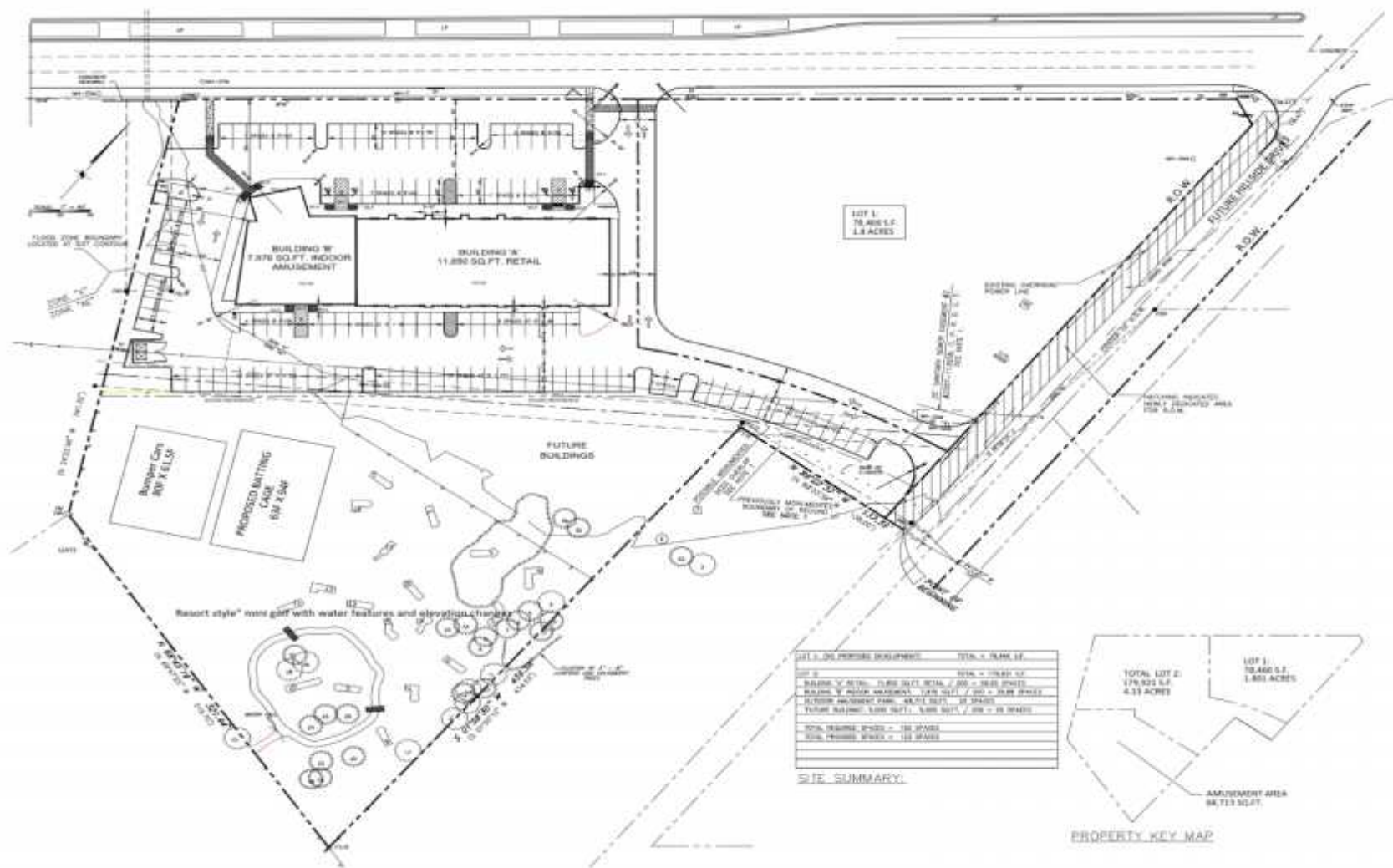


TOPTEL purpose is to construct a profitable and well managed retail, resultant, Indoor & Outdoor theme park and mini golf while at the same time creating an atmosphere of fun and excitement for the entire family, with activities designed to please the local residents, as well as the substantial tourist.

This project will be done in 2 phase on 4.5 Acres land

Phase1: 12700 SF retails

Phase2: 8,000 SF indoor Theme park and 67,713 SF outdoor Theme Park and Mini golf





Pirate Adventure Park

Theme park and Miniature Golf

The park provides visitors of all ages with a full day of indoor and outdoor fun and adventure.

It is Theme park and mini golf based around Pirates

www.Pirateauradventure.us





8,000 SF indoor theme park



Indoor theme park attractions



Arcade/ Redemption games



Redemption games Counter



Indoor theme park attractions



Dino Jump City



Party Area/Restaurant



Indoor theme park attractions



- Jump Frog



- Kiddie rides



Indoor theme park attractions



VR area



Air hockey



Indoor theme park attractions



Adult area including Bar and adult games with kids area view to supervise children



What we are going to build in outdoor theme park

- 1) Batting Cage
- 2) Resort style” mini golf with water features and elevation changes.
- 3) Bumper Cars



Pirate Theme Resort Style Miniature golf



Batting Cage



Bumper Car



EXHIBIT C

TOWN OF LITTLE ELM

Town Council Commission

Staff Report



PROJECT: TC-Site Plan Lakefront on Eldorado

PUBLIC HEARING DATES: Planning & Zoning Commission: 02/16/17
Town Council: **03/07/17**

REQUEST: A request for a major waiver to existing Town Center District zoning to allow for the construction of a mixed-use development.

PROPOSED USE: Mixed-Use

LOCATION: Located at the southwest corner of Eldorado Parkway and Hillside Drive.

SIZE: Approximately 1.7 acres of land

CURRENT ZONING: Town Center District (TC)

PROPOSED ZONING: Town Center District (TC)

FUTURE LAND USE PLAN DESIGNATION: Eldorado Corridor District

EXISTING USE / SITE ATTRIBUTES: Vacant property with 36-inch heritage tree.

APPLICANT: Ricardo Doi, P.E. – Petitt Barraza, LLC

OWNER: Earaj, LP

PLANNING ANALYSIS: On February 7, 2017, the Town of Little Elm approved Ordinance 1376 which rezoned approximately 76 acres of property to Town Center District zoning. The previous zoning was a combination of light commercial (LC) and single family (SF-1 and SF-2). The subject property, formerly zoned LC, was a part of the overall request.

The Town of Little Elm adopted the current Comprehensive Plan in 2008. The current growth in Lakefront and potential future growth are following the plans and concepts that have been in place for nearly 10 years. Various projects that push the development forward have been ongoing since that time period. Hula Hut, Palladium and Hydrous Water Park are examples of the potential for the area. Town Council has directed staff that the downtown area should be preserved for developments that align with the “Lakefront feel” and further perpetuate the idea that Little Elm is a “destination” location.

The 2008 Comprehensive Plan identified the desire to provide a mix of housing opportunities, a pedestrian friendly street environment, non-homogenous residential and commercial developments, and wanted to introduce urban design that would promote the implementation of small town design guidelines in order to maximize desirability and aesthetic appeal throughout the Town.

The applicant is requesting a major waiver to design standards of the TC district. Approval of the request would allow for a change to the relative standards, as identified in the district regulations and requiring planning and zoning commission and town council approval. The proposed development generally meets the overall intent and design standards of the TC district with the following exception:

- Block Face – the ordinance requires 80 percent of the primary façade to be located within 15 feet of the right-of-way or build-to line.
- Approval would be conditional based on following conditions:
 1. Ground floor required to be office/retail
 2. Any residential above ground floor must be a condo type unit for sale.
 3. Property Owner Association Required, copy of bylaws must be provided to the Town
 4. No owner/entity can own more than 5 units.
 5. Power lines along the east property line on Hillside Beach and behind the proposed building must be buried.

The proposed site features an existing 36" heritage tree. In order to preserve the existing oak tree, and provide parking in the front for the retail while developing the property to the intent of the TC zoning district, a major waiver must be requested.

RECOMMENDATION:

P&Z recommended approval of the applicant's request.

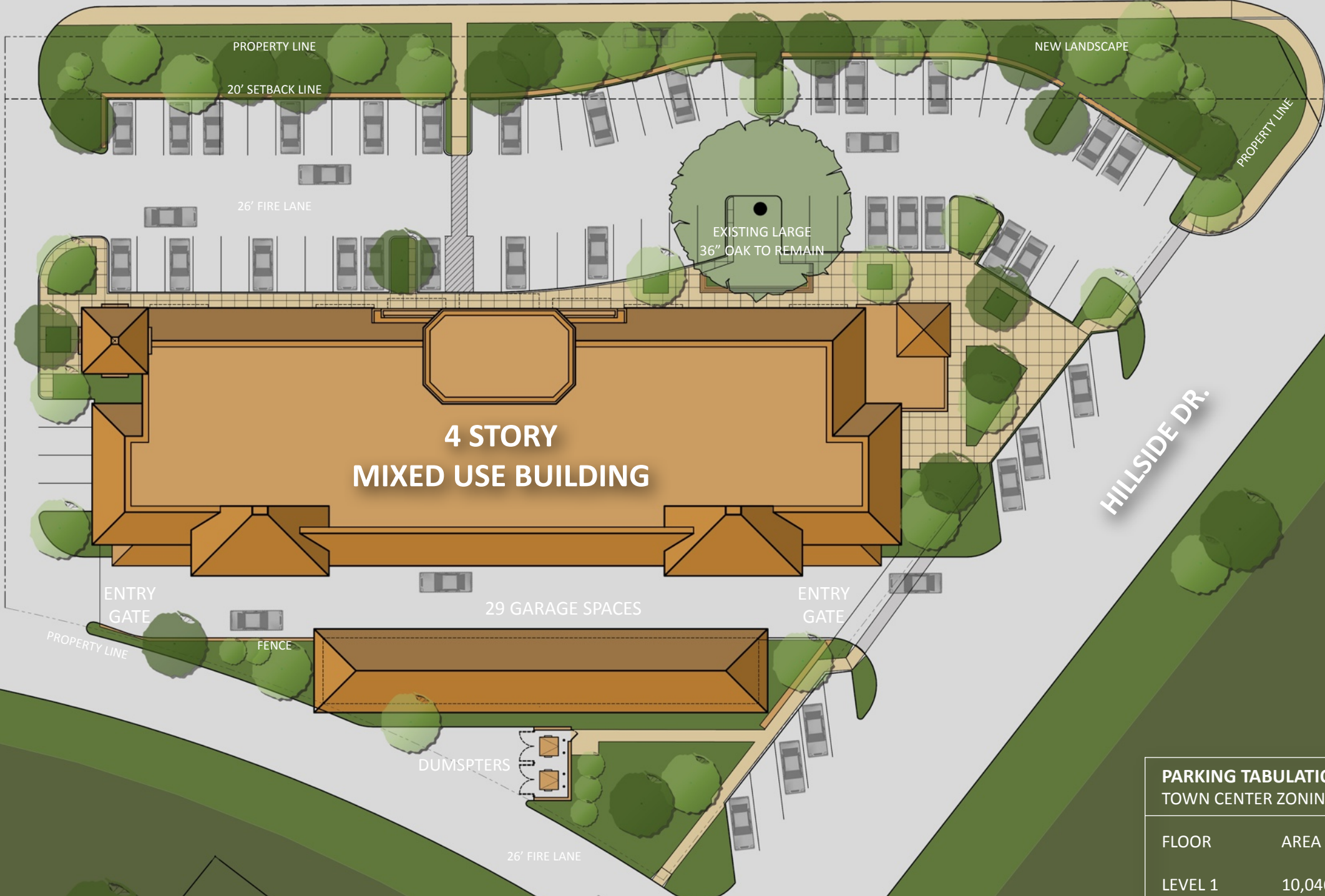
TOWN CONTACT:

Jason Laumer, P.E., CFM – Director of Development Services
Skye Thibodeaux – Planning & Community Services Manager

ATTACHMENTS:

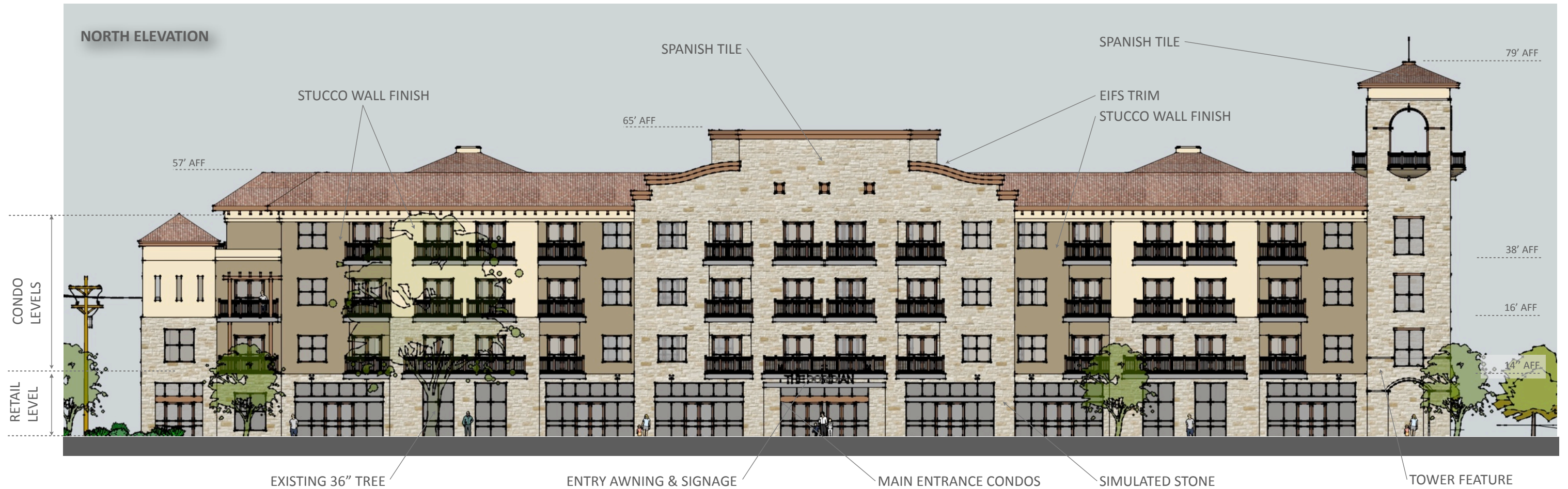
Site Plan
Elevations
Landscape Plan
Conceptual Renderings

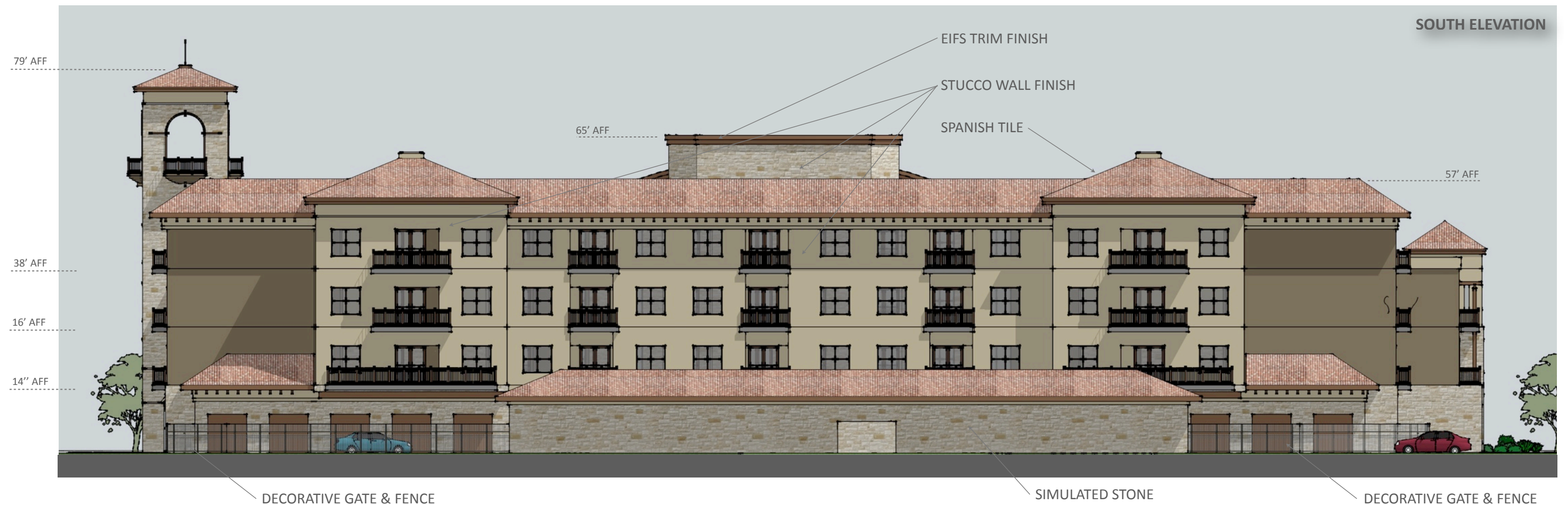
EL DORADO PARKWAY



GROSS AREA SF	
FLOOR	AREA
LEVEL 1	20,952 SF
LEVEL 2	20,376 SF
LEVEL 3	19,766 SF
LEVEL 4	18,687 SF
79,781 SF	

PARKING TABULATION TOWN CENTER ZONING DISTRICT MIXED USE			
FLOOR	AREA	REQUIRED	PROVIDED
LEVEL 1	10,046 SF	26 (1:400SF)	
LEVEL 2	13 UNITS	27 (1: BEDROOM)	
LEVEL 3	14 UNITS	27 (1: BEDROOM)	
LEVEL 4	15 UNITS	30 (1: BEDROOM)	
		110	105





IRRIGATION PERFORMANCE NOTES

1. ALL EQUIPMENT REFERENCED IN THIS CATALOG UNLESS OTHERWISE NOTED.
2. MAIN SPRAY HEAD ARE 80' 1800' 4" SAM SERIES, W/ MPR NOZZLE INSTALLED PER DETAIL.
3. SHURF SPRAY HEADS ARE 80' 1800' 4" SAM W/ MPR NOZZLE INSTALLED PER DETAIL.
4. ELECTRIC CONTROL VALVES SHALL BE 1/2" NPT, 150 PSI, 150 GPM, 150' 1800' 4" SAM SERIES, W/ MPR NOZZLE INSTALLED PER DETAIL.
5. SHURF SPRAY HEADS SHALL BE 1/2" NPT, 150 PSI, 150 GPM, 150' 1800' 4" SAM SERIES, W/ MPR NOZZLE INSTALLED PER DETAIL.
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20. SHURF SPRAY HEADS SHALL BE 1/2" NPT, 150 PSI, 150 GPM, 150' 1800' 4" SAM SERIES, W/ MPR NOZZLE INSTALLED PER DETAIL.

LANDSCAPE NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR BEING FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF SOIL UTILITIES.
2. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS, AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AT (727)869-3535. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH GENERAL CONTRACTOR AND SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH PLANTING OPERATIONS.
4. IF CONFLICTS ARISE BETWEEN SIZE OF AREAS AND PLANS, CONTRACTOR IS TO CONTACT LANDSCAPE ARCHITECT FOR RESOLUTION. FAILURE TO MAKE SUCH COORDINATION KNOWN TO THE LANDSCAPE ARCHITECT WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE THE MATERIALS.
5. ALL PLANT MATERIAL SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION.
6. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT AND OWNER.
7. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT 48 HOURS PRIOR TO COMMENCEMENT OF LANDSCAPE WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.
8. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL SHRUB AND GROUND COVER AREA IN A WEED-FREE, DEBRIS-FREE, AND BERMUDA-FREE CONDITION. ALL EXISTING GRASSES SHALL BE DIED OUT BY THE ROOTS AND REMOVED FROM THE SITE.
9. ALL PLANTING AREA SHALL SLOPE AWAY FROM BUILDINGS TOWARDS THE WALKS AT A MINIMUM 2% SLOPE.
10. FINISH GRADE SHALL BE 1" BELOW FINISH PAVING SURFACE IN ADJACENT LAWN AREA AND 2" IN SHRUB AREAS. SOME SOIL EXCAVATION MAY BE REQUIRED TO ACCOMPLISH FINISH GRADE. (SEE SOIL PREPARATION SPECIFICATIONS.)
11. CROWN OF ALL PLANT ROOT SYSTEMS SHALL BE SLIGHTLY HIGHER AFTER SETTLING ADJACENT SOIL.
12. SEE DETAILS AND SPECIFICATIONS FOR STAKING AND GIVING METHODS, PLANT PT DIMENSIONS AND BACK FILL REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE TREE'S STABILITY FOR THE DURATION OF THE WARRANTY PERIOD.
13. SHRUBS, GROUND COVERS, AND SEASONAL COLOR SHALL BE TRIANGULARLY SPACED AT SPAN SHOWN ON PLANT LIST AND SHALL RECEIVE A 2" LAYER OF LAYER OF MULCH.
14. ALL GROUND COVERS TO BE HELD BACK 12" FROM EDGE OF SHRUB PLANTING AREAS AND 6" FROM EDGE OF PAVING. ALL PLANTING BEDS TO BE DIVIDED FROM SOD WITH STEEL EDGING, TYPICAL.
15. SEASONAL COLOR WILL BE SELECTED BY THE LANDSCAPE ARCHITECT PRIOR TO THE INSTALLATION TIME.
16. ALL TREES SHALL BE LOCATED A MINIMUM OF 4 FEET FROM WALLS, HEADERS, WALKS, AND OTHER TREES WITHIN THE PROJECT. IF CONFLICTS ARISE BETWEEN SIZE OF AREAS AND PLANS, CONTRACTOR IS TO CONTACT ARCHITECT FOR RESOLUTION. FAILURE TO MAKE SUCH COORDINATION KNOWN TO THE ARCHITECT WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE THE MATERIALS.
17. SLOPE AREA SHALL NOT HAVE PLANTING INSTALLED UNTIL ALL GULLIES TO RUTS HAVE FILLED IN WITH ADJACENT SOIL AND COMPACTED.
18. LANDSCAPE CONTRACTOR TO RECEIVE SITE GRADED +/- .10 OF 1" OF FINISHED GRADE.
19. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH PLANT MATERIALS FREE OF PEST OR PLANT DISEASE. IT IS THE CONTRACTOR'S OBLIGATION TO WARRANTY ALL PLANT MATERIAL FOR 365 DAYS FROM FINAL COMPLETION DATE.

IRRIGATION AFFIDAVIT

1. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAP-TRANSPIRATION (ET) WEATHER BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY LICENSED IRRIGATION.
2. ALL BEEDING AREAS TO BE INSTALLED AS BE-DRIP-LINE IRRIGATION SYSTEM.
3. ALL GRASS AREAS TO BE INSTALLED WITH MPR ROTOR NOZZLE, LARGEST 15' ARCH. 10' NOZZLES AT BACK OF CURBS. DO NOT THROUGH OVER WALKS. BETWEEN BACK TO CURB AND SIDEWALK AND ALL AREAS LESS THAN 5 FEET WIDE DRIPP IRRIGATION IS REQUIRED, PER TCEQ STATE LAW.

BERMUDA SOD NOTES

1. WATER SETTLE ALL TRENCHING ON SITE IN SOD AREA.
2. SITE SOIL TO BE TILLED, 6" DEEP BY MECHANICAL TILLER, BREAKING DOWN CLODS TO MAX 1" SIZES. REMOVING ALL ROCKS OVER 1" DIA AND DEBRIS IN ALL AREAS.
3. LEVEL TO DRAIN FINE GRADE SMOOTH TO DRAIN, FINISH WITH LARGE HAND RAKE SURFACE.
4. INSTALL 1" COMPOST, RAKE SMOOTH.
5. APPLY SLOW RELEASE FERTILIZER, PER MANUFACTURER INSTRUCTIONS.
6. INSTALL SOD, IN LARGE ROLLS, STAGGERING EDGES AND FITTING WITH NO GAPS ARE ALLOWED.
7. WATER (3) TIMES A DAY (4) FOUR MINUTES A DAY FOR 7 DAYS TO NOT LET ROOTS DRY OUT. ADJUST TIME AS REQUIRED TO NOT OVER WATER.
8. CONTRACTOR TO MAINTAIN GRASS AND INCLUDE (1) ONE MOWING IN BASE BID AFTER SOD REACHES 1.5"-2" HIGH.

LANDSCAPE IRRIGATION WARRANTY

1. LANDSCAPE CONTRACTOR SHALL WARRANT ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM TIME OF FINAL ACCEPTANCE AND PAYMENT OF THE COMPLETED WORK.
2. IRRIGATION SYSTEM SHALL BE WARRANTED FOR ONE YEAR PARTS AND LABOR FOR NEW ITEMS.

ROOT BARRIERS AT UTILITIES AND PAVING EDGES

1. NO TREE SHALL BE PLANTED WITHIN 5 FEET OF ALL UTILITIES WATER, SEWER, ELEC, CABLE, STORM, ECT.
2. ROOT BARRIERS ARE REQUIRED IN ALL TREES WITHIN UTILITY EASEMENTS AND AT EDGE OF PAVING WITHIN 5 FEET. PROVIDE ON ALL TREES SHOWN, UNLESS NOTED.
3. DEEP ROOT BARRIERS, 1-800-458-7668, INSTALL UB-48-2 PER SPECIFICATIONS AT EACH TREE ON SIDE OF PAVING OR UTILITY. INCLUDE 4" WIDE TRENCH OF 3/4" DRAIN GRADE, ON OUTSIDE OF BARRIER, 24" DEEP, BARRIER TO EXTEND 1' ABOVE GRADE.

CITY OF LITTLE ELM REQUIRED STANDARD NOTES

1. THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING AND SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.
2. LANDSCAPE AREAS SHALL BE KEPT FREE OF BRUSH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT A PART LANDSCAPING.
3. NO SUBSTITUTIONS FOR PLANT MATERIALS IS ALLOWED, WITHOUT WRITTEN AND STAMPED APPROVAL BY THE DIRECTOR ON A REVISED LANDSCAPE PLAN.
4. THE RIGHT-OF-WAY ADJACENT TO REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY ADJACENT PROPERTY OWNER IN THE SAME MANNER AS THE REQUIRED LANDSCAPE AREA. ALL OWNERS WILL MAINTAIN VISIBILITY AS APPROVED BY THE DIRECTOR. ALL PLANTINGS INTEND FOR EROSION CONTROL, WILL BE MAINTAINED. THE TOWN MAY REQUIRE RE-VEGETATION TO PREVENT EROSION OR SLIPAGE.
5. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH BE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN 30 DAYS OF A DATE APPROVED BY THE DIRECTOR, BASED ON CURRENT SEASONS AND WEATHER CONDITIONS (I.E. DROUGHT OR FREEZE).
6. WHEN POWER LINES ARE PRESENT, TREES SHALL NOT BE PLANTED UNDERNEATH AND SHOULD BE ORIENTED IN A MANNER TO AVOID CONTACT. SUBSTITUTION OF PLANT MATERIALS IS NOT ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM THE DIRECTOR.
7. REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAP-TRANSPIRATION (ET) WEATHER BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY QUALIFIED PROFESSIONAL AND INSTALLED BY LICENSED IRRIGATION.
8. REQUIRED LANDSCAPED OPEN SPACE AREA AND DISTURBED SOILS SHALL BE COMPLETELY COVERED WITH LIVING PLANT MATERIAL, PER THE LANDSCAPE ORDINANCE.
9. ALL STREET FURNITURE (BENCHES, BOLLARDS, LAMPPOSTS, TRASH RECEPTACLES, PAVO FURNITURE, BIKES RACKS, ECT.) SHALL BE A CHIP-AND-FLAKE RESISTANT METAL, DECORATIVE, GENERALLY BLACK "STORM CLOUD" IN COLOR.

LANDSCAPE PLAN LEGEND

- QUANTITY
SYMBOL KEY TO PLANT LIST
200 SQ FT BG-1
200 SQ FT BED
SQUARE FEET OF SOD AREA NOTED
SQUARE FEET OF GROUND COVER AREA NOTED

PLANT LIST

QUANTITY	EVERGREEN TREES	COMMON NAME	BOTANICAL NAME	SIZE
5	TE-1	LIVE OAK	QUERCUS VIRGINIANA	100 GAL, 4.0-4.5" CAL, 14-16 FT.
5	TE-2	LIVE OAK	QUERCUS VIRGINIANA	65 GAL, 3.0-3.5" CAL, 12-14 FT.
10	TD-1	BALD CYPRESS	TAXODIUM DISTICHUM	65 GAL, 3.0-3.5" CAL, 12-14 FT.
10	TD-2	CHINESE PISTACHE	PISTACHIA CHINENSIS	65 GAL, 3.0-3.5" CAL, 12-14 FT.
10	TD-3	CEDRAR ELM	ULMUS CRASSIFOLIA	65 GAL, 3.0-3.5" CAL, 12-14 FT.
10	TD-4	SHANTUNG MAPLE	ACER TRUNCATUM	65 GAL, 3.0-3.5" CAL, 12-14 FT.
11	OT-1	ORIENTAL RED	LAGERSTROMIA INDICA, TUSCARORA	25 GAL, 6-8 FT.
3	OT-2	JAPANESE MAPLE	ACRE PALMANTUM	25 GAL, 6-8 FT.
1	OT-3	LITTLE GEM MAGNOLIA	MAGNOLIA GRANDIFLORA, LITTLE GEM	35 GAL, 6-8 FT.
1	SH-1	DWARF YAUPOIN HOLLY	LEX VOMITORIA, NANA	15 GAL
1	SH-2	INDIAN HAWTHORN, WHITE	RAPIHLOPIS INDICA, CLARA WHITE	3 GAL
1	SH-3	DWARF BURFORD HOLLY	LEX CORNUTA, BURFORD	3 GAL
1	SH-4	DWARF BURFORD HOLLY	LEX CORNUTA, BURFORD	3 GAL
1	SH-5	TEXAS RED YUCCA	HESPERALOE PARVIFOLIA	45 GAL, 6-9 FT FULL TO GROUND
1	SH-6	NELLIE R. STEVENS	LEX OPACA, N.R. STEVENS	45 GAL, 6-9 FT FULL TO GROUND

COMMON NAME

GROUND COVERS	GC-1	MORRIS GRASS, BIG BLUE	LIROPE MUSCARI	4" POTS
	GC-2	PURPLE WINTER CREEPER	EUONYMUS FORTUNEI	1 GAL
	GC-3	DANIEL, YELLOW	HEMORICALLIS, YELLOW	1 GAL
	GC-4	LANTANA (PT) PURPLE (W) WHITE	LANTANA CAMARA	1 GAL
	GC-5	MEXICAN FEATHER GRASS	NASSELLA TENUISSIMA	1 GAL
	GC-6	RUELLIA BRITTONIANA, DWARF	RUELLIA BRITTONIANA, DWARF	4" POTS
VINES	VN-1	CAROLINA JESSAMINE	GELSEMIUM SEMPERVIRENS	5 GAL, WIRE TO FENCE
GRASS	BG-1	BERMUDA GRASS	BERMUDA SPECIES, COMMON	SOLID SOD

BOTANICAL NAME

GROUND COVERS	GC-1	MORRIS GRASS, BIG BLUE	LIROPE MUSCARI	4" POTS
	GC-2	PURPLE WINTER CREEPER	EUONYMUS FORTUNEI	1 GAL
	GC-3	DANIEL, YELLOW	HEMORICALLIS, YELLOW	1 GAL
	GC-4	LANTANA (PT) PURPLE (W) WHITE	LANTANA CAMARA	1 GAL
	GC-5	MEXICAN FEATHER GRASS	NASSELLA TENUISSIMA	1 GAL
	GC-6	RUELLIA BRITTONIANA, DWARF	RUELLIA BRITTONIANA, DWARF	4" POTS
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GRASS	BG-1	BERMUDA GRASS	BERMUDA SPECIES, COMMON	SOLID SOD

LANDSCAPE ORDINANCE PLANT SYMBOLS

1. PLANTING NOTE PER CITY OF LITTLE ELM.
2. TREES ARE REQUIRED TO BE 2.5"-3" CALIPER MINIMUM AT TIME OF PLANTING.
3. ALL SHRUBS REQUIRED FOR SCREENING SHALL BE 24" TALL AT TIME OF PLANTING. EVEN IF THE SPECIES ARE NOTED AS LESSER SIZES DIFFERENT.
4. ALL DISTURBED SOIL AREAS, BOTH ON SITE AND OFF SITE, IS REQUIRED TO BE RE-VEGETATED WITH SOD.
5. HYDRO-MULCH MUST RECEIVE SPECIAL APPROVAL AND BE HEALTHY AND GROWING CONDITION PRIOR TO C.O. LANDSCAPE CONTRACTOR TO PLAN TO USE TEMPORARY WATERING AS REQUIRED TO TOOK COVERAGE.

EXISTING PROTECTED TREES ON SITE AND NUMBER NOTED TO REMAIN ON SITE.

SEE PLAN AND NOTES AND TREE SURVEY AND CHART SHEET LA-02 PROTECT AND MAINTAIN TREES WITH TREE FENCING AS SHOWN. DURING CONSTRUCTION PER NOTES ON THE PLAN, CITY OF LITTLE ELM, TEXAS PERMIT REQUIRED FOR ANY TREE REMOVAL.

LANDSCAPE AREA LARGE CANOPY TREES. IRRIGATION REQUIRED (2) ADJUSTABLE BUBBLERS EACH.

INTERIOR PARKING LOT LARGE CANOPY TREES. IRRIGATION REQUIRED (2) ADJUSTABLE BUBBLERS EACH.

LANDSCAPE BUFFER ADJACENT TO R.O.W. LARGE CANOPY TREES. IRRIGATION REQUIRED (2) ADJUSTABLE BUBBLERS EACH.

PERIMETER LANDSCAPE BUFFER LARGE CANOPY TREES. IRRIGATION REQUIRED (2) ADJUSTABLE BUBBLERS EACH.

OTHER TREES TO BE INSTALLED AT RETAIL EDGE LARGE CANOPY TREES. IRRIGATION REQUIRED (2) ADJUSTABLE BUBBLERS EACH.

VEHICULAR PLANTING SCREEN INSTALL IN 4 FOOT WIDE BED AT 3 FEET ON CENTER PLANTS TO BE 24 INCHES HIGH AT TIME OF PLANTING, WITH 3" HARDWOOD MULCH AND STEEL EDGING. IRRIGATION REQUIRED DRIP LINE UNDER MULCH.

EVERGREEN SCREENING SHRUBS, MIN 45 GALLON, 8 FEET ON CENTER.

LOW SHRUBS 3 GAL, ONE ROW IN BED OR DRIFT ROSES 3 GAL, ONE ROW IN BED.

GROUND COVERS AND VINES.

WINTER CREEPER EUONYMUS FORTUNEI, COLORATA, 4" POTS 12" O.C.W. IN 4 FT WIDE BED.

WITH 4" MISCAL GROUND POTTING SOIL MIX IN 50 FT NOTED IN EACH BED.

BERMUDA GRASS, SOLID SOD, INSTALL WITH TIGHT JOINTS.

AND (1) 4" PER LINES SHOWN ON THE PLAN INCLUDE SLEEVE UNDER DRIVES AND SIDEWALKS AS SHOWN ON SITE, KEEP DAILY LOG AND LOCATION ON SITE PLAN FOR RECORDS. STAKE LOCATIONS INSTALLED WITH 1" PVC PIPE, 24" HIGH, AT BOTH ENDS.

TOWN OF LITTLE ELM LANDSCAPE REQUIREMENTS

NONRESIDENTIAL LANDSCAPING REQUIREMENTS	REQUIRED	PROVIDED
TOTAL GROSS AREA OF THE SITE	1.72 ACRES	74,946 SQ. FT.
(1) INTERIOR LANDSCAPE REQUIREMENTS:		
A. MINIMUM OF TEN (10) PERCENT OF THE GROSS VEHICULAR USE ARE TO BE DEVOTED TO LIVING LANDSCAPE. GROSS VEHICULAR AREA=31,120 SQ FT.	3,120 SQ. FT. 10%	OVER 10,000 SQ FT GREATER THAN 20%
B. THERE SHALL BE ONE (1) LARGE TREE FOR EACH 1,000 SQ. FT. OF REQUIRED LANDSCAPE AREA. OR (3) SMALL ORNAMENTAL PER (1) LARGE TREE. MAX 25% OF REQUIRED TREES.	8 LARGE TREE	8 LARGE TREE 6 SMALL TREE 8 LARGE TREE
C. INTERIOR AREAS OF PARKING LOTS SHALL CONTAIN ISLANDS, AT LEAST (1) ONE LARGE CANOPY TREE AND (1) ONE SMALL ORNAMENTAL PER (1) LARGE TREE. MAX 25% OF REQUIRED TREES.	8 LARGE TREE	8 LARGE TREE
D. PLANTING ISLANDS SHALL NOT BE SPACED GREATER THAN (12) SPACES.	YES	YES
E. ALL LANDSCAPE AREAS WILL BE PROTECTED BY 4" CURB, PAVEMENT TO BE PLACED NO CLOSER THAN FOUR (4) FEET OF A TREE.	YES	YES
(2) PERIMETER LANDSCAPE REQUIREMENTS:		
A. ALL VEHICULAR USE AREAS SHALL BE SCREENED FROM ALL ADJUTING PROPERTY AND PUBLIC R.O.W. WITH EVERGREEN HEDGE OR BERM. MIN 24" HIGH.	YES	YES
B. FOR ALL NON-RESIDENTIAL PARCELS A MIN. 20 FOOT LANDSCAPE BUFFER ADJACENT TO THE R.O.W. IS REQUIRED.	YES	BUFFER VARIES ON PER THE PLAN MOST 20'-0", VARIANCE REQUEST
C. FOR ALL NON-RESIDENTIAL PARCELS LOCATED AT THE INTERSECTION OF TWO DEDICATED STREETS (R.O.W.) A 20 FT LANDSCAPE BUFFER IS REQUIRED.	YES	YES 41'-0"
D. LANDSCAPE BUFFERS ADJACENT TO THE PUBLIC STREET SHALL CONTAIN (1) ONE LARGE CANOPY TREE FOR EACH 30 FT. OF STREET FRONTAGE. EL DORADO PARKWAY=408 LF HILLSIDE DRIVE =339 LF	14 LARGE TREE 17 LARGE TREE	14 LARGE TREE 11 LARGE TREE
E. A PERIMETER LANDSCAPE BUFFER OF (10) FEET SHALL BE MAINTAINED BETWEEN ADJACENT PROPERTIES.	YES	SUB DIVIDED LOT WITH FIRE LANE DOES NOT ALLOW FOR THIS
F. PERIMETER LANDSCAPE BUFFERS SHALL CONTAIN (1) ONE LARGE CANOPY TREE PER (50) FEET FOR COMMERCIAL USES. WEST PERIMETER 163 LF AND (30) THIRTY FOR RESIDENTIAL USES SOUTH PERIMETER 229.75 LF	4 LARGE TREE 5 LARGE TREE	4 LARGE TREE 5 LARGE TREE
G. FOR EVERY FIVE LARGE CANOPY TREES ALONG STREET FRONTAGE AND PERIMETER (1) ONE SMALL TREE SHALL BE PROVIDED EL DORADO PARKWAY HILLSIDE DRIVE WEST PERIMETER, COMMERCIAL SOUTH PERIMETER, COMMERCIAL	3 SMALL TREE 2 SMALL TREE 1 SMALL TREE 1 SMALL TREE	4 SMALL TREE 2 SMALL TREE 1 SMALL TREE 1 SMALL TREE

OTHER NOTES:
1. PAVEMENT SHALL NOT BE CLOSER THAN FIVE (5) FEET FROM CURB OR PAVEMENT UNLESS APPROVED ROOT BARRIER SHALL BE USED. THE ROOT BARRIER MUST BE RIGID MATERIAL SYSTEM. NO CHEMICALS OR FLEXIBLE MESH SHALL BE USED.

LANDSCAPE ELEMENTS AND ASSOCIATED POINT VALUE

LANDSCAPE ELEMENTS	POINT VALUE	POINTS PROVIDED
1. ENHANCED PAVING	FIVE	
2. ENHANCED HARDSCAPE	FIVE	
3. ENHANCED LANDSCAPE AT ENTRANCESWAYS	FIVE	
4. ENHANCED DEEP BED PERMANENT TREES (1) PER 30 FEET AND PARKING ISLAND EVERY TEN SPACES	FIVE	
5. ENHANCED STREEPSCAPE ELEMENTS ADJACENT TO STREET FRONTAGE	FIVE	
6. ENHANCED BUFFERS FIVE FEET MORE ADJACENT TO STREET FRONTAGE	FIVE	
7. OPEN SPACE GREATER THAN WHAT IS REQUIRED 20 PERCENT	FIVE	
8. BUFFER BERMS, 3 FOOT HIGH	FIVE	
9. PUBLIC ART	FIVE	
10. AMENITY DETENTION POND	FIVE	
11. USE OF SHADED AND DECORATIVE SEATING AREAS	FIVE	
12. USE OF MASONRY PLANTER WITH IRRIGATION	FIVE	
13. FOUNDATION PLANTING ALONG 75% OF BUILDING PRIMARY FACADE	FIVE	
14. DECORATIVE ENTRANCE INCLUDING A LANDSCAPED MEDIAN	FIVE	
15. OTHER DEVELOPER ITEMS, SAVE 36" GAK	FIVE	
TOTAL	(25) TWENTY POINTS	

LANDSCAPE ELEMENTS

- ENHANCED PEDESTRIAN CONCRETE PAVING, SIDEWALK WITH ROCK SALT FINISH WITH SCORE LINES 4"-3" ON CENTER EACH WAY.
- 1"-8" DECOMPOSED GRANITE 2" DEEP INSTALLED OVER FILTER FABRIC, AT EDGE OF HEAD PARKING, STEEL EDGING ON OUT SIDE EDGE WHERE SHOWN.
- 6"-0" SITE BENCH INCLUDE THREE (3) MOTOR STANLEY, RMF-38, 6" PLOW LONG BENCH, BLACK, 1-800-389-2923. SEE PLAN FOR LOCATION AND SPECIFICATIONS. BENCH TO BE ON AN ON GRADE AREAS 4" THICK CONCRETE PAVING SLOPE TO DRAIN, TO BE PART OF THE GENERAL CONTRACTORS WORK.



PORTION OF 6.121 ACRES

GARY M. MOEYKENS & CYNTHIA G. MOEYKENS

VOL. 4206, PG. 1796, D. R. D. C. T.

EL DORADO MIXED USE

CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

LANDSCAPE PLAN

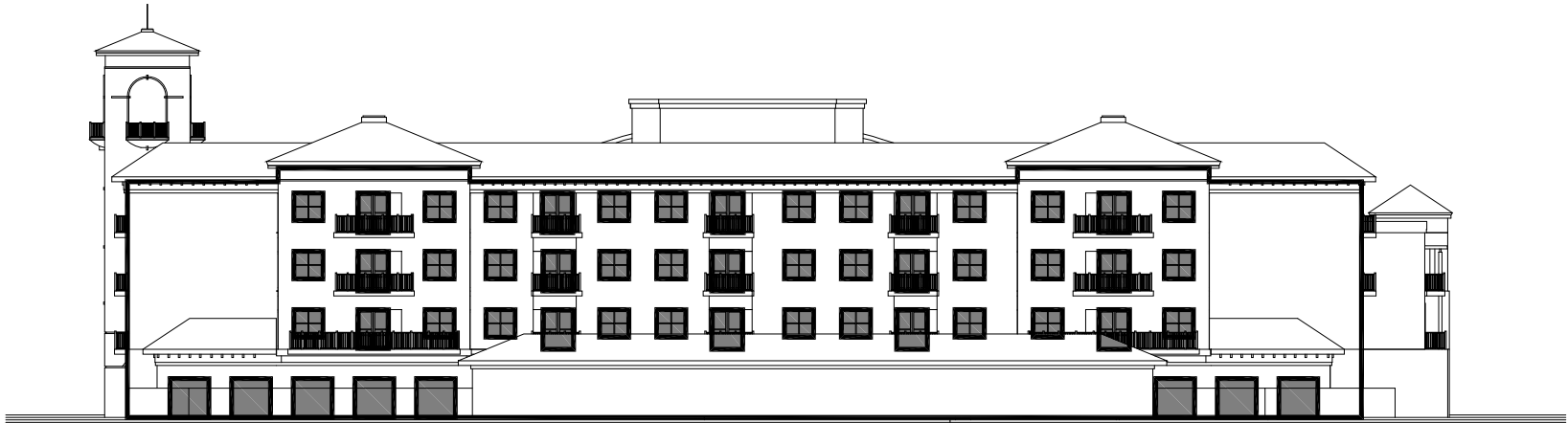
JOB NAME	EL DORADO MIXED USE
DRAWING TITLE	LANDSCAPE PLAN
SEAL	STATE OF TEXAS
DRAWN	THP
CHECKED	THP
REVIEWED	THP
DATE	11-30-2016
PROJECT NO.	2015045
1 of 4	

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NORTH ELEVATION

Wall Area:	9,474 sf
Window Area:	4,891 sf = 34%
Total Area:	14,365 sf



SOUTH ELEVATION

Wall Area:	10,216 sf
Window Area:	2,308 sf = 19%
Total Area:	12,524 sf



EAST ELEVATION

Wall Area:	2,476 sf
Window Area:	759 sf = 23%
Total Area:	3,235 sf



WEST ELEVATION

Wall Area:	3,052 sf
Window Area:	683 sf = 18%
Total Area:	3,735 sf





TGS ARCHITECTS
5323 Spring Valley Road, Suite 200, Dallas, Texas 972.788.1945

EL DORADO MIXED USE
LITTLE ELM, TEXAS

CONCEPTUAL SKETCH



TGS ARCHITECTS
5323 Spring Valley Road, Suite 200, Dallas, Texas 972.788.1945

EL DORADO MIXED USE
LITTLE ELM, TEXAS

CONCEPTUAL SKETCH



EXHIBIT D

TOWN OF LITTLE ELM

Town Council Report

Staff Report



PROJECT: 17-PD-001 Lakefront on Eldorado

PUBLIC HEARING DATES: Planning & Zoning Commission: 06/15/17
Town Council: 06/20/17
09/19/17 (Tabled)
11/21/17

REQUEST: A request for a major waiver to existing Town Center District zoning to allow for the construction of a residential development.

PROPOSED USE: Stacked flats

LOCATION: Located at the southwest corner of Eldorado Parkway and Hillside Drive.

SIZE: Approximately 1.78 acres of land.

CURRENT ZONING: Lakefront District

FUTURE LAND USE PLAN DESIGNATION: Eldorado Corridor District

EXISTING USE / SITE ATTRIBUTES: Vacant property with 36-inch heritage tree.

APPLICANT: Ricardo Doi, P.E. – Petitt Barraza, LLC

OWNER: Earaj, LP

PLANNING ANALYSIS: This item was tabled at the September 19, 2017 Town Council meeting. It must be removed from the table.

On February 7, 2017, the Town of Little Elm approved Ordinance 1376 which rezoned approximately 76 acres of property to Town Center District zoning. The previous zoning was a combination of light commercial (LC) and single family (SF-1 and SF-2). The subject property, formerly zoned LC, was a part of the overall request. To note, via the adoption of the updated Zoning Ordinance on August 15, 2017, the property is now zoned under the moniker of the Lakefront District.

The Town of Little Elm adopted the current Comprehensive Plan in 2008. The current growth in Lakefront and potential future growth are following the plans and concepts that have been in place for nearly 10 years. Various projects that push the development forward have been ongoing since that time period. Hula Hut, Palladium and Hydrous Water Park are examples of the potential for the area. Town Council has directed staff that the downtown area should be preserved for

developments that align with the “Lakefront feel” and further perpetuate the idea that Little Elm is a “destination” location.

The 2008 Comprehensive Plan identified the desire to provide a mix of housing opportunities, a pedestrian friendly street environment, non-homogenous residential and commercial developments, and wanted to introduce urban design that would promote the implementation of small town design guidelines in order to maximize desirability and aesthetic appeal throughout the Town.

On March 7, 2017, Town Council approved the applicant’s request for a major waiver to design standards of the Town Center District (TC). Approval of the request allowed for a significant change to the relative standards, as identified in the following district regulation:

- Block Face – the ordinance requires 80 percent of the primary façade to be located within 15 feet of the right-of-way or build-to line.

The former request was approved because the proposed site features an existing 36” heritage tree. In order to preserve the existing oak tree, while developing the property to the intent of the TC zoning district, the major waiver request was granted.

Since that time, the developer adjacent to the west has been approved to construct a development that includes approximately 13,000 – 20,000 square feet of retail. There is current vacant retail to the east at One Elm Place. The Town’s Lakefront District is adding retail to west with the Palladium Development. Due to the nature of the peninsula, more residential is needed to gain customers. The applicant is concerned that future retail on the subject property may no longer be a viable option as it would create an overabundance of retail in the general area. The applicant’s previously approved planned showed 10,100 square feet of ground-level retail. With this concern, at the June 20, 2017 Town Council meeting, the applicant proposed the entire structure to contain residential condo units.

The applicant’s recent request required additional major waivers to design standards of the, then, TC district. Approval of the request allows for a significant change to the relative standards, as identified in the district regulations. The proposed development generally meets the overall intent and design standards of the TC district with the following exceptions:

- Required retail construction - Multiple family residential be reserved and constructed for retail uses on the ground floor.
- Residential at-grade - All buildings which have residential unit floor plates within six feet of grade shall include a primary front door entrance into the unit which may be accessed from the (public) sidewalk.

At the June 20, 2017 Town Council meeting, Town Council agreed with the applicant's concerns in regard to an abundance of retail as over 23,000 square feet of retail lease space within the general area may be difficult to consistently keep occupied. Council approved the applicants request to construct the entire building as a residential structure with the stipulation that the applicant resubmit an updated site plan for approval by Town Council.

RECOMMENDATION:

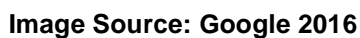
Staff recommends approval of the applicant's request per Council approval of the updated site plan.

TOWN CONTACT:

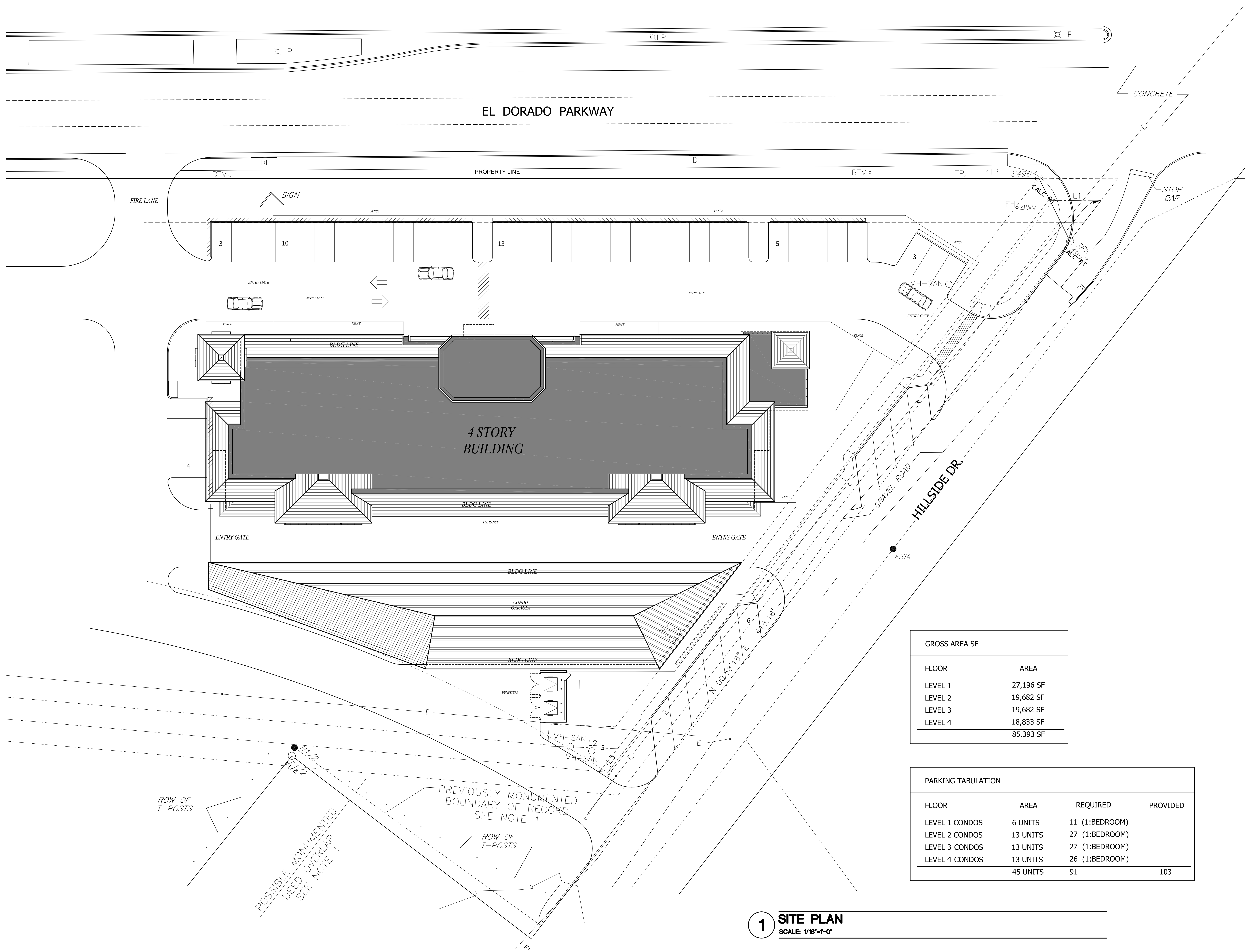
Skye Thibodeaux – Planning & Community Services Manager

ATTACHMENTS:

Location Map
Updated Site Plan
Elevations
Floor Plans



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.

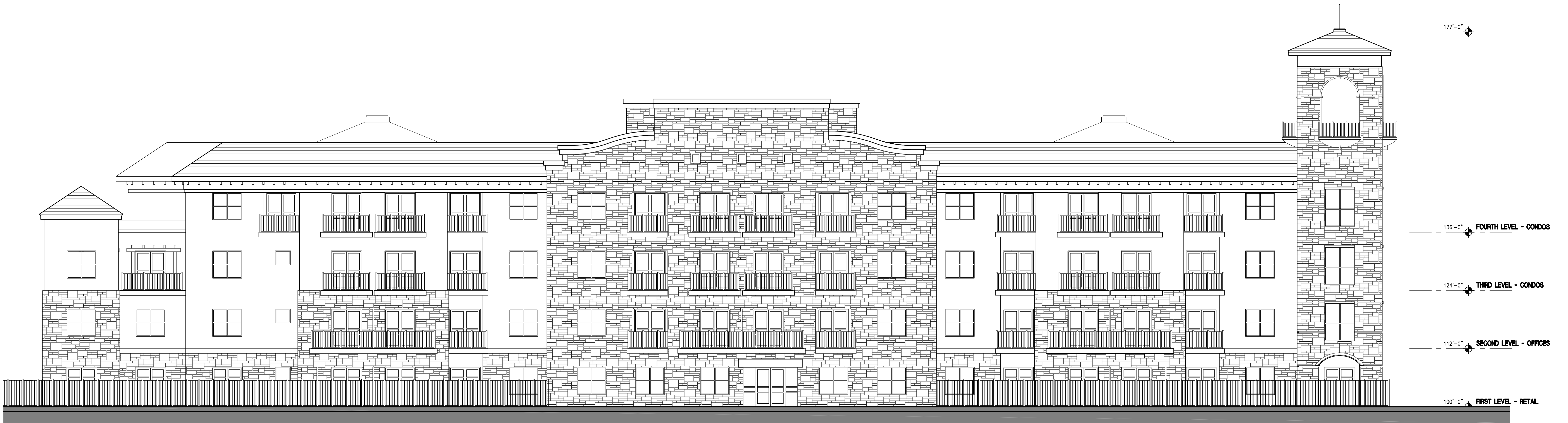


720 EL DORADO PKWY CONDOMINIUMS
LITTLE ELM, TEXAS

TGS ARCHITECTS
5323 SPRING VALLEY ROAD, SUITE 200
DALLAS, TEXAS 75254
972.788.1945
972.788.2009 FAX
TGSarchitects.com



16020
09.13.17



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



2 SOUTH BUILDING ELEVATION
SCALE: 1/8"=1'-0"

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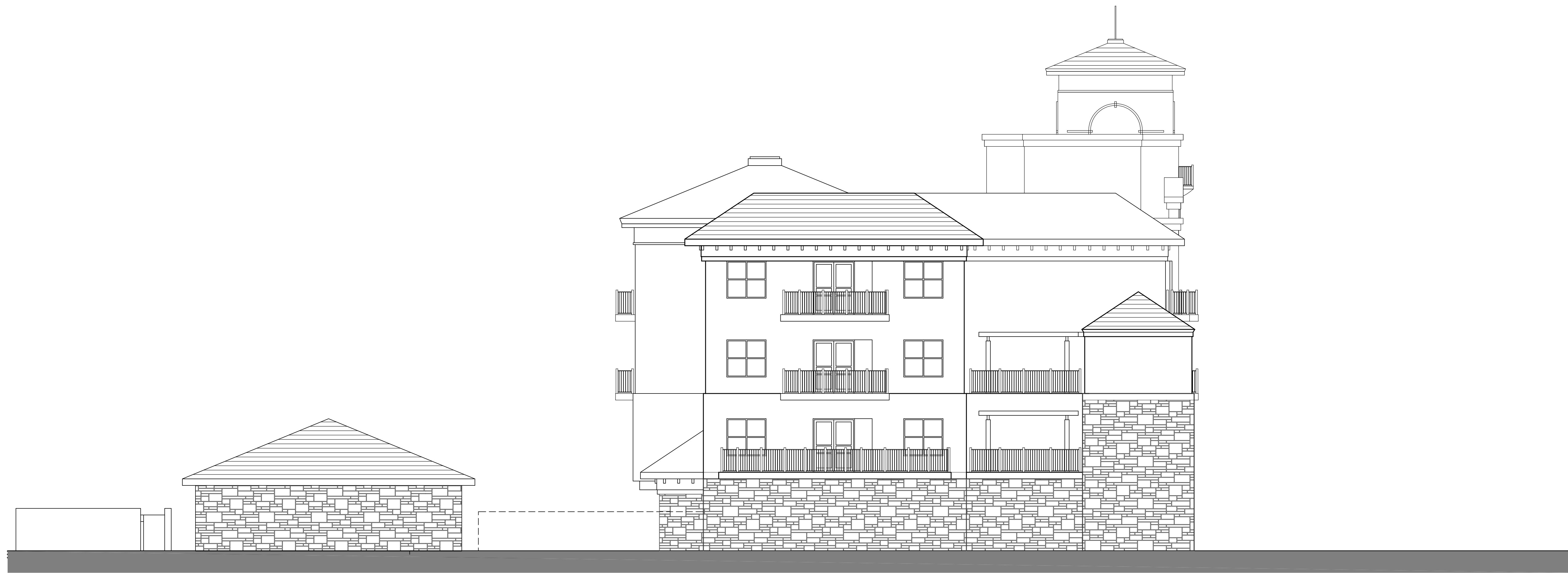
LITTLE ELM, TEXAS

TGS ARCHITECTS
5323 SPRING VALLEY ROAD, SUITE 200
DALLAS, TEXAS 75254
972.788.1945
972.788.2309 FAX
TGSArchitects.com



16020
09.13.17

TGS ARCHITECTS 2017 ©



3 WEST BUILDING ELEVATION
SCALE: 1/8"=1'-0"



4 EAST BUILDING ELEVATION
SCALE: 1/8"=1'-0"

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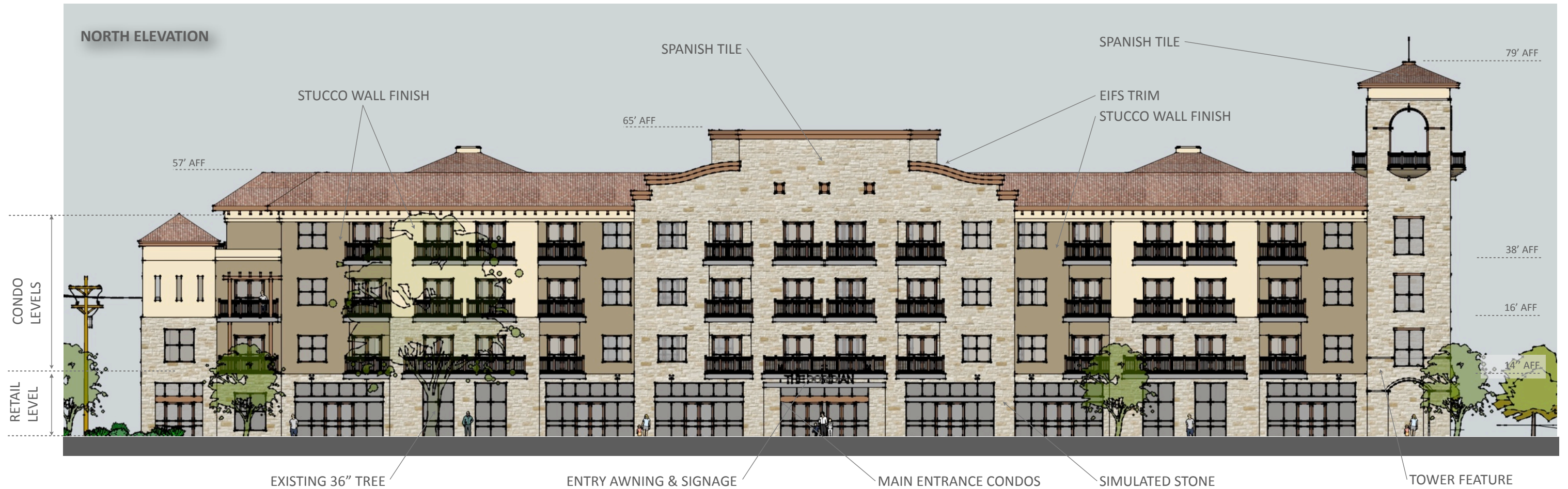
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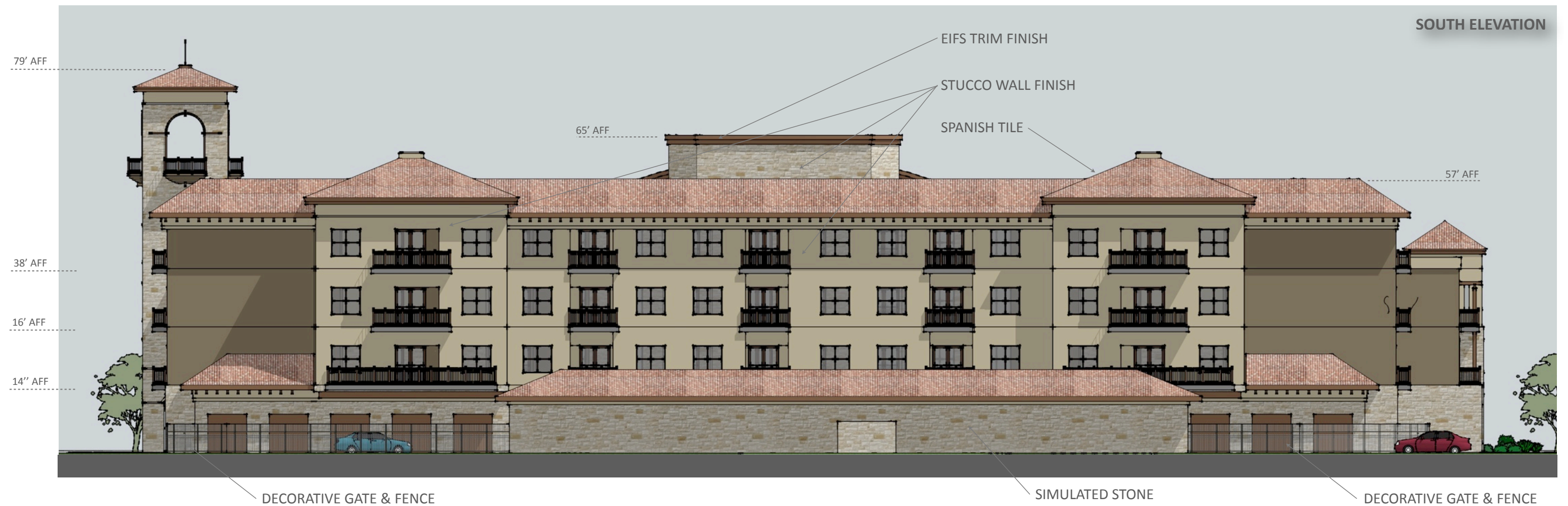
TGS ARCHITECTS
5323 SPRING VALLEY ROAD, SUITE 200
DALLAS, TEXAS 75254
972.788.1945
972.788.2309 FAX
TGSArchitects.com

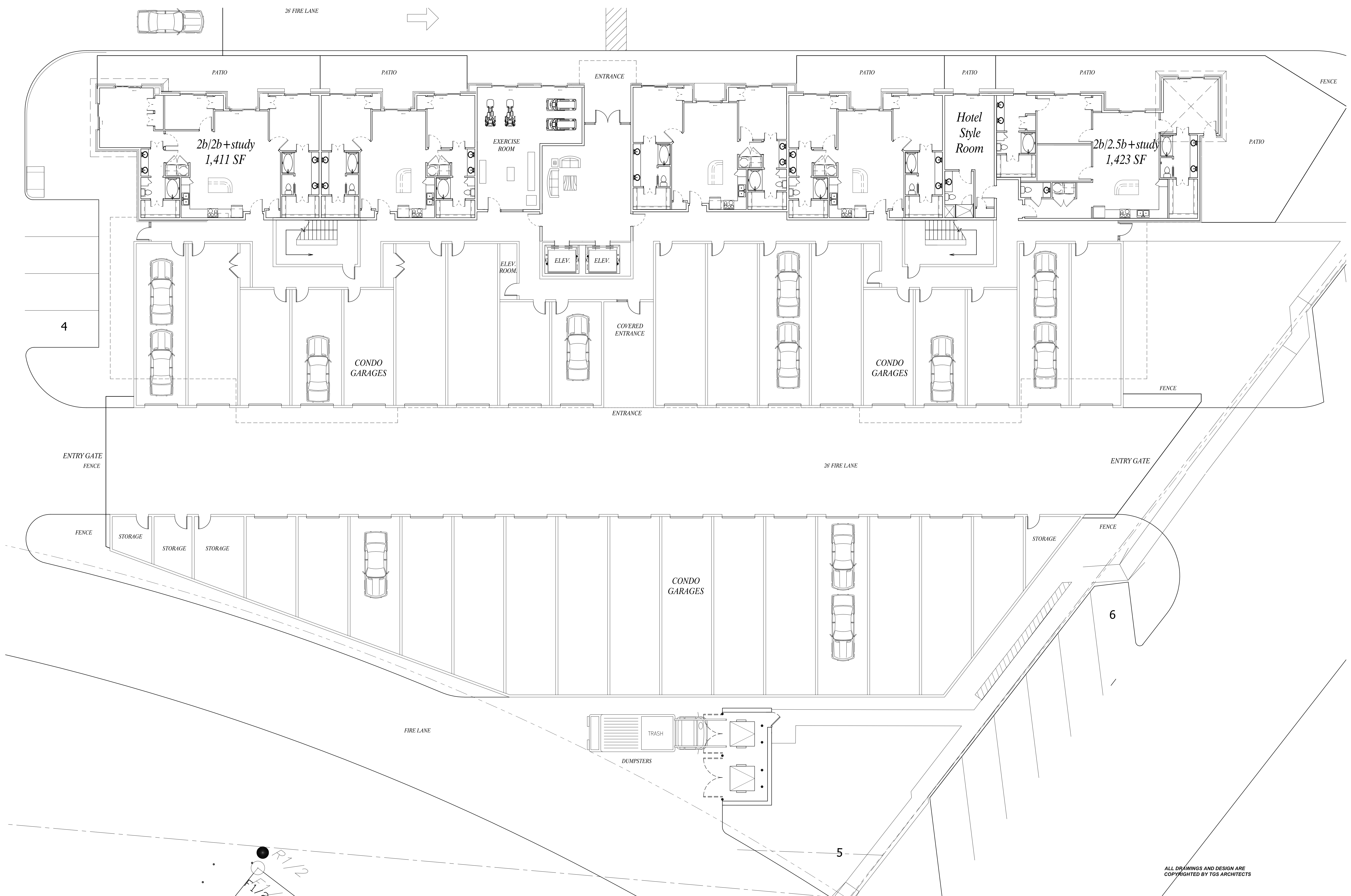


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LITTLE ELM, TEXAS

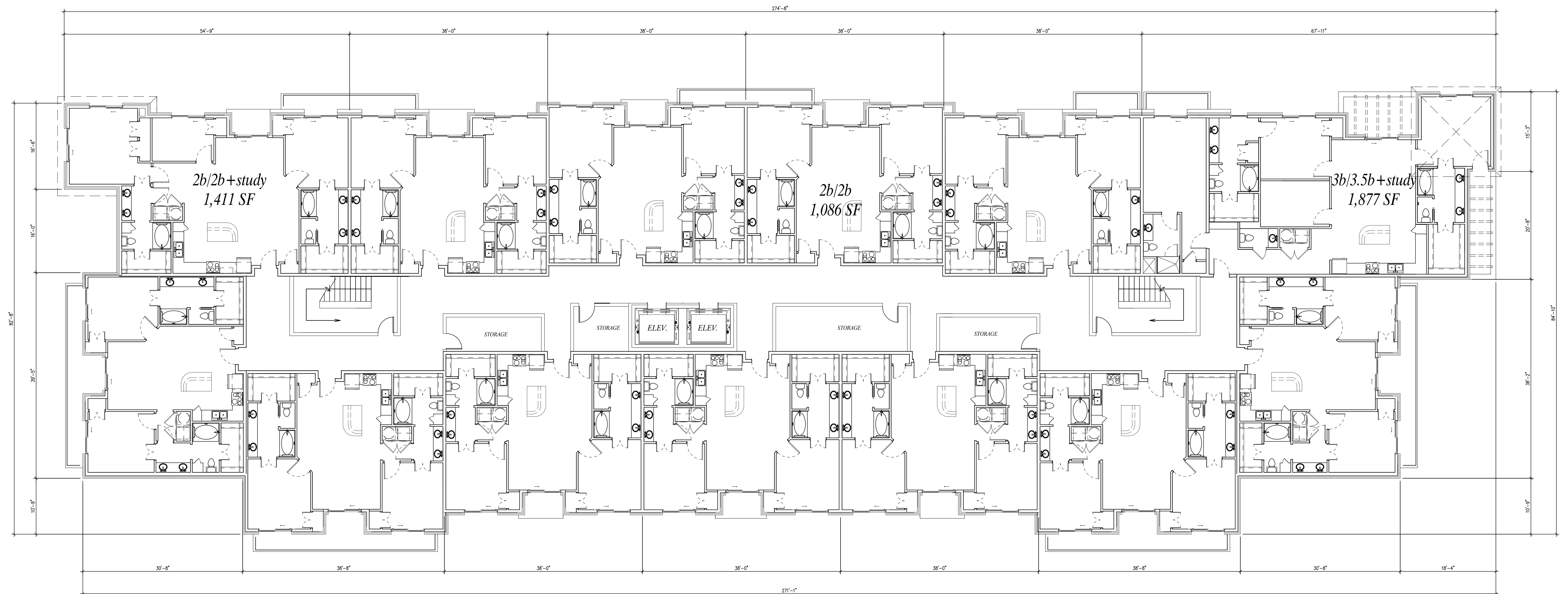
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1 **THIRD FLOOR PLAN - CONDOS**
 SCALE: 1/8"=1'-0"

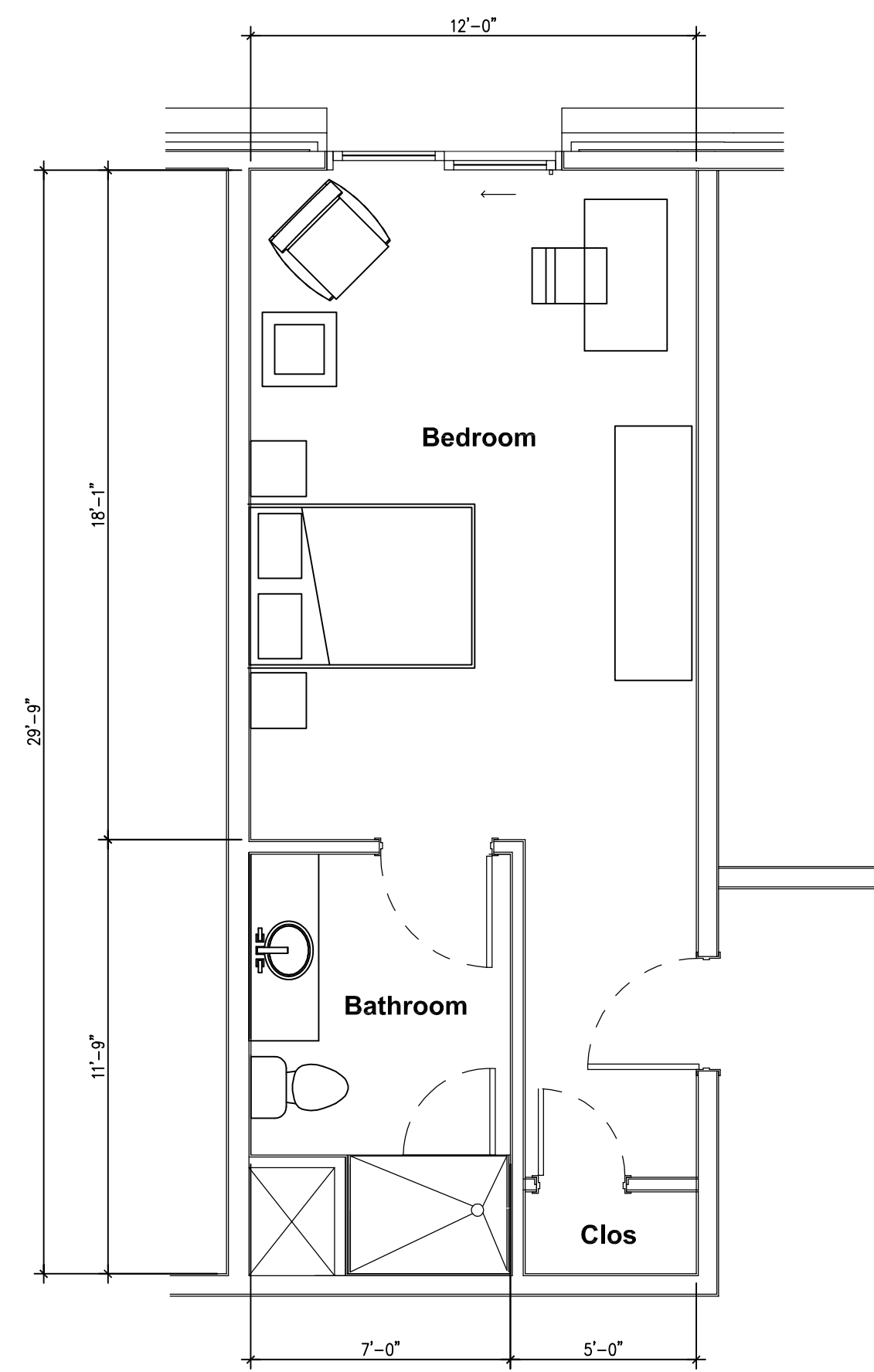
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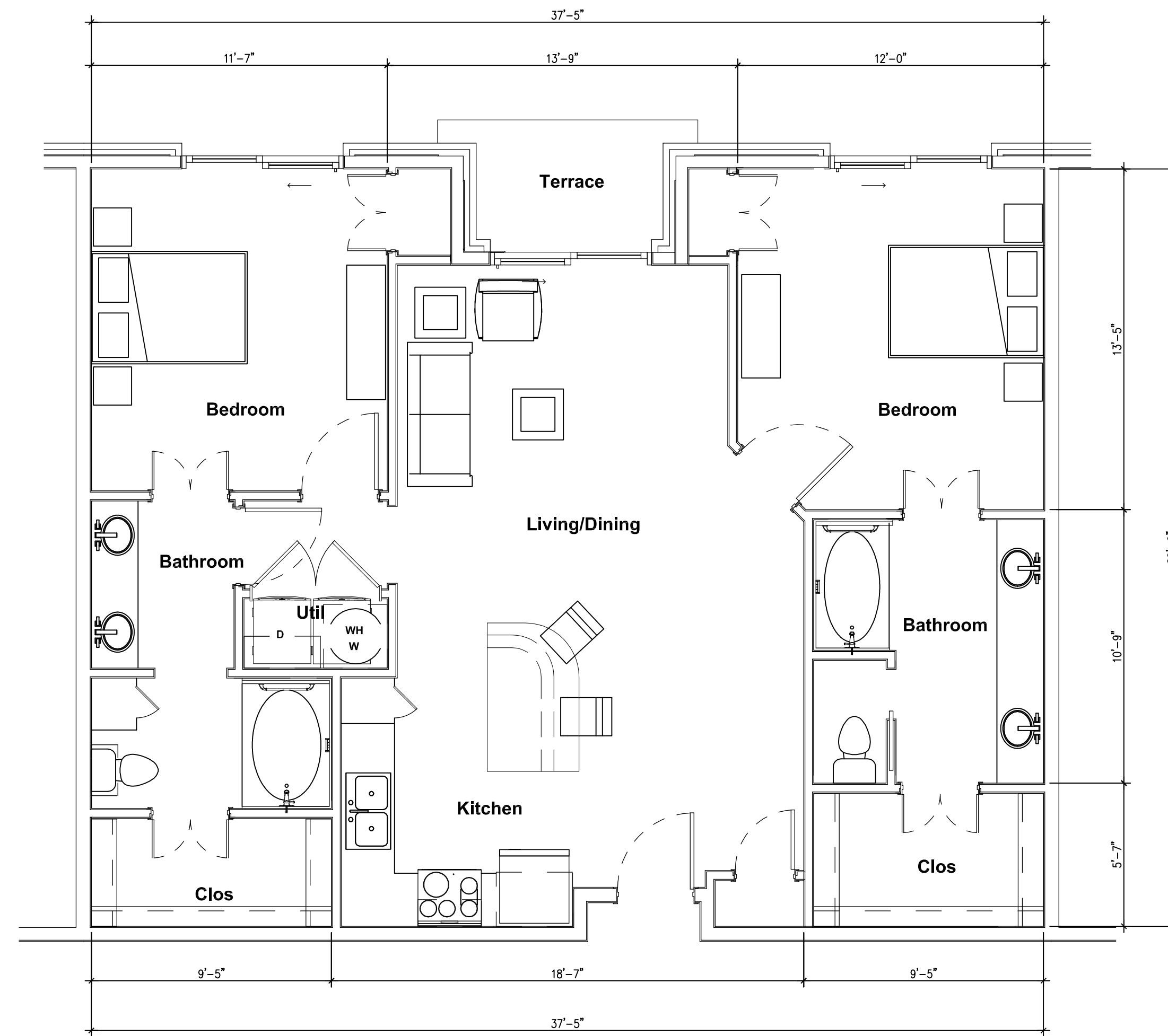
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 5323 SPRING VALLEY ROAD, SUITE 200
 DALLAS, TEXAS 75254
 972.788.1945
 972.788.2009 FAX
 TGSarchitects.com



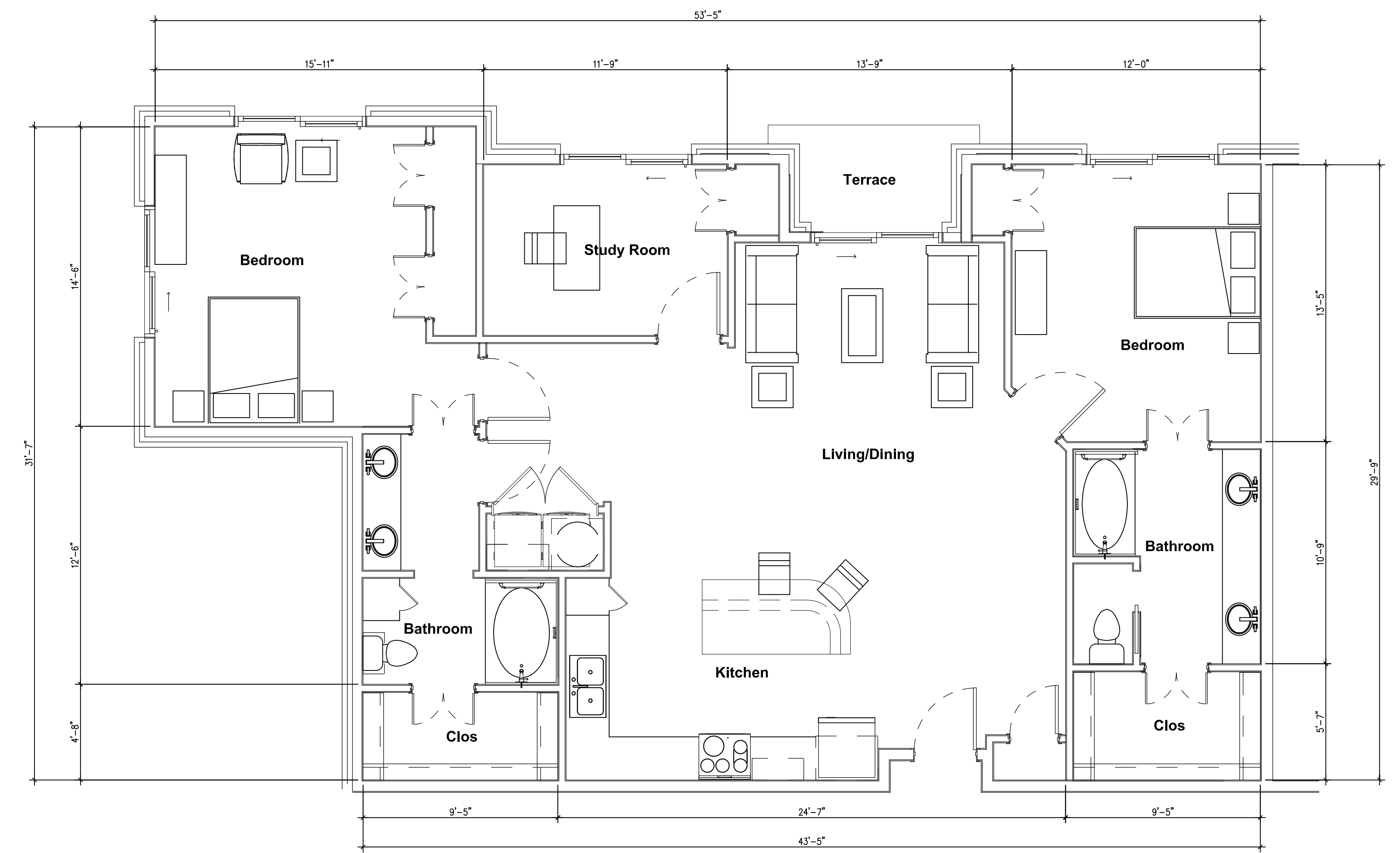
16020
 09.13.17



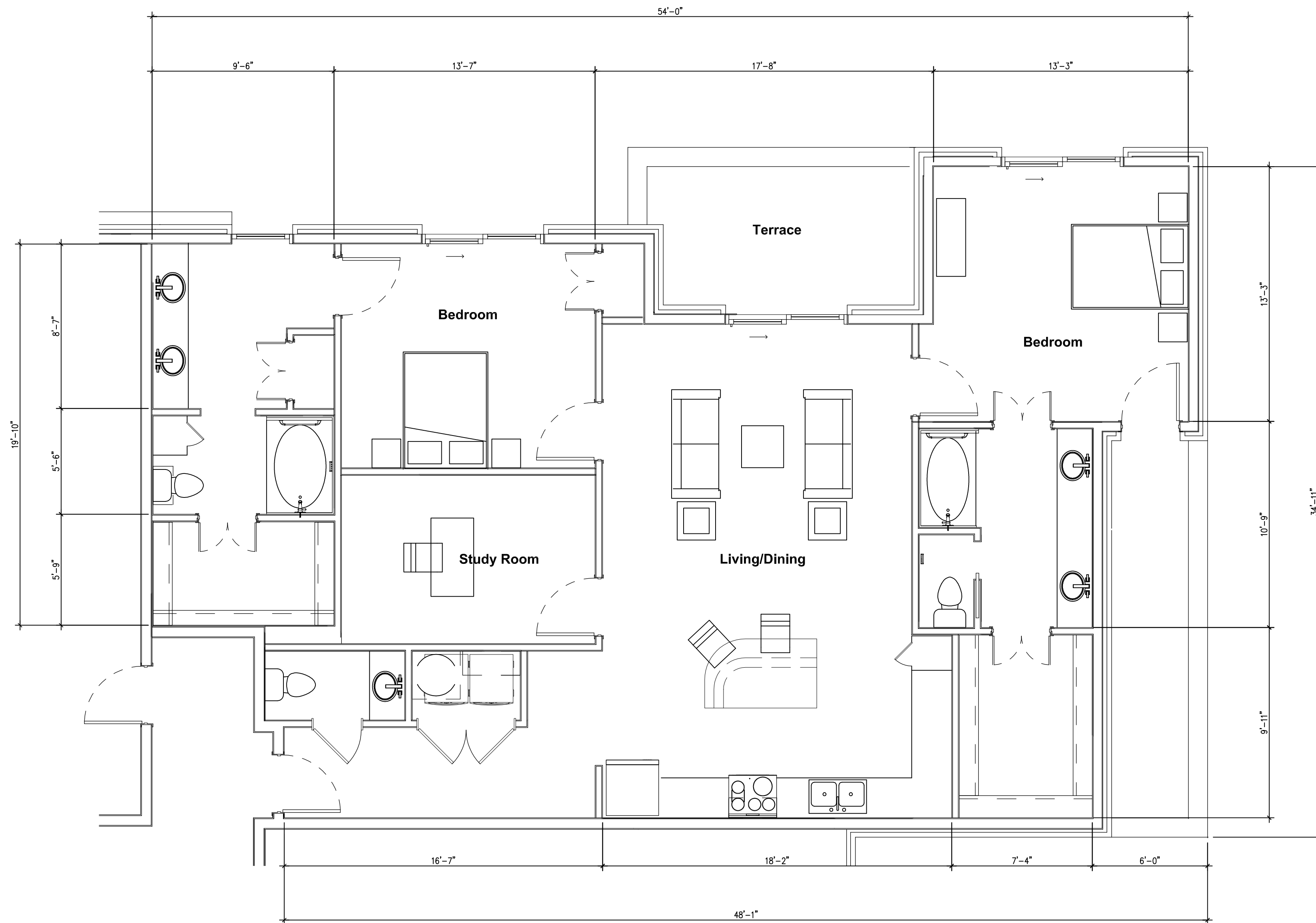
1 HOTEL ROOM - 371 SF
SCALE: 1/4"=1'-0"



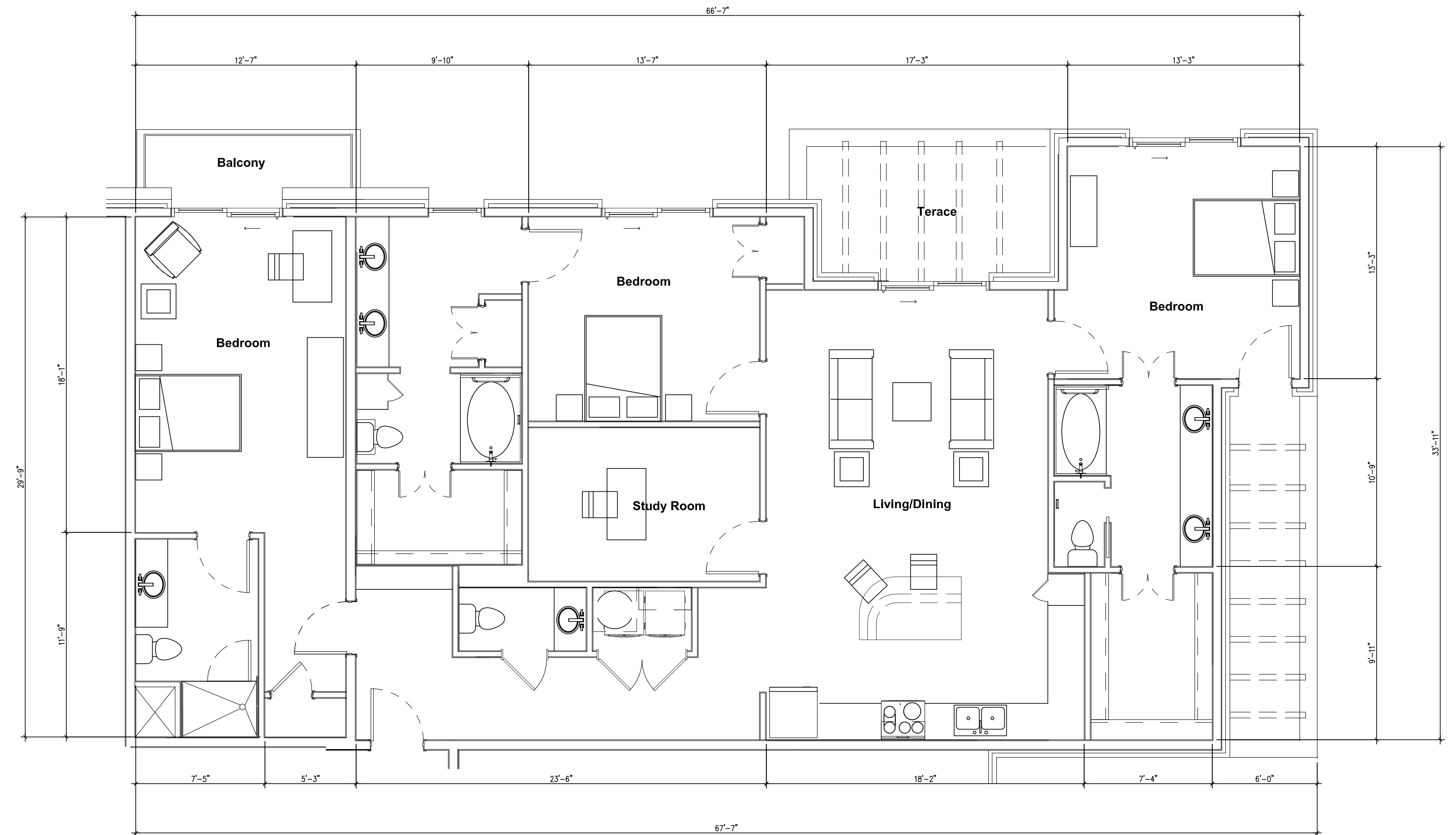
2 2 BEDROOM/ 2 BATHROOM UNIT - 1,086 SF+BALCONY
SCALE: 1/4"=1'-0"



3 2 BEDROOM/ 2 BATHROOM UNIT + STUDY ROOM - 1,411 SF
SCALE: 1/4"=1'-0"



4 2 BEDROOM/ 2.5 BATHROOM UNIT + STUDY ROOM - 1,423 SF
SCALE: 1/4"=1'-0"



5 3 BEDROOM/ 3.5 BATHROOM UNIT + STUDY ROOM - 1,877 SF
SCALE: 1/4"=1'-0"

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LITTLE ELM, TEXAS

TGS ARCHITECTS
5323 SPRING VALLEY ROAD, SUITE 200
DALLAS, TEXAS 75254
972.788.1945
972.788.2009 FAX
TGSarchitects.com



16020
09.13.17

EXHIBIT E

TOWN OF LITTLE ELM

Planning & Zoning Commission

Staff Report



PROJECT: 17-SP-010 Lakeshore Plaza Mixed Use

PUBLIC HEARING DATES: **Planning & Zoning Commission:** **06/15/17**

Town Council: 07/05/17

REQUEST: A request for a major waiver to existing Town Center District zoning to allow for the construction of a mixed-use development.

PROPOSED USE: Mixed-Use

LOCATION: Generally located at the southwest corner of Eldorado Parkway and Hillside Drive.

SIZE: Approximately 4.16 acres of land.

CURRENT ZONING: Town Center District (TC)

FUTURE LAND USE PLAN DESIGNATION: Eldorado Corridor District

EXISTING USE / SITE ATTRIBUTES: Vacant property

APPLICANT: Mahdi Shekari – Petitt Barraza, LLC

OWNER: Mahdi Shekari – Petitt Barraza, LLC

PLANNING ANALYSIS: On February 7, 2017, the Town of Little Elm approved Ordinance 1376 which rezoned approximately 76 acres of property to Town Center District zoning. The previous zoning was a combination of light commercial (LC) and single family (SF-1 and SF-2). The subject property, formerly zoned LC, was a part of the overall request.

The Town of Little Elm adopted the current Comprehensive Plan in 2008. The current growth in Lakefront and potential future growth are following the plans and concepts that have been in place for nearly 10 years. Various projects that push the development forward have been ongoing since that time period. Hula Hut, Palladium and Hydrous Water Park are examples of the potential for the area. Town Council has directed staff that the downtown area should be preserved for developments that align with the “Lakefront feel” and further perpetuate the idea that Little Elm is a “destination” location.

The 2008 Comprehensive Plan identified the desire to provide a mix of housing opportunities, a pedestrian friendly street environment, non-homogenous residential and commercial developments, and wanted to introduce urban design that would promote the implementation of small town design guidelines in order to maximize desirability and aesthetic appeal throughout the Town.

The applicant is requesting a major waiver to design standards of the TC district. Approval of the request would allow for a significant change to the relative standards, as identified in the district regulations and requiring planning and zoning commission and town council approval. The proposed development generally meets the overall intent and design standards of the TC district with the following exception:

- Block Face – the ordinance requires 80 percent of the primary façade to be located within 15 feet of the right-of-way or build-to line.

The structure fronting Eldorado Parkway on the subject property was originally approved under LC zoning where it conformed to the relative area, yard, and bulk requirements. Furthermore, the adjacent property to the east was granted the same waiver in order to preserve an existing 36-inch heritage tree. Staff is concerned shifting the building closer to Eldorado Parkway to meet the TC district standards would create an incompatible form of development between the two sites potentially disturbing cross traffic flows and the general design aesthetic of the area.

RECOMMENDATION:

Staff recommends approval of the applicant's request.

TOWN CONTACT:

Skye Thibodeaux – Planning & Community Services Manager
Jason Laumer, P.E., CFM – Director of Development Services
John Byrum - Planner

ATTACHMENTS:

Location Map
Site Plan
Elevations
Floor Plan

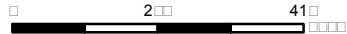


Image Source: Google 2016

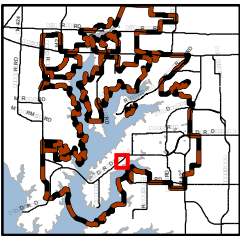


Location Map

Lakeshore Plaza Montessori
 Town of Little Elm
 Denton County, TX
 Date: 5/22/2017

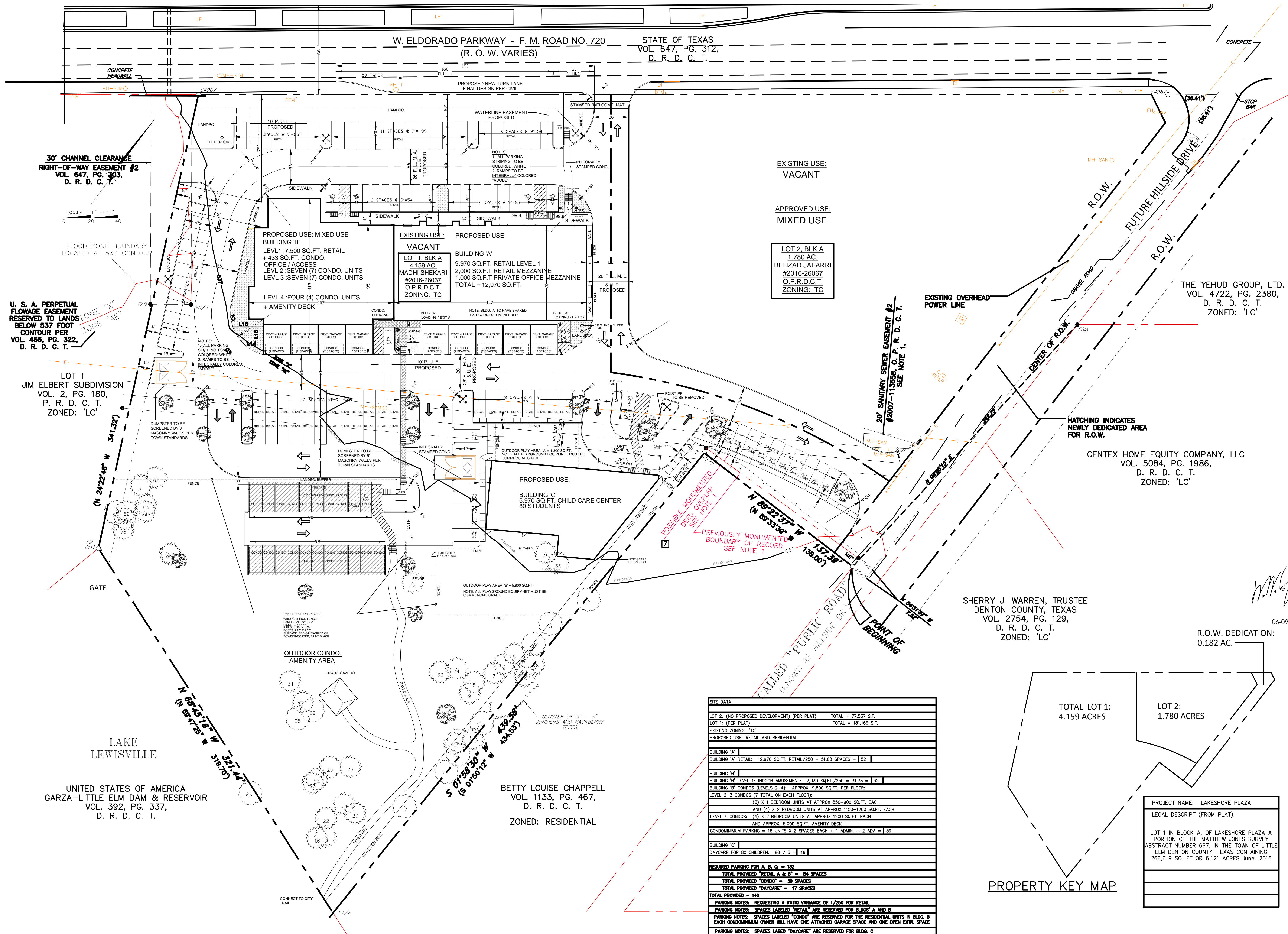


Legend

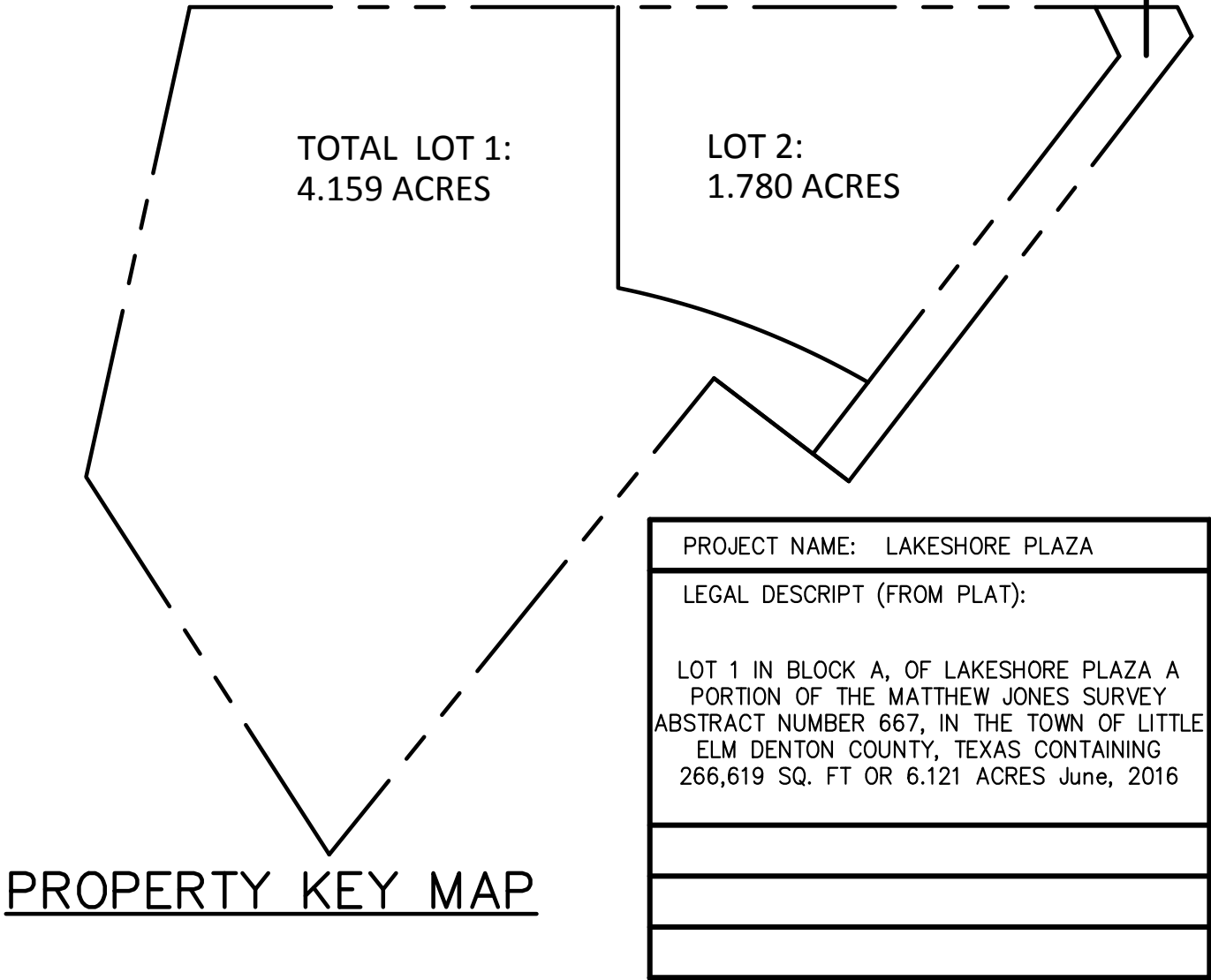


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SITE DATA	
LOT 2: (NO PROPOSED DEVELOPMENT) (PER PLAT)	TOTAL = 77,537 S.F.
LOT 1: (PER PLAT)	TOTAL = 181,166 S.F.
EXISTING ZONING: 'TC'	
PROPOSED USE: RETAIL AND RESIDENTIAL	
BUILDING 'A'	
BUILDING 'A' RETAIL: 12,970 SQ.FT. RETAIL/250 = 51.88 SPACES =	52
BUILDING 'B'	
BUILDING 'B' LEVEL 1: INDOOR AMUSEMENT: 7,933 SQ.FT./250 = 31.73 =	32
BUILDING 'B' CONDOS (LEVELS 2-4): APPROX. 9,800 SQ.FT. PER FLOOR:	
LEVEL 2-3 CONDOS (7 TOTAL ON EACH FLOOR):	
(3) X 1 BEDROOM UNITS AT APPROX 850-900 SQ.FT. EACH	
AND (4) X 2 BEDROOM UNITS AT APPROX 1150-1200 SQ.FT. EACH	
LEVEL 4 CONDOS: (4) X 2 BEDROOM UNITS AT APPROX 1200 SQ.FT. EACH	
AND APPROX. 5,000 SQ.FT. AMENITY DECK	
CONDOMINIUM PARKING = 18 UNITS X 2 SPACES EACH + 1 ADMIN. + 2 ADA =	39
BUILDING 'C'	
DAYCARE FOR 80 CHILDREN: 80 / 5 =	16
REQUIRED PARKING FOR A, B, C = 132	
TOTAL PROVIDED 'RETAIL A & B' = 84 SPACES	
TOTAL PROVIDED 'CONDO' = 39 SPACES	
TOTAL PROVIDED 'DAYCARE' = 17 SPACES	
TOTAL PROVIDED = 140	
PARKING NOTES: REQUESTING A RATIO VARIANCE OF 1/250 FOR RETAIL	
PARKING NOTES: SPACES LABELED 'RETAIL' ARE RESERVED FOR BLDGS 'A' AND 'B'	
PARKING NOTES: SPACES LABELED 'CONDO' ARE RESERVED FOR THE RESIDENTIAL UNITS IN BLDG. B	
EACH CONDOMINIUM OWNER WILL HAVE ONE ATTACHED GARAGE SPACE AND ONE OPEN EXTR. SPACE	
PARKING NOTES: SPACES LABELED 'DAYCARE' ARE RESERVED FOR BLDG. C	



TRIUNE ARCHITECTURE PLLC

9912 SOUTHGATE DR. MCKINNEY, TX 75070
P: 972-363-6155 F: 214-431-4299
WWW.WEBJSTNARCHITECTURE.COM

Lakeshore Plaza
Mixed Use
'Building B & C'

Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

City Review 05-16-17

06-09-17

PERMIT ONLY

Project #: 1615.00

SITE PLAN

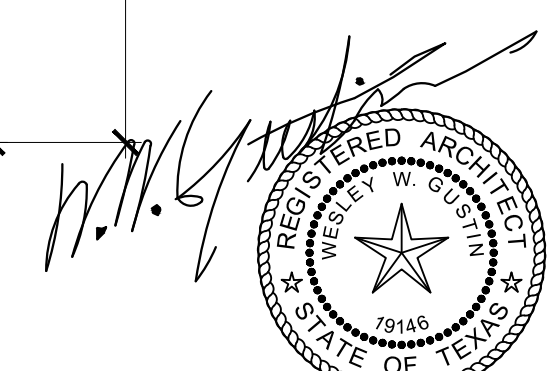
A0.1
(SP15)



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9912 SOUTHGATE DR. MCKINNEY, TX 75070
P: 972-363-6155 F: 214-431-4299
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Lakeshore Plaza
Mixed Use
'Building B & C'
Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

City Review 05-16-17



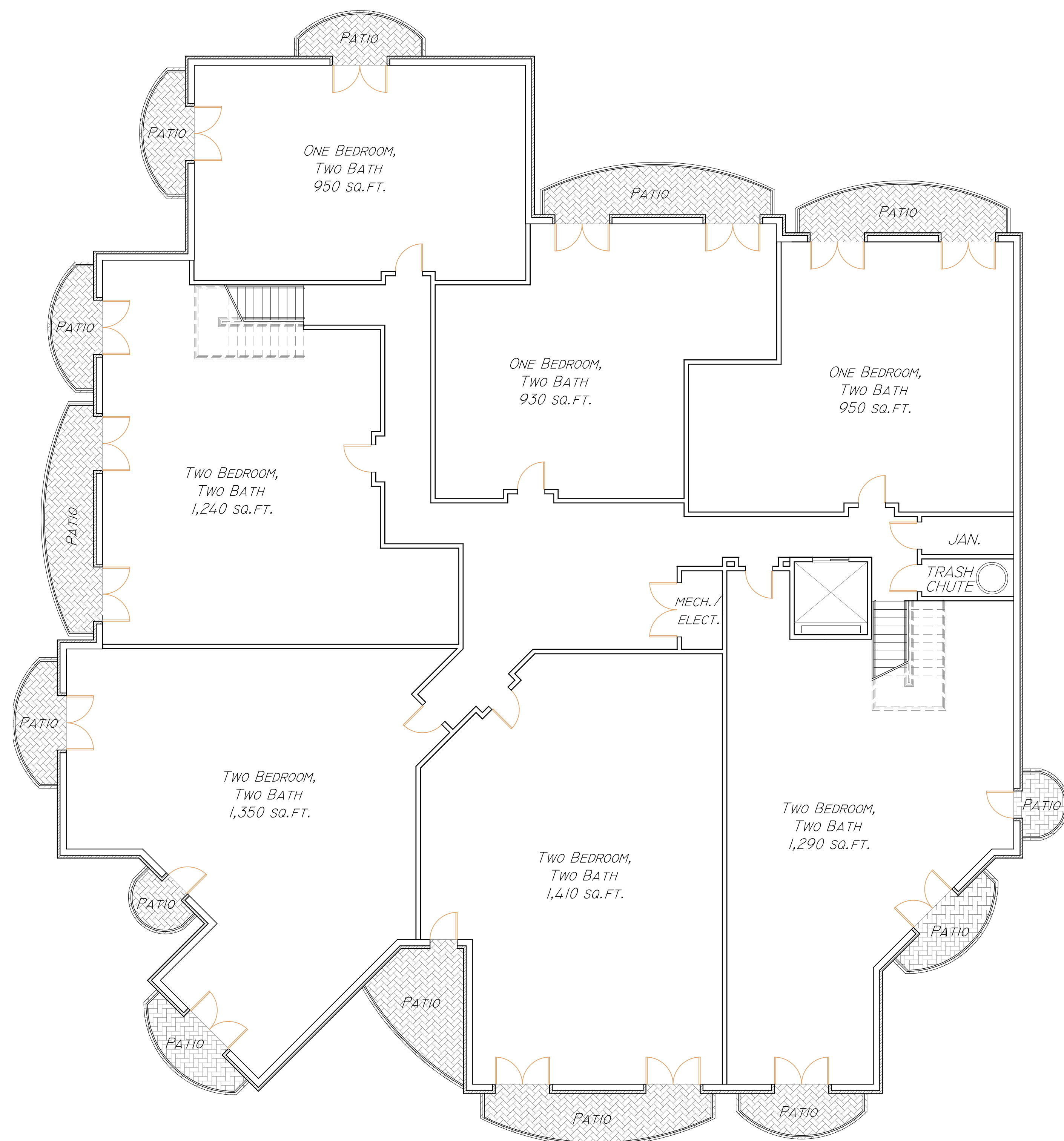
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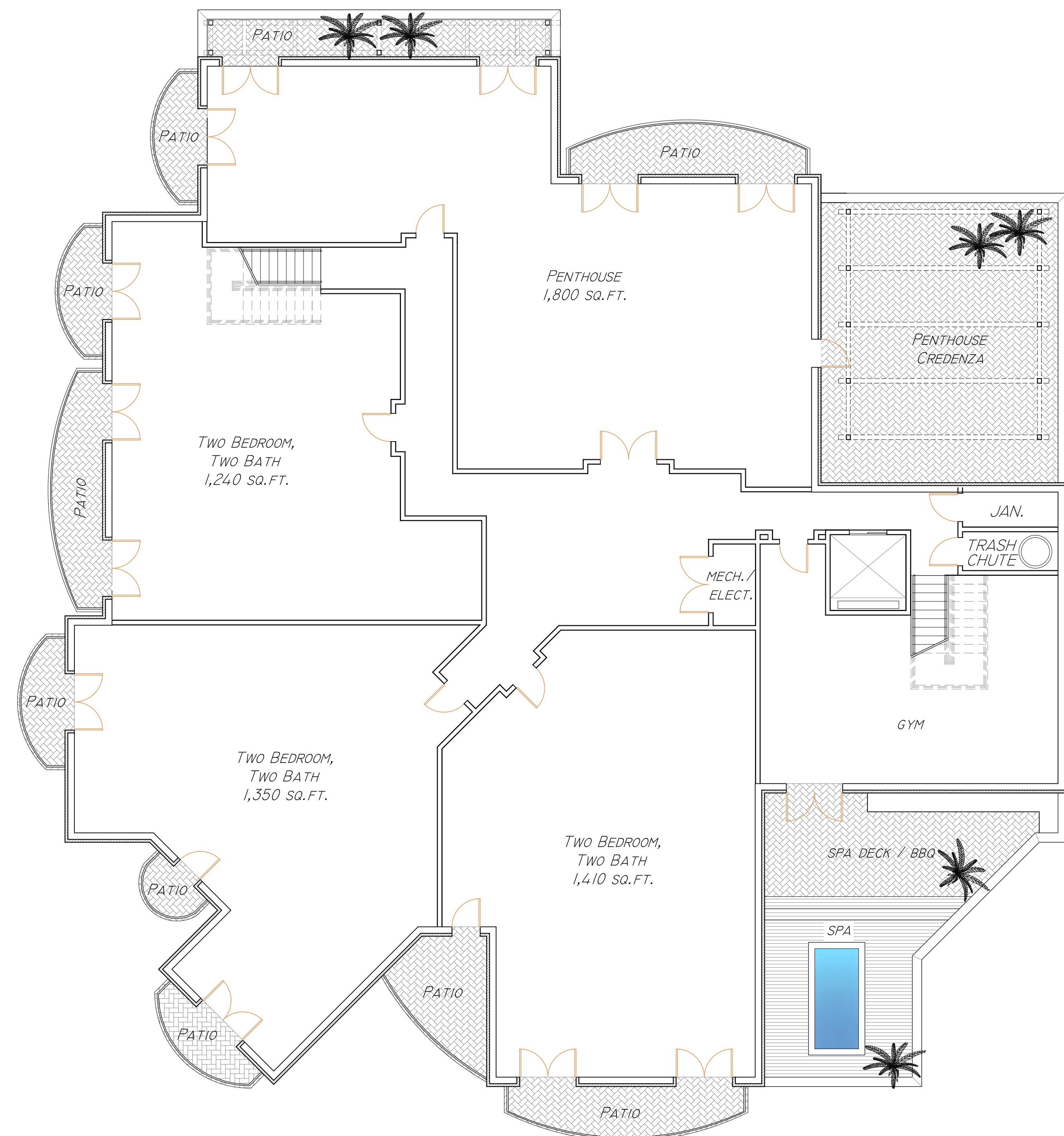
Project #: 1615.00

EXTERIOR
ELEVATION

A2.1



Levels 2 and 3 Condominiums



Levels 4 Condominiums

02 1/8" = 1'-0'

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WWW.WEBBUSTINARCHITECTURE.COM

P: 972-363-6155 F: 214-431-4299
WWW.WESTSTINAARCHITECTURE.COM

P: 972-363-6155 F: 214-431-4141
WWW.WESGUSTINARCHITECTURE.COM

Lakeshore Plaza
Mixed Use
'Building B & C'

Mixed Use
Building B & C

'Building B & C

Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

Little Elm, TX
75206

75206

75206

City Review 05-16-17

[illegible]

05-16-17

PERMIT ONLY

Project #: 1615.00

OVERALL PLANS

PLANS

A1.1

EXHIBIT F

TOWN OF LITTLE ELM

ORDINANCE NO. 1400

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOFRE AMENDED, BY ISSUING A SPECIFIC USE PERMIT FOR CHILD CARE CENTER USE ON APPROXIMATELY 4.2 ACRES OF LAND CURRENTLY ZONED TOWN CENTER DISTRICT (TC), GENERALLY LOCATED AT THE SOUTHWEST CORNER OF ELDORADO PARKWAY AND HILLSIDE DRIVE, PROVIDING THAT THIS SPECIFIC USE PERMIT IS ESTABLISHED SUBJECT TO CERTAIN CONDITIONS AS SET FORTH HEREIN; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with Child Care Center use while it is zoned Town Center district (TC); and

WHEREAS, a request for a Specific Use Permit for Child Care Center use has been submitted for Lakeshore Plaza Montessori by Mahdi Shekari of Petitt Barraza, LLC on approximately 4.2 acres of land currently zoned Town Center district (TC), more specifically described on the Location Map, attached hereto; and

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

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings

and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested specific use permit described herein; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the requested Specific Use Permit for Child Care Center use 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 issuing a **Specific Use Permit for Child Care Center** use to the property generally located at the southwest corner of Eldorado Parkway and Hillside Drive, Little Elm, Denton County, Texas, an approximately 4.2 acre tract of land more particularly described on the Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

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

1. The associated roof be constructed of seamed metal;
2. The development be oriented on the site as shown on the approved site plan tied to this ordinance;
3. The development may not receive a building permit until the associated mixed-use structure receives a building permit; and,
4. The development may not receive a Certificate of Occupancy until the associated mixed-use structure begins vertical construction.

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.

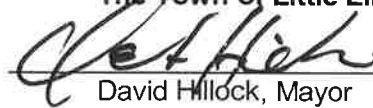
SECTION 7. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid 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 by the Town Council of the Town of Little Elm, Texas on the 18th day of July, 2017.

The Town of Little Elm, Texas


David Hillock, Mayor

ATTEST:



Kathy Phillips, Town Secretary





Image Source: Google 2016



Location Map

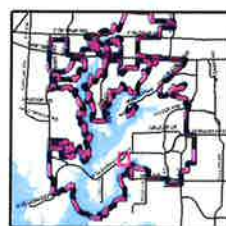
Lakeshore Plaza Montessori
Town of Little Elm
Denton County, TX

Date: 5/22/2017

Legend

- Roads
- Lakeshore Plaza Montessori
- ETJ
- Town Limit

0 205 410 Feet



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TRUENE ARCHITECTURE PLLC
 5912 SOUTHWALK DR. HOUSTON, TX 77070
 WWW.WEBBSPRINTMAKINGPROJECTS.COM
 TEL: 281-261-1423 FAX: 281-261-1424

Lakeshore Plaza
 Mixed Use
 Building A & C
 Eldorado Pkwy.
 and Hilde Dr.
 Uptown, TX
 77060

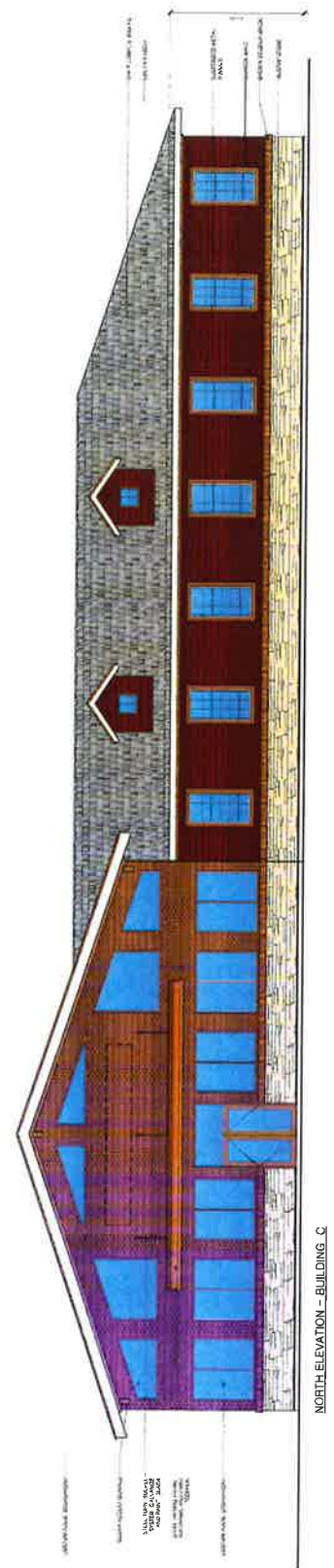
CIV Review 05-16-17



PERMIT ONLY

Project #: 16130
 EXTERIOR
 ELEVATION
 CHILD-
 CARE CENTER
 BLDG. 'C'

A2.2



NORTH ELEVATION - BUILDING C

Front Elevation-Building 'C'
 01 3/16" = 1'-0"

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT: 17-SUP-012 Lakeshore Plaza Montessori

PUBLIC HEARING DATES: Planning & Zoning Commission: 06/15/17
Town Council: 07/18/17

REQUEST: A request for a Specific Use Permit for a Child Care Center.

PROPOSED USE: Child Care Center

LOCATION: Generally located at the southwest corner of Eldorado Parkway and Hillside Drive.

SIZE: Approximately 4.16 acres of land.

CURRENT ZONING: Town Center District (TC)

FUTURE LAND USE PLAN DESIGNATION: Eldorado Corridor District

EXISTING USE / SITE ATTRIBUTES: Vacant property

APPLICANT: Mahdi Shekari – Petitt Barraza, LLC

OWNER: Mahdi Shekari – Petitt Barraza, LLC

PLANNING ANALYSIS: Chapter 106 of the Little Elm Code of Ordinances requires a Child Care Center use to obtain a Specific Use Permit (SUP) to legally operate in Town Center District (TC) zoning districts.

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

The Future Land Use Plan (FLUP) designates the subject property with the Eldorado Corridor District land use category, which may be appropriate for the use of a child care center. The requested SUP, if approved, would not necessarily be in conflict with the FLUP.

The proposed location is at the rear of the developing mixed-use center, so it does not critically impact the overall site. Interior lots (once

parceled) tend to develop as garden offices, day cares, and other less intense uses. As shown in the attached site plan, the school will be developed as a standalone structure with safe and reliable access, circulation, pick up-drop off points, and other associated amenities for children and staff. Traffic has multiple points of access to both Eldorado Parkway and Hillside Drive. Staff is in support of the applicant's request as this use is believed to be complimentary to the developing mixed-use corner.

RECOMMENDATION:

P&Z recommended approval of the requested SUP with the following stipulation:

- The associated roof be constructed of seamed metal.

TOWN CONTACT:

Skye Thibodeaux – Planning & Community Services Manager
Jason Laumer, P.E., CFM – Director of Development Services
John Byrum - Planner

ATTACHMENTS:

Location Map
Site Plan
Elevations
Ordinance

EXHIBIT G

TOWN OF LITTLE ELM

ORDINANCE NO. 1462

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOFRE AMENDED, BY ISSUING A SPECIFIC USE PERMIT FOR CHILD CARE CENTER USE ON APPROXIMATELY 4.2 ACRES OF LAND CURRENTLY ZONED LAKEFRONT DISTRICT (LF), GENERALLY LOCATED AT THE SOUTHWEST CORNER OF ELDORADO PARKWAY AND HILLSIDE DRIVE, PROVIDING THAT THIS SPECIFIC USE PERMIT IS ESTABLISHED SUBJECT TO CERTAIN CONDITIONS AS SET FORTH HEREIN; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with Child Care Center use while it is zoned Lakefront district (LF); and

WHEREAS, a request for a Specific Use Permit for Child Care Center use has been submitted for Lakeshore Plaza Montessori by Mahdi Shekari on approximately 4.2 acres of land currently zoned Lakefront district (LF), more specifically described on the Location Map, attached hereto; and

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

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings

and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested specific use permit described herein; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the requested Specific Use Permit for Child Care Center use 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 issuing a **Specific Use Permit for Child Care Center** use to the property generally located at the southwest corner of Eldorado Parkway and Hillside Drive, Little Elm, Denton County, Texas, an approximately 4.2 acre tract of land more particularly described on the Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

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

1. The associated roof be constructed of seamed metal;
2. The development be oriented on the site as shown on the approved site plan tied to this ordinance;
3. The development may not receive a building permit until the associated retail structure receives a building permit;
4. The development may not receive a Certificate of Occupancy until the associated retail structure begins vertical construction; and,
5. Access and Right-of-Way improvements subject to approval of the associated engineering plans by the Engineering Department.

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.

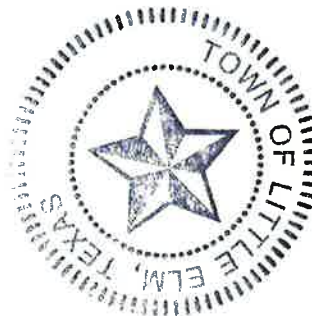
PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 7th day of August, 2018.

The Town of Little Elm, Texas


David Hillock, Mayor

ATTEST:


Kathy Phillips, Town Secretary



TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT: 18-SUP-001 Lakeshore Plaza Montessori

PUBLIC HEARING DATES: Planning & Zoning Commission: 07/19/18

Town Council: 08/07/18

REQUEST: A request for a Specific Use Permit for a Child Care Center.

PROPOSED USE: Child Care Center

LOCATION: Generally located at the southwest corner of Eldorado Parkway and Hillside Drive.

SIZE: Approximately 4.16 acres of land.

CURRENT ZONING: Lakefront District (LF)

FUTURE LAND USE PLAN DESIGNATION: Lakefront District

EXISTING USE / SITE ATTRIBUTES: Vacant property

APPLICANT: Mahdi Shekari

OWNER: Mahdi Shekari

PLANNING ANALYSIS: A Specific Use Permit (SUP) is required of uses that the zoning ordinance may allow, but uses that should also be specially approved for situational suitability. The purpose of the SUP requirement is to allow the Town to determine the appropriateness of a proposal. Thus, Council has broad discretionary approval of the requested SUP.

The applicant is making the current request as the previous SUP, approved by Town Council on July 17, 2017 with project 17-SUP-012, has expired. Section 106.02.17 (Specific Use Permit Approval) of the Zoning Ordinance states the following:

Termination of Specific Use Permits (Sec. 106.02.17.e)

If new construction is required to comply with a specific use permit or to be able to use property for the use for which a specific use permit is granted, a building permit for the property described in the specific use permit must be obtained from the town not later than six months after the effective date of the ordinance granting the specific use permit

provided; however, the director may authorize one or more extensions of such deadline for a period totaling not more than one additional year after the original deadline. A specific use permit and the ordinance granting same shall terminate and be of no further effect if:

- a. A required building permit has not been issued within the timeframe required by this section, or;*
- b. A building permit has been issued but has subsequently expired.*

In this case, after discussions with staff, the applicant is proposing that the restrictions tied by Town Council with the approval of project 17-SUP-012 be reconsidered with this request and therefore did not petition for an extension. Those restrictions were as follows:

1. The associated roof be constructed of seamed metal;
2. The development be oriented on the site as shown on the approved site plan tied to this ordinance;
3. The development may not receive a building permit until the associated mixed-use structure receives a building permit; and,
4. The development may not receive a Certificate of Occupancy until the associated mixed-use structure begins vertical construction.

In recent discussions with the applicant, staff has concerns with the overall project as shown in the attached exhibits. One concern being Town Council's set-precedence with the above restrictions being unwavering and consistent with other similar developments. Others are regarding economic and civil-improvement challenges expressed by the applicant. Town development staff discussed these concerns with the Commission during the work session portion of the July 19, 2018 Planning & Zoning Commission meeting.

Attached to this report is executed Ordinance No. 1400 outlining staffs initial analysis for the proposed child care center.

RECOMMENDATION:

Staff recommended that the Planning & Zoning Commission maintain Town Council's restrictions of the previously approved request as noted in the above analysis along with an additional restriction regarding approved civil improvements as follows:

5. Access and Right-of-Way improvements subject to approval of the associated engineering plans by the Engineering Department.

The Planning & Zoning Commission recommended denial of the request by a vote of 4-0.

TOWN CONTACT:

Skye Thibodeaux – Planning Manager
Fred Gibbs – Development Services Director
Jennette Killingsworth-Espinosa – Executive Director Little Elm EDC

ATTACHMENTS:

Location Map
Exhibits
Previous Executed Ordinance No. 1400
Ordinance No. 1462

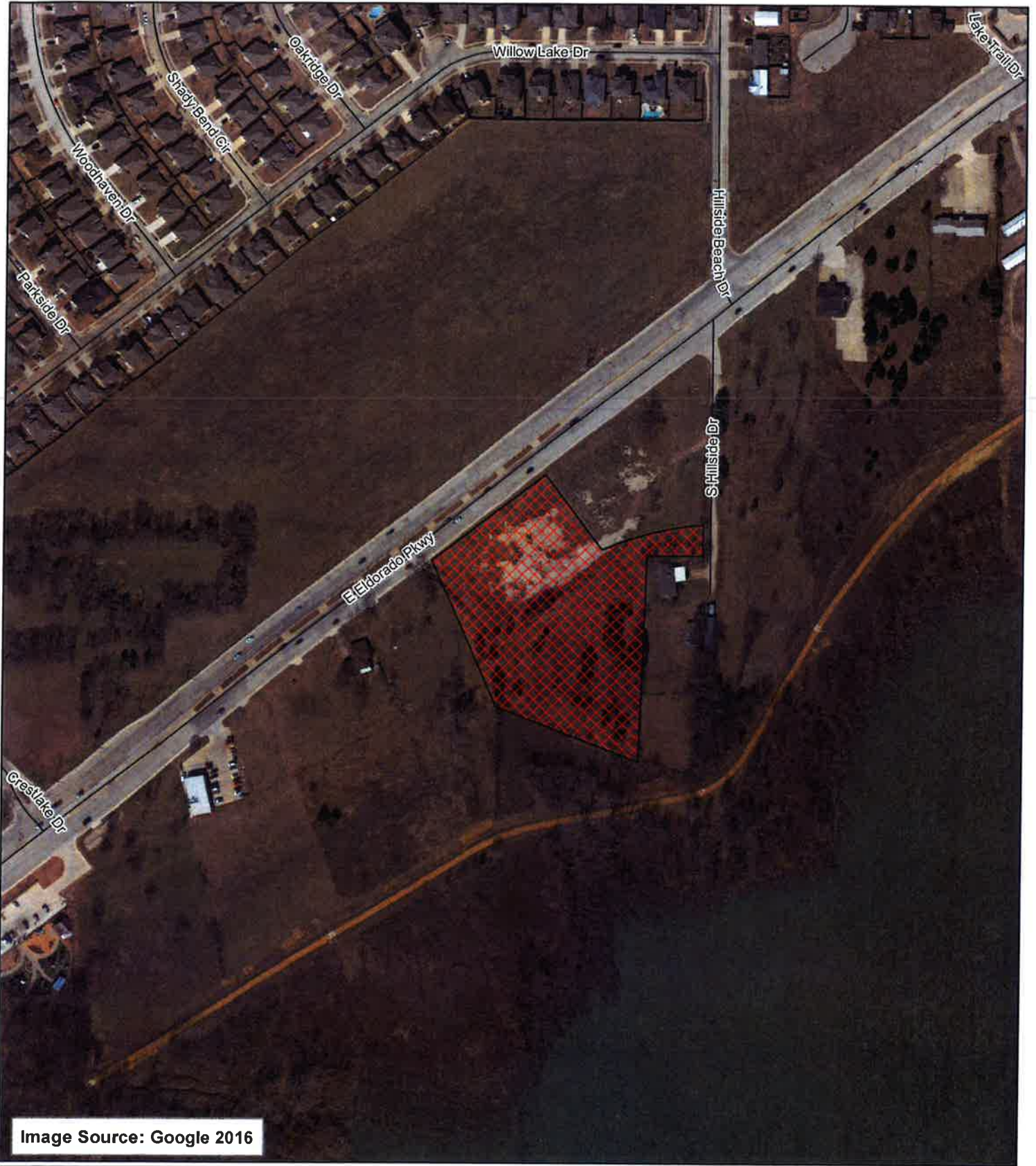


Image Source: Google 2016



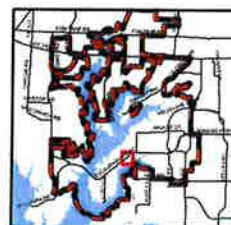
Location Map

Lakeshore Plaza Montessori
Town of Little Elm
Denton County, TX
Date: 5/22/2017

0 205 410 Feet

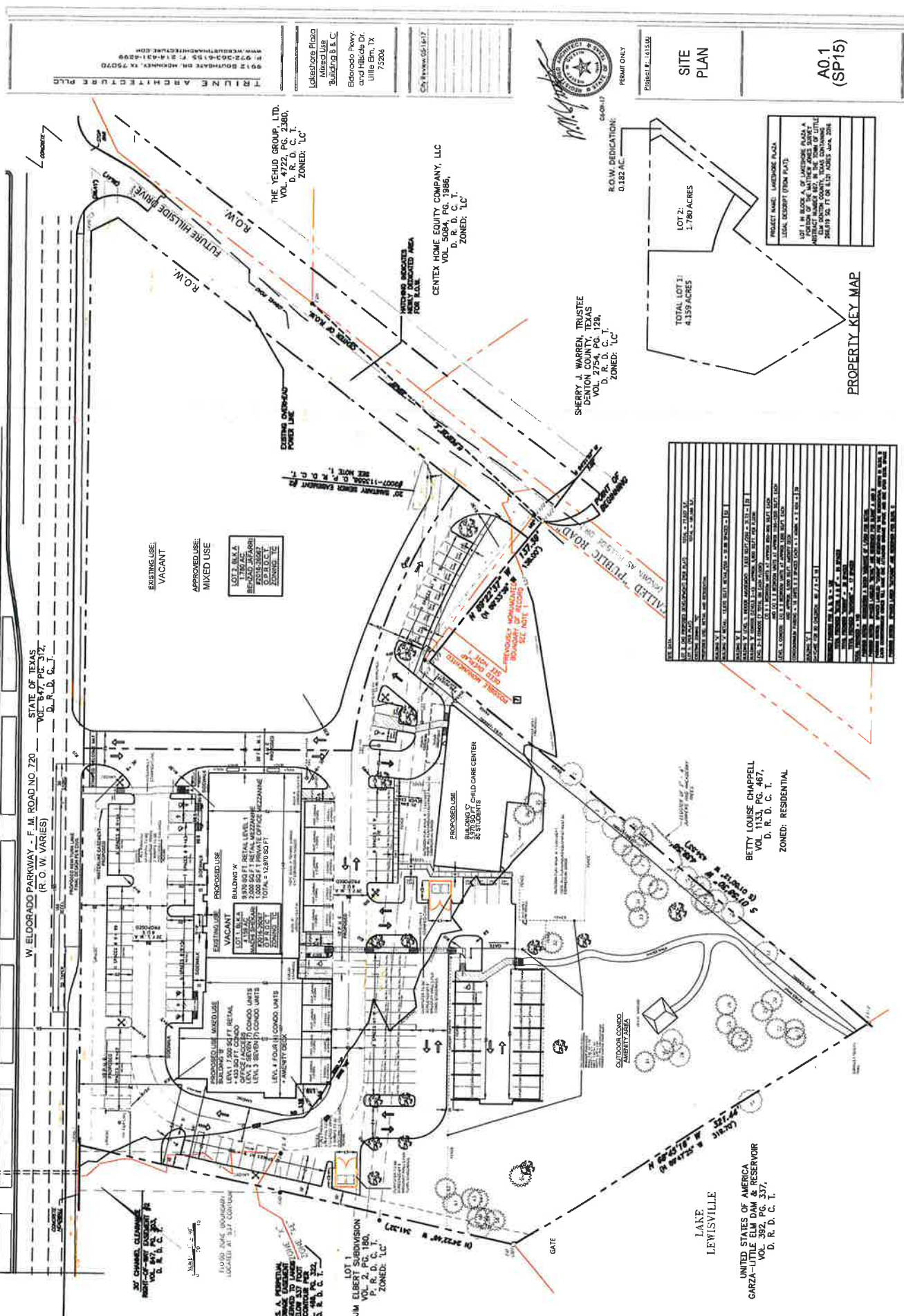
Legend

- Roads
- Lakeshore Plaza Montessori
- ETJ
- Town Limit



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



STATE OF TEXAS
VOL. 847, PG. 317,
D. R. D. C. T.
W. EL DORADO PARKWAY - F.M. ROAD NO. 720
(R.O.W. VARIES)

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VOL. 472, PG. 2380,
D. R. D. C. T.
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CENTEX HOME EQUITY COMPANY, LLC
VOL. 5084, PG. 1886,
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ZONED: 'LC'

SHERRY J. WARREN, TRUSTEE
DENTON COUNTY, TEXAS
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D. R. D. C. T.
ZONED: 'LC'

BETTY LOUISE CHAPPELL
VOL. 1133, PG. 487,
D. R. D. C. T.
ZONED: RESIDENTIAL

UNITED STATES OF AMERICA
GARZA-LITTLE SLAM DAM & RESERVOIR
VOL. 587, PG. 237,
D. R. D. C. T.

LOT 1
J.M. ELBERT SUBDIVISION
VOL. 488, PG. 322,
D. R. D. C. T.
ZONED: 'LC'



PERMIT ONLY
PROJECT # 161559

SITE PLAN

A0.1 (SP15)

ROW DEDICATION:
0.182 AC

LOT 2:
1.780 ACRES

TOTAL LOT 1:
4.159 ACRES

PROPERTY KEY MAP

NO.	DESCRIPTION	AREA (AC)	OWNER
1	LOT 1, 4.159 ACRES	4.159	SHERRY J. WARREN, TRUSTEE
2	LOT 2, 1.780 ACRES	1.780	BETTY LOUISE CHAPPELL
3	LOT 3, 0.182 ACRES	0.182	ROW DEDICATION
4	LOT 4, 0.182 ACRES	0.182	ROW DEDICATION
5	LOT 5, 0.182 ACRES	0.182	ROW DEDICATION
6	LOT 6, 0.182 ACRES	0.182	ROW DEDICATION
7	LOT 7, 0.182 ACRES	0.182	ROW DEDICATION
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18	LOT 18, 0.182 ACRES	0.182	ROW DEDICATION
19	LOT 19, 0.182 ACRES	0.182	ROW DEDICATION
20	LOT 20, 0.182 ACRES	0.182	ROW DEDICATION

EXISTING USE:
VACANT

APPROVED USE:
MIXED USE

LOT 1, 4.159 AC
BETTY LOUISE CHAPPELL
VOL. 1133, PG. 487,
D. R. D. C. T.
ZONED: RESIDENTIAL

LOT 2, 1.780 AC
SHERRY J. WARREN, TRUSTEE
VOL. 1234, PG. 123,
D. R. D. C. T.
ZONED: 'LC'

LOT 3, 0.182 AC
ROW DEDICATION
VOL. 587, PG. 237,
D. R. D. C. T.

LOT 4, 0.182 AC
ROW DEDICATION
VOL. 587, PG. 237,
D. R. D. C. T.

30' CHANGED, CLEANLINE
NOTICE OF EXISTENT PG
VOL. 488, PG. 322,
D. R. D. C. T.

LOT 1
J.M. ELBERT SUBDIVISION
VOL. 488, PG. 322,
D. R. D. C. T.
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LOT 2
BETTY LOUISE CHAPPELL
VOL. 1133, PG. 487,
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VOL. 587, PG. 237,
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LOT 6
ROW DEDICATION
VOL. 587, PG. 237,
D. R. D. C. T.

LOT 7
ROW DEDICATION
VOL. 587, PG. 237,
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912 BOUTWATE DR. WHEATON, TX 75070
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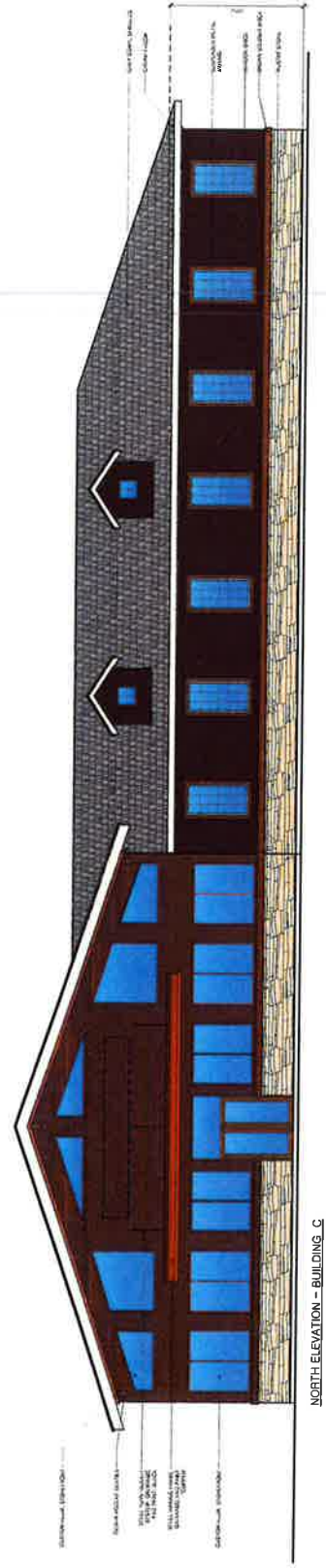
TRUE ARCHITECTURE PLLC

Lakeshore Plaza
Mixed Use
Building 2 & C
Boulevard Pkwy.
and Hillside Dr.
Little Elm, TX
75066

CITY REVIEW 06/16/17

PROJECT # 141539
EXTERIOR
ELEVATION
CHILD-
CARE CENTER
BLDG. 'C'

A2.2



Front Elevation-Building 'C'

3/16" = 1'-0"

NORTH ELEVATION - BUILDING 'C'

TOWN OF LITTLE ELM

ORDINANCE NO. 1400

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY ISSUING A SPECIFIC USE PERMIT FOR CHILD CARE CENTER USE ON APPROXIMATELY 4.2 ACRES OF LAND CURRENTLY ZONED TOWN CENTER DISTRICT (TC), GENERALLY LOCATED AT THE SOUTHWEST CORNER OF ELDORADO PARKWAY AND HILLSIDE DRIVE, PROVIDING THAT THIS SPECIFIC USE PERMIT IS ESTABLISHED SUBJECT TO CERTAIN CONDITIONS AS SET FORTH HEREIN; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with Child Care Center use while it is zoned Town Center district (TC); and

WHEREAS, a request for a Specific Use Permit for Child Care Center use has been submitted for Lakeshore Plaza Montessori by Mahdi Shekari of Pettitt Barraza, LLC on approximately 4.2 acres of land currently zoned Town Center district (TC), more specifically described on the Location Map, attached hereto; and

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

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings

and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested specific use permit described herein; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the requested Specific Use Permit for Child Care Center use 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 issuing a **Specific Use Permit for Child Care Center** use to the property generally located at the southwest corner of Eldorado Parkway and Hillside Drive, Little Elm, Denton County, Texas, an approximately 4.2 acre tract of land more particularly described on the Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

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

1. The associated roof be constructed of seamed metal;
2. The development be oriented on the site as shown on the approved site plan tied to this ordinance;
3. The development may not receive a building permit until the associated mixed-use structure receives a building permit; and,
4. The development may not receive a Certificate of Occupancy until the associated mixed-use structure begins vertical construction.

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.



Image Source: Google 2016







Location Map

Lakeshore Plaza Montessori
Town of Little Elm
Denton County, TX

Date: 5/22/2017

Legend

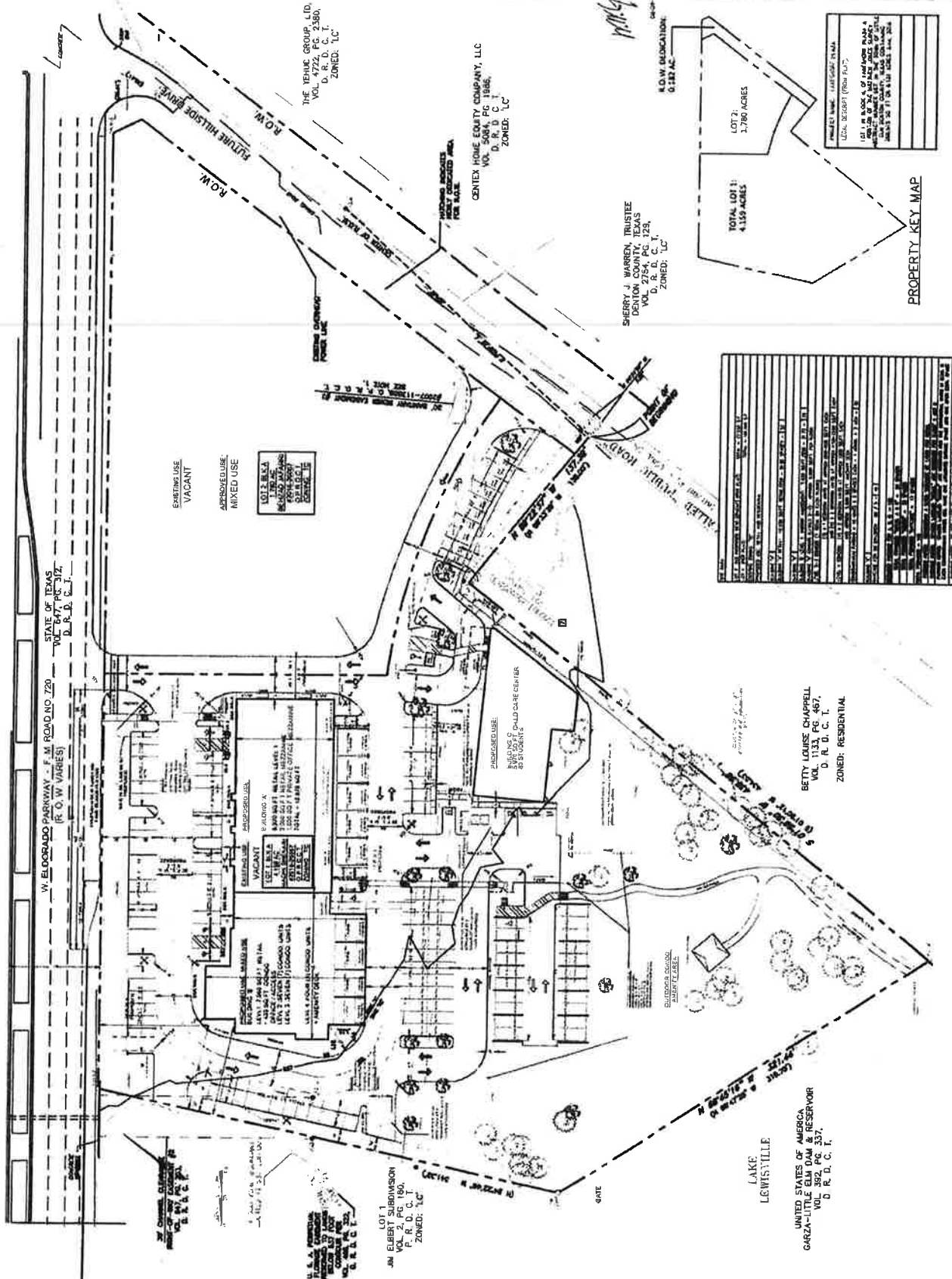
-  Roads
-  Lakeshore Plaza Montessori
-  ETJ
-  Town Limit

0 205 410 Feet



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DALLAS, TEXAS 75241
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WWW.TRINITEARCHITECTURAL.COM

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CENTEX HOME EQUITY COMPANY, LLC
VOL. 5084, PG. 1886,
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SHERRY J. WARREN, TRUSTEE
DENTON COUNTY, TEXAS
VOL. 2754, PG. 123,
D. R. D. C. T.
ZONED: LC

BETTY LOUISE CHAPPELL
VOL. 1133, PG. 487,
D. R. D. C. T.
ZONED: RESIDENTIAL

UNITED STATES OF AMERICA
GARZA-LITTLE GUADALUPE RESERVOR
VOL. 392, PG. 337,
D. R. D. C. T.



STATE OF TEXAS
COUNTY OF DALLAS
CITY OF DALLAS

LOT 1
3.780 ACRES
TOTAL LOT 1:
4.159 ACRES

LOT 2
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PERMIT REVIEW
CITY OF HOUSTON
PLANNING DEPARTMENT
1500 RICE AVENUE, SUITE 1000
HOUSTON, TEXAS 77005
TEL: 713-896-7000
FAX: 713-896-7001
WWW.CITYOFHOUSTON.ORG

Levelland Plaza
Mixed Use
Building A & C
Eastwood Plaza
and Hotel Dr
Ullie Bn TX
75206

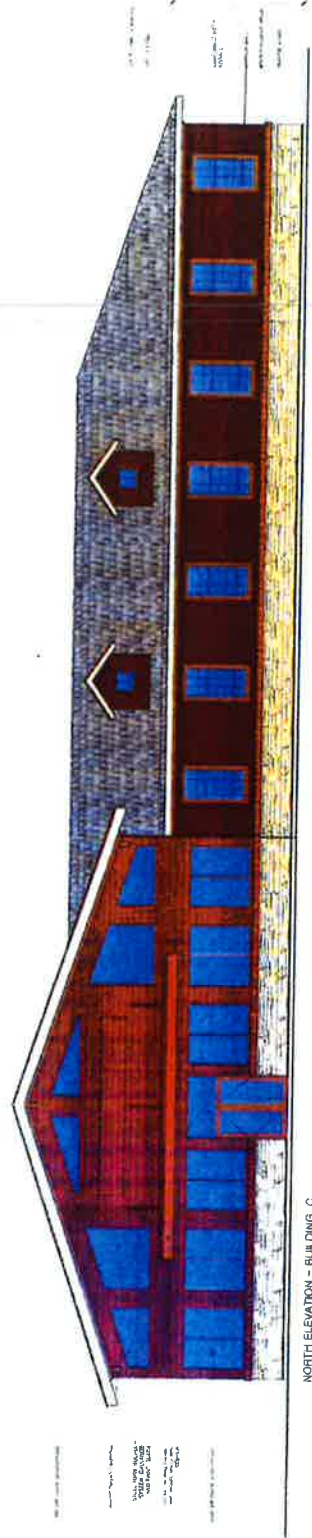
City Review (5/16/17)



REBUILT ONLY

Project #: 161100

EXTERIOR
ELEVATION
CHILD-
CARE CENTER
BLDG. 'C'



NORTH ELEVATION - BUILDING C

Front Elevation-Building 'C'
01

3/16" = 1'-0"

A2.2

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT: 17-SUP-012 Lakeshore Plaza Montessori

PUBLIC HEARING DATES: Planning & Zoning Commission: 06/15/17

Town Council: 07/18/17

REQUEST: A request for a Specific Use Permit for a Child Care Center.

PROPOSED USE: Child Care Center

LOCATION: Generally located at the southwest corner of Eldorado Parkway and Hillside Drive.

SIZE: Approximately 4.16 acres of land.

CURRENT ZONING: Town Center District (TC)

FUTURE LAND USE PLAN DESIGNATION: Eldorado Corridor District

EXISTING USE / SITE ATTRIBUTES: Vacant property

APPLICANT: Mahdi Shekari – Petitt Barraza, LLC

OWNER: Mahdi Shekari – Petitt Barraza, LLC

PLANNING ANALYSIS: Chapter 106 of the Little Elm Code of Ordinances requires a Child Care Center use to obtain a Specific Use Permit (SUP) to legally operate in Town Center District (TC) zoning districts.

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

The Future Land Use Plan (FLUP) designates the subject property with the Eldorado Corridor District land use category, which may be appropriate for the use of a child care center. The requested SUP, if approved, would not necessarily be in conflict with the FLUP.

The proposed location is at the rear of the developing mixed-use center, so it does not critically impact the overall site. Interior lots (once

parceled) tend to develop as garden offices, day cares, and other less intense uses. As shown in the attached site plan, the school will be developed as a standalone structure with safe and reliable access, circulation, pick up-drop off points, and other associated amenities for children and staff. Traffic has multiple points of access to both Eldorado Parkway and Hillside Drive. Staff is in support of the applicant's request as this use is believed to be complimentary to the developing mixed-use corner.

RECOMMENDATION:

P&Z recommended approval of the requested SUP with the following stipulation:

- The associated roof be constructed of seamed metal.

TOWN CONTACT:

Skye Thibodeaux – Planning & Community Services Manager
Jason Laumer, P.E., CFM – Director of Development Services
John Byrum - Planner

ATTACHMENTS:

Location Map
Site Plan
Elevations
Ordinance

STATE OF TEXAS)
COUNTY OF DENTON)
TOWN OF LITTLE ELM)

DEVELOPER'S AGREEMENT

This Agreement (the "**Agreement**") is entered into on the 15th day of JANUARY, 2019, by and between the Town of Little Elm, Texas (the "**Town**"), and Lakeshore Plaza (the "**Developer**") for the development of Lakeshore Plaza, a commercial real estate development located in the Town, which development is generally depicted in *Exhibit A* attached hereto.

WHEREAS, the Town has adopted development fees; and water, wastewater and roadway impact fees; pursuant to Ordinance Nos. 1408, 1431 and 1444, as amended (individually and collectively referred to as the "**Impact Fee Ordinance**"); and

WHEREAS, the Developer will develop the property as shown by *Exhibit A* to be served by the improvements constructed by this Agreement, and

WHEREAS, this Agreement is intended to set out the obligations and duties of the parties with respect to payment of impact fees, development fees, and any credits/reimbursements due.

NOW, THEREFORE in consideration of the previous covenants and agreement set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer agree as follows:

Section A: General Conditions:

1. The land that is subject to this Agreement is as contained in *Exhibit A* attached hereto.
2. **Development Improvements:** Developer agrees to construct, at its sole cost and expense, the improvements set forth in the Agreement and in the approved Planned Development Ordinance.
3. **Non-Waiver.** This Agreement is not intended to waive any of the provisions of the Town's Comprehensive Zoning Ordinance or Subdivision Regulations, as the case may be.
4. The Developer will construct a 27' concrete curb and gutter roadway section with drainage and utilities within a 50' ROW as shown in *Exhibit A* (hereinafter referred to as the "**Roadway Construction**"). To be eligible

for credits/reimbursements under this Agreement, the Roadway Construction must be completed and fully accepted by the Town by not later than May 31, 2020. The Town Manager may, in his sole discretion, grant a one-time extension of the completion and acceptance deadline of 6-months upon request by Developer.

5. The Developer will bury powerlines along Hillside Beach (hereinafter referred to as the "**Powerline Construction**").
6. Items not covered in this Agreement shall follow all Town of Little Elm applicable ordinances.

Section B: Fee Overview, Credits and Conditions:

1. The total amount of water and wastewater impact fees assessed and due from Developer for said addition is \$73,845, based upon the development of Building A and Building B as shown in *Exhibit A*.
2. The total amount of roadway impact fees assessed and due from Developer for said addition is \$113,223, based upon the development of Building A as shown in *Exhibit A*.
3. The total amount of development fees assessed and due from Developer for said addition, including engineering review, engineering inspections, and building permit fees, is \$44,664.22, based upon the development of Building A and Building B as shown in *Exhibit A*.
4. It is anticipated that the actual cost for Developer to construct the Roadway Construction and Powerline Construction will exceed the combined total of water and wastewater impact fees, roadway impact fees, and development fees (as itemized above), plus the undetermined cost of the Powerline Construction. In that event, the Town will provide Developer credits against said fees in an amount not to not to exceed the actual, documented, costs of the Roadway Construction and Powerline Construction.
5. In the event that the fee credits are not enough to fully offset the actual, documented, costs of the Roadway Construction and Powerline Construction, the Town agrees to provide Developer with eligible roadway impact reimbursements from those roadway impact fees assessed and collected from the adjacent tracts as shown on *Exhibit B* for a period of 5 years from the date of the approval of this Agreement by the Town. In no event, however, shall such impact fee reimbursement amount exceed the total amount of the costs of the Roadway Construction and Powerline Construction. In the event the adjacent tracts are not developed and no roadway impact fees are collected by the Town within the applicable 5-year period, the obligation of the Town to provide such reimbursement fees to Developer will expire.

Section C: Roadway System Installation Conditions for Credit:

1. For Developer to be eligible for any credits or reimbursements pursuant to this Agreement, Developer must provide the Town sufficient documentation and information to allow the Town to reasonably determine the actual costs of the Roadway Construction and Powerline Construction. Such information shall include, but not necessarily be limited to, the following items:
 - a. Contractor's bid and executed contract that separates the costs of the Roadway Construction and Powerline Construction from the other site improvements;
 - b. Copies of periodic contractor pay applications demonstrating the actual work completed on the Roadway Construction and Powerline Construction;
 - c. Executed Performance, Payment, and Maintenance bonds to ensure the Roadway Construction and Powerline Construction work is completed and contractor invoices have been paid;
 - d. Affidavit of bills paid certifying that all contractors have been paid for the Roadway Construction and Powerline Construction work; and
 - e. Other closeout documents required by the Town's Subdivision Ordinance;

Failure to Comply. In the event either party fails to comply with the terms of this Agreement, the other party has the right to enforce the terms of this Agreement by specific performance or by any other remedies available to the other party. The prevailing party to any dispute arising out of the enforcement of this Agreement shall be entitled to recover from the losing party reasonable attorney's fees, expenses and costs.

Miscellaneous

1. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
2. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton County, Texas.
3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
4. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be authorized and binding agreement on the party for whom the

individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
6. Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be given by registered or certified mail, return receipt requested. Notice to the Town shall be sufficient if made or addressed to Town Manager, 100 West Eldorado Parkway, Little Elm, Texas, 75068. Notice to Developer and/or assigns shall be sufficient if made or addressed to Mahdi Matt Shekari_____, 3899 Adams Ln. Frisco TX_____, 75034_____. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.
7. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
8. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
9. Each signature represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
10. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
11. This agreement shall expire if construction hasn't commenced within one year of approval of said agreement.
12. This agreement shall be void if the public improvements and subdivision hasn't been accepted within two years of approval of said agreement.
13. Time is of the essence in this Agreement.

14. Texas Government Code Chapter 2270. Pursuant to Texas Government Code Chapter 2270, Developer affirms that execution of this Agreement serves as written verification that Developer: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement.
15. Texas Government Code Chapter 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Developer affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

{Execution Pages Follow}

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date written above as reflected by the signatures below.

The Town of Little Elm, Texas

By: 


Matt Mueller, Town Manager

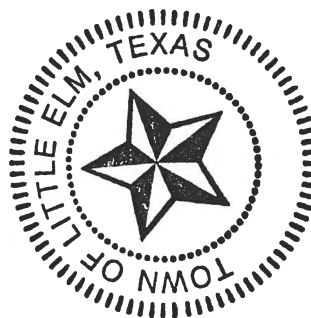
Lakeshore Plaza

By: 

Mahdi Shekari CEO/Owner

ATTEST:


Kathy Phillips, Town Secretary



ACKNOWLEDGEMENTS

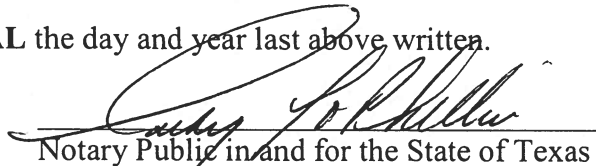
STATE OF TEXAS)

COUNTY OF DENTON)

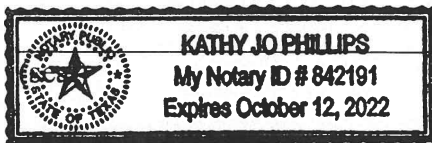
TOWN OF LITTLE ELM)

BEFORE ME, a notary public in and for said County and State, on this 15th day of January, 2019, personally appeared Matt Mueller, Town Manager of The Town of Little Elm, Texas, who acknowledge to me that he voluntarily signed the aforesaid document for the uses and purposes therein set forth.

WITNESS BY HAND AND SEAL the day and year last above written.


Notary Public in and for the State of Texas

My Commission Expires:



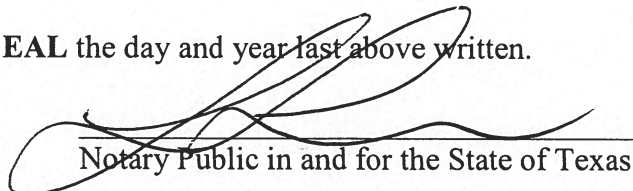
STATE OF TEXAS)

COUNTY OF DENTON)

TOWN OF LITTLE ELM)

BEFORE ME, a notary public in and for said County and State, on this 18 day of January, 2019, personally appeared [Signature], who acknowledge to me that he/she voluntarily signed the aforesaid document for the uses and purposes therein set forth.

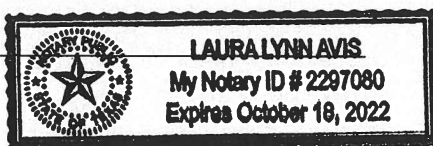
WITNESS BY HAND AND SEAL the day and year last above written.


Notary Public in and for the State of Texas

My Commission Expires:

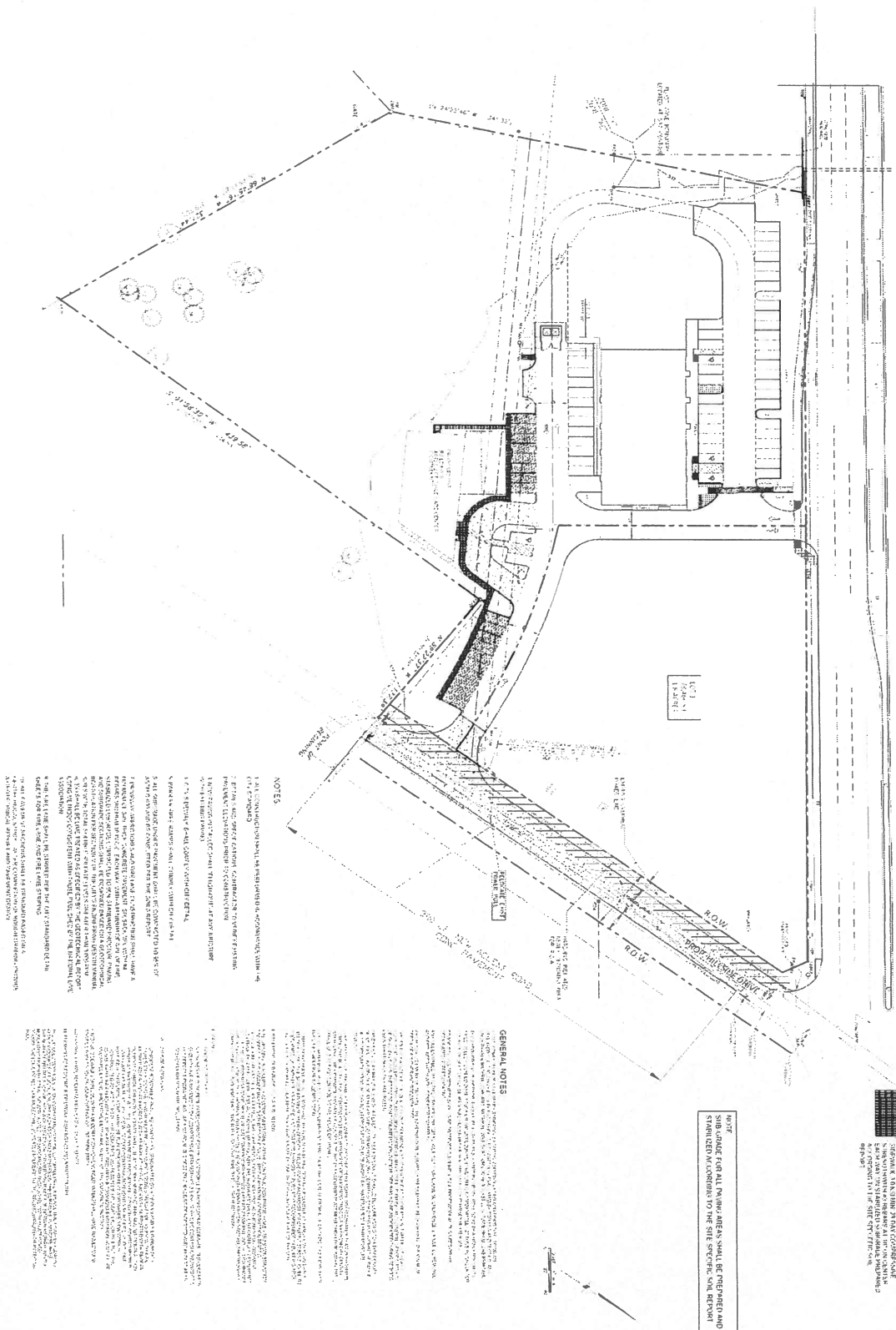
10/18/22

(seal)



TOWN OF LITTLE ELM
Lake Shore Plaza - Hillside Beach Improvements

Exhibit A



PAVING PLAN
SCALE 1" = 40'

C-7

PROJECT: LAKESHORE PLAZA BUILDING & HILLSIDE DRIVE ACCESS ROAD
ADDRESS: 13300 LAKESHORE DRIVE, LITTLE ELM, MI 48065
TOWN OF LITTLE ELM
Lake Shore Plaza - Hillside Beach Improvements



Exhibit A Continued

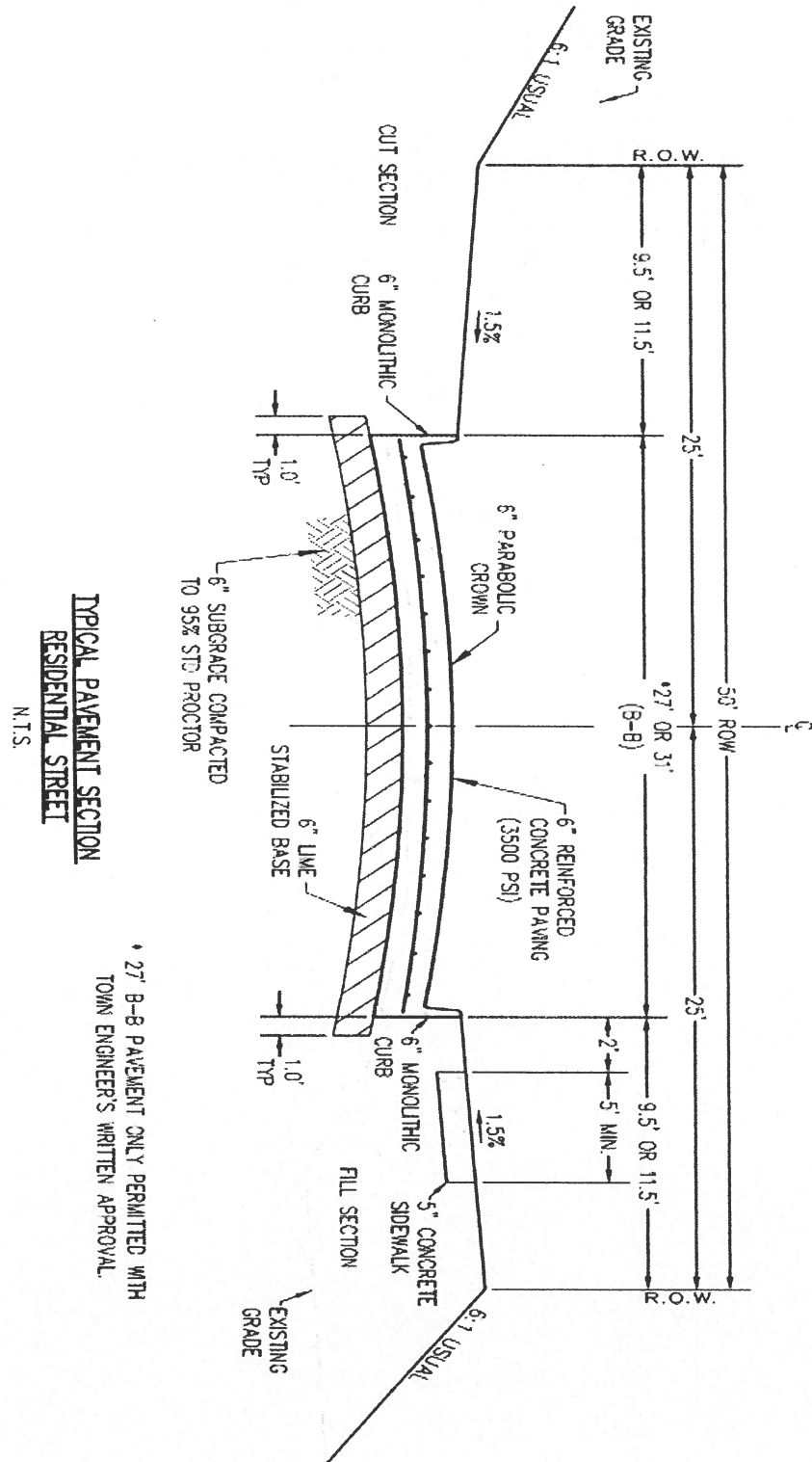


Exhibit A Continued with Building A and B

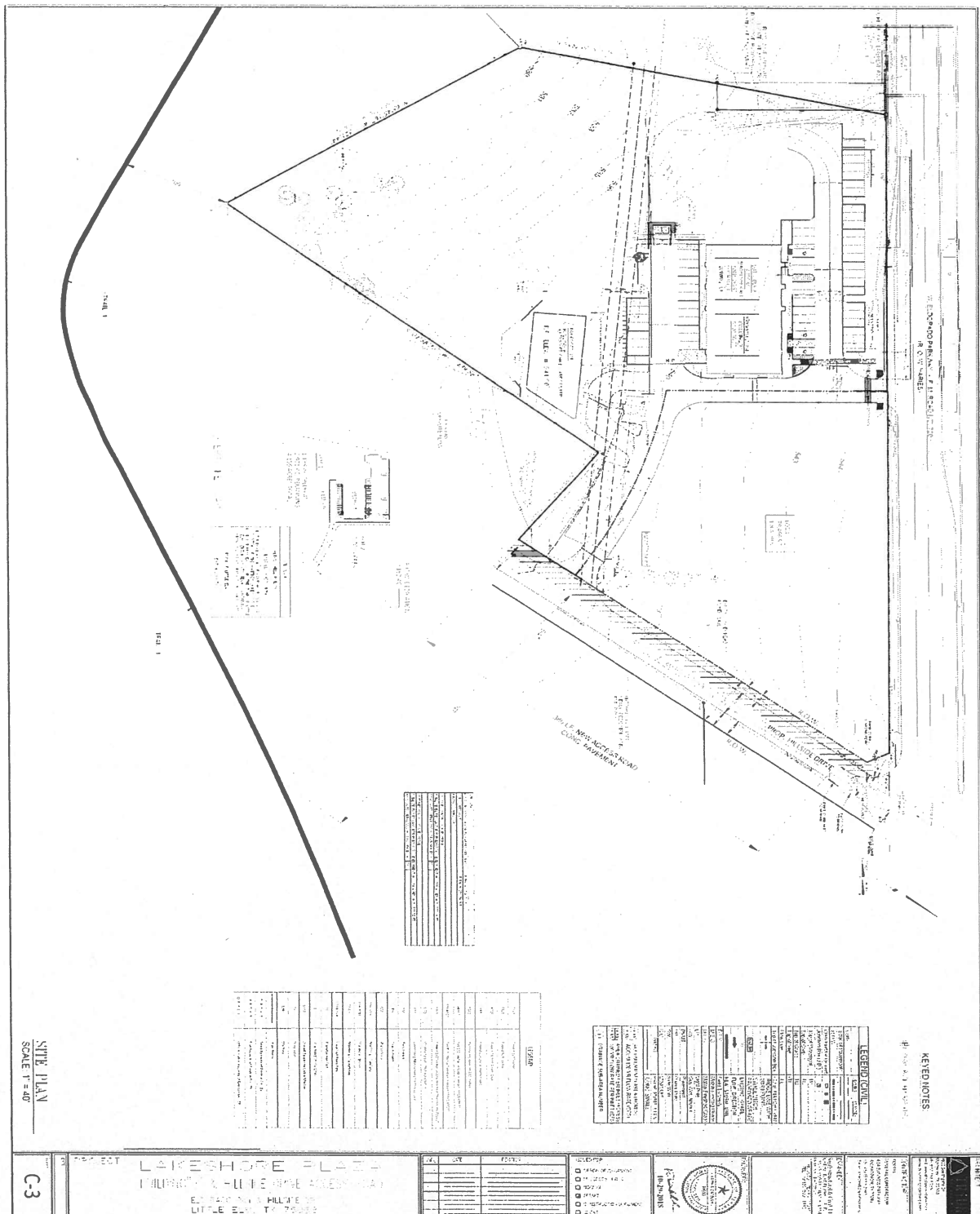


Exhibit A Continued Fee Overview

Engineering and Impact Fees

Building A – 9,785 SF Retail

Engineering Review:	\$4,746 (based on \$1,300,000 estimated flatwork estimate)
Engineering Inspection:	\$8,875 (includes Hillside Drive Improvements)
Water Impact Fee:	\$15,950
Sewer Impact Fee:	\$30,765
Road Impact Fee:	\$63,945

Building B – 4,670 SF Child Care Center

Engineering Review:	(Included in Building A Calculation)
Engineering Inspection:	(Included in the Building A Calculation)
Water Impact Fee:	\$10,517
Sewer Impact Fee:	\$16,613
Roadway Impact Fee:	\$49,278

Total Engineering and Impact Fees: \$200,689

The estimated cost received by the developer to bury the power lines along Hillside Drive is **\$25,000.**

Building Permit Fees

Building A Building Permit Fees:

Permit Fee:	\$14,987.26
Review Fee:	\$7,493.91
App Fee:	\$150.00

Building B Building Permit Fees:

Permit Fee:	\$5,508.03
Review Fee:	\$2,754.02
App. Fee:	\$150.00

Total Building Permit Fee: \$31,043.22

Grand Total: \$231,732.22

***The credits should not exceed the actual cost of the actual construction of Hillside Beach.**

Exhibit B Adjacent Properties



AGENDA INFORMATION SHEET:

COUNCIL

MEETING DATE: January 15, 2019

PROJECT: Development Agreement for the Lakeshore Plaza Project and Hillside Beach.

DESCRIPTION: The Town's Attorney has worked with Town Staff and Lakeshore Plaza representatives on a Development Agreement that waives impact and permitting fees for the construction of Hillside Beach per Town standards. Below is a list of items for consideration in the developer's agreement:

General Conditions:

1. The land that is subject to this Agreement is as contained in *Exhibit A* attached hereto.
2. Development Improvements: Developer agrees to construct, at its sole cost and expense, the improvements set forth in the Agreement and in the approved Planned Development Ordinance.
3. Non-Waiver. This Agreement is not intended to waive any of the provisions of the Town's Comprehensive Zoning Ordinance or Subdivision Regulations, as the case may be.
4. The Developer will construct a 27' concrete curb and gutter roadway section with drainage and utilities within a 50' ROW as shown in *Exhibit A* (hereinafter referred to as the "Roadway Construction"). To be eligible for credits/reimbursements under this Agreement, the Roadway Construction must be completed and fully accepted by the Town by not later than May 31, 2020. The Town Manager may, in his sole discretion, grant a one-time extension of the completion and acceptance deadline of 6-months upon request by Developer.
5. The Developer will bury powerlines along Hillside Beach (hereinafter referred to as the "Powerline Construction").
6. Items not covered in this Agreement shall follow all Town of Little Elm applicable ordinances.

Section B: Fee Overview, Credits and Conditions:

1. The total amount of water and wastewater impact fees assessed and due from Developer for said addition is \$73,845, based upon the development of Building A and Building B as shown in *Exhibit A*.
2. The total amount of roadway impact fees assessed and due from Developer for said addition is \$113,223, based upon the development of Building A as shown in *Exhibit A*.
3. The total amount of development fees assessed and due from Developer for said addition, including engineering review, engineering inspections, and building permit fees, is \$44,664.22, based upon the development of Building A and Building B as shown in *Exhibit A*.
4. It is anticipated that the actual cost for Developer to construct the Roadway Construction and Powerline Construction will exceed the combined total of water and wastewater impact fees, roadway impact fees, and development fees (as itemized above), plus the undetermined cost of the Powerline Construction. In that event, the Town will provide Developer credits against said fees in an amount not to not to exceed the actual, documented, costs of the Roadway Construction and Powerline Construction.
5. In the event that the fee credits are not enough to fully offset the actual, documented, costs of the Roadway Construction and Powerline Construction, the Town agrees to provide Developer with eligible roadway impact reimbursements from those roadway impact fees assessed and collected from the adjacent tracts as shown on *Exhibit B* for a period of 5 years from the date of the approval of this Agreement by the Town. In no event, however, shall such impact fee reimbursement amount exceed the total amount of the costs of the Roadway Construction and Powerline Construction. In the event the adjacent tracts are not developed and no roadway impact fees are collected by the Town within the applicable 5-year period, the obligation of the Town to provide such reimbursement fees to Developer will expire.
6. This agreement shall expire if construction hasn't commenced within one year of approval of said agreement.
7. This agreement shall be void if the public improvements and subdivision hasn't been accepted within two years of approval of said agreement.

Section C: Roadway System Installation Conditions for Credit:

1. For Developer to be eligible for any credits or reimbursements pursuant to this Agreement, Developer must provide the Town sufficient documentation and information to allow the Town to reasonably determine the actual costs of the Roadway Construction and Powerline Construction. Such information shall include, but not necessarily be limited to, the following items:

- a. Contractor's bid and executed contract that separates the costs of the Roadway Construction and Powerline Construction from the other site improvements;
- b. Copies of periodic contractor pay applications demonstrating the actual work completed on the Roadway Construction and Powerline Construction;
- c. Executed Performance, Payment, and Maintenance bonds to ensure the Roadway Construction and Powerline Construction work is completed and contractor invoices have been paid;
- d. Affidavit of bills paid certifying that all contractors have been paid for the Roadway Construction and Powerline Construction work; and
- e. Other closeout documents required by the Town's Subdivision Ordinance;

Failure to Comply. In the event either party fails to comply with the terms of this Agreement, the other party has the right to enforce the terms of this Agreement by specific performance or by any other remedies available to the other party. The prevailing party to any dispute arising out of the enforcement of this Agreement shall be entitled to recover from the losing party reasonable attorney's fees, expenses and costs.

COST: N/A

FUNDING: N/A

SCHEDULE: Agreement will be executed

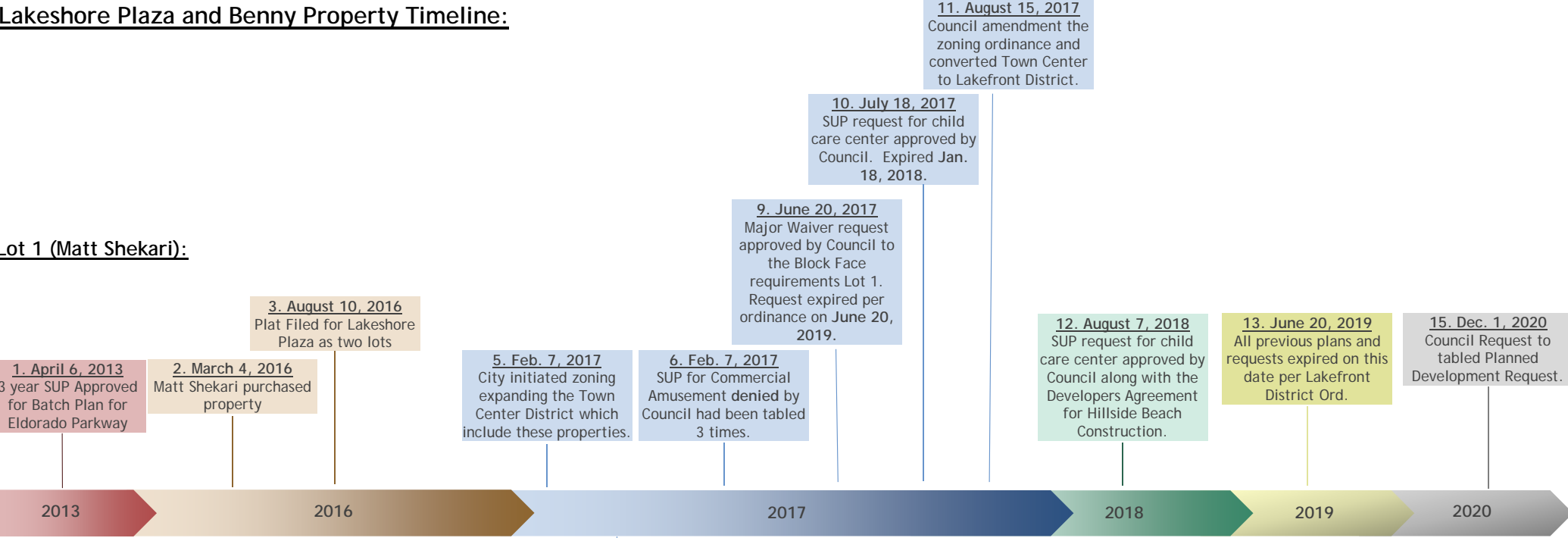
RECOMMENDED ACTION: Staff recommends Council approve the Development Agreement for Lakeshore Plaza between the Town of Little Elm and Lakeshore Plaza and authorize Town Manager to execute the agreement.

TOWN CONTACT: Fred Gibbs
Director of Development Services
fgibbs@littleelm.org
(214) 975-0473

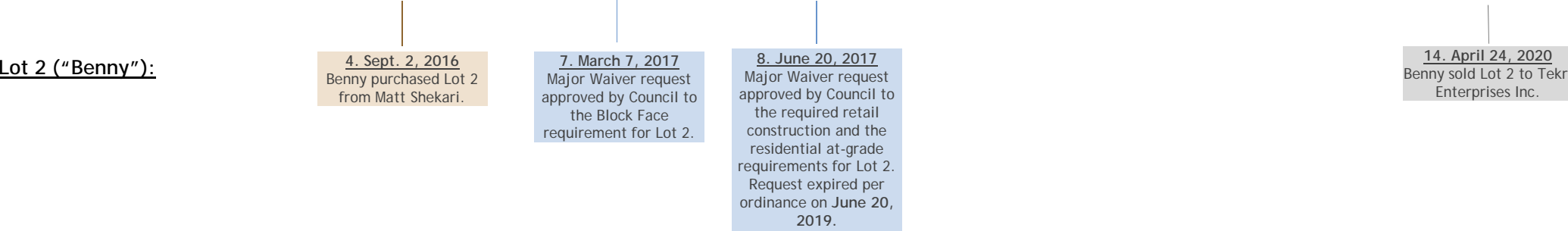
ATTACHMENTS: 1. Development Agreement

Lakeshore Plaza and Benny Property Timeline:

Lot 1 (Matt Shekari):



Lot 2 ("Benny"):





Town Council Meeting

Date: 01/05/2021
Agenda Item #: 6. A.
Department: Administrative Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Caitlan Biggs, Managing Director of Strategic Services

AGENDA ITEM:

Consider Action to Approve the **Minutes from the December 15, 2020, Regular Meeting.**

DESCRIPTION:

The minutes from the December 15, 2020, regular meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - December 15, 2020 Regular Meeting

Minutes
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068
214-975-0404
<http://www.littleelm.org>

VIRTUAL WORKSHOP AND REGULAR TOWN COUNCIL MEETING
Tuesday December 15, 2020- 6:00 p.m.

Present: David Hillock Mayor, Neil Blais Mayor Pro-tem, Council members Nick Musteen, Tony Singh, Lisa Norman, and Michael McClellan. ***Absent:*** Council member Curtis Cornelious. ***Staff:*** Robert Brown, Matt Mueller, Joe Florentino, Caitlan Biggs, Kelly Wilson, Dee Dee Hale, Jennette Espinosa, Fred Gibbs, Jason Shroyer, Chad Hyde, Paul Rust, Wesley Brandon, Skye Thibodeaux, and Rodney Harrison.

1. **NOTICE REGARDING PUBLIC PARTICIPATION AND TOWN COUNCIL/TOWN STAFF ATTENDANCE.**
2. Call to Order Council Work Shop *at 6:00 p.m.*
 - a. Invocation: ***Council Member Curtis Cornelious***
 - b. Pledge to Flags.
 - c. Items to be withdrawn from Consent Agenda. ***None***
 - d. Emergency Items if posted. ***None***
 - e. Request by the Town Council for items to be placed on a future agenda for discussion, and recognition of excused absences.
 - f. **Update** on Alarm Permit Program. ***Pulled – no discussion***
 - g. **Discuss** the Rebranding of the Little Elm Community Recreation Center to The Rec at The Lakefront™. ***Pulled – no discussion***
 - h. Presentation of monthly updates from department heads: **Matt Mueller gave a recap of the Christmas Parade/Christmas at the Beach event with the addition of Magic of Lights.**
 - i. Council to highlight items on the agenda needing further discussion or comments prior to the regular session. ***None***
3. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.

4. **Presentation** for Ron Trees for his service on the DCTA Board of Directors. **Mayor Hillock presented a plaque of recognition for Ron Trees for service.**
5. Public Comments: *None*
6. **Upon motion by Council Member Cornelious and second by Council Member Musteen, the members voted 7-0 to approve the Consent Agenda as presented:**
 - a. **Approve** Minutes from the December 1, 2020, Regular Meeting.
 - b. **Approve** Resolution No. 1215202001 Opposing Any Further Alignment of U.S. Hwy 380 that Expands the Right-Of-Way Along the Corridor between F.M. 423 and F.M. 720, within the Town Of Little Elm, Denton County, Texas; and Providing for an Immediate Effective Date.
 - c. **Consider Action** on Resolution Number 1215202002 suspending the January 23, 2021, effective date of CoServ Gas, LTD. required increase to permit the Town time to study the request and to establish reasonable rates; approving cooperation with other cities in the CoServ Gas, Ltd. service area; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in docket OS-20-00005136 at the Railroad Commission; requiring reimbursement of Cities' rate case expenses; finding that the meeting at which the resolution is passed is open to the public as required by law; requiring notice of this resolution to the Company and legal counsel.
 - d. **Approve** Resolution 1215202003 approving an amendment to the Town's Investment Policy; authorized broker/dealers; recording the annual review; and an effective date.
 - e. **Approve** Resolution No. 1215202005 Approving the Resolution of the Board of Directors of Little Elm Economic Development Corporation Authorizing the First Amendment to Promissory Note and Loan Agreement No. 6863 and Resolving other Matters Incident and Related Thereto.
 - f. **Approve** the 2020–2021 Interlocal Cooperation Agreement allowing the Town of Little Elm to extend Ambulance Services to Denton County.
 - g. **Approve** the 2020–2021 Interlocal Cooperation Agreement allowing the Town of Little Elm to extend Fire Protection Services to Denton County.
 - h. **Approve** an 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.
 - i. **Authorization** of Task Order with Parkhill/Schricket Rollins for the FM 423 Green Ribbon Landscaping Project

- j. **Authorization** to execute Change Order #2 to D&S Engineering Labs, LLC for Construction Materials Testing associated with the Little Elm Aquatic Center Project.
 - k. **Authorization** of Task Order with Teague Nall and Perkins, Inc. for the King Road Expansion Project.
 - l. **Authorization** to execute Change Order #1 to Hidell and Associates Architects, Inc. for the Town Building Expansion Project.
7. **Public Hearing** to consider amending an Ordinance of the Town Council of the Town of Little Elm, Texas, Amending Ordinance Nos.1406, 1371, 1310, 1258, 1255 Concerning Reinvestment Zone Number Five, Town of Little Elm, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code, by Amending and Changing the Boundaries and Size of Tax Increment Financing Reinvestment Zone Number Five, Town of Little Elm, Texas, by Adding an Approximately 5.001 Acres of Land to Reinvestment Zone Number Five, Town of Little Elm, Texas, as Described and/or Depicted in Exhibit A of this Ordinance, to Provide that Reinvestment Zone Number Five, Town of Little Elm, Texas Now Consists of 948.501 Acres of Land, as Described and/or Depicted in Exhibit B of this Ordinance, Which is Attached Hereto and Incorporated Herein for All Purposes; Providing a Severability Clause; and Providing for an Effective Date.
- a. Staff Report: **EDC Executive Director Jennette Espinosa stated that this item expands the boundaries of TIRZ #5.**
 - b. Open Public Hearing: **6:10pm**
 - c. Receive Public Comments: **None**
 - d. Close Public Hearing: **6:10pm**
 - e. **Upon motion by Mayor Pro Tem Blais and second by Council Member Cornelious, the members voted 7-0 to** adopt Ordinance No. 1584 of the Town of Little Elm, Texas, Amending Ordinance Nos.1406, 1371, 1310, 1258, 1255 Concerning Reinvestment Zone Number Five, Town of Little Elm, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code, by Amending and Changing the Boundaries and Size of Tax Increment Financing Reinvestment Zone Number Five, Town of Little Elm, Texas, by Adding an Approximately 5.001 Acres of Land to Reinvestment Zone Number Five, Town of Little Elm, Texas, as Described and/or Depicted in Exhibit A of this Ordinance, to Provide that Reinvestment Zone Number Five, Town of Little Elm, Texas Now Consists of 948.501 Acres of Land, as Described and/or Depicted in Exhibit B of this Ordinance, Which is Attached Hereto and Incorporated Herein for All Purposes; Providing a Severability Clause; and Providing for an Effective Date.
8. **Public Hearing** to consider an Ordinance of the Town of Little Elm, Texas, Amending Ordinance Nos. 1256, 1259, 1311, And 1410, by Approving an Amendment to the Reinvestment Zone Number Five, Town of Little Elm, Texas, Final Project and

Financing Plan, by Increasing the Size of Tax Increment Financing Reinvestment Zone Number Five, Town of Little Elm, to a Total of 948.501 Acres and Making Amendments Related Thereto; Providing a Severability Clause; Providing a Repealer Clause; and Providing for an Immediate Effective Date.

- a. Staff Report: **EDC Executive Director Jennette Espinosa stated that this item amends the final project and financing plan to include the increase in boundaries for TIRZ #5.**
 - b. Open Public Hearing: **6:12pm**
 - c. Receive Public Comments: **None**
 - d. Close Public Hearing: **6:12pm**
 - e. **Upon motion by Council Member Singh and second by Council Member McClellan, the members voted 7-0 to adopt Ordinance No. 1585 of the Town of Little Elm, Texas, Amending Ordinance Nos. 1256, 1259, 1311, And 1410, by Approving an Amendment to the Reinvestment Zone Number Five, Town of Little Elm, Texas, Final Project and Financing Plan, by Increasing the Size of Tax Increment Financing Reinvestment Zone Number Five, Town of Little Elm, to a Total of 948.501 Acres and Making Amendments Related Thereto; Providing a Severability Clause; Providing a Repealer Clause; and Providing for an Immediate Effective Date.**
9. **Public Hearing** for a Resolution of the Town of Little Elm, Texas Authorizing and Creating the Spiritas Ranch Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code.
 - a. Staff Report: **EDC Executive Director Jennette Espinosa stated that this item creates a PID for TIRZ #5.**
 - b. Open Public Hearing: **6:14pm**
 - c. Receive Public Comments: **None**
 - d. Close Public Hearing: **6:14pm**
 - e. **Upon motion by Council Member Cornelious and second by Mayor Pro Tem Blais, the members voted 7-0 to table Resolution 1215202006 of the Town of Little Elm, Texas Authorizing and Creating the Spiritas Ranch Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code.**
10. **Public Hearing** regarding a request to rezone approximately 4.4 acres of land from Lakefront LF) w/Specific Use Permit for Child Care to Planned Development-Lakefront (PD-LF) to allow for the use of Mixed-Use and Commercial with modified development

standards, generally located at the southwest corner of Eldorado Parkway and Hillside Drive, within Little Elm's town limits.

- a. Staff Report:
 - b. Continue Public Hearing:
 - c. Receive Public Comments:
 - d. Close Public Hearing: **Upon motion by Council Member McClellan and second by Council Member Norman, the members voted 7-0 to continue the Public Hearing until January 5, 2021.**
 - e. **Discussion and Action** to adopt Ordinance No. 1581 an Ordinance of the Town of Little Elm, Texas amending the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, herefore amended, by rezoning approximately 4.4 acres of land from Lakefront (LF) with Specific Use Permit for Child Care Center to Planned Development-Lakefront (PD-LF) with Specific Use Permit for Child Care Center to allow for the use of commercial and mixed-use with modified development standards, generally located at the southwest corner of Hillside Drive and Eldorado Parkway; correcting the official zoning map; providing a saving clause; providing a severability clause; providing for a penalty; and providing for an effective date. **No Action**
 - f. **Discussion and Action** to approve the Development Agreement for the Lakeshore Plaza Planned Development between the Town of Little Elm and Matt Mahdi Shekari with Lakeshore Plaza and authorize the Town Manager to execute amendment for the same subject to the Planned Development Ordinance being approved. **No Action**
11. **Public Hearing** to Discuss an Ordinance of the Town Of Little Elm, Texas Amending the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, Herefore Amended, by Rezoning Approximately 108.0 Acres of Land from Community Facilities (Cf) to Planned Development-Community Facilities (Pd-Cf) to Allow for an Expansion to the High School Campus and Stadium with Modified Development Standards, Generally Located at the Southeast Corner Of US 380 and Navo Road; Correcting the Official Zoning Map; Providing a Savings Clause, Providing a Severability Clause; Providing a Penalty; and Providing for an Effective Date.
- a. Staff Report: **Director of Development Services Fred Gibbs gave a background of the request, an overview of the existing 2014 agreement, and reasons for the PD. Additional informatino is included in the attached presentation. Mayor Hillock asked to create an exception to the PD that accessory structures will not be added in front of the school's build line along 380 or Navo Road. The applicant was present and did not have an issue with this condition being added to the motion. Additional information is included in the attached presentation.**

- b. Open Public Hearing: **6:26pm**
- c. Receive Public Comments: **None**
- d. Close Public Hearing: **6:26pm.**
- e. **Upon motion by Council Member Musteen and second by Mayor Pro Tem Blais, the members voted 7-0** to approve Ordinance No. 1583 of the Town Of Little Elm, Texas Amending the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, Herefore Amended, by Rezoning Approximately 108.0 Acres of Land from Community Facilities (Cf) to Planned Development-Community Facilities (Pd-Cf) to Allow for an Expansion to the High School Campus and Stadium with Modified Development Standards, Generally Located at the Southeast Corner Of US 380 and Navo Road; Correcting the Official Zoning Map; Providing a Savings Clause, Providing a Severability Clause; Providing a Penalty; and Providing for an Effective Date ***adding language that states that no accessory structure shall be placed in front of the build line along 380 or Navo Road.***

12. Council will convene in Executive Session pursuant to Texas Government Code ***at 6:27 p.m.***

Executive Session with Town Attorney under Texas Government Code Section 551.071 (Consultation with Attorney) to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak.

- 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 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
 - Town Secretary
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

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

Reconvene into open session *at 7:52 p.m.* to discuss and take action, if deemed appropriate, on the COVID-19 pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance. ***No Action Taken***

- 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 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
 - Town Secretary ***No Action Taken***
- Section 551.076 to discuss security matters. ***No Action Taken***
- Section 551.087 to discuss Economic Development. ***No Action Taken***

14. Adjourned Work Shop and Regular Meeting *at 7:52 p.m.*

Respectfully,

Town Secretary

Passed and approved this 5th day of January 2021.



the **Town of Little Elm**

DECEMBER 15, 2020

TOWN COUNCIL MEETING

INTEGRITY | CUSTOMER SERVICE | EFFICIENCY | INNOVATION



LITTLE ELM

PD REQUEST – 20-PD- 007

Lakeshore Plaza

Recommendation

Staff recommends the item be tabled to the January 5, 2020 Town Council meeting.

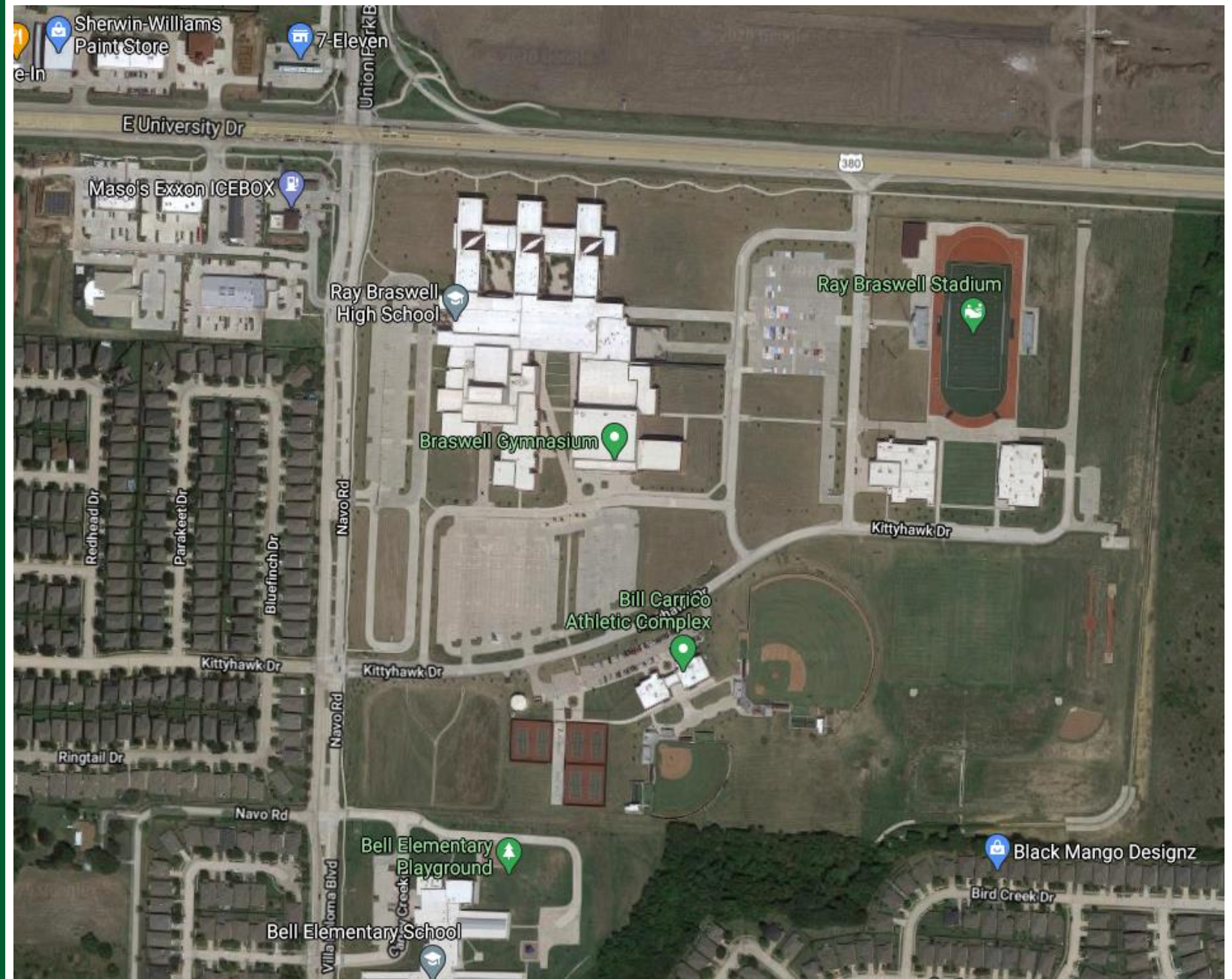
Development Agreement Lakeshore Plaza

Recommendation

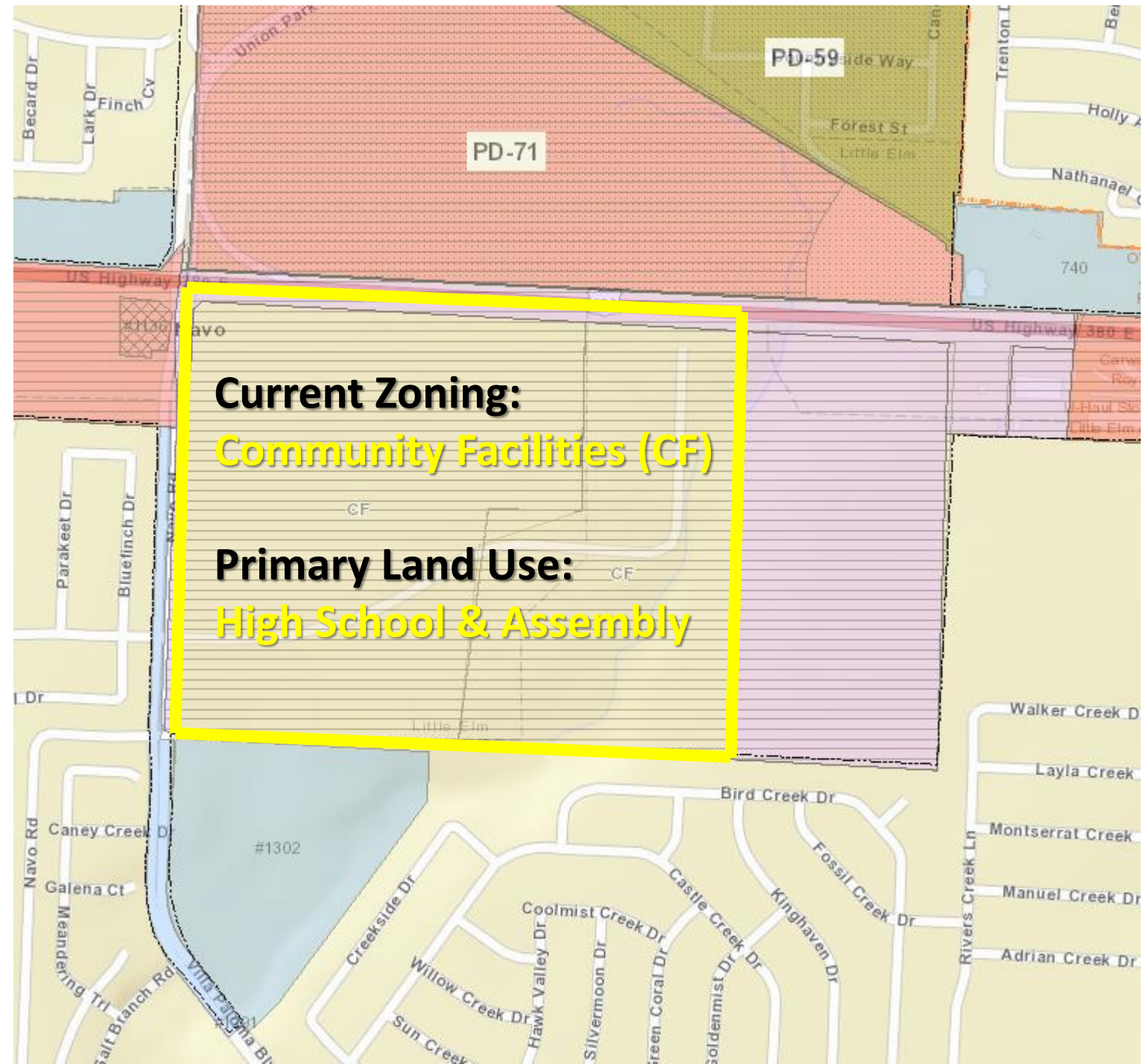
Staff recommends the item be tabled to the January 5, 2020 Town Council meeting.

PD REQUEST – 20-PD-009 BRASWELL HIGH SCHOOL EXPANSION

Aerial



Current Zoning & Land Use



2014 Agreement

2014 Agreement Overview:

- **September 16, 2014** – Denton ISD and Town executed a development agreement.
- Terms approved concerning the construction of utilities and the enhancing Navo Road.
- Agreement adopted a site plan for the campus. The site plan indicated future expansions of both the school and stadium.
- Staff discovered a PD request would be required to include agreement details and the current request.
- Future expansion shown in the 2014 agreement does not match the current request specifically the stadium expansion

Reasons for PD Request

❖ Create a PD District that conforms the property to the 2014 Development Agreement.

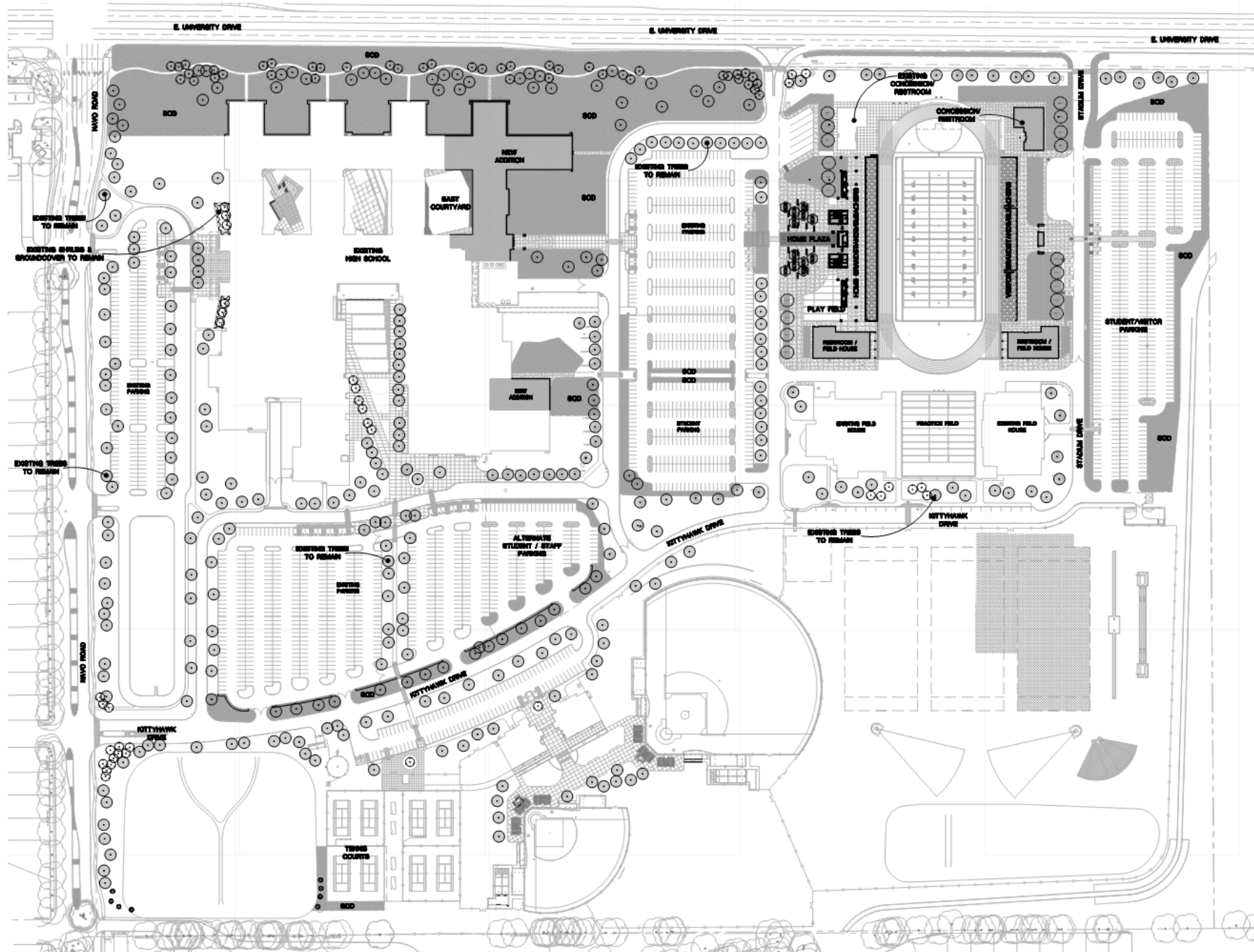
- Conforms 9'x18' parking stalls.
- Parking Ratios
- Conforms parking lot island spacing requirements.
- Permits accessory structures (process the same as with nonresidential structures).
- Adopts associated exhibits.

❖ Additional request not show in 2014 Development Agreement.

- The request has a larger expansion than originally planned back in 2014 which creates a parking shortage per our standards. Approximately 1,730 spaces due to the expansion. (3,780 required – 2,050 proposed = 1,730 short fall).
 - 1 space per four seats.
- Staff found surrounding cities such as Frisco, Plano, and The Colony do not require additional parking for associated “assembly” uses located on school campuses. Required parking totals for school campuses is typically only applied to the primary school structure and not stadiums.

[illegible]

Updated Landscape Plan



ALUMINUM STOREFRONT

PREFABRICATED METAL WALL PANELS

PREFABRICATED METAL ROOF PANELS

PREFABRICATED METAL COPING (3.0% SLOPE ROOFING SYSTEM)

ALUMINUM STOREFRONT

BRICK VENEER

ALUMINUM CURTAIN WALL

EXISTING BRICK

NORTH ELEVATION
SCALE: 1" = 10'-0"

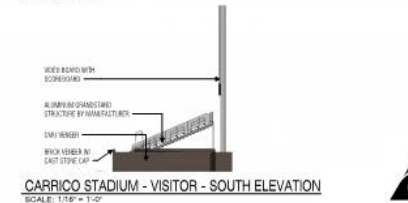
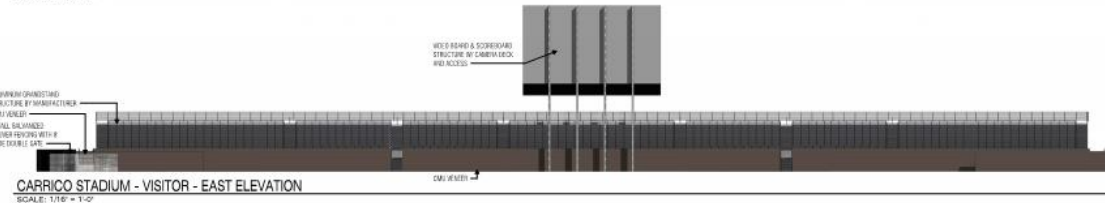
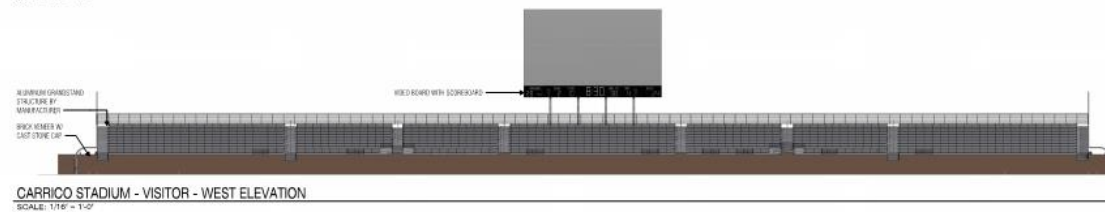
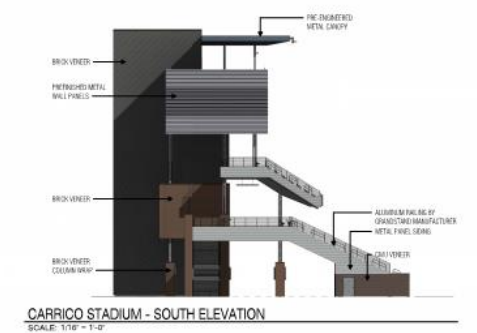
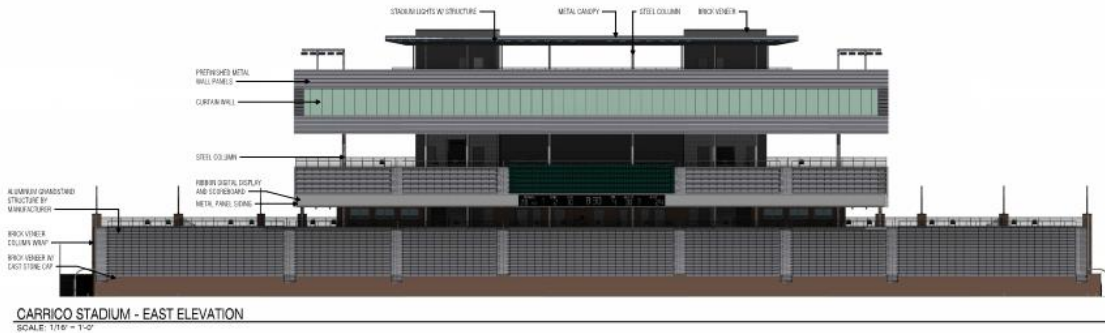


EASTERN ENTRY- VIEW LOOKING NORTH
SCALE:



NORTHERN VIEW- FROM HIGHWAY
SCALE:

Elevations for the Stadium Expansion



Illustrative Conceptual Renderings



Recommendation

The Planning & Zoning Commission recommended approval per staff's proposed stipulations along with providing a recommendation that the required amount of total parking for the high school campus be a minimum of 2050 spaces.



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 6. B.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve an **Agreement between the Town of Little Elm and Paul J. Liston, as an Independent Contractor in the Position of the Little Elm Municipal Court Prosecutor for a One Year Term and Shall Automatically Renew on October 1st of Each Year Thereafter.**

DESCRIPTION:

In an effort to update all contracts, staff has worked with Mr. Liston to provide Town Council a contract with terms established. Mr. Liston has served the Town in the capacity of Little Elm Municipal Court Prosecutor for over 15 years. Mr. Liston agrees to perform services that include appearing at plea dockets, attorney dockets, juvenile dockets, show cause dockets, code enforcement dockets, pretrial dockets, trials, trial preparation, witness preparation, subpoena issuance, filing motions, discovery matters, communications with defendants/attorneys, communication with town/court staff/police staff, and travel.

This agreement shall be subject to annual review by Town Council before September 30th and establishes annual automatic renewals on October 1st of each year until terminated by the Town or Mr. Liston.

Compensation has been established at the rate of \$150.00 per hour plus reasonable expenses with the ability to amend for compensation adjustments agreed by Town Council in its annual review of Mr. Liston.

BUDGET IMPACT:

Compensation for services has been budgeted for in the adopted FY 2020-2021 General Fund operations budget.

RECOMMENDED ACTION:

Staff recommends approval. Brown & Hofmeister, LLP has reviewed contract as to form and legality.

Attachments

Contract - Little Elm Prosecutor Liston

**THE STATE OF TEXAS §
 § **PROFESSIONAL SERVICES AGREEMENT**
 § **BETWEEN THE**
 § **TOWN OF LITTLE ELM, TEXAS**
 § **AND PAUL J. LISTON**
COUNTY OF DENTON §**

This agreement (the “Agreement”) is made by and between the Town of Little Elm, Texas, Denton County, Texas (the “Town”), and Paul J. Liston of The Liston Law Firm, P.C. (“Liston”).

RECITALS:

WHEREAS, the Town desires to engage and retain Liston, as an independent contractor, in the position of Little Elm Municipal Court Prosecutor; and

WHEREAS, Liston desires to provide services to the Town as Little Elm Municipal Court Prosecutor, on the terms and conditions provided in this Agreement.

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Town and Liston agree as follows:

SECTION 1. Scope of Services

The Town hereby engages Liston, and Liston hereby agrees to perform services as the Little Elm Municipal Court Prosecutor, for the set fee that appears in Section 3, below, during the term herein provided, including appearing at plea dockets, attorney dockets, juvenile dockets, show cause dockets, code enforcement dockets, pretrial dockets, trials, trial preparation, witness preparation, subpoena issuance, filing motions, discovery matters, communications with defendants/attorneys, communication with town/court staff/police staff and travel.

Pursuant to the Texas Code of Criminal Procedure Art. 45.201, Liston shall be designated as “Town Attorney” (also referred to as “City Attorney” in said statute) for the Town for purposes of prosecution in the municipal court.

Liston agrees to perform all services in accordance with requirements of the State Bar of Texas as applicable to court prosecutors in the State of Texas, and to conduct himself in a professional demeanor at all times in representing the Town.

Liston agrees not to knowingly undertake any legal matter that would compromise or conflict with her duties and responsibilities as the Little Elm Municipal Court Prosecutor or otherwise knowingly undertake to represent a client on a legal matter against the Town.

Liston is authorized to employ other attorneys which he deems necessary to perform services under this agreement but shall not obligate the Town for any expense in excess of the compensation in Section 3 without approval by the Little Elm Town Council.

SECTION 2. Term

Liston shall provide services to the Town as Little Elm Municipal Court Prosecutor for an initial term beginning January 1, 2021 through and including September 30, 2021. This Agreement shall be subject to an annual review by the Little Elm Town Council on or before September 30th of each year thereafter, and shall automatically renew on October 1st of each year until terminated by the Town or Liston. This Agreement and Liston's appointment herein shall remain at all times subject to the Charter and Ordinances of the Town of Little Elm, Texas. The parties recognize that Liston, as Little Elm Municipal Court Prosecutor, will serve at the will and pleasure of the Town Council. This Agreement shall automatically terminate without notice in the event Liston resigns or is removed from office as the Little Elm Municipal Court Prosecutor by the Little Elm Town Council. In the event of resignation or removal from office, Liston shall be paid for his services rendered as of the date of termination. Nothing contained herein shall be construed to limit or prohibit the Town Council from removing Liston as the Little Elm Municipal Court Prosecutor or terminating this Agreement.

SECTION 3. Compensation

As an independent contractor, Liston shall not receive any Town benefits which are otherwise available to Town of Little Elm employees.

Liston and the Town agree that, in exchange for the services performed and identified in the first paragraph of Section 1, above, Liston shall be compensated at the rate of \$150.00 per hour, plus reasonable expenses billed in 6-minute increments, payable monthly. This Agreement shall be automatically amended to reflect any compensation adjustments agreed to by the Little Elm Town Council in its annual review of Liston.

SECTION 4. Notice

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Town or Liston, as the case may be, at the address set forth below the signature of the party.

SECTION 5. Entire Agreement

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

SECTION 6. Successor and Assigns

This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

SECTION 7. Governing Law

This Agreement is governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in Denton County, Texas.

SECTION 8. Amendment

This Agreement may be amended by the mutual written agreement of the parties.

SECTION 9. Legal Construction

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 10. Independent Contractor

It is understood and agreed by and between the parties that Liston, in satisfying the conditions of this Agreement, is acting independently, and that the Town does not assume any responsibility or liability to any third party in connection with these actions. All services to be performed by Liston pursuant to this Agreement shall be in the capacity of an independent contractor only, and not as an agent or employee of the Town. Liston shall supervise the performance of his services and shall be entitled to control the manner and means by which his services are to be performed, subject to the terms of this Agreement.

SECTION 11. Professional Development

The Town agrees to budget and to pay the reasonable travel and subsistence expenses of Liston to enable him to attend ongoing educational courses, institutes, and seminars that pertain to his duties as the Town Prosecutor; however, such expenditures shall be approved in advance by the Town.

SECTION 12. Indemnification

The Town shall make such provisions in each annual budget to indemnify Liston from any claims or causes of action brought by third parties based on Liston's performance of his official or unofficial duties hereunder, but only in the case wherein Liston is acting in an "official capacity," as such is defined by Texas law. The Town may choose to effectuate such indemnity in the form of an official municipal ordinance or through the purchase of public officials' insurance coverage. However, in any case, the Town shall not be required to indemnify Liston for any intentional acts, acts outside the course and scope of Liston's contracted services, or in any amounts in excess of the Town's statutory or constitutional limits, sovereign immunity limits, or tort claims limits.

SECTION 13. Effective Date

This Agreement shall become effective as of January 1, 2021.

EXECUTED this 5th day of January, 2021.

PAUL J. LISTON

TOWN OF LITTLE ELM, TEXAS

By: _____
Paul J. Liston

The Liston Law Firm, P.C.
Little Elm Municipal Court Prosecutor

By: _____
David Hillock, Mayor
Town of Little Elm, Texas

Address: PO Box 1882
Rowlett, Texas 75030

100 W. Eldorado Parkway
Little Elm, Texas 75068

ATTEST:

By: _____
Caitlan Biggs, Interim Town Secretary
Town Little Elm, Texas



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 6. C.
Department: Administrative Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Caitlan Biggs, Managing Director of Strategic Services

AGENDA ITEM:

Consider Action to Approve the **2021 Strategic Plan.**

DESCRIPTION:

In 2013, the Town partnered with Strategic Government Resources to create and adopt its first Strategic Plan. This plan consists of six goals with each goal having its own objectives that measure progress toward the Town's vision of being a distinct and desirable lakeside destination for all people to live and play while enjoying a safe, vibrant, and welcoming community.

At its virtual Strategic Planning Meeting on November 14, 2020, Town Council recommended various changes to the 2019 strategic plan. Attached to this item is the red-line version with those changes.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Draft 2021 Strategic Plan - Redline
Draft 2021 Strategic Plan - Final

Town of Little Elm



Strategic Vision, Goals, and Objectives

Updated 2021~~19~~

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TOWN OF LITTLE ELM
MISSION AND VISION

The Town of Little Elm is a distinct and desirable lakeside destination for all people to live and play while enjoying a safe, vibrant, and welcoming community.

VISION

MISSION

The Mission of the Town of Little Elm is to build on our unique lake opportunities and small town charm, encourage diverse housing options and business opportunities, and provide an unmatched quality of life.



TOWN OF LITTLE ELM

VISION SUPPORTING STATEMENTS

Little Elm provides an environment that ~~is~~:

- Safe
- Diverse in housing opportunities
- Inclusive

In a community that possesses...

- A strong sense of community identity
- A strong neighborhood connection
- A strong sense of aesthetics and attention to detail
- A destination for recreation and leisure activities via a lakefront district and potential to utilize shallow-water activities (fishing, canoeing, kayaking, etc.)
- Economic and business development that serves our residents and takes advantage of our commercial corridors
- ~~Exemplary schools~~ Strong partnership with school districts

And provides...:

- A full range of housing options
- Services and amenities that are unique to Little Elm (lake and trail system) and encouraging an active lifestyle
- Multiple entertainment and retail options
- Services and conveniences to meet the needs of our residents
- Recreational programming for all residents in quality facilities that are safe, visually appealing, and comfortable for spectators and participants

Little Elm operates in a way that is...:

- Known for being friendly and courteous – demonstrates empathy in all interactions
- Easy to do business with – all processes are streamlined; the telephone is answered
- Financially responsible – controls costs and remains opportunistic in pursuing projects that promote the vision
- Cooperative and encouraging in its relationships with community organizations and churches

SWOT ANALYSIS

<p>Strengths</p> <ul style="list-style-type: none"> • Location and lake access. • Residents, Council, and Town management are aligned in their desire to provide a high-quality and streamlined development process. • Efficient procedures, systems, and well-developed customer service. • Key staff has prior municipal experience. • Access to regional transportation and amenities. • Centrally located to employment centers. • Neighborhoods have created a strong sense of community. • Friendly, cooperative, and supportive staff. • Good working relationships within Town departments, other municipalities, and the development community. • Unique lakefront amenities. • Reputation of Little Elm as a safe place to live • Powerful sense of community 	<p>Opportunities</p> <ul style="list-style-type: none"> • Maximize lake access to create a unique recreation opportunity • Location of Little Elm is poised for continued development. • Undeveloped and underdeveloped property provides as “blank slate” for new development and recreational opportunities. • Enhance community involvement and connections as the Town grows – enhance and create traditions that promote our image and feel. • Build on positive relationships in the region to take advantage of the lessons we can learn from others. • U.S. 380 represents an opportunity for economic development. • The ability to use new and available technology to streamline service delivery. • Capitalize on lunchtime traffic of teachers and students for restaurants. • Potential of redeveloped Hilltown on schools and Town. • Current development trajectory for Town build-out and resulting revenues. • Emerging redevelopment window in some areas of Town. •
<p>Weaknesses</p> <ul style="list-style-type: none"> • Current construction makes transportation difficult. • High rate of growth presents challenges to maintain our expected level of service to residents and the development community. • High rate of growth presents challenges to keep up with infrastructure needs. • High rate of retail leakage. • No immediate access to major interstate traffic. • Geographical connectivity. • Known as a “commuter” community. • Commercial area competitiveness. • Historical geographic challenges and location of key intersections. • Transportation infrastructure challenges. • Lack of patience for development projects. 	<p>Threats</p> <ul style="list-style-type: none"> • Growth of community and demand for services exceeding staff’s capacity. • Other communities are competing for development in the region. • Slowdown of growth and build-out. • Multiple jurisdictions control U.S. 380. • Substandard development standards in unincorporated areas. • Impact of Hilltown left unresolved • Recognize the impacts on public safety with growth. • Shifting community priorities as Town grows. • Ability to remain competitive with other organizations for talent. • Regulatory and other governmental agencies impeding Town priorities or implementing mandates.

TOWN OF LITTLE ELM STRATEGIC GOALS

- **Provide a safe and welcoming environment for Little Elm residents and visitors:** Little Elm will be a community that is safe and welcoming to all who live here and visit. A safe and welcoming environment is accomplished through upholding a strong sense of community with ~~an~~ engaged residents, maintaining clean and aesthetically welcoming corridors and neighborhoods, preserving a low crime rate, and continuing to ensure that public safety officials are courteous, professional, and ethical while providing equitable service to all.
- **Ensure strong relationships within the community and region:** Little Elm will strive to ensure positive relationships within the community and region. Strong and positive relationships are accomplished by conducting business with a high level of integrity, promoting open communication, transparency, partnerships, and displaying a high level of courteousness in all of our interactions. We will operate with a partner mentality with all entities with which we share a common interest.
- **Maximize community recreation and leisure activities:** Little Elm will maximize recreational and leisure activities for the region. Recreational and leisure activities will be provided for a broad range of socio-economic and interests groups, focusing on maximizing the unique shoreline recreation opportunities on Lewisville Lake.
- ~~Recreational and leisure activities will be provided for a broad range of socio-economic and interests groups with the focus set on maximizing the unique shoreline recreation opportunities that exist on Lewisville Lake.~~
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- **Ensure excellence in public services while keeping up with the growth in the community:** Little Elm will ensure that high-quality public services are maintained by addressing growth needs in infrastructure, and by attracting, retaining, equipping, and empowering a workforce that delivers excellent service for an excellent value.

TOWN OF LITTLE ELM

STRATEGIC GOALS AND LONG-TERM OBJECTIVES

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Long Term Objectives

- Maintain safe and effective walkways and roadways.
- Maintain and expand relationships between the Police Department and resident groups.
- Develop options for a long-term solution to dispatch.
- Provide quality community events that attract visitors and facilitate a sense of belonging within the community.
- Provide opportunities for residents to volunteer and be involved toward a common goal.
- Ensure a strong focus on community-oriented policing, public outreach, and servant leadership.
- Embrace the diversity of the community and operate in a way that provides equitable service to all residents.
- Develop and implement plans to develop the northwest corner of Town.

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Long Term Objectives

- Provide opportunities and methods for residents to be involved in the Town.
- Operate all Town activities in an open, transparent manner.
- Maintain strong relationships with LOCALE, neighborhood associations and civic groups.
- Be an equitable partner in mutual aid to neighboring communities.
- Maintain a culture of friendly customer service.
- Continually identify opportunities for regional shared services, expanding them when possible.
- Operate as a service provider for neighboring communities and districts where possible.
- Participate in meetings and projects with [the North Texas](#) Council of Governments, county, and neighboring cities.
- Promote events for regional participation with our neighbors and maximize cross-promotional opportunities for development.
- Participate in leadership in professional organizations.
- Explore collaborative opportunities with the three school districts that exist within Town limits.
- Expand digital services to enhance the ability to access Town government functions online.
- Maximize social media and communications outreach.

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Long Term Objectives

- Maintain a Parks Master Plan.
- Maintain a mutually beneficial relationship with the Corps of Engineers.
- Continue development of a Town-wide trail system to provide a link between recreational amenities.
- Provide inclusive recreational opportunities for a wide -variety of socio-economic groups, ages, and interests.
- Utilize new technology and products to provide innovative services and amenities in the Parks system.
- Develop and maximize aquatic center project and other lakefront recreation and leisure opportunities.
- Develop and maintain recreation infrastructure unique to North Texas.
- Ensure quality of youth sports facilities.
- Ensure quality of parks s maintenance.
- Maintain positive relationships with user groups.
- Explore partnership opportunities for lodging and Cottonwood Park development.
- Conduct a feasibility study and develop a long-term plan for the property purchased adjacent to the Recreation Ceenter.
- Complete improvements in Cottonwood Park Phase 1 and remaining phases.
- Create a plan for enhancements for Little Elm Park.
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- Create a plan for improvements for the leased property with Little Elm ISD.

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Long Term Objectives

- Maintain a competitive tax rate.
- Ensure that the Town is known for being easy and simple to work with in the development process.
- Maintain and leverage knowledge of unique retail and expanding into North Texas market.
- Recruit new businesses and encourage future development phases in the Lakefront District.
- Continue to recruit and attract retail to assure our market share in the region.
- Target commercial office for recruitment to increase the job base in the community.
- Target retail and small businesses that serve our residents and the surrounding area.
- Encourage home based businesses and residents working from home to actively engage in the business community.
- Maintain a strong bond rating and review opportunities to improve going forward.
- Maintain fleet replacement fund.
- Work to establish a capital replacement fund for large cost facility maintenance items.
- Maintain strong reserves.
- Use fund balance for one-time expenses.
- Promote a culture that is financially responsible and continually looks for operational efficiencies that provide high value.

Promote and expand Little Elm's identity: Maintain Little Elm's distinctive look and high development standards that provide vibrant, high-quality neighborhoods and development. Create a sense of place and brand identity that extends beyond our borders.

Long Term Objectives

- Continue the visible branding of Little Elm.
- Continue to grow ~~the brand identity of~~ the Lakefront District's brand identity and ensure strong marketing and outreach efforts of the area.
- Maintain a "hometown" feel as the Town continues to grow.
- Update and maintain the Comprehensive Plan.
- Maintain neighborhood and commercial integrity.
- Promote a full range of housing options.
- Maintain high quality aesthetics for corridors and entry ways.
- Collaborate with other entities to deliver and promote a unified brand message.
- Expand regional marketing of Little Elm's activities.
- Provide funds to continue gateway signage as expansion continues.
- Establish consistent standards for design and ~~for~~ building inspection.
- Pursue a wayfinding signage program throughout the community.

Ensure excellence in public services while keeping up with the growth in the community: Little Elm will ensure that high quality public services are maintained by addressing growth needs in infrastructure, and by attracting, retaining, equipping, and empowering a workforce that delivers excellent service for an excellent value.

Long Term Objectives

- Maintain a competitive market-based compensation plan.
- Offer training to provide employees a culture of continuous learning and development opportunities.
- Maintain a fun and friendly work environment.
- Promote and maintain a values-based culture of servant leadership.
- Maintain the Town's multi-year staffing plan to accommodate growth.
- Implement a capital replacement plan and fund.
- Maintain annual maintenance program.
- Ensure adequate planning when adding new infrastructure.

Town of Little Elm



Strategic Vision, Goals, and Objectives

Updated 2021

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TOWN OF LITTLE ELM
MISSION AND VISION

The Town of Little Elm is a distinct and desirable lakeside destination for all people to live and play while enjoying a safe, vibrant, and welcoming community.

VISION

MISSION

The Mission of the Town of Little Elm is to build on our unique lake opportunities and small town charm, encourage diverse housing options and business opportunities, and provide an unmatched quality of life.



TOWN OF LITTLE ELM

VISION SUPPORTING STATEMENTS

Little Elm provides an environment that is:

- Safe
- Diverse in housing opportunities
- Inclusive

In a community that possesses...

- A strong sense of community identity
- A strong neighborhood connection
- A strong sense of aesthetics and attention to detail
- A destination for recreation and leisure activities via a lakefront district and potential to utilize shallow-water activities (fishing, canoeing, kayaking, etc.)
- Economic and business development that serves our residents and takes advantage of our commercial corridors
- Strong partnership with school districts

And provides:

- A full range of housing options
- Services and amenities that are unique to Little Elm (lake and trail system) and encouraging an active lifestyle
- Multiple entertainment and retail options
- Services and conveniences to meet the needs of our residents
- Recreational programming for all residents in quality facilities that are safe, visually appealing, and comfortable for spectators and participants

Little Elm operates in a way that is:

- Known for being friendly and courteous – demonstrates empathy in all interactions
- Easy to do business with – all processes are streamlined; the telephone is answered
- Financially responsible – controls costs and remains opportunistic in pursuing projects that promote the vision
- Cooperative and encouraging in its relationships with community organizations and churches

SWOT ANALYSIS

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Town Council Meeting

Date: 01/05/2021
Agenda Item #: 6. D.
Department: Finance
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1586 Providing for Refuse Rates; Providing for a Repealing Clause; Providing for a Severability Clause; and, Providing an Effective Date for Community Waste Disposal for an Annual Market Adjustment per the Current Service Contract.**

DESCRIPTION:

Community Waste Disposal (CWD) has requested a market adjustment in accordance with the Residential Refuse and Recycling service contract. The market adjustment will become effective on February 1, 2021, for Commercial customers only. The Town's current service contract with CWD allows for commercial rates to have an annual adjustment every year effective February 1 for an increase in the CPI, landfill increases, and a fuel cost adjustment. The 2021 Little Elm adjustment worksheet outlines the detail behind these various service factors:

- CPI increase of 1.20%
- Fuel decrease of -8.53%
- Landfill increase of 1.34%

CWD and the Town of Little Elm have all rates frozen for residential and multi-family rates for any and all services provided by CWD over the remaining current contract expiring January 31, 2025. CWD may petition the Town for a disposal rate increase effective October 1, 2022 and each 12 months thereafter for residential and multi-families.

Ordinance No. 1586 provides for the refuse rates effective date February 1, 2021 for Commercial customers.

BUDGET IMPACT:

There is no momentary impact to the Town for this rate adjustment to commercial customers. CWD bills commercial customers directly.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance 1586 - Solid Waste Rates

CWD 12.2020 Cover Letter - Solid Waste Rates

Schedule A - Solid Waste Rates

Little Elm Adjustment Worksheet - Solid Waste Rates

CPI Supporting Documentation - Solid Waste Rates

Henry Hub Fuel Cost Supporting Documentation - Solid Waste Rates

Denton landfill letter - Solid Waste Rates

ORDINANCE NO. 1586

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, PROVIDING FOR REFUSE RATES; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Refuse Rates: From and after the effective date hereof the charges to be collected for sanitation service are as follows:

Refuse Rates	\$	Rate (Effective 02-01-21)
Residential Customers – garbage (monthly)		14.68
Residential Customers – recycle (monthly)		3.35
Additional Refuse Cart (ea.)		7.23
Additional Recycle Cart (ea.)		2.34
Replacement of Refuse Cart		75.00

Multi-family Rates	\$	Rate (Effective 02-01-21)
Recycle rates per unit		0.60

Commercial Customers	\$	Rate (Effective 02-01-21)
Front Load Trash - 2 cubic yard		
1 x week		81.85
2 x week		146.89
3 x week		192.69
4 x week		255.88
5 x week		303.08
6 x week		339.65
Front Load Trash - 3 cubic yard		
1 x week		87.46
2 x week		165.23
3 x week		261.33
4 x week		325.67
5 x week		381.58
6 x week		415.10
Front Load Trash - 4 cubic yard		
1 x week		99.80
2 x week		178.26
3 x week		237.62
4 x week		315.74
5 x week		373.54
6 x week		418.85

Front Load Trash - 6 cubic yard		
1 x week		127.59
2 x week		226.08
3 x week		313.92
4 x week		415.01
5 x week		489.15
6 x week		530.58
Front Load Trash - 8 cubic yard		
1 x week		161.93
2 x week		281.88
3 x week		416.35
4 x week		548.90
5 x week		646.66
6 x week		725.64
Front Load Compactors - 6 cubic yard		
1 x week		460.66
2 x week		848.04
3 x week		1,420.16
4 x week		1,773.56
Front Load Cardboard - 8 cubic yard		
1 x week		70.10
2 x week		140.22
3 x week		210.28
Front Load Miscellaneous Charges		
Casters (per container)		10.57
Gates (per pick-up)		8.44
Locks (per pick-up)		8.44
Commercial Collection – 95 Gallon Cart (refuse)		
1 x week		19.16
Each additional Carts (1 x week)		14.92
Commercial Collection – 95 Gallon Cart (recycle)		
1 x week		12.86
Each additional Carts (1 x week)		9.61
Commercial Roll Off Services		
35SC Weekday Haul * #		322.03
35SC Weekend Haul * #		349.46
40RC Weekday Haul * #		335.74
40RC Weekend Haul * #		363.15
# Disposal for payload tons up to 54K pds GVW		47.91
# Disposal charge for excess payload over 54K pds		121.47
6 Yard Recycle Containers		
Weekday transport		90.09
Rental		17.51

NOTE: All commercial dumpster customers are charged the monthly rate plus gate charges plus any other miscellaneous services required.

The monthly fee for solid waste collection and disposal services shall be set from time to time by appropriate written resolution ordinance of the Town Council. Such fee shall include

collection and disposal charges, monthly billing charges, franchise fees, and applicable sales tax. The monthly fee for such services shall be charged along with water and sewer charges. A penalty for an overdue bill may be charged.

SECTION 2. Service Fees: From and after the effective date hereof the charges to be collected for service fees associated with providing refuse services are as follows:

Service Fees	\$	Rate (Effective 02-01-21)
Disconnect Fee		50.00
Return Check Fee		30.00

SECTION 3. 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 refuse rates previously established by Ordinance Nos. 1089, 1121, 1257, 1307, 1370, 1434, 1476, and 1535.

SECTION 4. 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 5. 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 refuse rates previously established by Ordinance No. 1089, 1121, 1257, 1307, 1370, 1434, 1476, and 1535.

SECTION 6. Providing for Publication: Providing for the publication 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 7. 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 5th day of January, 2021.

TOWN OF LITTLE ELM, TEXAS

David Hillock, Mayor

ATTEST:

Caitlan Biggs, Interim Town Secretary



CommunityWasteDisposal.com

Since 1981

December 15, 2020

Matt Mueller
Town Manager
Town of Little Elm
100 West Eldorado
Little Elm, TX 75068-5060

RE: Request for Commercial Market Adjustment Effective February 01, 2021

Dear Matt:

In accordance with the Residential Refuse and Recycling Service Contract, Community Waste Disposal (CWD) may request an annual market adjustment. This notice is to inform you of our request for a Market Adjustment effective February 01, 2021. Attached is a the new "Schedule A" outlining the changes in rates. Also enclosed are the indexes used for CPI, CNG fuel, landfill, and a worksheet that recaps the changes in all three indexes.

The information below reflects a sample of the adjustments for Little Elm's customer base.

2020 Commercial 35 SC Haul	\$ 319.75	2020 Commercial 1x8x1	\$ 160.71
2021 Commercial 35 SC Haul	\$ 322.03	2021 Commercial 1x8x1	\$ 161.93

If you have any questions concerning this matter, please feel free to contact either Robert Medigovich at 972.333.6106.

Sincerely,

David Dalrymple
Accounts Receivable Manager

Enc: 2021 Schedule "A"
Calculation Worksheet
Statistical Data for CPI, fuel, and landfill

CC: Robert Medigovich
Greg Roemer
Dale Pound

Town of Little Elm - Schedule "A"

Effective 02.01.2021

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

	Jan 1, 2020 City Pricing with Franchise Fee	Jan 1, 2020 CWD Rate	Billing Fee	Rate Minus Billing Fee	CPI Adj	Fuel Adj	Landfill Adj	Total Adj	Pre Billing Fee Rate	Billing Fee	Feb 1, 2020 CWD Rate	Feb 1, 2020 City Pricing with Franchise Fee
Residential Services												
			Percent of Adjustment		69%	4%	27%					
Residential Trash	N/A	\$10.88	\$0.00	\$10.88	na	na	na	\$0.00	\$10.88	\$0.00	\$10.88	N/A
Each Additional Cart	N/A	\$6.15	\$0.00	\$6.15	na	na	na	\$0.00	\$6.15	\$0.00	\$6.15	N/A
			Percent of Adjustment		69%	4%	27%					
Residential HHW	N/A	\$0.28	\$0.00	\$0.28	na	na	na	\$0.00	\$0.28	\$0.00	\$0.28	N/A
			Percent of Adjustment		83%	5%	12%					
Residential Recycling	N/A	\$2.49	\$0.00	\$2.49	na	na	na	\$0.00	\$2.49	\$0.00	\$2.49	N/A
Each Additional Cart	N/A	\$2.34	\$0.00	\$2.34	na	na	na	\$0.00	\$2.34	\$0.00	\$2.34	N/A
Residential Multi-Family Recycling Rate												
			Percent of Adjustment		83%	5%	12%					
Rate Per Unit	\$0.60	\$0.52	\$0.02	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.50	\$0.02	\$0.52	\$0.60
Front Load Commercial Trash Container Services												
			Percent of Adjustment		65%	5%	30%					
2 Cubic Yard												
1 X Week	\$81.24	\$70.64	\$2.55	\$68.09	\$0.53	-\$0.29	\$0.27	\$0.51	\$68.60	\$2.57	\$71.17	\$81.85
2 X Week	\$145.79	\$126.77	\$4.58	\$122.19	\$0.95	-\$0.52	\$0.49	\$0.92	\$123.11	\$4.62	\$127.73	\$146.89
3 X Week	\$191.25	\$166.30	\$6.01	\$160.29	\$1.25	-\$0.68	\$0.64	\$1.21	\$161.50	\$6.06	\$167.56	\$192.69
4 X Week	\$253.95	\$220.83	\$7.98	\$212.85	\$1.66	-\$0.91	\$0.86	\$1.61	\$214.46	\$8.04	\$222.50	\$255.88
5 X Week	\$300.81	\$261.57	\$9.45	\$252.12	\$1.97	-\$1.08	\$1.01	\$1.90	\$254.02	\$9.53	\$263.55	\$303.08
6 X Week	\$337.11	\$293.14	\$10.60	\$282.54	\$2.20	-\$1.21	\$1.14	\$2.13	\$284.67	\$10.68	\$295.35	\$339.65
3 Cubic Yard												
1 X Week	\$86.80	\$75.48	\$2.73	\$72.75	\$0.57	-\$0.31	\$0.29	\$0.55	\$73.30	\$2.75	\$76.05	\$87.46
2 X Week	\$164.00	\$142.61	\$5.15	\$137.46	\$1.07	-\$0.59	\$0.55	\$1.03	\$138.49	\$5.19	\$143.68	\$165.23
3 X Week	\$259.37	\$225.54	\$8.15	\$217.39	\$1.70	-\$0.93	\$0.87	\$1.64	\$219.03	\$8.21	\$227.24	\$261.33
4 X Week	\$323.23	\$281.07	\$10.16	\$270.91	\$2.11	-\$1.16	\$1.09	\$2.04	\$272.95	\$10.24	\$283.19	\$325.67
5 X Week	\$378.71	\$329.31	\$11.90	\$317.41	\$2.48	-\$1.35	\$1.28	\$2.41	\$319.82	\$11.99	\$331.81	\$381.58
6 X Week	\$411.99	\$358.25	\$12.95	\$345.30	\$2.69	-\$1.47	\$1.39	\$2.61	\$347.91	\$13.05	\$360.96	\$415.10
4 Cubic Yard												
1 X Week	\$99.04	\$86.12	\$3.11	\$83.01	\$0.65	-\$0.35	\$0.33	\$0.63	\$83.64	\$3.14	\$86.78	\$99.80
2 X Week	\$176.92	\$153.84	\$5.56	\$148.28	\$1.16	-\$0.63	\$0.60	\$1.13	\$149.41	\$5.60	\$155.01	\$178.26
3 X Week	\$235.84	\$205.08	\$7.41	\$197.67	\$1.54	-\$0.84	\$0.79	\$1.49	\$199.16	\$7.47	\$206.63	\$237.62
4 X Week	\$313.38	\$272.50	\$9.85	\$262.65	\$2.05	-\$1.12	\$1.06	\$1.99	\$264.64	\$9.92	\$274.56	\$315.74
5 X Week	\$370.75	\$322.39	\$11.65	\$310.74	\$2.42	-\$1.33	\$1.25	\$2.34	\$313.08	\$11.74	\$324.82	\$373.54
6 X Week	\$415.73	\$361.50	\$13.07	\$348.43	\$2.72	-\$1.49	\$1.40	\$2.63	\$351.06	\$13.16	\$364.22	\$418.85
6 Cubic Yard												
1 X Week	\$126.63	\$110.11	\$3.98	\$106.13	\$0.83	-\$0.45	\$0.43	\$0.81	\$106.94	\$4.01	\$110.95	\$127.59
2 X Week	\$224.37	\$195.10	\$7.05	\$188.05	\$1.47	-\$0.80	\$0.76	\$1.43	\$189.48	\$7.11	\$196.59	\$226.08
3 X Week	\$311.55	\$270.91	\$9.79	\$261.12	\$2.04	-\$1.11	\$1.05	\$1.98	\$263.10	\$9.87	\$272.97	\$313.92
4 X Week	\$411.91	\$358.18	\$12.95	\$345.23	\$2.69	-\$1.47	\$1.39	\$2.61	\$347.84	\$13.04	\$360.88	\$415.01
5 X Week	\$485.50	\$422.17	\$15.26	\$406.91	\$3.17	-\$1.74	\$1.64	\$3.07	\$409.98	\$15.37	\$425.35	\$489.15
6 X Week	\$526.60	\$457.91	\$16.55	\$441.36	\$3.44	-\$1.88	\$1.77	\$3.33	\$444.69	\$16.68	\$461.37	\$530.58
8 Cubic Yard												
1 X Week	\$160.71	\$139.75	\$5.05	\$134.70	\$1.05	-\$0.57	\$0.54	\$1.02	\$135.72	\$5.09	\$140.81	\$161.93
2 X Week	\$279.76	\$243.27	\$8.79	\$234.48	\$1.83	-\$1.00	\$0.94	\$1.77	\$236.25	\$8.86	\$245.11	\$281.88
3 X Week	\$413.23	\$359.33	\$12.99	\$346.34	\$2.70	-\$1.48	\$1.39	\$2.61	\$348.95	\$13.09	\$362.04	\$416.35
4 X Week	\$544.78	\$473.72	\$17.12	\$456.60	\$3.56	-\$1.95	\$1.84	\$3.45	\$460.05	\$17.25	\$477.30	\$548.90
5 X Week	\$641.80	\$558.09	\$20.17	\$537.92	\$4.20	-\$2.29	\$2.16	\$4.07	\$541.99	\$20.32	\$562.31	\$646.66
6 X Week	\$720.19	\$626.25	\$22.64	\$603.61	\$4.71	-\$2.57	\$2.43	\$4.57	\$608.18	\$22.81	\$630.99	\$725.64
6 Yard Front Load Compactors												
			Percent of Adjustment		35%	5%	60%					
6 Yard												
1 X Week	\$457.00	\$397.39	\$14.36	\$383.03	\$1.61	-\$1.63	\$3.08	\$3.06	\$386.09	\$14.48	\$400.57	\$460.66
2 X Week	\$841.34	\$731.60	\$26.44	\$705.16	\$2.96	-\$3.01	\$5.67	\$5.62	\$710.78	\$26.65	\$737.43	\$848.04
3 X Week	\$1,408.92	\$1,225.15	\$44.28	\$1,180.87	\$4.96	-\$5.04	\$9.49	\$9.41	\$1,190.28	\$44.64	\$1,234.92	\$1,420.16
4 X Week	\$1,759.53	\$1,530.03	\$55.30	\$1,474.73	\$6.19	-\$6.29	\$11.86	\$11.76	\$1,486.49	\$55.74	\$1,542.23	\$1,773.56

Town of Little Elm - Schedule "A"

Effective 02.01.2021

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Commercial Special Services											
			Percent of Adjustment	100%	0%	0%					
Casters (per pick-up)	\$10.44	\$9.08	\$0.33	\$8.75	\$0.11	\$0.00	\$0.00	\$0.11	\$8.86	\$0.33	\$9.19
Gates (per pick-up)	\$8.34	\$7.25	\$0.26	\$6.99	\$0.08	\$0.00	\$0.00	\$0.08	\$7.07	\$0.27	\$7.34
Locks (per pick-up)	\$8.34	\$7.25	\$0.26	\$6.99	\$0.08	\$0.00	\$0.00	\$0.08	\$7.07	\$0.27	\$7.34
Front Load Cardboard Container (OCC)											
			Percent of Adjustment	83%	5%	12%					
8 Cubic Yard											
1 X Week	\$69.61	\$60.53	\$2.19	\$58.34	\$0.58	-\$0.25	\$0.09	\$0.42	\$58.76	\$2.20	\$60.96
2 X Week	\$139.21	\$121.05	\$4.38	\$116.67	\$1.16	-\$0.50	\$0.19	\$0.85	\$117.52	\$4.41	\$121.93
3 X Week	\$208.76	\$181.53	\$6.56	\$174.97	\$1.74	-\$0.75	\$0.28	\$1.27	\$176.24	\$6.61	\$182.85
6 Yard Recycle Containers											
			Percent of Adjustment	83%	5%	12%					
Weekday Transport	\$89.44	\$77.77	\$2.81	\$74.96	\$0.75	-\$0.32	\$0.12	\$0.55	\$75.51	\$2.83	\$78.34
			Percent of Adjustment	100%	0%	0%					
Rental	\$17.31	\$15.05	\$0.54	\$14.51	\$0.17	\$0.00	\$0.00	\$0.17	\$14.68	\$0.55	\$15.23
Commercial Trash Cart Service											
			Percent of Adjustment	69%	4%	27%					
First Trash Poly-Cart	\$19.00	\$16.52	\$0.60	\$15.92	\$0.13	-\$0.05	\$0.06	\$0.14	\$16.06	\$0.60	\$16.66
Each Additional Cart	\$14.80	\$12.87	\$0.47	\$12.40	\$0.10	-\$0.04	\$0.04	\$0.10	\$12.50	\$0.47	\$12.97
Commercial Recycle Cart Service											
			Percent of Adjustment	83%	5%	12%					
First Recycle Poly-Cart	\$12.77	\$11.10	\$0.40	\$10.70	\$0.11	-\$0.05	\$0.02	\$0.08	\$10.78	\$0.40	\$11.18
Each Additional Cart	\$9.55	\$8.30	\$0.30	\$8.00	\$0.08	-\$0.03	\$0.01	\$0.06	\$8.06	\$0.30	\$8.36
Roll Off Compactors											
			Percent of Adjustment	95%	5%	0%					
35 SC Weekday Haul * #	\$319.75	\$278.04	\$10.05	\$267.99	\$3.06	-\$1.14	\$0.00	\$1.92	\$269.91	\$10.12	\$280.03
35 SC Weekend Haul * #	\$346.99	\$301.73	\$10.91	\$290.82	\$3.32	-\$1.24	\$0.00	\$2.08	\$292.90	\$10.98	\$303.88
40 RC Weekday Haul * #	\$333.36	\$289.88	\$10.48	\$279.40	\$3.19	-\$1.19	\$0.00	\$2.00	\$281.40	\$10.55	\$291.95
40 RC Weekend Haul * #	\$360.57	\$313.54	\$11.33	\$302.21	\$3.45	-\$1.29	\$0.00	\$2.16	\$304.37	\$11.41	\$315.78
			Percent of Adjustment	0%	0%	100%					
* Disposal for weight up to 27 tons GVW	\$47.28	\$41.11	\$1.49	\$39.62	\$0.00	\$0.00	\$0.53	\$0.53	\$40.15	\$1.51	\$41.66
# Excess Payload for trucks over 27 tons GVW	\$119.86	\$104.23	\$3.77	\$100.46	\$0.00	\$0.00	\$1.35	\$1.35	\$101.81	\$3.82	\$105.63
			Percent of Adjustment	95%	5%	0%					
Trip Charge (Dry Run) - weekday	\$162.08	\$140.94	\$5.09	\$135.85	\$1.55	-\$0.58	\$0.00	\$0.97	\$136.82	\$5.13	\$141.95
30 Yard Open Top Roll Off Containers											
			Percent of Adjustment	95%	5%	0%					
Delivery	N/A	N/A	\$0.00	\$135.85	\$1.55	-\$0.58	\$0.00	\$0.97	\$136.82	\$5.13	\$141.95
Trip Charge (Dry Run) - weekday	N/A	N/A	\$0.00	\$135.85	\$1.55	-\$0.58	\$0.00	\$0.97	\$136.82	\$5.13	\$141.95
			Percent of Adjustment	100%	0%	0%					
Weekly Rental	N/A	N/A	\$0.00	\$50.53	\$0.61	\$0.00	\$0.00	\$0.61	\$51.14	\$1.92	\$53.06
			Percent of Adjustment	95%	5%	0%					
Haul Weekday (plus disposal) * #	N/A	N/A	\$0.00	\$350.00	\$3.99	-\$1.49	\$0.00	\$2.50	\$352.50	\$13.22	\$365.72
Haul Weekend (plus disposal) * #	N/A	N/A	\$0.00	\$375.00	\$4.28	-\$1.60	\$0.00	\$2.68	\$377.68	\$14.16	\$391.84
			Percent of Adjustment	0%	0%	100%					
* Disposal for weight up to 27 tons GVW	N/A	N/A	\$0.00	\$45.07	\$0.00	\$0.00	\$0.60	\$0.60	\$45.67	\$1.71	\$47.38
# Excess Payload for trucks over 27 tons GVW	N/A	N/A	\$0.00	\$113.73	\$0.00	\$0.00	\$1.52	\$1.52	\$115.25	\$4.32	\$119.57

2021 LITTLE ELM ADJUSTMENT WORKSHEET

CPI-U LESS ENERGY (NOV)

1.20%

Fuel worksheet

Henry Hub Natural Gas Spot Price
(Dollars per Million BTU)
(Sept, Oct, and Nov)

	2019	2020
Week 1	2.46	2.16
Week 2	2.64	2.16
Week 3	2.63	1.93
Week 4	2.52	1.68
Week 5	2.33	1.65
Week 6	2.26	1.91
Week 7	2.25	2.17
Week 8	2.25	2.74
Week 9	2.62	3.09
Week 10	2.82	2.78
Week 11	2.73	2.75
Week 12	2.58	2.39
Week 13	2.49	2.39
Average	2.51	2.29
Dollar Change		(0.21)
Percent of Change		-8.53%

LANDFILL ADJUSTMENT

1.34%

INDEX CHANGE

CPI%	1.20%
Fuel %	-8.53%
Disposal %	1.34%

	F/L	R/O	R/O Excessive Weight	Resi Trash	Resi Rcy
CPI	65%	55%	0%	69%	83%
Fuel	5%	5%	0%	4%	5%
Disposal	30%	40%	100%	27%	12%
	100%	100%	100%	100%	100%

	F/L	R/O	R/O Excessive Weight	Resi Trash	Resi Rcy
CPI	0.78%	0.66%	0.00%	0.83%	1.00%
Fuel	-0.43%	-0.43%	0.00%	-0.34%	-0.43%
Disposal	0.40%	0.54%	1.34%	0.36%	0.16%
Total	0.76%	0.77%	1.34%	0.85%	0.73%

Databases, Tables & Calculators by Subject

Change Output Options:

From: 2010 ▼

To: 2020 ▼



☐ include graphs ☐ include annual averages

[More Formatting Options](#) ➔

Data extracted on: December 10, 2020 (8:51:19 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS37ASA0LE, CUUSS37ASA0LE

Not Seasonally Adjusted

Series Title: All items less energy in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted

Area: Dallas-Fort Worth-Arlington, TX

Item: All items less energy

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010	203.673		203.572		202.918		201.472		203.649		202.999		203.065	203.204	202.926
2011	204.112		206.036		206.064		206.418		207.691		209.171		206.797	205.596	207.998
2012	209.278		210.745		211.017		211.076		212.619		213.603		211.587	210.496	212.679
2013	214.034		215.132		214.590		215.479		216.630		216.241		215.472	214.706	216.239
2014	216.948		218.185		218.293		218.085		218.872		219.281		218.398	217.903	218.893
2015	219.851		221.760		221.630		221.408		222.473		223.021		221.817	221.209	222.425
2016	224.102		225.823		226.910		227.315		227.995		228.292		226.940	225.868	228.013
2017	228.486		229.667		230.934		231.424		233.624		234.845		231.645	229.824	233.467
2018	234.774		235.907		237.847		237.289		238.686		240.358		237.587	236.353	238.822
2019	241.185		242.060		241.921		243.642		245.477		244.604		243.399	242.075	244.724
2020	244.920		246.282		245.301		247.299		248.120		247.458			245.580	

12-Month Percent Change

Series Id: CUURS37ASA0LE, CUUSS37ASA0LE


Not Seasonally Adjusted

Series Title: All items less energy in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted

Area: Dallas-Fort Worth-Arlington, TX

Item: All items less energy

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010	0.7		-0.1		0.4		-0.4		-0.1		-0.3		0.0	0.2	-0.2
2011	0.2		1.2		1.6		2.5		2.0		3.0		1.8	1.2	2.5
2012	2.5		2.3		2.4		2.3		2.4		2.1		2.3	2.4	2.3
2013	2.3		2.1		1.7		2.1		1.9		1.2		1.8	2.0	1.7
2014	1.4		1.4		1.7		1.2		1.0		1.4		1.4	1.5	1.2
2015	1.3		1.6		1.5		1.5		1.6		1.7		1.6	1.5	1.6
2016	1.9		1.8		2.4		2.7		2.5		2.4		2.3	2.1	2.5
2017	2.0		1.7		1.8		1.8		2.5		2.9		2.1	1.8	2.4
2018	2.8		2.7		3.0		2.5		2.2		2.3		2.6	2.8	2.3
2019	2.7		2.6		1.7		2.7		2.8		1.8		2.4	2.4	2.5
2020	1.5		1.7		1.4		1.5		1.1		1.2			1.4	

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-5200 Federal Relay Service: 1-800-877-8339 www.bls.gov [Contact Us](#)

2013-Nov	11/01	3.55	11/08	3.47	11/15	3.62	11/22	3.68	11/29	3.87
2013-Dec	12/06	3.94	12/13	4.31	12/20	4.25	12/27	4.45		
2014-Jan	01/03	4.36	01/10	4.31	01/17	4.39	01/24	5.08	01/31	5.29
2014-Feb	02/07	6.35	02/14	6.55	02/21	6.00	02/28	5.10		
2014-Mar	03/07	6.24	03/14	4.58	03/21	4.43	03/28	4.46	05/30	4.52
2014-Apr	04/04	4.45	04/11	4.63	04/18	4.65	04/25	4.80		
2014-May	05/02	4.76	05/09	4.74	05/16	4.46	05/23	4.52	08/29	4.01
2014-Jun	06/06	4.61	06/13	4.61	06/20	4.66	06/27	4.52		
2014-Jul	07/04	4.41	07/11	4.19	07/18	4.11	07/25	3.84	10/31	3.65
2014-Aug	08/01	3.79	08/08	3.92	08/15	3.90	08/22	3.85		
2014-Sep	09/05	3.93	09/12	3.91	09/19	3.95	09/26	3.88	11/29	2.91
2014-Oct	10/03	4.02	10/10	3.87	10/17	3.82	10/24	3.63		
2014-Nov	11/07	3.83	11/14	4.16	11/21	4.34	11/28	4.16	01/30	2.91
2014-Dec	12/05	3.75	12/12	3.66	12/19	3.69	12/26	2.94		
2015-Jan	01/02	3.09	01/09	3.03	01/16	3.08	01/23	2.95	05/29	2.80
2015-Feb	02/06	2.72	02/13	2.75	02/20	2.90	02/27	3.13		
2015-Mar	03/06	3.04	03/13	2.76	03/20	2.80	03/27	2.79	07/31	2.87
2015-Apr	04/03	2.64	04/10	2.67	04/17	2.61	04/24	2.60		
2015-May	05/01	2.57	05/08	2.75	05/15	2.88	05/22	2.99	10/30	2.12
2015-Jun	06/05	2.65	06/12	2.78	06/19	2.90	06/26	2.80		
2015-Jul	07/03	2.79	07/10	2.75	07/17	2.89	07/24	2.88	11/29	2.22
2015-Aug	08/07	2.80	08/14	2.88	08/21	2.75	08/28	2.69		
2015-Sep	09/04	2.69	09/11	2.70	09/18	2.70	09/25	2.61	04/29	1.92
2015-Oct	10/02	2.49	10/09	2.38	10/16	2.48	10/23	2.38		
2015-Nov	11/06	2.02	11/13	2.11	11/20	2.09	11/27	2.15	07/29	2.85
2015-Dec	12/04	2.13	12/11	1.96	12/18	1.72	12/25	1.68		
2016-Jan	01/01	2.27	01/08	2.38	01/15	2.32	01/22	2.20	09/30	3.01
2016-Feb	02/05	2.11	02/12	2.16	02/19	1.94	02/26	1.82		
2016-Mar	03/04	1.57	03/11	1.64	03/18	1.79	03/25	1.79	12/30	3.69
2016-Apr	04/01	1.86	04/08	1.96	04/15	1.90	04/22	1.91		
2016-May	05/06	1.96	05/13	2.00	05/20	1.89	05/27	1.84	01/27	3.27
2016-Jun	06/03	2.15	06/10	2.36	06/17	2.59	06/24	2.75		
2016-Jul	07/01	2.89	07/08	2.82	07/15	2.81	07/22	2.79	02/24	2.62
2016-Aug	08/05	2.88	08/12	2.77	08/19	2.73	08/26	2.82		
2016-Sep	09/02	2.94	09/09	2.87	09/16	3.02	09/23	3.11	03/31	3.03
2016-Oct	10/07	2.91	10/14	3.17	10/21	3.14	10/28	2.72		
2016-Nov	11/04	2.50	11/11	2.22	11/18	2.44	11/25	2.76	06/30	3.01
2016-Dec	12/02	3.21	12/09	3.69	12/16	3.57	12/23	3.51		
2017-Jan	01/06	3.47	01/13	3.27	01/20	3.29	01/27	3.27	09/29	2.96
2017-Feb	02/03	3.12	02/10	3.04	02/17	2.87	02/24	2.62		
2017-Mar	03/03	2.52	03/10	2.75	03/17	2.96	03/24	2.99	12/29	3.03
2017-Apr	04/07	3.18	04/14	3.05	04/21	3.10	04/28	3.09		
2017-May	05/05	3.14	05/12	3.12	05/19	3.21	05/26	3.18	01/26	3.43
2017-Jun	06/02	3.03	06/09	2.98	06/16	3.03	06/23	2.89		
2017-Jul	07/07	2.95	07/14	2.96	07/21	3.09	07/28	2.96	02/23	2.62
2017-Aug	08/04	2.80	08/11	2.85	08/18	2.95	08/25	2.97		
2017-Sep	09/01	2.93	09/08	2.91	09/15	2.96	09/22	3.09	03/23	2.66
2017-Oct	10/06	2.84	10/13	2.92	10/20	2.84	10/27	2.91		
2017-Nov	11/03	2.78	11/10	3.12	11/17	3.10	11/24	3.05	04/27	2.80
2017-Dec	12/01	2.94	12/08	2.84	12/15	2.77	12/22	2.69		
2018-Jan	01/05	5.71	01/12	3.24	01/19	4.12	01/26	3.43	05/25	2.83
2018-Feb	02/02	3.30	02/09	2.75	02/16	2.54	02/23	2.62		
2018-Mar	03/02	2.64	03/09	2.74	03/16	2.71	03/23	2.66	06/22	2.99
2018-Apr	04/06	2.79	04/13	2.78	04/20	2.83	04/27	2.80		
2018-May	05/04	2.75	05/11	2.76	05/18	2.80	05/25	2.83	07/27	2.79
2018-Jun	06/01	2.88	06/08	2.92	06/15	2.99	06/22	2.99		
2018-Jul	07/06	2.91	07/13	2.89	07/20	2.78	07/27	2.79	08/31	2.97
2018-Aug	08/03	2.80	08/10	2.96	08/17	3.00	08/24	3.01		
2018-Sep	09/07	2.94	09/14	2.93	09/21	3.03	09/28	3.06	11/30	4.43
2018-Oct	10/05	3.23	10/12	3.30	10/19	3.26	10/26	3.32		
2018-Nov	11/02	3.28	11/09	3.58	11/16	4.23	11/23	4.67	12/28	3.26
2018-Dec	12/07	4.49	12/14	4.38	12/21	3.73	12/28	3.26		
2019-Jan	01/04	2.92	01/11	2.89	01/18	3.50	01/25	3.19	03/22	2.86
2019-Feb	02/01	2.90	02/08	2.59	02/15	2.65	02/22	2.71		
2019-Mar	03/01	2.91	03/08	3.28	03/15	2.89	03/22	2.86	05/24	2.66
2019-Apr	04/05	2.70	04/12	2.72	04/19	2.62	04/26	2.56		
2019-May	05/03	2.59	05/10	2.60	05/17	2.67	05/24	2.66	06/28	2.34
2019-Jun	06/07	2.45	06/14	2.41	06/21	2.40	06/28	2.34		
2019-Jul	07/05	2.31	07/12	2.47	07/19	2.44	07/26	2.30	08/23	2.27
2019-Aug	08/02	2.24	08/09	2.11	08/16	2.21	08/23	2.27		
2019-Sep	09/06	2.46	09/13	2.64	09/20	2.63	09/27	2.52	11/29	2.49
2019-Oct	10/04	2.33	10/11	2.26	10/18	2.25	10/25	2.25		
2019-Nov	11/01	2.62	11/08	2.82	11/15	2.73	11/22	2.58	01/31	1.95
2019-Dec	12/06	2.38	12/13	2.24	12/20	2.28	12/27	2.03		
2020-Jan	01/03	2.05	01/10	2.09	01/17	2.06	01/24	1.93	05/29	1.76
2020-Feb	02/07	1.89	02/14	1.90	02/21	2.00	02/28	1.88		
2020-Mar	03/06	1.80	03/13	1.86	03/20	1.82	03/27	1.74	07/31	1.82
2020-Apr	04/03	1.63	04/10	1.77	04/17	1.72	04/24	1.85		
2020-May	05/01	1.71	05/08	1.84	05/15	1.63	05/22	1.78	10/30	3.09
2020-Jun	06/05	1.70	06/12	1.70	06/19	1.52	06/26	1.57		
2020-Jul	07/03	1.71	07/10	1.78	07/17	1.77	07/24	1.72	11/27	2.39
2020-Aug	08/07	2.13	08/14	2.17	08/21	2.39	08/28	2.52		
2020-Sep	09/04	2.16	09/11	2.16	09/18	1.93	09/25	1.68	12/04	2.69
2020-Oct	10/02	1.65	10/09	1.91	10/16	2.17	10/23	2.74		
2020-Nov	11/06	2.78	11/13	2.75	11/20	2.39	11/27	2.39		
2020-Dec	12/04	2.69								



Solid Waste and Recycling Department

1527 S. Mayhill Rd., Denton, TX 76208 • (940) 349-8080

October 16, 2020

Greg Roemer
Community Waste Disposal, Inc.
2010 California Crossing
Dallas, Texas 75220-2310

The purpose of this memo is to provide notification of an upcoming increase in your disposal fee with the City of Denton Solid Waste & Recycling Department.

Pursuant to our Disposal Contract section 8a, the rate may be increased October 1 of each calendar year. The increase is determined using the Consumer Price Index for All Urban Customers (CPI-U) for the South Region for All Items and is not to exceed 5% in any single calendar year. The annual CPI adjustment for the past year has been calculated to be 1.34%, which will be applied to all transactions in this contract year retroactively beginning October 1, 2020.



Should you have any questions please contact me through the contact information provided below.

Sincerely,

Brian Boerner
Director of Solid Waste & Recycling
brian.boerner@cityofdenton.com
(940) 349-8001

CC:

Crissey Ogden, Finance Director
Antonio Puente Jr, Executive Manager of Utilities
Nick Vincent, Assistant Finance Director
Tina Elk, Senior Business Analyst

OUR CORE VALUES

Integrity • Fiscal Responsibility • Transparency • Outstanding Customer Service



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 6. E.
Department: Police
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Approve **Resolution 0105202101 for the Submission of a Grant Application to the Office of the Governor, Criminal Justice Division for the Town of Little Elm Police Department to Receive Grant Funding for Night Vision Devices for the Little Elm Police Department SWAT Team.**

DESCRIPTION:

In an effort to aid the Little Elm Police Department in its endeavor to further protect Little Elm residents and prevent crime, grant funding is being sought from the State Homeland Security Program (SHSP) in the amount of \$42,000.00. The goal of this program is to aid the Little Elm SWAT team with crisis response activities, criminal interdiction, and search and rescue efforts through the purchase of fourteen Night Vision Devices. This grant has no matching funds requirement.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution 0105202101 - SWAT Night Vision Devices Grant

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0105202101

A RESOLUTION BY THE TOWN OF LITTLE ELM APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, FOR THE 2020 SHSP – LITTLE ELM – SWAT EQUIPMENT ENHANCEMENT PROJECT AND ACCEPTANCE OF FY2020 SHSP REALLOCATION FUNDS.

WHEREAS, The Town Council of the Town of Little Elm finds it is in the best interest of the citizens of the Town of Little Elm, that the Little Elm Police Department SWAT Equipment Enhancement Project be operated for the 2020-2021 FY; and

WHEREAS, The Town Council of the Town of Little Elm agrees that in the event of loss or misuse of the Office of the Governor funds, the Town Council of the Town of Little Elm assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Town Council of the Town of Little Elm designates the Town Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Town Council of the Town of Little Elm, Texas approves submission of the grant application for the Little Elm Police Department SWAT Equipment Enhancement Project to the Office of the Governor.

PASSED AND APPROVED this 5th day of January, 2021

David Hillock, Mayor

ATTEST:

Caitlan Biggs, Interim Town Secretary

Grant Number: 3976301



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 6. F.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve the **Final Acceptance of the French Settlement Road Construction Project (Contract #2019-163).**

DESCRIPTION:

In December 2019, Town Council awarded the construction contract for the expansion of French Settlement Road to GRod Construction. The project included the installation of approximately 10,100 square yards of concrete pavement; 900 feet of storm drains; 2,615 feet of 12" water mains; and eighty (80) feet of 8" sanitary sewer lines. The project was completed and placed into service in conjunction with the opening of Walker Middle School in August 2020.

In March 2020, Town Council approved a contract change order to expand the Town Hall parking lot to include thirty (30) additional parking spaces. This work has also been completed and placed into service.

BUDGET IMPACT:

Funding for the project was allocated within the capital improvement program budget, with additional funding provided via agreements between the Town, Little Elm Independent School District (LEISD), and Denton County.

\$ 1,643,960.75	Original Contract Amount
\$ 186,156.94	Approved Change Orders
<u>\$ (7,735.00)</u>	<u>Pay Item Under runs</u>
\$ 1,822,382.69	Final Contract Amount
\$ 91,119.13	Retainage Due (5%)

RECOMMENDED ACTION:

Staff recommends approval of the final acceptance of the French Settlement Road Construction Project (Contract #2019-163) and authorizing the release of \$91,119.13 in retainage funds when all final closeout documents are received.

Attachments

Retainage Pay Application - French Settlement

Listing of Pay Item Overruns/Underruns - French Settlement



TOWN OF LITTLE ELM PAYMENT APPLICATION

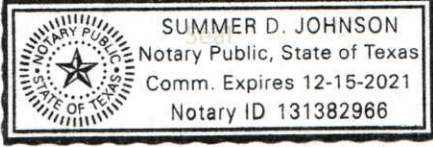
PROJECT:	French Settlement Reconstruction		Pay App #	12
CONTRACTOR:	Grodt Construction, LLC			
ENGINEER:	Pacheco Koch			
PAYMENT PERIOD:	From <u>November 1, 2020</u>	to <u>November 30, 2020</u>	PO	200210
Original Contract Amount			\$	1,643,960.75
Approved Change Orders			\$	186,156.94
Current Contract Amount with Change Orders			\$	1,830,117.69
A. Total Value of Work this Estimate - Exhibit A: Column H	\$			0.00
B. Total Materials on Hand this Estimate - Exhibit A: Column I				0.00
C. Total A + B (Retainage Calculated)				0.00
D. Amount Retained this Period (C x 5%)	\$			0.00
F. BALANCE DUE THIS STATEMENT (C - D)	\$			91,119.13
G. PREVIOUS PAYMENTS	\$			1,731,273.06
H. PERCENTAGE OF CONTRACT PAID TO DATE				94.60%

The undersigned Owners Representative for the Contractor listed above certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.

Carlos Rangel _____ Carlos Rangel 12/4/2020
 Signature Printed Name & Title Date

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public: Summer Johnson
 Commission Expires 12-21-2021



Recommended for Payment by:	Engineer of Record _____	Date _____
Approved for Payment by:	Inspector _____	Date _____
	Department Representative _____	Date _____
	Wesley Brandon, P.E., Town Engineer _____	Date _____
	Fred Gibbs, Director of Development Services _____	Date _____

SUBMIT BY THE 10TH OF EACH MONTH WITH EXHIBITS

PAYMENT REQUEST - EXHIBIT A: PAYMENT DETAILS

2019-163 French Settlement Reconstruction

Grod Construction, LLC

Pay App #: 11

Bid #/Project Name					CONTRACTOR					Pay App #:	
BASE BID											
A	B	C	D	E	F	G	H	I	J	K	L
ITEM	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	CONTRACT AMOUNT	Quantity This Estimate	Total Value of Work Completed this Period	Materials on Hand	Total Value of Work from Previous Applications	Work Completed & Stored to Date	% of Work Completed
BASE BID											
1.1	Barricades, Signs Traffic Handling	1	LS	\$13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	13000.00	100.00%
1.2	Prepare Right of Way	25	STA	\$3,100.00	77,500.00	0.00	0.00	0.00	77,500.00	77500.00	100.00%
1.3	Remove Culvert (12in.-36in.)	565	LF	\$12.00	6,780.00	0.00	0.00	0.00	6,780.00	6780.00	100.00%
1.4	Stormwater Pollution Prevention Plan	1	LS	\$8,700.00	8,700.00	0.00	0.00	0.00	8,700.00	8700.00	100.00%
1.5	Project Sign	2	EA	\$650.00	1,300.00	0.00	0.00	0.00	1,300.00	1300.00	100.00%
1.6	Roadway Excavation	4050	CY	\$22.00	89,100.00	0.00	0.00	0.00	89,100.00	89100.00	100.00%
1.7	8in. Portland Cement Concrete Pavement	9470	SY	\$55.00	520,850.00	0.00	0.00	0.00	520,850.00	520850.00	100.00%
1.8	8in. Flexible Base (Crushed Stone)	9605	SY	\$14.50	139,272.50	0.00	0.00	0.00	139,272.50	139272.50	100.00%
1.9	10in. Portland Cement Concrete Pavement	775	SY	\$103.00	79,825.00	0.00	0.00	0.00	79,825.00	79825.00	100.00%
1.10	12in. Flexible Base (Crushed Stone)	825	SY	\$22.75	18,768.75	0.00	0.00	0.00	18,768.75	18768.75	100.00%
1.11	5in. Concrete Sidewalk	1370	SY	\$52.00	71,240.00	0.00	0.00	0.00	71,240.00	71240.00	100.00%
1.12	Concrete Median	92	SY	\$250.00	23,000.00	0.00	0.00	0.00	23,000.00	23000.00	100.00%
1.13	2in. Type D Asphalt Pavement	1360	SY	\$19.00	25,840.00	0.00	0.00	0.00	25,840.00	25840.00	100.00%
1.14	4in. Type B Asphalt Pavement	1360	SY	\$23.00	31,280.00	0.00	0.00	0.00	31,280.00	31280.00	100.00%
1.15	6in. Concrete Driveway Approaches	615	SY	\$76.00	46,740.00	0.00	0.00	0.00	55,100.00	55100.00	117.89%
1.16	8in. Concrete Driveway Approaches	220	SY	\$85.00	18,700.00	0.00	0.00	0.00	18,700.00	18700.00	100.00%
1.17	Curb Ramps	4	EA	\$1,000.00	4,000.00	0.00	0.00	0.00	4,000.00	4000.00	100.00%
1.18	4in. Thick Topsoil and Sod	3450	SY	\$12.50	43,125.00	0.00	0.00	0.00	42,875.00	42875.00	99.42%
1.19	Remove and Replace Mailbox	18	EA	\$250.00	4,500.00	0.00	0.00	0.00	5,000.00	5000.00	111.11%
1.20	Remove Sign	6	EA	\$75.00	450.00	0.00	0.00	0.00	450.00	450.00	100.00%
1.21	Small Roadside Sign and Assemblies	20	EA	\$575.00	11,500.00	0.00	0.00	0.00	11,500.00	11500.00	100.00%
1.22	4in. Raised Pavement Marking (Type II-A-A)	92	EA	\$5.00	460.00	0.00	0.00	0.00	460.00	460.00	100.00%
1.23	24in. Solid White Type II ReflectORIZED (120-Mil) Pavement Marking - Stop Bar	184	LF	\$9.00	1,656.00	0.00	0.00	0.00	1,656.00	1656.00	100.00%
1.24	4in. Solid Yellow Type II ReflectORIZED (120-Mil) Pavement Marking	3900	LF	\$1.50	5,850.00	0.00	0.00	0.00	5,850.00	5850.00	100.00%
1.25	4in. Solid White Type II ReflectORIZED (120-Mil) Pavement Marking	710	LF	\$1.50	1,065.00	0.00	0.00	0.00	1,065.00	1065.00	100.00%
1.26	4in. Broken Yellow Type II ReflectORIZED (120-Mil) Pavement Marking	770	LF	\$1.50	1,155.00	0.00	0.00	0.00	1,155.00	1155.00	100.00%
1.27	8in. Solid Yellow Type II ReflectORIZED (120-Mil) Pavement Marking	40	LF	\$2.50	100.00	0.00	0.00	0.00	100.00	100.00	100.00%
1.28	8in. Solid White Type II ReflectORIZED (120-Mil) Pavement Marking	45	LF	\$2.50	112.50	0.00	0.00	0.00	112.50	112.50	100.00%
1.29	Pavement Header at Existing Pavement (includes sawcut)	780	LF	\$13.00	10,140.00	0.00	0.00	0.00	10,140.00	10140.00	100.00%
1.30	Adjust Manhole Lid to Grade	4	EA	\$1,200.00	4,800.00	0.00	0.00	0.00	4,800.00	4800.00	100.00%
1.31	Metal Beam Guard Fence	138	LF	\$37.00	5,106.00	0.00	0.00	0.00	5,106.00	5106.00	100.00%
1.32	School Signals with Flasher	2	EA	\$4,500.00	9,000.00	0.00	0.00	0.00	9,000.00	9000.00	100.00%
1.33	18in. Reinforced Concrete Pipe Installation	225	LF	\$112.00	25,200.00	0.00	0.00	0.00	25,200.00	25200.00	100.00%
1.34	24in. Reinforced Concrete Pipe Installation	576	LF	\$107.00	61,632.00	0.00	0.00	0.00	61,632.00	61632.00	100.00%
1.35	2ft.X2ft. Reinforced Concrete Box Installation	99	LF	\$260.00	25,740.00	0.00	0.00	0.00	25,740.00	25740.00	100.00%
1.36	12ft. Curb Inlet	5	EA	\$3,900.00	19,500.00	0.00	0.00	0.00	19,500.00	19500.00	100.00%
1.37	2ft.X2ft. Safety End Treatment (B-PD) (6:1)	1	EA	\$2,250.00	2,250.00	0.00	0.00	0.00	2,250.00	2250.00	100.00%
1.38	4ft.X4ft. Junction Box	1	EA	\$3,950.00	3,950.00	0.00	0.00	0.00	3,950.00	3950.00	100.00%
1.39	Trench Safety for Drainage	900	LF	\$2.00	1,800.00	0.00	0.00	0.00	1,800.00	1800.00	100.00%
1.40	12in. Water Pipe Installation	2615	LF	\$43.25	113,987.50	0.00	0.00	0.00	114,828.75	114828.75	101.53%
1.41	Water Fittings	3	TON	\$4,150.00	12,450.00	0.00	0.00	0.00	12,450.00	12450.00	100.00%
1.42	6in. Gate Valve & Box	2	EA	\$1,210.00	2,420.00	0.00	0.00	0.00	2,420.00	2420.00	100.00%
1.43	8in. Gate Valve & Box	1	EA	\$1,627.00	1,627.00	0.00	0.00	0.00	1,627.00	1627.00	100.00%
1.44	12in. Gate Valve & Box	8	EA	\$2,638.00	21,104.00	0.00	0.00	0.00	21,104.00	21104.00	100.00%
1.45	Fire Hydrants	2	EA	\$3,150.00	6,300.00	0.00	0.00	0.00	6,300.00	6300.00	100.00%
1.46	6in. Water Pipe Installation	30	LF	\$45.00	1,350.00	0.00	0.00	0.00	1,350.00	1350.00	100.00%
1.47	8in. Water Pipe Installation	20	LF	\$100.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00%
1.48	1in. Water Service Connections (Short)	18	EA	\$1,130.00	20,340.00	0.00	0.00	0.00	24,860.00	24860.00	122.22%
1.49	2in. Combination Air and Vacuum Valve	1	EA	\$3,950.00	3,950.00	0.00	0.00	0.00	3,950.00	3950.00	100.00%
1.50	Water Service Meter Box	18	EA	\$250.00	4,500.00	0.00	0.00	0.00	5,500.00	5500.00	122.22%
1.51	Trench Safety for Water	2665	LF	\$2.00	5,330.00	0.00	0.00	0.00	5,410.00	5410.00	101.50%
1.52	Connect to Existing Water Main	3	EA	\$3,600.00	10,800.00	0.00	0.00	0.00	14,400.00	14400.00	133.33%
1.53	Abandon Existing Water Main	2615	LF	\$0.55	1,438.25	0.00	0.00	0.00	1,438.25	1438.25	100.00%
1.54	Remove and Salvage Existing Fire Hydrant	3	LF	\$900.00	2,700.00	0.00	0.00	0.00	2,700.00	2700.00	100.00%
1.55	8in. Wastewater Pipe Installation	81	LF	\$15.00	1,215.00	0.00	0.00	0.00	12,150.00	12150.00	100.00%
1.56	5ft. Manhole (All Depths)	1	EA	\$6,200.00	6,200.00	0.00	0.00	0.00	6,200.00	6200.00	100.00%
1.57	Trench Safety for Wastewater	81	LF	\$15.00	1,215.00	0.00	0.00	0.00	1,215.00	1215.00	100.00%
Total Base Bid					\$1,643,960.75		\$0.00	\$0.00	\$1,661,500.75	\$1,661,500.75	101.07%
Alternates											
2.1			LS			0.00	1.00	0.00	0.00	0.00	#DIV/0!
2.1			LS			0.00	1.00	0.00	0.00	0.00	#DIV/0!
2.1			EA			0.00	1.00	0.00	0.00	0.00	#DIV/0!
2.2			LS			0.00	1.00	0.00	0.00	0.00	#DIV/0!
Total Base Bid					\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Change Orders											
2.1	2x2 Grate Inlet	1	LS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	2000.00	100.00%
2.2	12" RCP Class 3	1	LS	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	4500.00	100.00%
2.3	Adjust 5' Sanitary Sewer Manhole	1	EA	3,850.00	3,850.00	0.00	0.00	0.00	3,850.00	3850.00	100.00%
2.4	Tree Removal (3 Large trees not in plans)	1	LS	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	1800.00	100.00%
2.4	locate and close additional water services	1	LS	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	3500.00	100.00%
Total Change Orders					\$15,650.00		\$0.00	\$0.00	\$12,150.00	\$15,650.00	\$4.00
Change Orders City Hall Parkinglot											
1	Mobilization	1	LS	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	6500.00	100.00%
2	Strip Top Soil	1400	SY	1.00	1,400.00	0.00	0.00	0.00	1,400.00	1400.00	100.00%
3	Unclassified Excavation	1350	SY	9.00	12,150.00	0.00	0.00	0.00	12,150.00	12150.00	100.00%
4	6" Lime Stabilization	1350	SY	12.50	16,875.00	0.00	0.00	0.00	16,875.00	16875.00	100.00%
5	Lime Slurry @ 42 Lbs/SY	29	TON	200.00	5,800.00	0.00	0.00	0.00	5,800.00	5800.00	100.00%
6	5" Concrete Paving	642	SY	47.00	30,174.00	0.00	0.00	0.00	30,174.00	30174.00	100.00%
7	6" Concrete Paving	575	SY	52.00	29,900.00	0.00	0.00	0.00	29,900.00	29900.00	100.00%
8	Pavement Header	50	LF	15.00	750.00	0.00	0.00	0.00	750.00	750.00	100.00%
9	Pavement Striping	1	LS	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	3800.00	100.00%
10	Concrete Wheel Stops	10	EA	75.00	750.00	0.00	0.00	0.00	225.00	225.00	30.00%
11	Landscaping Allowance	1	LS	14,500.00	14,500.00	0.00	0.00	0.00	0.00	0.00	0.00%
12	Irrigation Allowance	1	LS	7,500.00	7,500.00	0.00	0.00	0.00	1,050.00	1050.00	14.00%
13	Lighting/Electrical Allowance	1	LS	20,000.00	20,000.00	0.00	0.00	0.00	15,000.00	15000.00	75.00%
2.4			LS			0.00	0.00	0.00	0.00	0.00	#DIV/0!
Total Change Orders					\$150,099.00		\$0.00	\$0.00	\$123,624.00	\$123,624.00	82.36%
CHANGE ORDER #3											
1	Sign Assemblies (labor only)	16	EA	300.00	4,800.00	0.00	0.00	0.00	6,000.00	6000.00	125.00%
2	Manhole Riser	1	LS	3,850.00	3,850.00	0.00	0.00	0.00	3,850.00	3850.00	100.00%
3	Additional Striping	1	LS	1,157.94	1,157.94						

ITEM NO.	DESCRIPTION	UNIT	OVER / UNDER (-) RUN QUANTITY	UNIT BID PRICE	OVER / UNDER (-) RUN COST
BASE BID					
1.1	Barricades, Signs Traffic Handling	LS	0	\$13,000.00	\$ -
1.2	Prepare Right of Way	STA	0	\$3,100.00	\$ -
1.3	Remove Culvert (12in.-36in.)	LF	0	\$12.00	\$ -
1.4	Stormwater Pollution Prevention Plan	LS	0	\$8,700.00	\$ -
1.5	Project Sign	EA	0	\$650.00	\$ -
1.6	Roadway Excavation	CY	0	\$22.00	\$ -
1.7	8in. Portland Cement Concrete Pavement	SY	0	\$55.00	\$ -
1.8	8in. Flexible Base (Crushed Stone)	SY	0	\$14.50	\$ -
1.9	10in. Portland Cement Concrete Pavement	SY	0	\$103.00	\$ -
1.10	12in. Flexible Base (Crushed Stone)	SY	0	\$22.75	\$ -
1.11	5in. Concrete Sidewalk	SY	0	\$52.00	\$ -
1.12	Concrete Median	SY	0	\$250.00	\$ -
1.13	2in. Type D Asphalt Pavement	SY	0	\$19.00	\$ -
1.14	4in. Type B Asphalt Pavement	SY	0	\$23.00	\$ -
1.15	6in. Concrete Driveway Approaches	SY	110	\$76.00	\$ 8,360.00
1.16	8in. Concrete Driveway Approaches	SY	0	\$85.00	\$ -
1.17	Curb Ramps	EA	0	\$1,000.00	\$ -
1.18	4in. Thick Topsoil and Sod	SY	-20	\$12.50	\$ (250.00)
1.19	Remove and Replace Mailbox	EA	2	\$250.00	\$ 500.00
1.20	Remove Sign	EA	0	\$75.00	\$ -
1.21	Small Roadside Sign and Assemblies	EA	0	\$575.00	\$ -
1.22	4in. Raised Pavement Marking (Type II-A-A)	EA	0	\$5.00	\$ -
1.23	24in. Solid White Type II Reflectorized (120-Mil) Pavement Marking	LF	0	\$9.00	\$ -
1.24	4in. Solid Yellow Type II Reflectorized (120-Mil) Pavement Marking	LF	0	\$1.50	\$ -
1.25	4in. Solid White Type II Reflectorized (120-Mil) Pavement Marking	LF	0	\$1.50	\$ -
1.26	4in. Broken Yellow Type II Reflectorized (120-Mil) Pavement Marking	LF	0	\$1.50	\$ -
1.27	8in. Solid Yellow Type II Reflectorized (120-Mil) Pavement Marking	LF	0	\$2.50	\$ -
1.28	8in. Solid White Type II Reflectorized (120-Mil) Pavement Marking	LF	0	\$2.50	\$ -
1.29	Pavement Header at Existing Pavement (includes sawcut)	LF	0	\$13.00	\$ -
1.30	Adjust Manhole Lid to Grade	EA	0	\$1,200.00	\$ -
1.31	Metal Beam Guard Fence	LF	0	\$37.00	\$ -
1.32	School Signals with Flasher	EA	0	\$4,500.00	\$ -
1.33	18in. Reinforced Concrete Pipe Installation	LF	0	\$112.00	\$ -
1.34	24in. Reinforced Concrete Pipe Installation	LF	0	\$107.00	\$ -
1.35	2ft.X2ft. Reinforced Concrete Box Installation	LF	0	\$260.00	\$ -
1.36	12ft. Curb Inlet	EA	0	\$3,900.00	\$ -
1.37	2ft.X2ft. Safety End Treatment (B-PD) (6:1)	EA	0	\$2,250.00	\$ -
1.38	4ft.X4ft. Junction Box	EA	0	\$3,950.00	\$ -
1.39	Trench Safety for Drainage	LF	0	\$2.00	\$ -
1.40	12in. Water Pipe Installation	LF	40	\$43.25	\$ 1,730.00
1.41	Water Fittings	TON	0	\$4,150.00	\$ -
1.42	6in. Gate Valve & Box	EA	0	\$1,210.00	\$ -
1.43	8in. Gate Valve & Box	EA	0	\$1,627.00	\$ -
1.44	12in. Gate Valve & Box	EA	0	\$2,638.00	\$ -
1.45	Fire Hydrants	EA	0	\$3,150.00	\$ -
1.46	6in. Water Pipe Installation	LF	0	\$45.00	\$ -
1.47	8in. Water Pipe Installation	LF	-20	\$100.00	\$ (2,000.00)
1.48	1in. Water Service Connections (Short)	EA	4	\$1,130.00	\$ 4,520.00
1.49	2in. Combination Air and Vacuum Valve	EA	0	\$3,950.00	\$ -
1.50	Water Service Meter Box	EA	4	\$250.00	\$ 1,000.00
1.51	Trench Safety for Water	LF	40	\$2.00	\$ 80.00
1.52	Connect to Existing Water Main	EA	1	\$3,600.00	\$ 3,600.00

1.53	Abandon Existing Water Main	LF	0	\$0.55	\$ -
1.54	Remove and Salvage Existing Fire Hydrant	LF	0	\$900.00	\$ -
1.55	8in. Wastewater Pipe Installation	LF	0	\$150.00	\$ -
1.56	5ft. Manhole (All Depths)	EA	0	\$6,200.00	\$ -
1.57	Trench Safety for Wastewater	LF	0	\$15.00	\$ -
Change Order 1 - Town Hall Parking					
4.1	Mobilization	LS	0	\$6,500.00	\$ -
4.2	Strip top soil	SY	0	\$1.00	\$ -
4.3	Unclassified excavation	SY	0	\$9.00	\$ -
4.4	6" lime stalabilization	SY	0	\$12.50	\$ -
4.5	Lime Slurry @ 42 Lbs/SY	TON	0	\$200.00	\$ -
4.6	5" concrete paving	SY	0	\$47.00	\$ -
4.7	6" concrete paving	SY	0	\$52.00	\$ -
4.8	Pavement header	LF	0	\$15.00	\$ -
4.9	Pavement Striping	LS	0	\$3,800.00	\$ -
4.1	Concrete wheel stops	EA	-7	\$75.00	\$ (525.00)
4.11	Landscaping allowance	LS	-1	\$14,500.00	\$ (14,500.00)
4.12	Irrigation allowance	LS	-0.86	\$7,500.00	\$ (6,450.00)
4.13	Lighting/Electrical allowance	LS	-0.25	\$20,000.00	\$ (5,000.00)
Change Order 2					
3.1	2X2 GRATE INLET	LS	0	\$2,000.00	\$ -
3.2	12" rcp Class 3	LS	0	\$4,500.00	\$ -
3.3	adjust 5' SS Manhole	EA	0	\$3,850.00	\$ -
3.4	Tree Removal (3 Large Trees not in plans)	LS	0	\$1,800.00	\$ -
3.5	locate and close additional water services	LS	0	\$3,500.00	\$ -
Change Order 3					
5.1	Sign Assemblies (Labor Only)	EA	4	\$300.00	\$ 1,200.00
5.2	Manhole Riser	LS	0	\$3,850.00	\$ -
5.3	Additional Striping	LS	0	\$1,157.94	\$ -
5.4	School Flasher (Upgraded)	EA	0	\$5,300.00	\$ -
TOTAL OVER / (-)UNDER					\$ (7,735.00)



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 6. G.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve the **Final Acceptance of the Bluewater Drive Retaining Wall Project.**

DESCRIPTION:

In July 2020, Town Council awarded a construction contract to Keller North America for the replacement of a retaining wall located near Bluewater Drive in the Sunset Pointe Subdivision. The scope of work included the replacement of a failing retaining wall located on Town-owned property. This project was exempted from the competitive procurement process under Section 252.022 of the Texas Local Government Code, which provides exemptions for expenditures that are necessary to protect the public health or safety of the municipality's residents, or because of unforeseen damage to property.

BUDGET IMPACT:

Funding for the project was allocated in the Drainage Fund.
\$ 62,450.00 Contract Amount
\$ 3,122.50 Retainage Due (5%)

RECOMMENDED ACTION:

Staff recommends approval of the final acceptance of the Bluewater Drive Retaining Wall Project and authorizing the release of \$3,122.50 in retainage funds when all final closeout documents are received.

Attachments

Retainage Pay Application - Bluewater

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 Page 1 of 2

TO: Town of Little Elm
100 West Eldorado Parkway
Little Elm, TX 75068

PROJECT:

3452 Bluewater Drive - Sunset Pointe
3452 Bluewater Dr
Little Elm, TX 75068APPLICATION NO: 1
APPLICATION DATE: 9/30/2020

PERIOD TO: 9/30/2020

CUSTOMER CONTRACT NO: 8/11/2020

CONTRACT DATE: 8/11/2020

FROM CONTRACTOR: Keller North America, Inc.
661 Shahan Prairie Rd
Little Elm, TX 75068OUR PROJECT NO: 15111083
INVOICE NO: ARI00004221
VIA ARCHITECT:

Distribution to:

☐ OWNER☐ CONSTRUCTION MGR.☐ ARCHITECT☐ CONTRACTOR☐ OTHER

SCOPE OF WORK:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Keller North America, Inc.

By: 

Date: 9-30-20

State of: Texas County of: Tarrant
Subscribed and sworn to before me this 30th day of September
Notary Public: Stephanie Gray
My Commission expires: 4-31-22

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

1. ORIGINAL CONTRACT SUM 62,450.00
2. Net change by Change Orders 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) 62,450.00
4. TOTAL COMPLETED & STORED TO DATE (Column H on G703) 59,327.50
5. RETAINAGE:
 - a. % of Completed Work (Column E + F on G703) 0.00
 - b. % of Stored Material (Column G on G703) 0.00Total Retainage (Lines 5a + 5b or Total in Column J of G703) 0.00
6. TOTAL EARNED LESS RETAINAGE 59,327.50
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 0.00
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE 59,327.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE 3,122.50
(Line 3 less Line 6)

CONTINUATION SHEET

AIA DOCUMENT G703 Page 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column J on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 9/30/2020
PERIOD TO: 9/30/2020
CUSTOMER CONTRACT NO:
OUR PROJECT NO: 15111083

Keller North America, Inc.

A	B	C	D	E		F	G	H		I	J	
ITEM NO.	DESCRIPTION OF WORK	QTY	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN E OR F)	TOTAL COMPLETED & STORED TO DATE (E+F+G)	%	(H ÷ D)	BALANCE TO FINISH (D - H)	RETAINAGE
				FROM PREVIOUS APPLICATION (E + F)								
1	Original Bid	1.00	62,450.00	0.00		59,327.50	0.00	59,327.50	95.00%		3,122.50	0.00
GRAND TOTALS			62,450.00	0.00		59,327.50	0.00	59,327.50	95.00%		3,122.50	0.00



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 6. H.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve the **Final Acceptance of the Dickson Lane Traffic Signal Project (Contract #2020-05).**

DESCRIPTION:

In March 2020, Town Council awarded the construction contract for the Dickson Lane Traffic Signal Project to Roadway Solutions, Inc. The scope of work included the installation of a traffic signal, pedestrian crossing improvements, and striping at the intersection of Eldorado Parkway and Dickson Lane/Pinnacle Bay Pointe. The project was completed and placed into service in conjunction with the opening of Walker Middle School in August 2020.

BUDGET IMPACT:

Funding for the project was allocated within the capital improvement program budget, with additional funding provided via agreements between the Town, Little Elm Independent School District (LEISD), and Denton County.

\$ 286,131.00	Original Contract Amount
<u>\$ 1,505.50</u>	<u>Approved Change Orders</u>
\$ 287,636.50	Final Contract Amount
\$ 14,381.82	Retainage Due (5%)

RECOMMENDED ACTION:

Staff recommends approval of the final acceptance of the Dickson Lane Traffic Signal Project (Contract #2020-05) and authorizing the release of \$14,381.82 in retainage funds when all final closeout documents are received.

Retainage Pay Application - Dickson Lane



TOWN OF LITTLE ELM PAYMENT APPLICATION

PROJECT:	Dickson Lane Traffic Signal 2020-05	Pay App #
CONTRACTOR:	Roadway Solutions, Inc	3
ENGINEER:	Pacheco Koch Consulting Engineering, Inc	
PAYMENT PERIOD: From	_____ to _____	PO
Original Contract Amount		\$ \$286,131.00
Approved Change Orders		\$ 1,505.50
Current Contract Amount with Change Orders		\$ 287,636.50
A. Total Value of Work this Estimate - Exhibit A: Column H		\$ _____ 0.00
B. Total Materials on Hand this Estimate - Exhibit A: Column I		_____ 0.00
C. Total A + B (Retainage Calculated)		_____ 0.00
D. Amount Retained this Period (C x 5%)		\$ _____ 0.00
F. BALANCE DUE THIS STATEMENT (C - D)		\$ 14,381.82
G. PREVIOUS PAYMENTS		\$ 273,254.68
H. PERCENTAGE OF CONTRACT PAID TO DATE		100.00%
<small>The undersigned Owners Representative for the Contractor listed above certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.</small>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="width: 30%; text-align: center;"> Signature</div><div style="width: 40%; text-align: center;"> Printed Name & Title</div><div style="width: 20%; text-align: center;">12, 9, 20 Date</div></div>		
Subscribed and sworn to before me this 9 day of Dec , 20 20		
<div style="display: flex; align-items: center; justify-content: space-between;"><div style="width: 30%;">Notary Public: Commission Expires 6.30.24</div><div style="width: 30%; text-align: center;"> NATASHA SADEGHI Notary ID #11989887 My Commission Expires June 30, 2024</div><div style="width: 30%;"></div></div>		
Recommended for Payment by: _____ Date _____ Engineer of Record		
Approved for Payment by: _____ Date _____ Inspector		
_____ Date _____ Department Representative		
_____ Date _____ Wesley Brandon, P.E., Town Engineer		
_____ Date _____ Fred Gibbs, Director of Development Services		

SUBMIT BY THE 10TH OF EACH MONTH WITH EXHIBITS

PAYMENT REQUEST - EXHIBIT A: PAYMENT DETAILS

Bid #/Project Name						CONTRACTOR						Pay App #: 3
BASE BID												
A	B	C	D	E	F	G	H	I	J	K	L	
ITEM	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	CONTRACT AMOUNT	Quantity This Estimate	Total Value of Work Completed this Period	Materials Presently Stored	Total Value of Work from Previous Applications	Total Value of Work Completed & Stored to Date	% of Work Completed	
BASE BID												
1	DRILL SHAFT (TRF SIG POLE) (36 IN)	42	LF	\$385.00	\$16,170.00	0.00	\$ -	0.00	\$ 16,170.00	\$ 16,170.00	100.00%	
2	DRILL SHAFT (TRF SIG POLE) (48 IN)	22	LF	\$585.00	\$12,870.00	0.00	\$ -	0.00	\$ 12,870.00	\$ 12,870.00	100.00%	
3	MOBILIZATION (Max 5%)	1	LS	\$29,975.00	\$29,975.00	0.00	\$ -	0.00	\$ 29,975.00	\$ 29,975.00	100.00%	
4	BARRICADES, SIGNS, AND TRAFFIC HANDLING	1.5	MO	\$6,000.00	\$9,000.00	0.00	\$ -	0.00	\$ 9,000.00	\$ 9,000.00	100.00%	
5	CONDT (PVC) (SCHD 40) (2inch)	170	LF	\$12.00	\$2,040.00	0.00	\$ -	0.00	\$ 2,040.00	\$ 2,040.00	100.00%	
6	CONDT (PVC) (SCHD 40) (2 inch) BORED	595	LF	\$14.00	\$8,330.00	0.00	\$ -	0.00	\$ 8,330.00	\$ 8,330.00	100.00%	
7	CONDT (PVC) (SCHD 40) (3 inch)	65	LF	\$15.00	\$975.00	0.00	\$ -	0.00	\$ 975.00	\$ 975.00	100.00%	
8	CONDT (PVC) (SCHD 40) (4 inch)	20	LF	\$16.00	\$320.00	0.00	\$ -	0.00	\$ 320.00	\$ 320.00	100.00%	
9	CONDT (PVC) (SCHD 40) (4 inch) BORED	445	LF	\$42.00	\$18,690.00	0.00	\$ -	0.00	\$ 18,690.00	\$ 18,690.00	100.00%	
10	ELEC CONDR (NO. 6) INSULATED	40	LF	\$2.00	\$80.00	0.00	\$ -	0.00	\$ 2,360.00	\$ 2,360.00	2950.00%	
11	ELEC CONDR (NO. 6) BARE	1235	LF	\$2.00	\$2,470.00	0.00	\$ -	0.00	\$ 2,470.00	\$ 2,470.00	100.00%	
12	ELEC CONDR (NO. 8) INSULATED	2140	LF	\$2.00	\$4,280.00	0.00	\$ -	0.00	\$ 4,280.00	\$ 4,280.00	100.00%	
13	ELEC CONDR (NO. 12) INSULATED	520	LF	\$2.00	\$1,040.00	0.00	\$ -	0.00	\$ 1,040.00	\$ 1,040.00	100.00%	
14	GROUND BOX TY D (162911) W/APRON	6	EA	\$1,200.00	\$7,200.00	0.00	\$ -	0.00	\$ 7,200.00	\$ 7,200.00	100.00%	
15	INSTALL NEW SIGN AND SIGN POST ASSEMBLY	1	EA	\$900.00	\$900.00	0.00	\$ -	0.00	\$ 900.00	\$ 900.00	100.00%	
16	ELC SRV TY D 120 / 240 060 (NS) AL (E) PS (U) (INSTALL ONLY)	1	EA	\$8,500.00	\$8,500.00	0.00	\$ -	0.00	\$ 8,500.00	\$ 8,500.00	100.00%	
17	REFL PAV MRK TY I TY I II (W) 4 inch BRK	10	LF	\$2.00	\$20.00	0.00	\$ -	0.00	\$ 20.00	\$ 20.00	100.00%	
18	REFL PAV MRK TY I TY I II (Y) 4 inch SOLID	240	LF	\$2.00	\$480.00	0.00	\$ -	0.00	\$ 480.00	\$ 480.00	100.00%	
19	REFL PAV MRK TY I TY I II (W) 8 inch SOLID	20	LF	\$4.00	\$80.00	0.00	\$ -	0.00	\$ 80.00	\$ 80.00	100.00%	
20	REFL PAV MRK TY I TY I II (W) 24 inch SOLID	395	LF	\$20.00	\$7,900.00	0.00	\$ -	0.00	\$ 7,700.00	\$ 7,700.00	97.47%	
21	REFL PAV MRK TY I TY I II (W) ARROW	1	EA	\$500.00	\$500.00	0.00	\$ -	0.00	\$ 1,500.00	\$ 1,500.00	300.00%	
22	REFL PAV MRK TY I TY I II (W) WORD	1	EA	\$400.00	\$400.00	0.00	\$ -	0.00	\$ 400.00	\$ 400.00	100.00%	
23	TYPE II-A-A 4 inch RAISED PAVEMENT MARKER (Y)	20	EA	\$7.00	\$140.00	0.00	\$ -	0.00	\$ 140.00	\$ 140.00	100.00%	
24	TYPE II-C-R 4 inch RAISED PAVEMENT MARKER (W)	4	EA	\$7.00	\$28.00	0.00	\$ -	0.00	\$ 14.00	\$ 14.00	50.00%	
25	INSTALL HWY TRF SIG (ISOLATED)	1	EA	\$67,750.50	\$67,750.50	0.00	\$ -	0.00	\$ 67,750.50	\$ 67,750.50	100.00%	
26	TRF SIG CBL (TY A) (12 AWG) (2 CONDR)	1265	LF	\$2.50	\$3,162.50	0.00	\$ -	0.00	\$ 2,665.00	\$ 2,665.00	84.27%	
27	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	525	LF	\$3.00	\$1,575.00	0.00	\$ -	0.00	\$ 1,575.00	\$ 1,575.00	100.00%	
28	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	200	LF	\$3.50	\$700.00	0.00	\$ -	0.00	\$ 700.00	\$ 700.00	100.00%	
29	TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	610	LF	\$5.00	\$3,050.00	0.00	\$ -	0.00	\$ 2,050.00	\$ 2,050.00	67.21%	
30	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	615	LF	\$7.00	\$4,305.00	0.00	\$ -	0.00	\$ 4,242.00	\$ 4,242.00	98.54%	
31	PED DETECTOR CONTROLLER UNIT	1	EA	\$3,500.00	\$3,500.00	0.00	\$ -	0.00	\$ 3,500.00	\$ 3,500.00	100.00%	
32	PED POLE ASSEMBLY (20')	4	EA	\$3,500.00	\$14,000.00	0.00	\$ -	0.00	\$ 14,000.00	\$ 14,000.00	100.00%	
33	APS PUSH BUTTONS AND SIGN ASSEMBLIES	8	EA	\$1,200.00	\$9,600.00	0.00	\$ -	0.00	\$ 9,600.00	\$ 9,600.00	100.00%	
34	6 inch REINFORCED CONCRETE PAVEMENT (SIDEWALK) (CLASS A)	12	SY	\$850.00	\$10,200.00	0.00	\$ -	0.00	\$ 10,200.00	\$ 10,200.00	100.00%	
35	BARRIER FREE RAMP (10foot WIDE) (TYPE1)	2	EA	\$4,000.00	\$8,000.00	0.00	\$ -	0.00	\$ 8,000.00	\$ 8,000.00	100.00%	
36	BARRIER FREE RAMP (10foot WIDE) (TYPES)	3	EA	\$4,000.00	\$12,000.00	0.00	\$ -	0.00	\$ 12,000.00	\$ 12,000.00	100.00%	
37	REMOVE EXISTING RAMPS	4	EA	\$3,975.00	\$15,900.00	0.00	\$ -	0.00	\$ 15,900.00	\$ 15,900.00	100.00%	
	Total				\$286,131.00		\$0.00	\$0.00	\$287,636.50	\$287,636.50	100.53%	
Change Orders												
		0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	
		0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	
		0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	
Total Change Orders					\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	

**CONTRACTOR'S AFFIDAVIT
OF
PAYMENT OF DEBTS AND CLAIMS**

Owner Information:

Town of Little Elm
100 W. Eldorado Pkwy
Little Elm, TX 75146
Attn: Purchasing

Contractor Information:

Roadway Solutions Inc
1425 Crescent Drive
Coppell, Tx 75006

Project (Bid/Contract) #:

Project Name:

Contract Date:

2020-05
Dickson Lane Traffic Signal
20-May-20

State of Texas

County:

Dallas §
§

The undersigned, pursuant to the general conditions of the above-referenced Contract for construction, hereby certifies that, except as listed below, has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

Exceptions: If non, write "None"

Supporting Documents Attached:

- A separate release or Waiver of Liens from each Subcontractor, material or equipment supplier must
- 1 be attached.
 - 2 Contractor's Affidavit of Release of Liens

Printed Name

Marrie Gamin

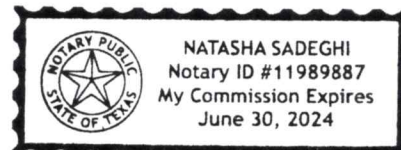
Signature

[Signature]

Title

VP

Seal:



Subscribed and sworn before me this

9 day of Dec, 2020

My Commission Expires:

6-30-24

Notary:

[Signature]

**CONTRACTOR'S AFFIDAVIT
OF
RELEASE OF LIENS**

Owner Information:

Town of Little Elm
100 W. Eldorado Pkwy
Little Elm, TX 75146
Attn: Purchasing

Contractor Information:

Roadway Solutions, Inc
1425 Crescent Drive
Carrollton, TX 75006

Project (Bid/Contract) #:

2020-05

Project Name:

Dickson Lane Traffic Signal

Contract Date:

20-May-20

State of Texas

County:

Dallas

§

§

The undersigned, pursuant to the general conditions of the above-referenced Contract for construction, hereby certifies that, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

Exceptions: If non, write "None"

Supporting Documents Attached:

A separate release or Waiver of Liens from each Subcontractor, material or equipment supplier must
1 be attached.

Printed Name

Morrie Gamini

Signature

[Signature]

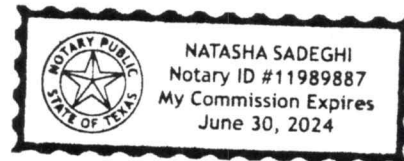
Title

NP

Seal:

Subscribed and sworn before me this

9 day of Dec., 2020.



My Commission Expires:

6.30.24

Notary:

N. Sadeghi

TOWN OF LITTLE ELM

CHANGE ORDER #

1

PO #

200257

CONTRACT #

2020-05

BID/PROJECT NAME:

Dickson Lane Traffic Signal

VENDOR NAME:

Roadway Solutions

Item	Description	Amount	Days (+/-)
1	Overage Per Line Item Overruns/Underruns (see attachment)	\$ 1,505.50	0
2		\$ -	
3		\$ -	
4		\$ -	
5		\$ -	
6		\$ -	
7		\$ -	
8		\$ -	
9		\$ -	
10		\$ -	
11		\$ -	
12		\$ -	
13		\$ -	
14		\$ -	
15		\$ -	
16		\$ -	

Total Change \$ 1,505.50 0

Change in Contract Price:	
Original Contract Price:	\$286,131.00
Change Order #1	\$1,505.50
Change Order #2	\$0.00
Change Order #3	\$0.00
Change Order #4	\$0.00
Change Order #5	\$0.00
New Contract Amount	\$287,636.50
Percentage of Original Contract:	0.53%

Change in Contract Times:	
Original Number of Days:	
Change Order 1	
Change Order 2	
Change Order 3	
Change Order 4	
Change order 5	
New Number of Days	
New End Date:	

Please amend the PO by adding or deducting the following amounts to/from the funding sources listed here:

Account Number	Amount
872-6728-50-13	\$1,505.50

APPROVAL: Contractor

Signature Contractor

Printed Name & Title

Date

APPROVAL: Town of Little Elm

Wesley Brandon
Project Manager

10/1/2020
Date

Director

Date

Inspector

Date

Town Manager

Date

FINANCE / PURCHASING

Is the change order amount over 25% of the original contract?

Yes

No

If yes, date of Council authorization (approval of new amount)

Yes

Date

Was a budget amendment form needed / submitted?

Yes

No

JE Date for budget transfer.

Yes

Date

Purchasing Manager

Date

Finance

Date

**AIA**[®]**Document G707™ – 1994****Consent Of Surety to Final Payment****PROJECT:** *(Name and address)*
Dickson Lane Traffic Signal**ARCHITECT'S PROJECT NUMBER:** 2020- 05**OWNER:** ☐**CONTRACT FOR:** Dickson Lane Traffic Signal**ARCHITECT:** ☐**TO OWNER:** *(Name and address)***CONTRACT DATED:** May 20, 2020**CONTRACTOR:** ☒Town of Little Elm
100 W. Eldorado Pkwy.
Little Elm, Texas 75146**SURETY:** ☒**OTHER:** ☐In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
*(Insert name and address of Surety)*NGM Insurance Company
55 West Street
Keene, NH 03431

, SURETY,

on bond of

*(Insert name and address of Contractor)*Roadway Solutions, Inc.
1425 Crescent Dr.
Carrollton, Texas 75006

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to*(Insert name and address of Owner)*Town of Little Elm
100 W. Eldorado Pkwy.
Little Elm, Texas 75146

, OWNER,

as set forth in said Surety's bond. Bond No. 303709

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 23, 2020

(Insert in writing the month followed by the numeric date and year.)

NGM Insurance Company

(Surety)
(Signature of authorized representative)

Shane A. Humphrey, Attorney-in-Fact

(Printed name and title)

Attest:


(Seal)



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Shane A Humphrey, Cheryl L Humphrey** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

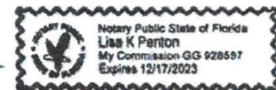


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Pentz



I, Nancy Giordano-Ramos, Vice President of NGM 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this
23rd day of September, 2020.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

El Dorado at Dickson

P-1 20c. (2) 2c. (123') Red-White
T-1 20c. (48') Red
T-2 20c. 230' Blue
P-2 10c. (2) 2c. 214' Blue
T-3 20c. (168') yellow
P-3 10c. (2) 2c. (148') yellow
T-4 20c. (37') Green
P-4 10c. (2) 2c. (48') Green

Opticom Wire

T-1 (112') Red
T-2 (290') Blue
T-3 (208') yellow
T-4 (101') Green

Video Wire

T-1 (120') Red
T-2 (295') Blue
T-3 (219') yellow
T-4 (112') Green

(2) CAT-5 at T-4 (82') (2) Green (82') (3) Green
Power wire #6 (280') $\times 2 = 560'$

Radar Wire

P-1 (123') T-2 (230') (2) Blue (230') (2) Blue
T-3 (168') yellow

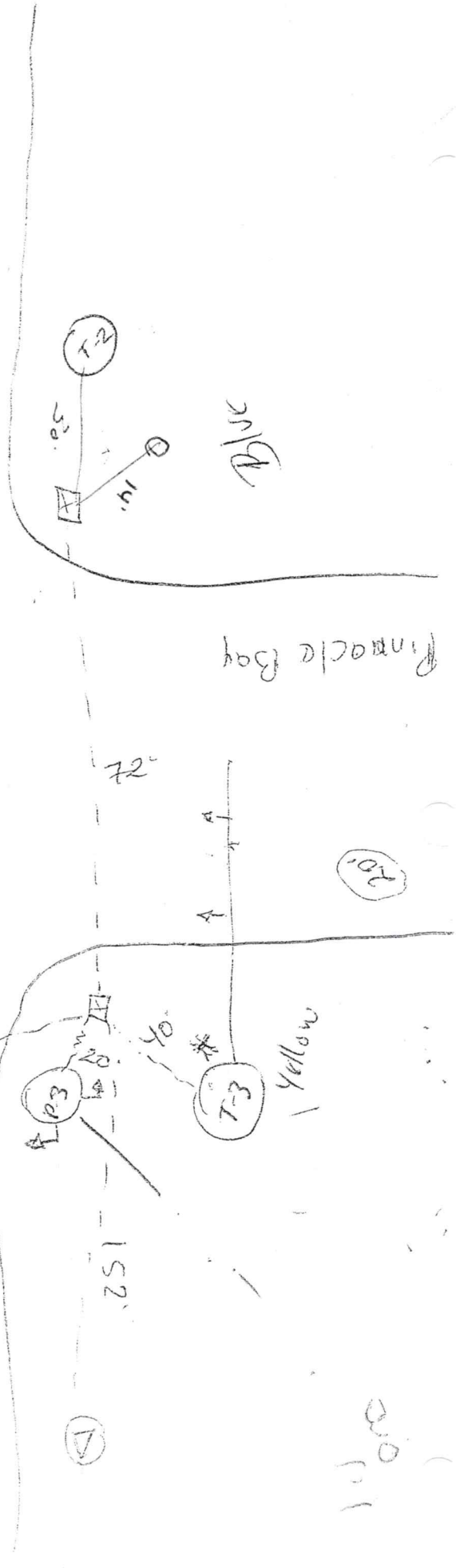
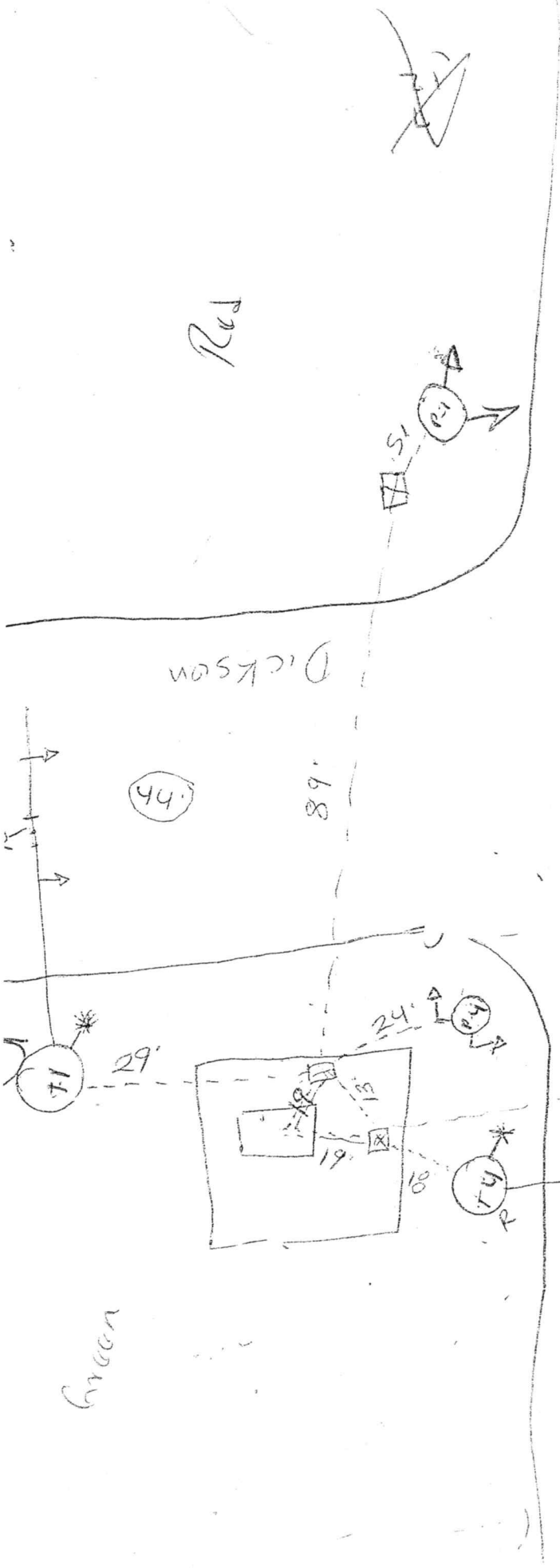
Luminaire #8

Service to T-3 (192') T-3 to T-4 (167') 838
T-4 to T-1 (60')

Illuminated Signs #8

Service to T-3 (192') T-3 to T-4 (167')
T-4 to T-1 (60')
T-3 to T-2 (142')

#6 power To Transformer $20 \times 3 = 60'$





Town Council Meeting

Date: 01/05/2021
Agenda Item #: 6. I.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve the **Final Acceptance of the Canyon Lake Retaining Wall Project.**

DESCRIPTION:

In July 2020, Town Council awarded a construction contract to Keller North America for the replacement of a retaining wall located near Canyon Lake Drive in the Sunset Pointe Subdivision. The scope of work included the replacement of a failing retaining wall located on Town-owned property. This project was exempted from the competitive procurement process under Section 252.022 of the Texas Local Government Code, which provides exemptions for expenditures that are necessary to protect the public health or safety of the municipality's residents, or because of unforeseen damage to property.

BUDGET IMPACT:

Funding for the project was allocated in the Drainage Fund.

\$ 268,098.00	Contract Amount
\$ 13,404.90	Retainage Due (5%)

RECOMMENDED ACTION:

Staff recommends approval of the final acceptance of the Canyon Lake Retaining Wall Project and authorizing the release of \$13,404.90 in retainage funds when all final closeout documents are received.

Attachments

Retainage Pay Application - Canyon Lake

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 Page 1 of 2

TO:	Town of Little Elm 100 West Eldorado Parkway Little Elm, TX 75068	PROJECT:	3456 Canyon Lake Drive - Sunset Point APPLICATION NO: 2 3456 Canyon Lake Drive Little Elm, TX 75068	Distribution to:	<input type="checkbox"/> OWNER <input type="checkbox"/> CONSTRUCTION MGR. <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> OTHER
FROM CONTRACTOR:	Keller North America, Inc. 661 Shahan Prairie Rd Little Elm, TX 75068	OUR PROJECT NO:	15111082	APPLICATION DATE:	10/27/2020
		INVOICE NO:	AR100004558	PERIOD TO:	10/27/2020
		VIA ARCHITECT:		CUSTOMER CONTRACT NO:	
				CONTRACT DATE:	8/11/2020

SCOPE OF WORK:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	268,098.00
2. Net change by Change Orders	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	268,098.00
4. TOTAL COMPLETED & STORED TO DATE (Column H on G703)	268,098.00
5. RETAINAGE:	

a. % of Completed Work	0.00
(Column E + F on G703)	
b. % of Stored Material	0.00
(Column G on G703)	

Total Retainage (Lines 5a + 5b or Total in Column J of G703)	0.00
6. TOTAL EARNED LESS RETAINAGE	268,098.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order		0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Keller North America, Inc.

By: *[Signature]*

Date: 10-27-20

State of Texas County of Denton
Subscribed and sworn to before me this 27th day of October
Notary Public
My Commission expires: 4-21-22
[Signature] Stephanie Gray

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 Page 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column J on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 10/27/2020
PERIOD TO: 10/27/2020
CUSTOMER CONTRACT NO.:
OUR PROJECT NO: 15111082

Keller North America, Inc.

A	B	C	D	E		F	G	H		I	J
ITEM NO.	DESCRIPTION OF WORK	QTY	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN E OR F)	TOTAL COMPLETED & STORED TO DATE (E++G)	%(H + D)	BALANCE TO FINISH (D - H)	RETAINAGE	
				FROM PREVIOUS APPLICATION (E + F)	THIS PERIOD						
1	Engineering	1.00	6,500.00	6,175.00	325.00	0.00	6,500.00	100.00%	0.00	0.00	
2	Mobilization	1.00	20,000.00	19,000.00	1,000.00	0.00	20,000.00	100.00%	0.00	0.00	
3	Temp Wall and Perm. ASP, CSP	1.00	241,598.00	229,518.10	12,079.90	0.00	241,598.00	100.00%	0.00	0.00	
GRAND TOTALS			268,098.00	254,693.10	13,404.90	0.00	268,098.00	100.00%	0.00	0.00	



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 6. J.
Department: Development Services
Strategic Goal: Ensure excellence in public services while keeping up with the growth in the community
Staff Contact: Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Award a **Construction Contract for the Little Elm Park Swim Beach Sidewalk Project to GRod Construction and Authorize the Town Manager to Execute the Contract in an Amount Not to Exceed \$170,000.00.**

DESCRIPTION:

Little Elm Park includes a concrete sidewalk that separates the swim beach area and the sand volleyball courts. Over the past several months, staff has noted severe erosion underneath the sidewalk due to fluctuations in lake water levels. In order to remedy the erosion and prevent failures to the sidewalk, an engineering consultant was hired to design a short retaining wall that could be installed along the downstream side of the sidewalk that would isolate the backfill material and prevent erosion in the future. Staff has also received a proposal from GRod Construction, LLC, to construct the wall in accordance with the design.

Section 252.022 of the Texas Local Government Code provides exemptions to the competitive procurement process for expenditures that are necessary to protect the public health or safety of the municipality's residents, or because of unforeseen damage to property. Due to the risk of further erosion, the potential failure of the sidewalk, and public safety concerns, staff is recommending approval of the proposed construction contract utilizing these exemptions.

The contractor is ready to perform the work and is expected to be completed in February 2021.

BUDGET IMPACT:

Funding for the project has been allocated in the FY 2020-2021 budget from the Drainage Fund (Fund 715) for \$170,000.

\$ 159,025.00	Contractor Proposal
<u>\$ 10,975.00</u>	<u>Contingency</u>

\$ 170,000.00

Total Contract Amount

RECOMMENDED ACTION:

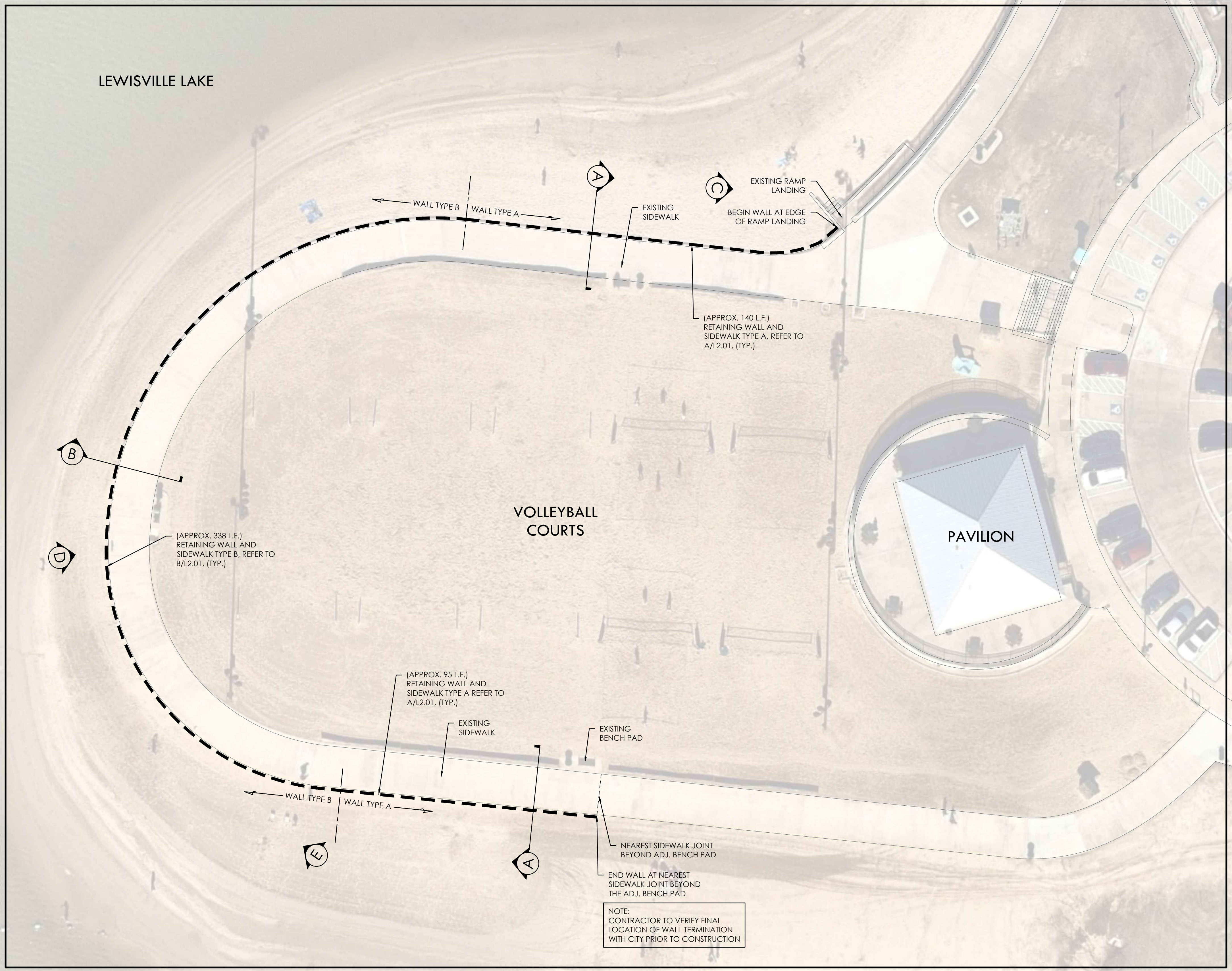
Staff recommends approval.

Attachments

Layout and Site Details - Little Elm Park Swim Beach Sidewalk

Cost Proposal - Little Elm Park Swim Beach Sidewalk

Standard Form of Agreement - Little Elm Park Swim Beach Sidewalk



LEGEND:

RETAINING WALL /
PROPOSED SIDEWALK

SIDEWALK JOINT

DETAIL / IMAGE
REFERENCE L2.01



NOTES:

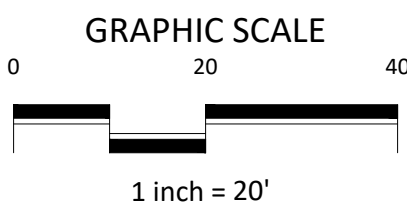
1) LOCATION OF PROPOSED WALL SHALL BE INSTALLED ADJACENT TO THE EXISTING SIDEWALK.

2) PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY THE EXISTING CONDITIONS OF EROSION ALONG THE SIDEWALK EDGE AND SUBMIT A DRAWING THAT SHOWS THE PROPOSED DEPTH OF RETAINING WALL.

3) CONTRACTOR SHALL COORDINATE WITH THE CITY THE FINAL FINISHED GRADE OF SAND.

4) REFER TO EROSION CONTROL PLANS.

5) CONTRACTOR SHALL PROVIDE A LINEAR FOOT UNIT PRICE AT BIDDING TO CLIENT.



LAYOUT PLAN

THE BEACH
AT LITTLE ELM PARK RENOVATIONS
LITTLE ELM, TX

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
Fax: 817.335.1114



JOB NO. 6007.001

DESIGNED BY: TDD

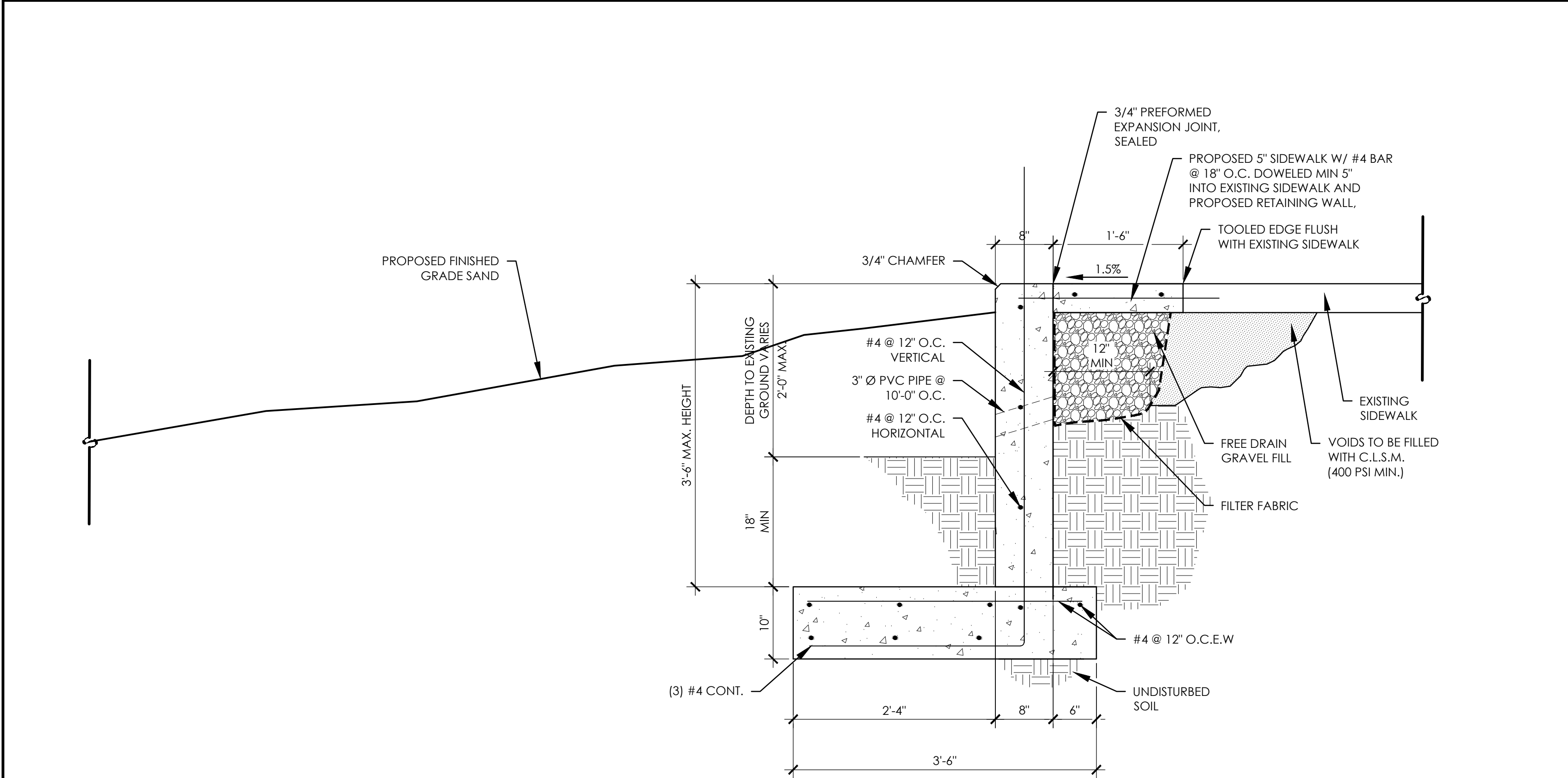
DRAWN BY: APL

CHECKED BY: TDD

DATE: DECEMBER 10, 2020

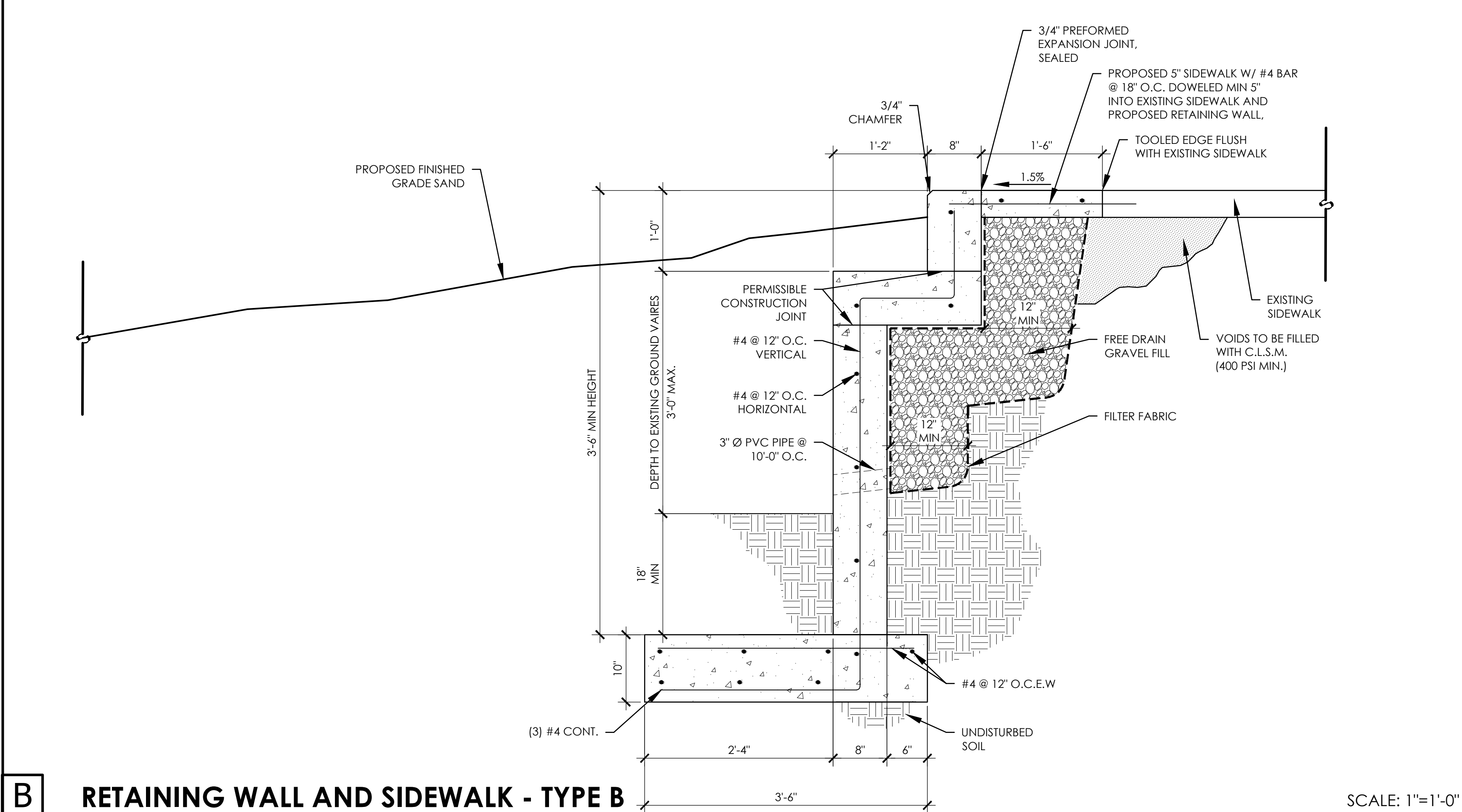
SHEET: L1.01

FILENAME: 6007 Site Details.dwg
PLOTED BY: APL
PLOTED DATE: December 10, 2020
PLOTED AT: 011232.04
CUT/125 W/11.7.2020 14.43



A RETAINING WALL AND SIDEWALK - TYPE A

SCALE: 1"=1'-0"



B RETAINING WALL AND SIDEWALK - TYPE B

SCALE: 1"=1'-0"



REVISIONS		DESCRIPTION	
NO.	DATE		

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TX REG. F-1114

SITE DETAILS

THE BEACH
AT LITTLE ELM PARK RENOVATIONS
LITTLE ELM, TX

JOB NO.	6007.001
DESIGNED BY:	TDD
DRAWN BY:	APL
CHECKED BY:	TDD
DATE:	DECEMBER 10, 2020
SHEET:	L2.01

Proposal



G Rod Construction, LLC

889 E.Rock Island Avenue

Boyd, Texas 76023

Contact: Guillermo Rodriguez

Phone: 682 302 3219

Fax: 682 204 0191

Quote To: Wesley Brandon
Town Of Little Elm

Job Name: The Beach Renovations At Little Elm Pa

Date of Plans:

Revision Date:

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MOBILIZATION	1.00	LS	6,200.00	6,200.00
1	F&I Type A Wall	235.00	LF	235.00	55,225.00
2	F&I Type B Wall	340.00	LF	275.00	93,500.00
3	Errosion Controll	1.00	LS	3,000.00	3,000.00
4	Concrete Repair	100.00	SF	11.00	1,100.00
GRAND TOTAL					\$159,025.00

NOTES:

EXCLUSIONS & CLARIFICATIONS

Exclusions:

-Material Testing, - Trenching/Shoring

Clarifications:

Work not listed billed separately
Pricing to be modified if scope removed from bid
Proposal Valid for 30 Days
Please contact me with any questions,

Thank you,

G Rod Construction, LLC
(682) 302-3219
grod@grodconstruction.com

SECTION 00522
STANDARD FORM OF AGREEMENT

This Agreement is by and between the Town of Little Elm (Owner) and _____ (Contractor).
Owner and Contractor, in mutual consideration agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **The Beach Renovations at Little Elm Park: Includes construction and installation of new retaining wall adjacent to the existing sidewalk, 4' max. depth. Concrete wall to include an 18" sidewalk expansion, concrete beam footing, gravel fill, and filling of voids underneath existing sidewalk with C.L.S.M. Installation of new sand and fine grading of beach after construction in complete.**
 - a. **The Site of the Work includes designated work areas described in detail in the Contract Documents generally located around the existing sidewalk near volleyball courts.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

NOTES TO USER: If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items as necessary.

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Maintenance bond.
 - 5. Specifications listed in the Table of Contents.
 - 6. Drawings as listed on the Drawing Sheet Index.
 - 7. Addenda.
 - 8. Exhibits to this Contract (enumerated as follows):
 - a. **[Exhibit 1 – Name of Exhibit].**
 - b. **[Exhibit 2 – Name of Exhibit].**
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is:

Dunaway Associates.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

NOTES TO USER: Use Paragraph A for contracts with an Owner stipulated date for project completion. Write in the stipulated dates. Use Paragraph B for contracts for a number of calendar days for construction. Write in the stipulated number of days where these are stipulated by the Owner or use the days from the proposal where bidder is allowed to submit a proposed number of calendar days for completion of the Project. Delete the paragraph not used. Modify the language if working days are used.

- A. The Work will be substantially completed within **60** days after the Effective Date of the Contract and completed and ready for final payment within **90** days after the Effective Date of the Contract.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty)

Contractor shall pay Owner \$500 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

NOTES TO USER: Use Paragraph A for lump sum contracts with no unit price items. Use Paragraph B for unit price contracts. Include any lump sum work in unit price contracts as a single item number with a unit quantity of 1. Delete the paragraph not used. Verify that prices listed here match those submitted with the proposal.

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of the **Contract Price** for all Work. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by Engineer.

ARTICLE 6 - BONDS AND INSURANCE

NOTES TO USER: Requirements for bonds vary significantly between private and public owners, and with Laws and Regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable Laws and Regulations.

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the

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Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the State of Texas in which the Project is located with a minimum AM Best rating of A-VII or better. **Contractor shall provide insurance in accordance with the Town's Standard Insurance Requirements.**
- B. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- C. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in

accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners,

employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes, which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

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ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event-giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Owner and Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Owner and Engineer, by the tenth (10th) of each month for the prior month (1st – 31st), to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain five percent (5%) of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will inspect the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion, which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions,

schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work,

incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid because of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and

drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

- a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is governed by the laws of the state of Texas.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Matthew Mueller

Title: Town Manager

Attest: _____

Title: _____

Address for giving notices:

Town of Little Elm

100 West Eldorado Pkwy

Little Elm, TX 75068

contracts@littleelm.org

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(where applicable)



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 7. A.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Skye Thibodeaux, Planning Manager

AGENDA ITEM:

Continue the Public Hearing, Present, Discuss, and Consider Action to Approve **Ordinance No. 1581, a Request to Rezone Approximately 4.4 acres of Land from Lakefront (LF) w/ Specific Use Permit for Child Care Center to Planned Development-Lakefront (PD-LF) to Allow for the Use of Mixed-Use and Commercial with Modified Development Standards, Generally Located at the Southwest Corner of Eldorado Parkway and Hillside Drive, within Little Elm's Town Limits.**

1. Staff Report:
2. Open Public Hearing:
3. Receive Public Comments:
4. Close Public Hearing:
5. Discuss and Take Action:

DESCRIPTION:

This public hearing was originally opened at the December 1, 2020, regular Town Council meeting and was continued at the December 15, 2020 meeting.

Location

The subject property is generally located at the southwest corner of Eldorado Parkway and Hillside Drive, within Little Elm's town limits.

Planning Analysis

This request is for the purpose of establishing a Planned Development District that conforms the subject property based on recent changes proposed to the intended remaining development on site. To briefly recap the history of development on the subject property, on July 5, 2017, the applicant received Major Waiver approval to the Block Face Requirement as regulated by the Lakefront District for the proposed mixed-use structure. The requirement approved to be waived from states the following:

"Continuous building frontage will be considered to be met if 80 percent or more of the primary

building facade is located within 15 feet of the right-of-way or build-to line designated on an approved plan.”

The mixed-use structure has not been proposed to be relocated since receiving Major Waiver approval to the Lakefront District’s Block Face Requirement.

On August 7, 2018, Town Council approved Ordinance No. 1462 which approved a request for a Specific Use Permit (SUP) for a Child Care Center to be permitted on site. One of the conditions associated with the approval of Ordinance No. 1462 stated that “the development be oriented on the site as shown on the approved site plan” associated with the Ordinance. Since that time, the applicant has proposed to subdivide the property while also proposing changes to the remaining development of the project that requires zoning approval per the existing condition noted above.

With this request, the PD needs to address the following items:

1. Changes to the adopted site plan - The applicant is requesting to develop the remainder of the property per the attached updated site & landscape plans. Zoning approval is required for the proposed changes. P&Z recommends maintaining similar language with this request to read as follows:

- The project shall develop according to the updated site plan, landscape plan, and mixed-use structure elevations adopted within this ordinance.

2. Lakefront District Waivers of Design Standards - Similar to what was done with the Palladium PD, P&Z recommended proposing the following language carrying over previous Major Waiver approvals:

- Block Face – as approved by Town Council on July 5, 2017, development within this PD District shall be exempt from this requirement.

3. Dumpsters – The applicant is proposing a lot configuration that creates a challenge in designing and constructing a conforming 14’ x 25’ dumpster to serve and be located on proposed Lot 3. The applicant has proposed an additional dumpster enclosure on proposed Lot 1R to serve Lot 3. P&Z recommended the following language:

- An off-site dumpster for proposed Lot 3 is permitted as shown on proposed Lot 1R on the site plan exhibit adopted with this PD. A shared use dumpster agreement shall be executed and noted on the plat associated with the future proposed subdivision prior to the plat being recorded with Denton County.

4. Accessory Structures – P&Z recommended that the following language be stipulated as a condition within the PD to read as follows:

- Proposed accessory structures within this District shall be reviewed at the discretion of the Development Services Director. Appeals to the Director’s decision shall go before both the Planning & Zoning Commission and Town Council for final consideration.

5. Future Building & Construction Permits – P&Z recommended the following language as it relates to future building and construction permit requests:

- Interior layouts associated with this PD are conceptual and are subject to change.
- Future construction and building permit applications are subject to meeting relative International Codes and Engineering Design Standards, as amended.
- Potential changes to plans may also be subject to additional review and approval by USACE and/or TxDoT.

To note, the existing Specific Use Permit and restrictions associated with Ordinance No. 1462 remain in place in order to maintain the existing child care center as a conforming use.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

The Planning & Zoning Commission recommend approval of the requested Planned Development per the following stipulations:

The permitted uses and standards shall be in accordance with the Lakefront (LF) zoning district, and other applicable site development standards as laid out in the Town's Zoning Ordinance, as amended, unless otherwise specified herein:

1. Changes to the adopted plans – the project shall develop according to the updated site plan, landscape plan, and mixed-use structure elevations adopted within this ordinance.
2. Block Face Requirement - as approved by Town Council on July 5, 2017, development within this PD District shall be exempt from this requirement.
3. Dumpsters - an off-site dumpster for proposed Lot 3 is permitted as shown on proposed Lot 1R on the site plan exhibit adopted with this PD. A shared use dumpster agreement shall be executed and noted on the plat associated with the future proposed subdivision prior to the plat being recorded with Denton County.
4. Accessory Structures – proposed accessory structures within this District shall be reviewed at the discretion of the Development Services Director. Appeals to the Director's decision shall go before both the Planning & Zoning Commission and Town Council for final consideration.
5. Future Building & Construction Permits
 - a. Interior layouts associated with this PD are conceptual and are subject to change.
 - b. Future construction and building permit applications are subject to meeting relative International Codes and Engineering Design Standards, as amended.
 - c. Potential changes to plans may also be subject to additional review and approval by USACE and/or TxDoT.

Attachments

Ordinance 1581 - Lakeshore Plaza PD

Exhibits - Lakeshore Plaza PD

ORDINANCE NO. 1581

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY REZONING APPROXIMATELY 4.4 ACRES OF LAND FROM LAKEFRONT (LF) WITH SPECIFIC USE PERMIT FOR CHILD CARE CENTER TO PLANNED DEVELOPMENT-LAKEFRONT (PD-LF) WITH SPECIFIC USE PERMIT FOR CHILD CARE CENTER, TO ALLOW FOR THE USE OF COMMERCIAL AND MIXED USE WITH MODIFIED DEVELOPMENT STANDARDS, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF HILLSIDE DRIVE AND ELDORADO PARKWAY; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council, in 2003, reclassified the base zoning district and rezoned the property for commercial uses; and

WHEREAS, the applicant, Matt Mahdi Shekari, has requested to rezone the subject property, more specifically described on the attached Location Map, to allow for commercial and mixed use with modified development standards; and

WHEREAS, the Town Council and the Planning and Zoning Commission, in accordance with state law and the applicable ordinances of the Town, have given the required notices and held the required public hearings regarding the request to rezone the subject property contained in this Ordinance; and

WHEREAS, and 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 requested zoning 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. ZONING AMENDMENT. The Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for a Planned Development district (PD) on approximately 4.4 acres of land, to allow for the use of commercial and mixed use with modified development standards, generally located at the southwest corner of Hillside Drive and Eldorado Parkway, a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, and all other applicable ordinances, laws, rules, regulations, and standards.

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

The permitted uses and standards shall be in accordance with the Lakefront (LF) zoning district, and other applicable site development standards as laid out in the Town's Zoning Ordinance, as amended, unless otherwise specified herein:

- 1) **Changes to the adopted plans** – the project shall develop according to the updated site plan, landscape plan, and mixed-use structure elevations adopted within this ordinance.
- 2) **Block Face Requirement** - as approved by Town Council on July 5, 2017, development within this PD District shall be exempt from this requirement.
- 3) **Dumpsters** - an off-site dumpster for proposed Lot 3 is permitted as shown on proposed Lot 1R on the site plan exhibit adopted with this PD. A shared use dumpster agreement shall be executed and noted on the plat associated with the future proposed subdivision prior to the plat being recorded with Denton County.
- 4) **Accessory Structures** – proposed accessory structures within this District shall be reviewed at the discretion of the Development Services Director. Appeals to the Director's decision shall go before both the Planning & Zoning Commission and Town Council for final consideration.

5) Future Building & Construction Permits

- a. Interior layouts associated with this PD are conceptual and are subject to change.
- b. Future construction and building permit applications are subject to meeting relative International Codes and Engineering Design Standards, as amended.
- c. Potential changes to plans may also be subject to additional review and approval by USACE and/or TxDOT.

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 change 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. Upon adoption, this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 5th day of January, 2021.

ATTEST:

The Town of Little Elm, Texas

Caitlan Biggs, Interim Town Secretary

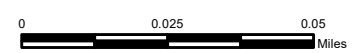
David Hillock, Mayor



Source: Google Imagery Date 9/7/2019



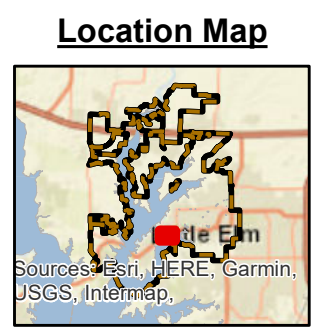
Lakeshore Plaza
Block A/Lot 1



Legend

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.

Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

R1: 06-29-18
R2: 09-19-18
R3: 12-19-18 (MSTR.-SITE)
R4: 01-17-20 ('B'-SITE)
PD SUBMITTAL 05-20-20
PD SUBMITTAL 11-20-20

11-11-20
PERMIT ONLY
Project #: 2003.00

SITE MASTER PLAN

A0.1
10-23-20



ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

NOTES:
1) ALL QUANTITIES ARE ESTIMATED AND ARE TO BE VERIFIED BY THE CONTRACTOR
2) THE CENTRAL LEADER SHALL BE INTACT.

PLANT TABULATION				
QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE	NOTES
	DRAKE ELM	Ulmus parvifolia 'Drake'	4" CAL.	SINGLE TRUNK
	BURR OAK	Quercus macrocarpa	4" CAL.	SINGLE TRUNK
	CHINESE PISTACHIO	Pistacia chinensis	4" CAL.	SINGLE TRUNK
	SHUMARD RED OAK	Quercus shumardii	4" CAL.	SINGLE TRUNK
	CEDAR ELM	Ulmus crassifolia	4" CAL.	SINGLE TRUNK
	POND CYPRESS	Taxodium ascendens	4" CAL.	SINGLE TRUNK
	VITEX	Vitex agnus-castus	4" CAL.	MULTI-TRUNK; 3 CANES MINIMUM: 6HL
	DWARF WAX MYRTLE	Myrica pusilla	5 GAL.	FULL - 36"OC (2117 SF)
	MEXICAN FEATHERGRASS	Nassella tenuissima	1 GAL.	FULL - 24"OC (2494 SF)
	RED YUCCA	Hesperaloe parviflora	3 GAL.	FULL - 24"OC (631 SF ALL OTHER BEDS)
	GOLDEN SWORD YUCCA	Yucca filamentosa 'Gold Sword'	3 GAL.	FULL - 24"OC
	GREY SANTOLINA	Santolina chamaecyparissus	1 GAL.	FULL - 18"OC
	GREEN SANTOLINA	Santolina rosmarinifolia	1 GAL.	FULL - 18"OC
	SPINELESS PRICKLY PEAR CACTUS	Opuntia ellisiana	5 GAL.	FULL - 30"OC
	MAIDEN GRASS 'MORNING LIGHT'	Miscanthus sinensis 'Morning Light'	5 GAL.	FULL - 36"OC
	BERMUDA GRASS	Cynodon dactylon	SQ FT	HYDROMULCH (if season allows)
	COLORADO RIVER ROCK		SQ FT	

PLANT LEGEND

Burr Oak

Shumard Red Oak

Cedar Elm

Chinese Pistachio

Pond Cypress

Ulmus parvifolia 'Drake'

Mexican Feathergrass

Dwarf Wax Myrtle

Lantana

Vitex Tree

Maiden Grass 'Morning Light'

Spanish Lavender

Spineless Prickly Pear Cactus

Bush

Santolina chamaecyparissus

Large Moss Boulders

Yucca filamentosa 'Gold Sword'

Red Yucca

LANDSCAPE POINT SYSTEM

REQUIRED POINTS FOR THIS SITE	20 POINTS
Enhanced Hardscape Paving	5 POINTS
Enhanced Landscaping	5 POINTS
Enhanced Site Canopy	5 POINTS
Enhanced Streetscape Elements	5 POINTS

LANDSCAPE REQUIREMENTS

INTERIOR LANDSCAPE REQUIREMENTS:
GROSS VEHICULAR USE AREA(PAVEMENT) = 40,254.0 SF
10% OF GROSS VEHICULAR USE AREA = 4,025.40 SF
INTERIOR LANDSCAPE REQUIRED = 4,025.40 SF
INTERIOR LANDSCAPE PROVIDED = 24,240 SF (BUFFERS N.I.C.)
SURPLUS INTERIOR LANDSCAPE PROVIDED = 20,214.6 SF (20 %)
(PROVIDE 1 LARGE CANOPY TREE/400 SF OF INTERIOR LANDSCAPE REQUIRED)
REQUIRED TREES: 10 TREES

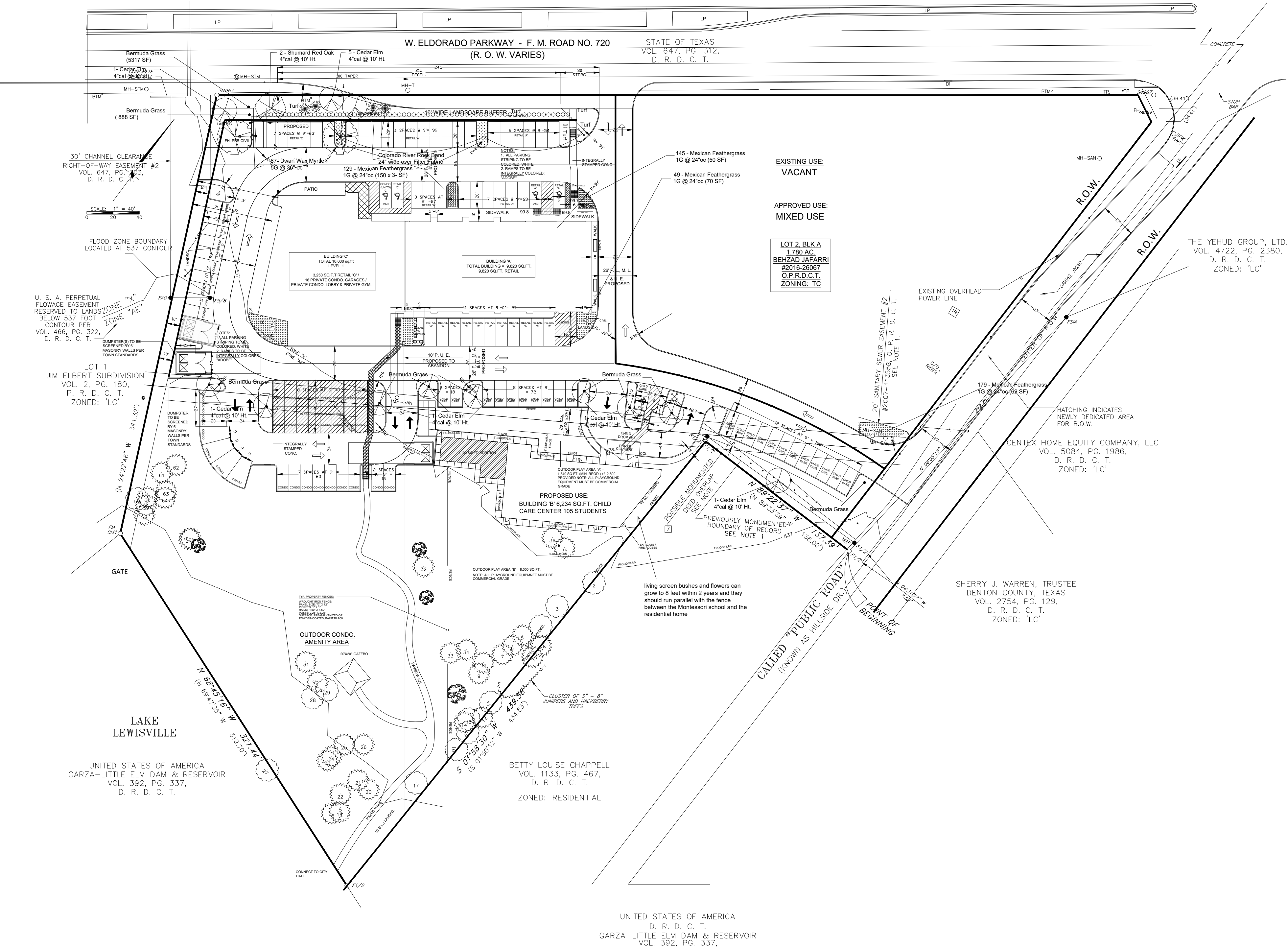
(PARKING LOTS SHALL CONTAIN PLANTED ISLANDS AT MINIMUM OF 9'x 18' OR 162 SF)
(PLANTED ISLANDS SHALL CONTAIN 1 LARGE CANOPY TREE. THESE TREES CAN BE COUNTED TOWARDS THE REQUIRED NUMBER OF INTERIOR TREES.)
REQUIRED TREES/ISLANDS: 13
PROVIDED TREES/ISLANDS: 13

PERIMETER LANDSCAPE REQUIREMENTS:
REQUIRED: 20' LANDSCAPE BUFFER ADJACENT TO PUBLIC R.O.W.
PROVIDED: 20' LANDSCAPE BUFFER ADJACENT TO PUBLIC R.O.W. (5,890 SF)
REQUIRED: 10' LANDSCAPE BUFFER BETWEEN ADJACENT PROPERTIES
PROVIDED: 10' LANDSCAPE BUFFER ALONG WEST PROPERTY LINE (1,917 SF)

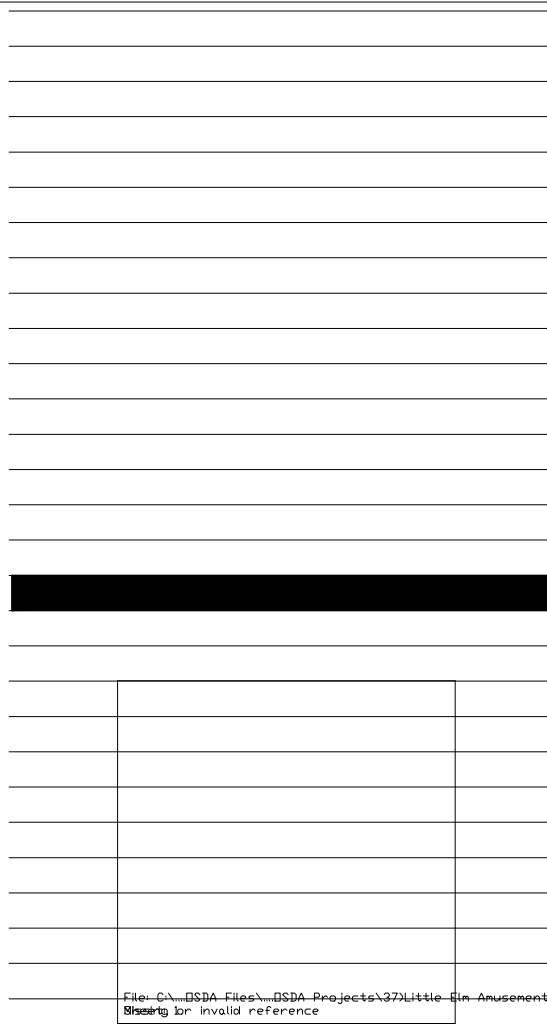
REQUIRED TREES IN 20' LANDSCAPE BUFFER: (1 CANOPY TREE/30 LF) 316'/30 = 11 TREES
PROVIDED TREES IN 20' LANDSCAPE BUFFER: (1 CANOPY TREE/30 LF) = 12 TREES

REQUIRED TREES IN 10' LANDSCAPE BUFFER: (1 CANOPY TREE/50 LF) 237'/50 = 5
PROVIDED TREES IN 10' LANDSCAPE BUFFER: (1 CANOPY TREE/50 LF) = 6 TREES

CITY LANDSCAPE NOTES
A. The owner, tenant, and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and such activities common to the maintenance of landscaping.
B. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping.
C. No substitutions for plant materials is allowed, without written and stamped approval by the Director on a revised landscape plan.
D. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will be maintained. The Town may require revegetation to prevent erosion or slippage.
E. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within thirty (30) days or a date approved by the Director, based on current seasons and weather conditions (i.e. drought or freeze).
F. When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution of plant material is not allowed without prior written authorization from the Director.
G. All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.
H. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the Landscape Ordinance.
I. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.
V. General Standards.
A. Quality. Plant materials used in conformance with the provisions of this ordinance shall conform to the standards of the American Standard for Nursery Stock, or equal thereto. Grass seed, sod and other material shall be clean and reasonably free of weeds and noxious pests and insects.
B. Quantity. The quantity of plant material required by this Ordinance must equal or exceed the minimum number of plants required by this Ordinance. Unless otherwise noted on the approved Landscape Plan, required plant material can be placed in groupings or utilized in appropriate planting designs that are proposed by the Landscape Architect and approved by the Town. All required landscaped open areas shall be completely covered with living plant material. Mulch and rock can be used in conjunction with shrub and tree plantings in smaller areas.
C. Trees. Trees required by this ordinance shall be from the Recommended Plant Materials list or a species recommended by the Landscape Architect and approved on the landscape plan. All required trees shall be common to this area of Texas, and shall have a single trunk limbed up to 6 feet. Trees shall be of a minimum of two and a half (2 1/2) to three (3) caliper inches when measured twelve (12) inches above ground at time of planting. When the type of tree required is unclear, it is assumed that a Large Canopy tree is required, unless otherwise approved by the Director.
1. No more than twenty-five (25%) percent of the required trees shall be of the same species for any tree type (Large, Small, Urban) in order to discourage mono-cultures.
2. Three (3) trees from the Small Ornamental tree list may be substituted for one (1) Large Canopy tree, not to exceed twenty-five (25) percent of the required large trees.
3. Large Canopy trees must be planted four feet (4') or greater from curbs, sidewalks, utility lines, screening walls and/or other structures. Small trees can be placed closer than four feet (4'), with approval on landscape plan. Utility installation that includes common trench and conduit banks is exempt from the Large Canopy tree planting distance requirements.
4. Trees and shrubs shall not overhang or encroach upon walkways, drives, parking areas, and traffic signs to the extent that they interfere with the intended use of these facilities.
5. Tree wells shall be a minimum 20 square feet in size with generally similar lengths and widths.
6. No landscaping shall be required for the interior of structured parking facilities.
D. Shrubs and Hedges. Evergreen screening plants shall be at least twenty-four inches (24") high at time of planting and shall be a type and species on the recommended plant list that will attain a minimum height of three feet (3') within eighteen (18) months of planting and will form a continuous hedge. Sporadic breaks in the hedge row may be approved to achieve unique designs.
E. Vines. Vines shall be a minimum of two feet (2') in height immediately after planting and may be used in conjunction with fences, screens, or walls to meet screening requirements as specified.
F. Ground cover. Ground covers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one year of planting.
G. Lawn grass. Grass areas shall be sodded, except that large, expansive lawn areas may be hydromulched, plugged, sprigged, or seeded with approval from the Director, as long as the edges, adjacent to the curb, are sodded.
H. Hardscape. Horizontal hardscape elements, where required, should utilize smooth cobble river stone, where appropriate.
I. Credit for existing trees. Any protected trees preserved on a site meeting the herein specifications shall be credited toward meeting the tree requirement of landscaping provisions that apply to the area where the tree is preserved. Trees of exceptional quality due to size, large canopy cover, trunk diameter, rareness, age or species may, at the discretion of the Director, be credited as two trees under the minimum Landscape Area requirements.
J. Compliance Letter. Prior to issuance of a CO, a letter must be submitted to the Director from the Landscape Architect indicating the site is in compliance with the approved landscape plan.



LANDSCAPE PLAN



PROJECT FOR:
TOPTEL
GENERAL CONTRACTOR
614 BUSINESS PARKWAY
RICHARDSON, TX

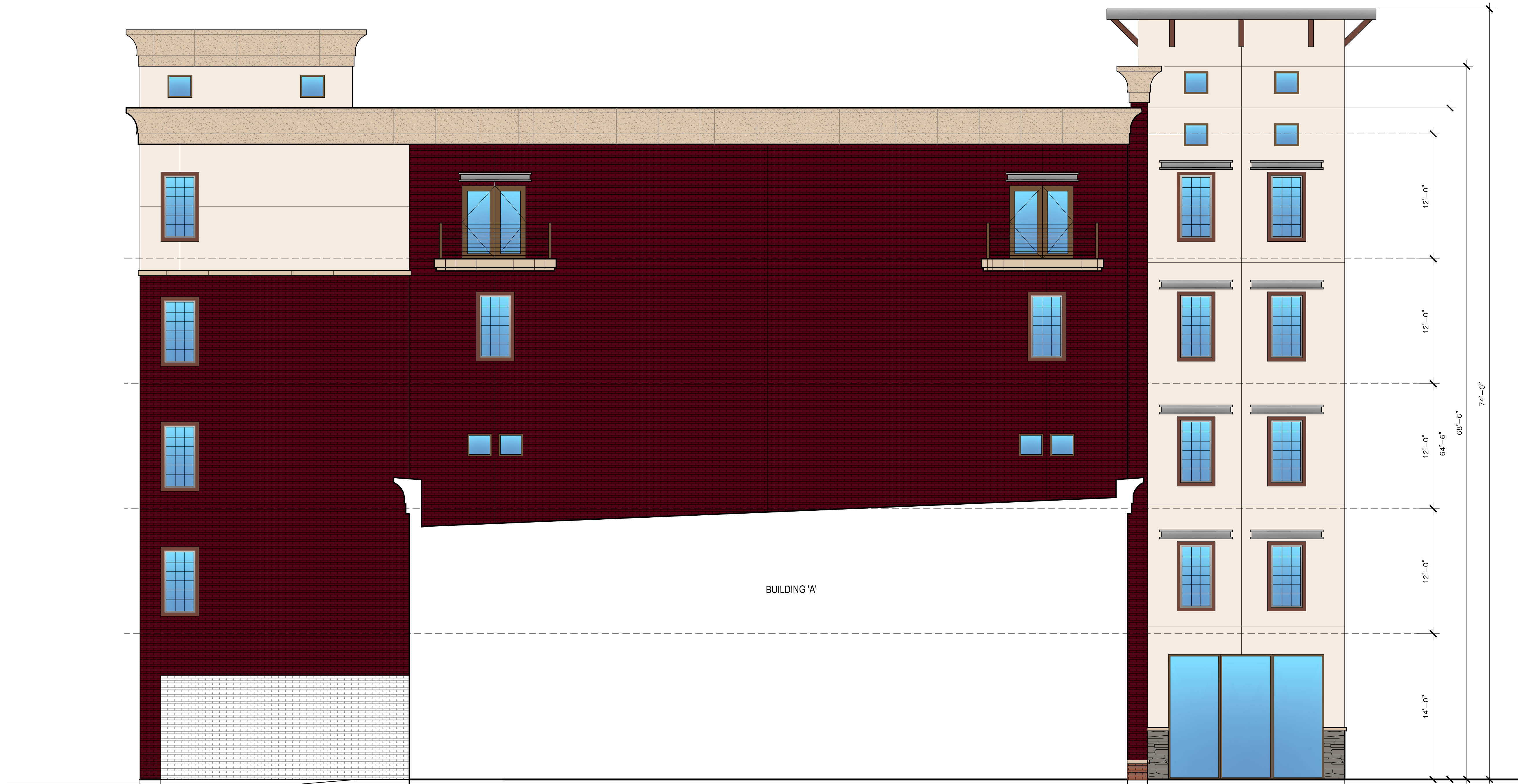
LAKE SHORE PLAZA
ELDORADO PKY & HILLSIDE DR
LITTLE ELM, TX

LANDSCAPE PLAN

DRAWN BY: AA ISSUE DATE: 4-15-2016
REVISION: 1 DATE: 5-4-2016

SHEET

LA.1



	STACKED STONE		PRE-FIN ALUM. FASCIA		E.I.F.S. CORNICE-ROUGH FINISH
	BRICK		PAINTED STEEL POST(S)		E.I.F.S.-SMOOTH FINISH
	TREATED CEDAR		STEEL CABLES		E.I.F.S. SCORING: $\frac{1}{8}$ "
	E.I.F.S. CORNICE-ROUGH FINISH		E.I.F.S. ACCENT ROUGH FINISH		DECORATIVE CAST STONE AT PATIO

Side Elevation-Building 'C' (East)
01 3/16" = 1'-0"

ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

Lakeshore Plaza
Mixed Use

Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

R1: 06-29-18
R2: 09-19-18
R3: 12-19-18 (MSTR.-SITE)
R4: 01-17-20 ('B'-SITE)
PD SUBMITTAL 05-15-20



05-15-20
PERMIT ONLY

Project #: 2003.00

EXTERIOR
ELEVATION

A2.4



Front Elevation-Building 'C' (North)
01 3/16" = 1'-0"

ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

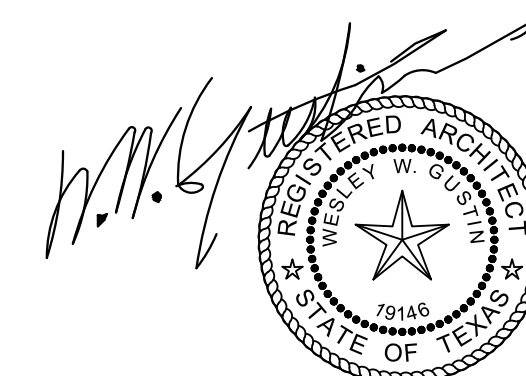
972-363-6155
www.triunearchitectureplc.com



Lakeshore Plaza
Mixed Use

Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

R1: 06-29-18
R2: 09-19-18
R3: 12-19-18 (MSTR.-SITE)
R4: 01-17-20 ('B'-SITE)
PD SUBMITTAL 05-15-20

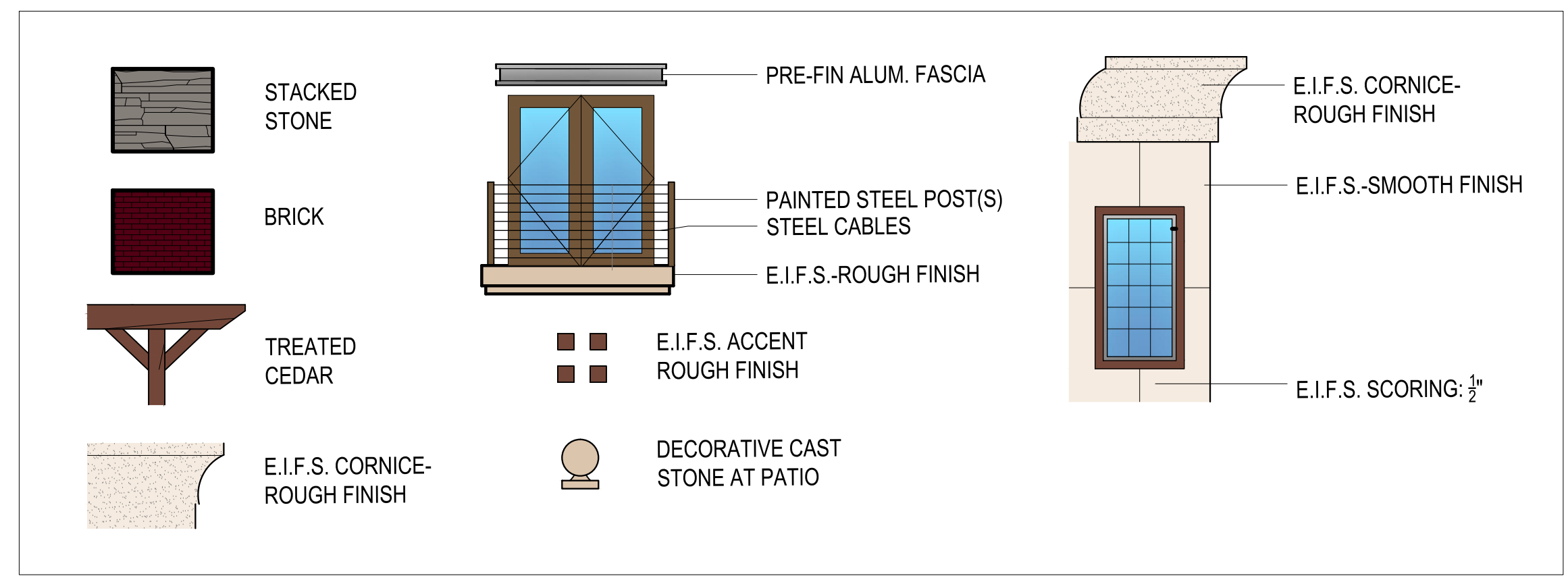


05-15-20
PERMIT ONLY

Project #: 2003.00

EXTERIOR
ELEVATION

A2.1



Rear Elevation-Building 'B' (South)
01 3/16" = 1'-0'

ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

972-363-6155
www.triunearchitectureplc.com



Lakeshore Plaza
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R1: 06-29-18
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R4: 01-17-20 ('B'-SITE)
PD SUBMITTAL 05-15-20



05-15-20
PERMIT ONLY

Project #: 2003.00

EXTERIOR
ELEVATION

A2.2



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 7. B.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Skye Thibodeaux, Planning Manager

AGENDA ITEM:

Consider Action to Approve a **Development Agreement between the Town of Little Elm and Matt Mahdi Shekari with Lake Shore Plaza Authorize the Town Manager to Execute Amendment for the Same Subject to the Planned Development Ordinance.**

DESCRIPTION:

Town staff has worked with the developer, Matt Mahdi Shekari with Lake Shore Plaza, with the proposed Planned Development (PD) as shown in PD Ordinance No. 1581. This agreement is intended to lock in the exhibits associated with the PD.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Development Agreement - Lakeshore Plaza PD

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT
FOR LAKESHORE PLAZA PD**

This Development Agreement for the Lakeshore Plaza Planned Development (“**Agreement**”) is entered into between Matt Mahdi Shekari with Lake Shore Plaza (“**Developer**”), whose address for purposes of this Agreement is 3899 Adams Lane, Frisco, TX, and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

Recitals:

1. Developer is the owner of approximately 4.4 acres located at the southwest corner of Hillside Drive and Eldorado Parkway, in the Town of Little Elm, Texas (the “**Property**”), which Property is more particularly described in **Exhibit A** attached hereto.
2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.
3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (“**Effective Date**”). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled (“**Term**”).

Section 3. Agreements. The Parties agree as follows:

- A. The negotiated and agreed upon zoning and development standards contained in the Lakeshore Plaza PD Ordinance, which incorporate by reference the general zoning regulations of the Town’s zoning ordinance, are hereby adopted and incorporated into this Agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

- A. **Applicability of Town Ordinances.** When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and

building/construction codes, whether now existing or arising prior to such construction in the future.

B. Default/Mediation. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. Venue. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. Relationship of Parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

E. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

F. Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

G. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

H. Surviving Rights. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

I. Applicable Laws. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. Authority to Execute. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

K. Amendments. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. Headings. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. Filing in Deed Records. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default

shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. Exactions/Infrastructure Costs. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. Waiver of Texas Government Code § 3000.001 et seq. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. Rough Proportionality. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. No Israel Boycott. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated

herein, the signatory executing this contract on behalf of Developer verifies by Developer's signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER

a _____ company

By: _____

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____

Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____

Caitlan Biggs
Interim Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this ____ day of _____, 202_, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this ____ day of _____, 202_, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

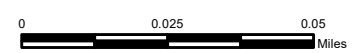
Property Description



Source: Google Imagery Date 9/7/2019



Lakeshore Plaza
Block A/Lot 1

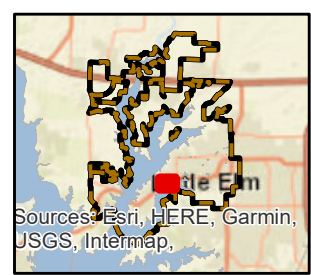


Legend

Subject Property

Town Limits

Location Map



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.

Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

R1: 06-29-18
R2: 09-19-18
R3: 12-19-18 (MSTR.-SITE)
R4: 01-17-20 ('B'-SITE)
PD SUBMITTAL 05-20-20
PD SUBMITTAL 11-20-20

11-11-20
PERMIT ONLY
Project #: 2003.00

SITE MASTER PLAN

A0.1
10-23-20



ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

NOTES:
1) ALL QUANTITIES ARE ESTIMATED AND ARE TO BE VERIFIED BY THE CONTRACTOR
2) THE CENTRAL LEADER SHALL BE INTACT.

PLANT TABULATION				
QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE	NOTES
	DRAKE ELM	Ulmus parvifolia 'Drake'	4" CAL.	SINGLE TRUNK
	BURR OAK	Quercus macrocarpa	4" CAL.	SINGLE TRUNK
	CHINESE PISTACHIO	Pistacia chinensis	4" CAL.	SINGLE TRUNK
	SHUMARD RED OAK	Quercus shumardii	4" CAL.	SINGLE TRUNK
	CEDAR ELM	Ulmus crassifolia	4" CAL.	SINGLE TRUNK
	POND CYPRESS	Taxodium ascendens	4" CAL.	SINGLE TRUNK
	VITEX	Vitex agnus-castus	4" CAL.	MULTI-TRUNK; 3 CANES MINIMUM: 6HL
	DWARF WAX MYRTLE	Myrica pusilla	5 GAL.	FULL - 36"OC (2117 SF)
	MEXICAN FEATHERGRASS	Nassella tenuissima	1 GAL.	FULL - 24"OC (2494 SF)
	RED YUCCA	Hesperaloe parviflora	3 GAL.	FULL - 24"OC (631 SF ALL OTHER BEDS)
	GOLDEN SWORD YUCCA	Yucca filamentosa 'Gold Sword'	3 GAL.	FULL - 24"OC
	GREY SANTOLINA	Santolina chamaecyparissus	1 GAL.	FULL - 18"OC
	GREEN SANTOLINA	Santolina rosmarinifolia	1 GAL.	FULL - 18"OC
	SPINELESS PRICKLY PEAR CACTUS	Opuntia ellisiana	5 GAL.	FULL - 30"OC
	MAIDEN GRASS 'MORNING LIGHT'	Miscanthus sinensis 'Morning Light'	5 GAL.	FULL - 36"OC
	BERMUDA GRASS	Cynodon dactylon	SQ FT	HYDROMULCH (if season allows)
	COLORADO RIVER ROCK		SQ FT	

PLANT LEGEND

Burr Oak

Shumard Red Oak

Cedar Elm

Chinese Pistachio

Pond Cypress

Ulmus parvifolia 'Drake'

Mexican Feathergrass

Dwarf Wax Myrtle

Lantana

Vitex Tree

Maiden Grass 'Morning Light'

Spanish Lavender

Spineless Prickly Pear Cactus

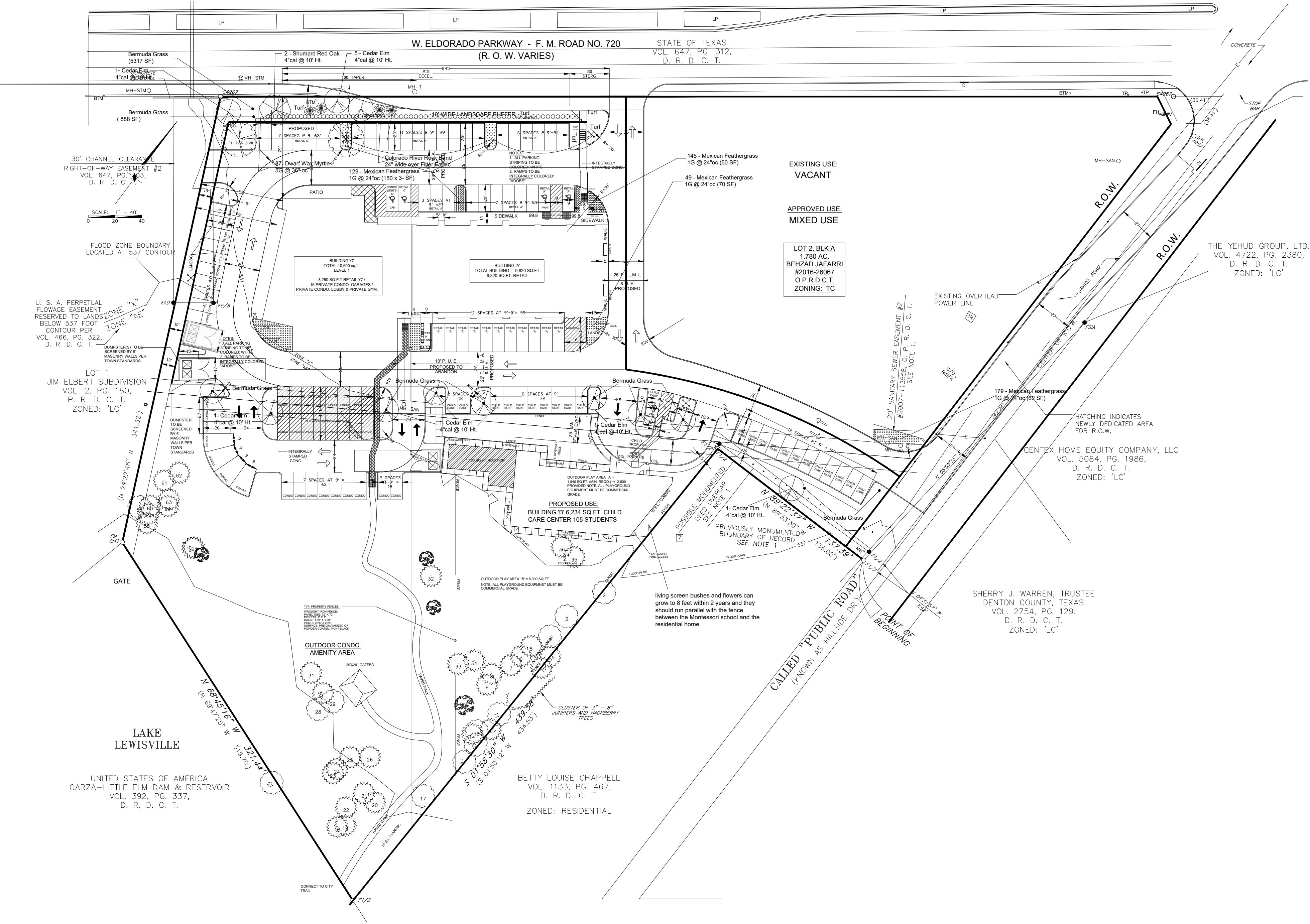
Bush

Santolina chamaecyparissus

Large Moss Boulders

Yucca filamentosa 'Gold Sword'

Red Yucca



LANDSCAPE PLAN

LANDSCAPE POINT SYSTEM

REQUIRED POINTS FOR THIS SITE	20 POINTS
Enhanced Hardscape Paving	5 POINTS
Enhanced Landscaping	5 POINTS
Enhanced Site Canopy	5 POINTS
Enhanced Streetscape Elements	5 POINTS

LANDSCAPE REQUIREMENTS

INTERIOR LANDSCAPE REQUIREMENTS:
GROSS VEHICULAR USE AREA(PAVEMENT) = 40,254.0 SF
10% OF GROSS VEHICULAR USE AREA = 4,025.40 SF
INTERIOR LANDSCAPE REQUIRED = 4,025.40 SF
INTERIOR LANDSCAPE PROVIDED = 24,240 SF (BUFFERS N.I.C.)
SURPLUS INTERIOR LANDSCAPE PROVIDED = 20,214.6 SF (20 %)
(PROVIDE 1 LARGE CANOPY TREE/400 SF OF INTERIOR LANDSCAPE REQUIRED)
REQUIRED TREES: 10 TREES

(PARKING LOTS SHALL CONTAIN PLANTED ISLANDS AT MINIMUM OF 9'x 18' OR 162 SF)
(PLANTED ISLANDS SHALL CONTAIN 1 LARGE CANOPY TREE. THESE TREES CAN BE COUNTED TOWARDS THE REQUIRED NUMBER OF INTERIOR TREES.)
REQUIRED TREES/ISLANDS: 13
PROVIDED TREES/ISLANDS: 13

PERIMETER LANDSCAPE REQUIREMENTS:
REQUIRED: 20' LANDSCAPE BUFFER ADJACENT TO PUBLIC R.O.W.
PROVIDED: 20' LANDSCAPE BUFFER ADJACENT TO PUBLIC R.O.W. (5,890 SF)
REQUIRED: 10' LANDSCAPE BUFFER BETWEEN ADJACENT PROPERTIES
PROVIDED: 10' LANDSCAPE BUFFER ALONG WEST PROPERTY LINE (1,917 SF)

REQUIRED TREES IN 20' LANDSCAPE BUFFER: (1 CANOPY TREE/30 LF) 316/30 = 11 TREES
PROVIDED TREES IN 20' LANDSCAPE BUFFER: (1 CANOPY TREE/30 LF) = 12 TREES

REQUIRED TREES IN 10' LANDSCAPE BUFFER: (1 CANOPY TREE/50 LF) 237/50 = 5
PROVIDED TREES IN 10' LANDSCAPE BUFFER: (1 CANOPY TREE/50 LF) = 6 TREES

CITY LANDSCAPE NOTES

- A. The owner, tenant, and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and such activities common to the maintenance of landscaping.
- B. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping.
- C. No substitutions for plant materials is allowed, without written and stamped approval by the Director on a revised landscape plan.
- D. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will be maintained. The Town may require revegetation to prevent erosion or slippage.
- E. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within thirty (30) days or a date approved by the Director, based on current seasons and weather conditions (i.e. drought or freeze).
- F. When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution of plant material is not allowed without prior written authorization from the Director.
- G. All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.
- H. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the Landscape Ordinance.
- I. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.
- V. General Standards.
- A. Quality. Plant materials used in conformance with the provisions of this ordinance shall conform to the standards of the American Standard for Nursery Stock, or equal thereto. Grass seed, sod and other material shall be clean and reasonably free of weeds and noxious pests and insects.
- B. Quantity. The quantity of plant material required by this Ordinance must equal or exceed the minimum number of plants required by this Ordinance. Unless otherwise noted on the approved Landscape Plan, required plant material can be placed in groupings or utilized in appropriate planting designs that are proposed by the Landscape Architect and approved by the Town. All required landscaped open areas shall be completely covered with living plant material. Mulch and rock can be used in conjunction with shrub and tree plantings in smaller areas.
- C. Trees. Trees required by this ordinance shall be from the Recommended Plant Materials list or a species recommended by the Landscape Architect and approved on the landscape plan. All required trees shall be common to this area of Texas, and shall have a single trunk limbed up to 6 feet. Trees shall be of a minimum of two and a half (2 1/2) to three (3) caliper inches when measured twelve (12) inches above ground at time of planting. When the type of tree required is unclear, it is assumed that a Large Canopy tree is required, unless otherwise approved by the Director.
1. No more than twenty-five (25%) percent of the required trees shall be of the same species for any tree type (Large, Small, Urban) in order to discourage mono-cultures.
2. Three (3) trees from the Small Ornamental tree list may be substituted for one (1) Large Canopy tree, not to exceed twenty-five (25) percent of the required large trees.
3. Large Canopy trees must be planted four feet (4') or greater from curbs, sidewalks, utility lines, screening walls and/or other structures. Small trees can be placed closer than four feet (4'), with approval on landscape plan. Utility installation that includes common trench and conduit banks is exempt from the Large Canopy tree planting distance requirements.
4. Trees and shrubs shall not overhang or encroach upon walkways, drives, parking areas, and traffic signs to the extent that they interfere with the intended use of these facilities.
5. Tree wells shall be a minimum 20 square feet in size with generally similar lengths and widths.
6. No landscaping shall be required for the interior of structured parking facilities.
- D. Shrubs and Hedges. Evergreen screening plants shall be at least twenty-four inches (24") high at time of planting and shall be a type and species on the recommended plant list that will attain a minimum height of three feet (3') within eighteen (18) months of planting and will form a continuous hedge. Sporadic breaks in the hedge row may be approved to achieve unique designs.
- E. Vines. Vines shall be a minimum of two feet (2') in height immediately after planting and may be used in conjunction with fences, screens, or walls to meet screening requirements as specified.
- F. Ground cover. Ground covers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one year of planting.
- G. Lawn grass. Grass areas shall be sodded, except that large, expansive lawn areas may be hydromulched, plugged, sprigged, or seeded with approval from the Director, as long as the edges, adjacent to the curb, are sodded.
- H. Hardscape. Horizontal hardscape elements, where required, should utilize smooth cobble river stone, where appropriate.
- I. Credit for existing trees. Any protected trees preserved on a site meeting the herein specifications shall be credited toward meeting the tree requirement of landscaping provisions that apply to the area where the tree is preserved. Trees of exceptional quality due to size, large canopy cover, trunk diameter, rareness, age or species may, at the discretion of the Director, be credited as two trees under the minimum Landscape Area requirements.
- J. Compliance Letter. Prior to issuance of a CO, a letter must be submitted to the Director from the Landscape Architect indicating the site is in compliance with the approved landscape plan.

GENERAL LANDSCAPE NOTES

1. All landscape areas are to be received within .1' of proposed finish grade and free from all trash and debris.
2. All trees are to be planted in pits twice the diameter of the tree ball and no deeper than the depth of the ball. Scarify all tree pit sides prior to planting. All trees are to be planted plumb and at or slightly above finish grade. All tree pits are to have a 3" watering saucer formed around the perimeter of the pit. All tree pits are to be top dressed with a 2" layer of shredded hardwood mulch. Stake and / or guy trees only at the direction of the landscape architect.
3. Rotovate the existing soil of all planting beds to a minimum depth of 6". Add a 3" layer of premium compost as supplied by Living Earth Technology and till into the top 3" of the existing soil. Install all shrubs 1" above finish grade and fertilize with Agri-form slow release fertilizer tablets at the manufacturer's recommended rates of application. Top dress all planting beds with a 2" layer of shredded hardwood mulch.
4. All planting beds not formed by a concrete curb or sidewalk are to edged with Steel Edging (1/8"x4" painted green) or an approved equal. All edging stakes are to be placed to the inside of the bed and the top of the edging is to be no less than 1" and no more than 1.5" above proposed finish grade.
5. All turf areas are to be hydromulch Bermudagrass, unless otherwise noted on the plan.
6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
7. All sodded areas are to receive common bermuda sod laid parallel to the contour of the land. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x12" wooden stakes. All sod is to be laid with tight joints and with all joints staggered. Roll all sod with a water ballast lawn roller upon installation and fertilize with a complete fertilizer (13-13-13) at the rate of 1.5# actual nitrogen per 1000 square feet. Water all sod thoroughly.
8. All irrigation meter(s) are to be by utility contractors as per local codes. Irrigation sleeves to be installed by licensed irrigation contractor as per the plan.
9. All irrigation controllers are to have mini-click freeze and rain stats installed as per manufacturer's recommendations.
10. All irrigation sleeves to be by licensed irrigation contractor.
11. All turf and planting beds to be zoned separately. All planting bed heads to be on 12" pop-up risers. All turf heads to be on 4" pop-up risers. All valves to be plastic valves. All equipment to be Rainbird or approved equal.
12. All mainline and lateral line to have a minimum of 12" of cover and to be SDR (class 20) pipe.
13. Quantities shown on plant list are landscape architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at spacing designated for bed sizes and configurations shown on the plans regardless of quantities designated on plant list.

IRRIGATION NOTES:

1. All landscaped areas shall be irrigated with an automatic irrigation system capable of providing the proper amount of water for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system, or a subterranean drip system as approved by the City Arborist.
2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.
3. Areas of open space which contain preserved trees need not be irrigated if the City Arborist determines irrigation would be harmful to the preserved trees.

PROJECT FOR:
TOPTEL
GENERAL CONTRACTOR
614 BUSINESS PARKWAY
RICHARDSON, TX

LAKE SHORE PLAZA
ELDORADO PKY & HILLSIDE DR
LITTLE ELM, TX

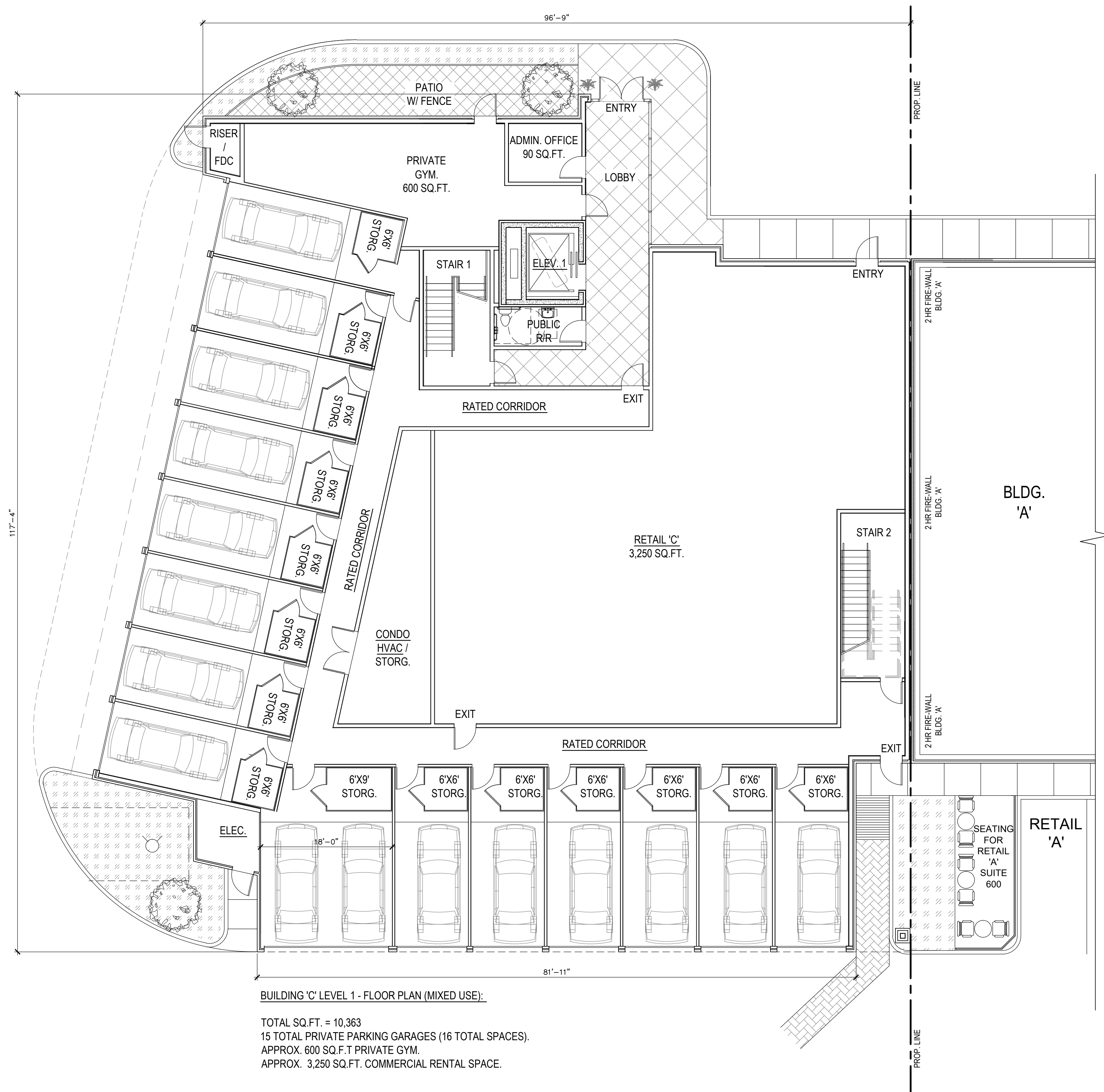
LANDSCAPE PLAN

DRAWN BY: AA ISSUE DATE: 4-15-2016

REVISION: 1 DATE: 5-4-2016

SHEET

LA.1



Level 1 – Overall
 01 1/8" = 1'-0"

PLAN NORTH

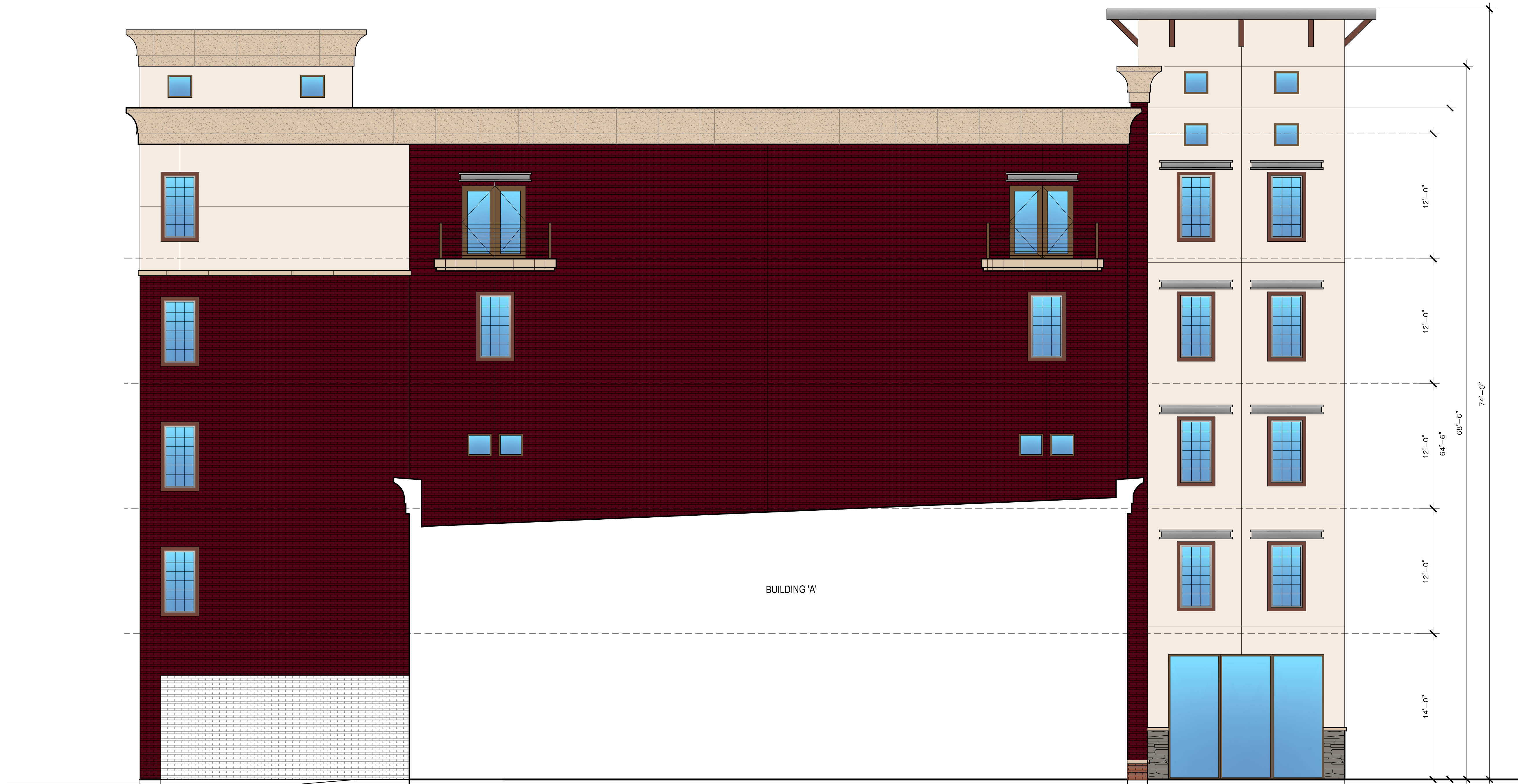
ANY MATERIALS OR METHODS
 CONTAINING OR USING ASBESTOS
 ARE PROHIBITED



10-26-20
 PERMIT ONLY
 Project #: 2003.00

Level 1
 Overall
 Floor Plan

A1.1



	STACKED STONE		PRE-FIN ALUM. FASCIA		E.I.F.S. CORNICE-ROUGH FINISH
	BRICK		PAINTED STEEL POST(S)		E.I.F.S.-SMOOTH FINISH
	TREATED CEDAR		STEEL CABLES		E.I.F.S. SCORING: $\frac{1}{8}$ "
	E.I.F.S. CORNICE-ROUGH FINISH		E.I.F.S. ACCENT ROUGH FINISH		DECORATIVE CAST STONE AT PATIO

Side Elevation-Building 'C' (East)
01 3/16" = 1'-0"

ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

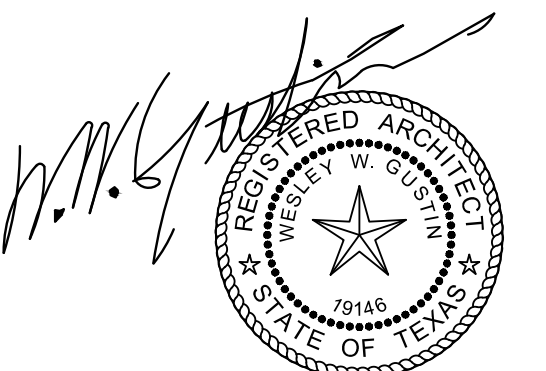
972-363-6155
www.triunearchitectureplc.com



Lakeshore Plaza
Mixed Use

Eldorado Pkwy.
and Hillside Dr.
Little Elm, TX
75206

R1: 06-29-18
R2: 09-19-18
R3: 12-19-18 (MSTR.-SITE)
R4: 01-17-20 ('B'-SITE)
PD SUBMITTAL 05-15-20



05-15-20
PERMIT ONLY

Project #: 2003.00

EXTERIOR
ELEVATION

A2.4



Front Elevation-Building 'C' (North)
01 3/16" = 1'-0"

ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

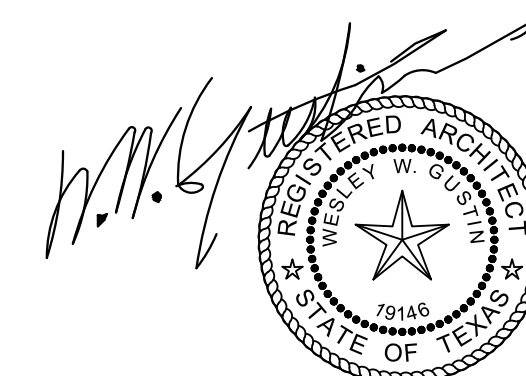
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R1: 06-29-18
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R3: 12-19-18 (MSTR.-SITE)
R4: 01-17-20 ('B'-SITE)
PD SUBMITTAL 05-15-20

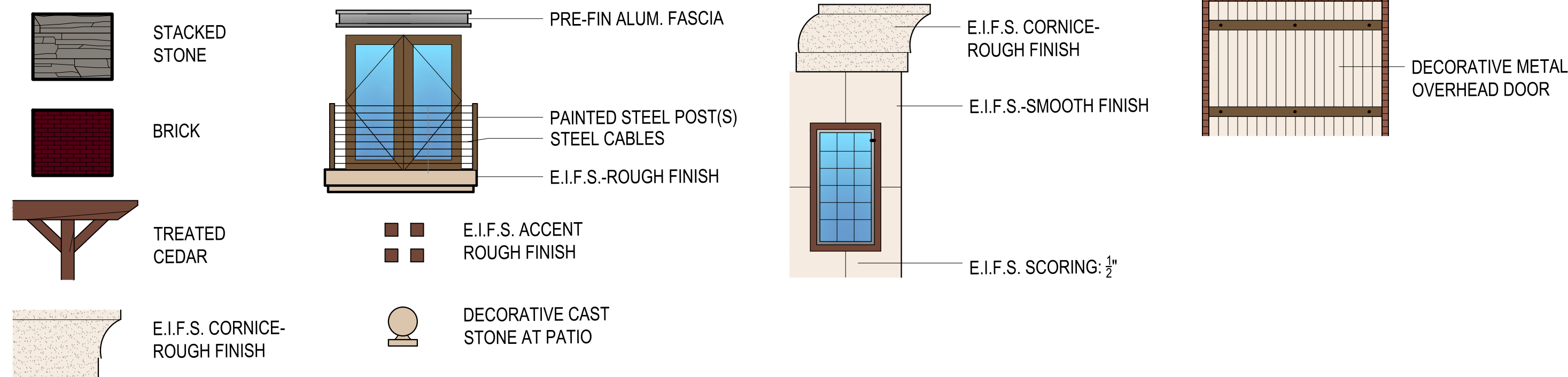


05-15-20
PERMIT ONLY

Project #: 2003.00

EXTERIOR
ELEVATION

A2.1



Rear Elevation-Building 'C' (South)
01 3/16" = 1'-0"

ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

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Lakeshore Plaza
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Little Elm, TX
75206

R1: 06-29-18
R2: 09-19-18
R3: 12-19-18 (MSTR.-SITE)
R4: 01-17-20 ('B'-SITE)
PD SUBMITTAL 05-15-20

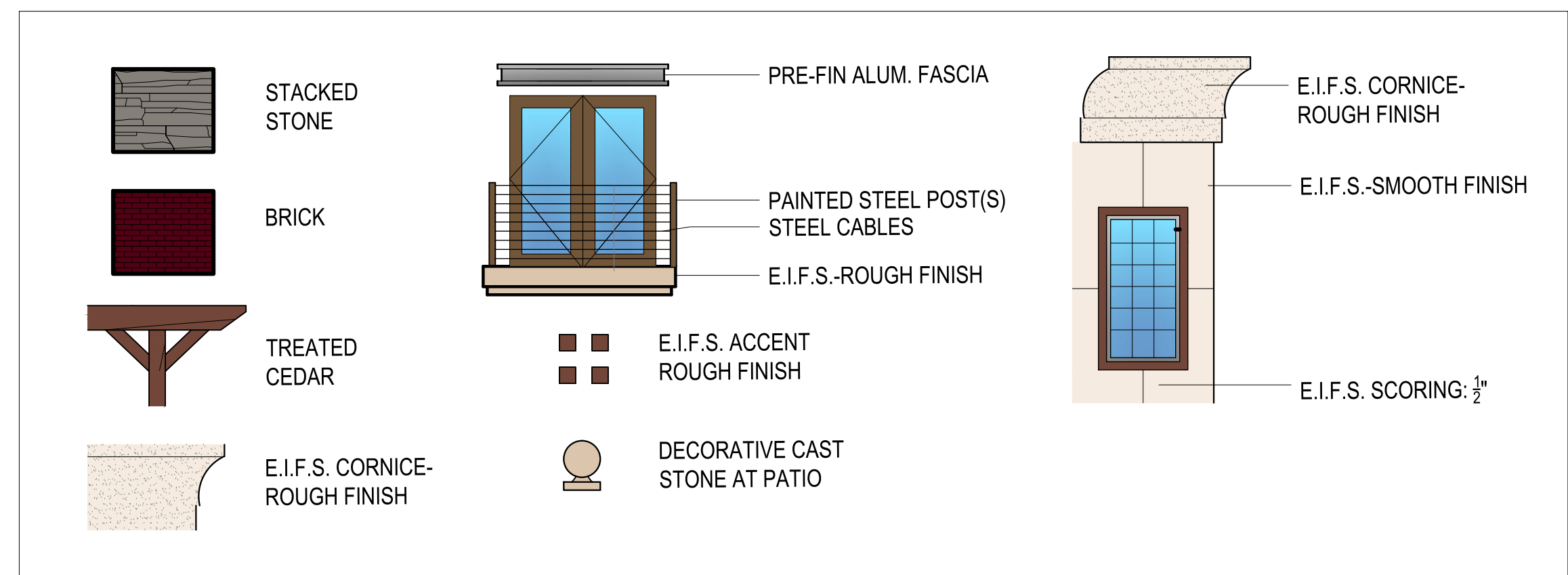


05-15-20
PERMIT ONLY

Project #: 2003.00

EXTERIOR
ELEVATION

A2.3



Rear Elevation-Building 'B' (South)
01 3/16" = 1'-0'

ANY MATERIALS OR METHODS
CONTAINING OR USING ASBESTOS
ARE PROHIBITED

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Lakeshore Plaza
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R1: 06-29-18
R2: 09-19-18
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R4: 01-17-20 ('B'-SITE)
PD SUBMITTAL 05-15-20



05-15-20
PERMIT ONLY

Project #: 2003.00

EXTERIOR
ELEVATION

A2.2

ORDINANCE NO. 1581

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY REZONING APPROXIMATELY 4.4 ACRES OF LAND FROM LAKEFRONT (LF) WITH SPECIFIC USE PERMIT FOR CHILD CARE CENTER TO PLANNED DEVELOPMENT-LAKEFRONT (PD-LF) WITH SPECIFIC USE PERMIT FOR CHILD CARE CENTER, TO ALLOW FOR THE USE OF COMMERCIAL AND MIXED USE WITH MODIFIED DEVELOPMENT STANDARDS, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF HILLSIDE DRIVE AND ELDORADO PARKWAY; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council, in 2003, reclassified the base zoning district and rezoned the property for commercial uses; and

WHEREAS, the applicant, Matt Mahdi Shekari, has requested to rezone the subject property, more specifically described on the attached Location Map, to allow for commercial and mixed use with modified development standards; and

WHEREAS, the Town Council and the Planning and Zoning Commission, in accordance with state law and the applicable ordinances of the Town, have given the required notices and held the required public hearings regarding the request to rezone the subject property contained in this Ordinance; and

WHEREAS, and 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 requested zoning 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. ZONING AMENDMENT. The Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for a Planned Development district (PD) on approximately 4.4 acres of land, to allow for the use of commercial and mixed use with modified development standards, generally located at the southwest corner of Hillside Drive and Eldorado Parkway, a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, and all other applicable ordinances, laws, rules, regulations, and standards.

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

The permitted uses and standards shall be in accordance with the Lakefront (LF) zoning district, and other applicable site development standards as laid out in the Town's Zoning Ordinance, as amended, unless otherwise specified herein:

- 1) **Changes to the adopted plans** – the project shall develop according to the updated site plan, landscape plan, and mixed-use structure elevations adopted within this ordinance.
- 2) **Block Face Requirement** - as approved by Town Council on July 5, 2017, development within this PD District shall be exempt from this requirement.
- 3) **Dumpsters** - an off-site dumpster for proposed Lot 3 is permitted as shown on proposed Lot 1R on the site plan exhibit adopted with this PD. A shared use dumpster agreement shall be executed and noted on the plat associated with the future proposed subdivision prior to the plat being recorded with Denton County.
- 4) **Accessory Structures** – proposed accessory structures within this District shall be reviewed at the discretion of the Development Services Director. Appeals to the Director's decision shall go before both the Planning & Zoning Commission and Town Council for final consideration.

5) Future Building & Construction Permits

- a. Interior layouts associated with this PD are conceptual and are subject to change.
- b. Future construction and building permit applications are subject to meeting relative International Codes and Engineering Design Standards, as amended.
- c. Potential changes to plans may also be subject to additional review and approval by USACE and/or TxDOT.

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 change 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. Upon adoption, this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 5th day of January, 2021.

ATTEST:

The Town of Little Elm, Texas

Kathy Phillips, Town Secretary

David Hillock, Mayor



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 7. C.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Skye Thibodeaux, Planning Manager

AGENDA ITEM:

Conduct a Public Hearing, Present, Discuss, and Consider Action to Approve **Ordinance No. 1587, Proposed Amendments to the Zoning Ordinance.**

1. Staff Report:
2. Open Public Hearing:
3. Receive Public Comments:
4. Close Public Hearing:
5. Discuss and Take Action:

DESCRIPTION:

Staff is proposing additions and modifications to various sections of the Zoning Ordinance that contain language associated with the former MH-2 District and current MH-1 District. The proposed changes are shown in the attached exhibit and reflect the November 17, 2020, work session discussion and direction between staff and Town Council. To briefly recap, the following elements were discussed in the work session:

1. Staff provided a brief zoning history of the MH-1 & former MH-2 Districts in regard to the following:
 - MH Districts prior to the August 2017 Zoning Ordinance Update
 - MH Districts post the August 2017 Zoning Ordinance Update
 - Differences between standards and regulations between each district
2. Staff provided information pertaining to the use of manufactured housing as it relates to the Comprehensive Plan and the Zoning Ordinance regarding the following:
 - The Town's vision for the subject use related to the Comprehensive Plan's Visual Character Survey and Future Land Use Plan
 - What the Zoning Ordinance states in regard to establishing a compatible base zoning district

when rezoning property

3. Staff related the above information to relative areas in Town (Castleridge Area & Preston on the Lakes).
4. Council directed staff to initiate a case to rezone an undeveloped tract in the Castleridge area from MH-1 to Duplex and to add a note to the MH-1 District's development standards intended to generally prohibit future manufactured housing developments.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

The Planning & Zoning Commission recommended approval of the proposed Zoning Ordinance text amendments.

Attachments

Ordinance 1587 - Zoning Amendments (MH Districts)

TOWN OF LITTLE ELM

ORDINANCE NO. 1587

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING CHAPTER 106, "ZONING," OF THE TOWN'S CODE OF ORDINANCES THROUGH TEXTURAL CHANGES TO VARIOUS SECTIONS OF THE ZONING ORDINANCE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the zoning ordinance ("**Zoning Ordinance**") of the Town of Little Elm, Texas ("**Town**"), is contained in Chapter 106 of the Town of Little Elm's Code of Ordinances ("**Code**"); and

WHEREAS, Town staff has recommended that the Zoning Ordinance be amended in various section via proposed textual changes to the Zoning Ordinance; and

WHEREAS, the Town's Planning and Zoning Commission and the Town Council of the Town of Little Elm, Texas, in accordance with the state law and the ordinances of the Town, have given the required notices and have held the required public hearings regarding the adoption of the proposed Zoning Ordinance amendments; and

WHEREAS, after due deliberations and consideration of the recommendation of the Town's 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 determine the various amendments to the Zoning Ordinance are in the best interest of public health, safety, and welfare of the residents of the Town.

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

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

SECTION 2. ADOPTION OF AMENDED ZONING ORDINANCE SECTIONS. That Ordinance No. 250 of the Town of Little Elm, Texas, as amended, is hereby repealed and amended by and through the adoption of the amended sections of the Zoning Ordinance, attached hereto, which amended Zoning Ordinance is hereby adopted.

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

SECTION 4. 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 5. 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 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 this Ordinance without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

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

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 5th day of January, 2021.

The Town of Little Elm, Texas

David Hillock, Mayor

ATTEST:

Caitlan Biggs, Interim Town Secretary

ATTACHMENT – AMENDED SECTIONS OF THE ZONING ORDINANCE

(m) *MH-1 Manufactured Home Single-Family District.*

(1) *Purpose.* Providing for certain manufactured and modular dwellings with specific reference to the seal of approval granted by appropriate state agencies and meeting federal standards and providing for single-family and two-family dwelling units.

(2) *Use regulations.* No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in [section 106.05.01](#)(a), "schedule of uses - residential."

(3) *Building materials.* Duplex and single-family residences located within this district may use cementitious fiberboard to fulfill the masonry building requirements.

(4) *Base district note.* The MH-1 District standards remain only for the purpose of establishing a base zoning district to support existing planned developments in Town with a base MH-1 district that were approved before January 5, 2021.

~~(4)~~ (5) *Height and area regulations.* In said MH-1 Manufactured Home Single-Family District the height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot, shall be as follows:

ARTICLE III, TABLE P	
MANUFACTURED HOME SINGLE-FAMILY DISTRICT DEVELOPMENT STANDARDS	
Maximum height	35'
Minimum front yard setback	25'
Minimum side yard setback	6'
Minimum side yard setback on corner ¹	28'
Minimum rear yard setback	20'
Minimum lot width (at building line) ²	60'
Minimum lot area	6,000 sq. ft.
Minimum floor area ³	1,000 sq. ft.

Note 1. Where interior lots have been planned or sold fronting on the side street, may project not more than ten feet in front of the line established for buildings by the front yard requirements for the interior lots on the side street, provided this regulation shall not be interpreted to reduce the buildable width of a corner lot in separate ownership at the time of the passage of this chapter, to less than 28 feet, and provided that the side yard regulations above shall be observed.

Note 2. The minimum width of a lot shall be measured at the front building line provided that where a lot has less width than herein required, in separate ownership at the time of the passage of this chapter, this regulation will not prohibit the erection of a single-family dwelling. Lots bordering streets on curves or contours shall be 80 feet in width at the building line.

Note 3. Each dwelling unit hereafter erected, constructed, reconstructed or altered in said Manufactured Home Single-Family District shall have a floor area, excluding basements, open and screened porches and garages, of not less than 1,000 square feet.

(Ord. No. 1407, § 2, 8-15-2017; Ord. No. 1501, § 2, 6-18-2019; Ord. No. 1527, § 2, 10-15-2019)

Sec. 106.01.06 - Zoning districts established.

The following zoning districts are established and are applied to property with the town as set forth on the official zoning district map.

ARTICLE I, TABLE A - Current Zoning Districts	
SF-RE	Ranchette Estate
SF-1	Single-Family 1
SF-2	Single-Family 2
SF-3	Single-Family 3
SF-4	Single-Family 4
SF-X	Single-Family Mixed
A-1	Single-Family A-1
A-2	Single-Family A-2
TH	Townhouse
PH	Patio Homes
MH-1	Manufactured Home District
MH-2	Manufactured Home Park
D	Duplex
MF	Multifamily
AG	Agricultural
O	Office
CF	Community Facilities

NS	Neighborhood Services
LC	Light Commercial
HC	Heavy Commercial
TC	Town Center
LI	Light Industrial
HI	Heavy Industrial

(Ord. No. 1407, § 2, 8-15-2017)

Sec. 106.02.11. - Map amendments to the zoning ordinance.

- (a) *Purpose.* The zoning ordinance official zoning map may be changed from time-to-time due to changes in market forces, development opportunities, or individual requests for development other than what is designated on the official zoning map. This section describes the process by which the official zoning map may be changed.
- (b) *Authority.* Any person or corporation having a legal or equitable ownership interest in any real property may petition the town council for a change or amendment to the official zoning map or the regulations relating to a specific tract of land located within the town. In addition, the planning and zoning commission may on its own motion or on request from the town council institute a study and proposal for such changes and amendments in the public interest.
- (c) *City initiation.* The town council may, from time to time, amend or change by ordinance the boundaries of the various zoning districts or the use and development regulations relating to a specific property in accordance with the manner provided by state law.
- (d) *Procedure and approval.*
 - (1) *Compliance with comprehensive future land use map (FLUP).* Before taking action on any proposed amendment or change, staff shall determine that the proposed amendment is consistent with the goals and vision of the comprehensive plan. If it is not, the staff recommendation shall be for denial unless or until a comprehensive plan change has been effected that would bring the request into compliance with the comprehensive plan.

ARTICLE II, TABLE A	
Future Land Use Plan/Zoning District Conversion Table	
Future Land Use Plan Designation	Supported Zoning Districts*
Estate Residential	AG, SF-RE, CF
Low Density Residential	A-1, A-2, SF-1, SF-2, SF-3, SF-4, SF-X
Medium Density Residential	TH, D, PH, SF-X
High Density Residential	MF, TH, PH
Manufactured Home Area	MH-1, MH-2 , D
Public/Semi-Public	CF
Parks and Open Space	AG, CF
Private Recreation	CF
Town Center	LF, CF

Retail/Office	O, NS, LC, CF
Business Commercial	LC, HC, LI, HI, CF
Lakefront District	N/A
Eldorado Corridor District	N/A

*PD zoning may be supported in any of the FLUP designations

- (2) *Comprehensive plan and zoning amendment considered concurrently.* A future land use plan amendment and a zoning change may be requested together, noticed together, and be considered at the same planning and zoning commission and town council meetings. If processed together there will not be an additional application fee. However, if a future land use plan amendment is requested separate from a zoning request, an application fee is required to be paid. The amount shall be equal to the zoning application fee.
- (3) *Notification prior to the planning and zoning commission public hearing.* The commission must hold a public hearing on any application for a zoning map amendment or change prior to making its recommendations and report to the town council. The following state mandated regulations must be met before the public hearing may be convened:
 - a. Written notice of all public hearings before the commission on a proposed amendment or change to the official zoning map, including an amendment or change to the use and development regulations governing a specific tract of land, must be sent to all owners of real property located within 200 feet of the property on which the change is requested. Notice must be given a minimum of ten days prior to the date set for the public hearing by mailing such notice properly addressed and postage-paid to each taxpayer as the ownership appears on the last approved town tax roll. A certificate of mailing shall be obtained from the postal service and copy of same shall be retained in the case records.
 - b. Notice of such hearing by the planning and zoning commission must be given by publication in the official newspaper of the Town of Little Elm stating the time and place of such public hearing a minimum of ten days prior to the hearing.
 - c. Public notification signs must be posted, per subsection (e), below, a minimum of ten days prior to the hearing and remain in place until the public hearing by the commission and must remain in place until the hearing before the town council.
 - d. Notice of the public hearing must be posted at town hall a minimum of 72 hours prior to the commission hearing.
- (4) *Commission recommendation.* The town council shall not take action on a proposed zoning amendment without a recommendation from the planning and zoning commission.
- (5) *Town council notification and approval.* A public hearing must be held by the town council before adopting any proposed zoning map amendment or development regulation change relating to a specific tract of land. The following state mandated regulations must be met before the public hearing may be convened:
 - a. Notice of the town council public hearing must be given by publication in the official newspaper of the Town of Little Elm stating the time and place of such public hearing a minimum of 15 days prior to the hearing.

- b. Public notification signs posted, per subsection (e), below, must remain in place until the public hearing by town council.
 - c. Notice of the town council public hearing must be posted at town hall a minimum of 72 hours prior to the hearing.
- (6) If a written protest against such change is submitted in accordance with section 106.02.13, "zoning amendment protest procedure," by the owners of 20 percent or more of either (i) the area of the lots or land covered by the proposed change or (ii) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, such map amendment shall not become effective except by the favorable vote of three-fourths of all the members of the town council.
- (7) In computing the percentage of land area under subsection (6), above, the area of streets and alleys shall be included.
- (e) *Public notification signage.*
- (1) Any person, firm or corporation requesting a change in zoning from one zoning classification to another zoning classification on a specific site or other amendments to the use and development regulations governing such property shall erect and maintain a notification sign, provided by the town upon said property. Such sign shall be:
 - a. Sized a standard four-foot by four-foot;
 - b. Located within 15 feet of the closest, adjacent, most heavily traveled thoroughfare;
 - c. Located perpendicular to the street so as to be clearly visible and both sides of the sign are clearly readable from the thoroughfare and not obstructed in any manner;
 - d. Located so as not to create a hazard to traffic on, entering or leaving public rights-of-way abutting the property; and
 - e. Erected on the subject property at least ten days prior to the public hearing of such request by the planning and zoning commission, and to remain continuously on said property until final action by the town council or withdrawal of the request by the applicant. Removal of the required public notification sign by the applicant prior to final action of the town council shall constitute a withdrawal of the request. Photographic proof (with time stamp) must be provided to staff to ensure that the notification signs have been placed on the property within the required timeframe.
 - (2) It shall be unlawful for anyone to remove, destroy, deface or obstruct the view of a required sign which gives notice that a zoning hearing has been requested, however, it shall be an affirmative defense to prosecution of the underlying zoning request has been finally approved or denied by the town council or if such request has been withdrawn by the applicant.
 - (3) In the event the applicant should fail to erect or maintain any required signs in accordance with any appropriate standard in this section, then the public hearing before the planning and zoning commission and/or town council must be postponed to a date in the future that allows adequate time for compliance.
 - (4) The sign shall be two-sided and state that a zoning change is requested and shall list a phone number of an appropriate town department that may be contacted for information regarding this request.
 - (5) There shall be a cost attributed to the receiving of each sign by the applicant and such cost shall be listed in the schedule of fees.
 - (6) Failure to comply with the posting of the signs required by this section 106.02.11(e), "map amendments to the zoning ordinance, public notification signage" or to otherwise strictly comply with the manner in which such signs are posted, shall not invalidate any public hearing or action taken by either the commission or the town council relating to a request to amend the zoning regulations relating to the property.

(Ord. No. 1407, § 2, 8-15-2017)

- (a) *Use regulations.* No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in section 106.05.01(a), "schedule of use - residential."
- (1) *Permit required.* Mobile home parks and recreational vehicle parks shall be permitted with a zoning change as defined in section 106.02.11, "map amendments to the zoning ordinance."
 - (2) *Screening from other uses.* Each mobile home or recreational vehicle park boundary, except those adjacent to a street or highway right-of-way, shall be provided with a continuous natural or artificial barrier.
 - (3) *Water supply.* Mobile home parks and recreational vehicle parks shall provide an adequate supply of pure water to all mobile home or recreational vehicle spaces within said parks in accordance with applicable ordinances. Each individual mobile home space shall be provided with a cold water tap not less than four inches above the ground. All plumbing work performed within a mobile home or recreational vehicle park shall comply in all respects with the requirements of the plumbing code, as revised.
 - (4) *Sewage disposal.*
 - a. Wastewater from showers, bathtubs, flush toilets, lavatories, and laundry facilities within the service and/or other buildings within the mobile home or recreational vehicle park, in addition to dump station facilities, shall be discharged into a public sewer system in compliance with applicable ordinances.
 - b. Each mobile home or recreational vehicle space located within a mobile home or recreational vehicle park facility shall be provided a trapped sewer not less than four inches in diameter. The trapped sewer in each mobile home or recreational vehicle space shall discharge wastewater into a public sewer system in compliance with applicable ordinances.
 - (5) *Electrical service.* Electrical service to individual mobile home spaces and recreational vehicle spaces, in addition to any service and/or office buildings, shall conform to those requirements specified in the most recently adopted edition of the National Electrical Code.
 - (6) *Garbage receptacles.*
 - a. Within mobile home or recreational vehicle parks, trash dumpsters and/or garbage cans possessing secure covers shall be provided in quantities adequate to permit disposal of all garbage and rubbish. Such garbage receptacles shall be located not farther than 300 feet from any mobile home or recreational vehicle space. These receptacles shall be maintained in sanitary conditions at all times. Garbage and rubbish shall be collected and disposed of as frequently as may be necessary to ensure that said receptacles shall not overflow.
 - b. Fees for collection and disposal of garbage shall be in accordance with the applicable ordinance governing and regulating residential refuse services.
 - (7) *Fire protection.*
 - a. *Fire extinguishing equipment required.* Each mobile home or recreational vehicle park shall be equipped at all times with fire extinguishing equipment in good working order, of such type, size and number located within the park as to satisfy applicable regulation as stated in the fire code. No open fires shall be permitted in any place which may endanger life or property. No open fires shall be unattended at any time.
 - b. *Fire hydrants required.* Standard fire hydrants, in workable condition, shall be located within 500 feet of each mobile home or recreational vehicle space. All such fire hydrants shall be connected to not less than a six-inch diameter water line.

- c. *Individual mobile home or recreational vehicle space numbering system required.* Within all mobile home and recreational vehicle parks, each mobile home or recreational vehicle space shall be assigned a unique letter and/or number description. Such numbering or lettering shall be not less than three inches in size and of a reflective and shall be displayed on the mobile home or recreational vehicle space in a conspicuous location, visible from the internal circulation road which abuts the front yard of the mobile home or recreational vehicle space.
- d. *Park directory required.* All mobile home or recreational vehicle parks, as herein defined, shall provide in a conspicuous location at each entrance to a public right-of-way a diagram displaying the location of each mobile home or recreational vehicle space within the park. The location of such diagram shall be identified by a blue light which will be clearly visible to anyone entering the park. The diagram of the park layout shall be enclosed in a weatherproof facility.

(b) *Definitions.* For purposes of this section, the following definitions shall apply:

Licensee means any person licensed to operate and maintain a manufactured home or recreational vehicle park under the provisions of this chapter.

Manufactured home park means and includes any area used, owned or operated by any person, association of persons, firm or corporation for the purpose of locating thereon any mobile or HUD-Code manufactured home.

Manufactured home space means a plot of land within a manufactured home park designed for the accommodation of one manufactured home in accordance with the requirements of this chapter.

Natural or artificial barrier means any embankment, fence, hedge, or other feature that serves to block direct pedestrian access or visibility.

Owner is to include the person in whose name the title to the lot, block, tract, or parcel of land is shown to be.

Operator is defined to include the person in charge of operating any manufactured home, either under written or verbal lease, or any other arrangements whereby he exercises control over the premises.

Person means any natural individual, firm, trust, partnership, association, or corporation.

Recreational vehicle may be constructed as including any of the following:

Camping trailer is a canvas, folding structure mounted on wheels and designed for travel, recreation and vacation use.

Motor home is a portable, temporary dwelling to be used for travel, recreation, and vacation, constructed as an integral part of a self-propelled vehicle.

Pick-up coach is a structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, and vacation.

Recreational vehicle park means any lot or tract of land designed to accommodate two or more recreational vehicles as defined and which exists as a privately owned/operated enterprise for the purpose of realizing a monetary profit.

Recreation vehicle space means a plot of land within a recreational vehicle park designed for the accommodation of one recreational vehicle in accordance with the requirements of this chapter.

Travel trailer means a vehicular structure build on a chassis with body width less than eight feet and body length less than 32 feet, said structure designed to be transported and intended for human occupancy as a dwelling for short periods of time and containing limited or no kitchen or bathroom facilities.

(c) *Mobile home park district regulations.* In the Manufactured Home Park District (MH-2) a park storage building, office, caretaker's quarters, laundry house, or other support structure or building for

the mobile home park in general shall comply with the minimum setback requirements for the main building.

(1) *Special permit requirement.*

- a. *Application for special permit.* In the event that a special permit shall be required, application for said permit shall be made to the council, such application to be filed with a complete plan (in triplicate) of the mobile home or recreational vehicle park facility in conformity with this chapter, development plans and specifications. Plans and specifications of all buildings, improvements, and facilities constructed or to be constructed within the mobile home or recreational vehicle park shall be provided in triplicate. Such application for special permit shall be subject to the review and approval procedure as determined by the town.
- b. *Transfer of special permit.* An existing special permit may be transferred from one individual or corporation to another individual or corporation without a public hearing, upon application to the town council.

(2) *License.* It shall be unlawful for any person to maintain or operate a mobile home or recreational vehicle park within the limits of the town, unless such person shall first obtain a license as issued by the building official. Such license shall be valid for a period not to exceed one year and is subject to renewal upon expiration.

(3) *License fees.* Refer to the town's schedule of fees for current license fees.

(4) *Application for license.*

- a. Application for initial license. An application for initial development of a mobile home park or recreational vehicle park shall be filed with and issued by the building official. The application shall be in writing, signed by the applicant, and shall include the following:
- b. The name and address of the applicant.
- c. The location and legal description of the mobile home or recreational vehicle park.
- d. A complete plan of the subject park in conformity with the requirements of this chapter.
- e. Plans and specifications of all buildings, improvements, and facilities constructed or to be constructed within the mobile home or recreational vehicle park.
- f. Evidence of special permit approval, if required.
- g. Such additional information as may be required by the building official to facilitate a determination as to compliance of the proposed park with established legal requirements. The application and all accompanying plans and specifications shall be filed in triplicate. The building official shall inspect the application and the proposed plans and specifications. In the event that the proposed mobile home or recreational vehicle park will, when constructed or altered in accordance with such plans and specifications, be in compliance with all provisions of this chapter and all other applicable ordinances and statutes, the building official shall approve the application, and upon completion of the park according to the plans, shall issue the license.
- h. In those instances in which a mobile home or recreational vehicle park is proposed for development which fails to reasonably satisfy particular requirements as herein prescribed, a variance to certain of these requirements may be requested of the board of adjustment. Those requirements for which a variance may be granted, in addition to the procedure governing the operation of the board of adjustment are delineated in the board of adjustment, zoning ordinance of the town.
- i. Application for renewal license. Upon application in writing by a licensee for renewal of a license and upon payment of the annual license fee, the building official, shall conduct an on-site inspection of the subject mobile home or recreational vehicle park to ascertain compliance with the requirements established in this chapter. Subsequent to a

determination of compliance, the building official shall issue a certificate renewing such license for another year.

- j. Transfer of license. Upon application in writing for a transfer of license, the provision of evidence of special permit transfer, if required, and payment of the license transfer fee, the building official shall issue a transfer of license.
 - k. Expiration date of license. All licenses issued under the terms and conditions of this chapter shall expire on December 31 following the issuance date.
 - l. Nonconforming mobile home or recreational vehicle parks. Such mobile home or recreational vehicle parks lawfully in operation on the effective date of the ordinance from which this chapter is derived and not in compliance with those regulations established herein, may, upon application to the building official for license renewal be permitted to continue that operation as a nonconforming mobile home or recreational vehicle park facility. Any expansion and/or extension of said nonconforming mobile home or recreational vehicle park, however, is subject to and shall be in compliance with the regulations established in this chapter.
 - m. Mobile home plats. Mobile home plats shall not be constructed in phases, but shall be completed as one unit.
- (5) *Location.* Mobile home parks may be located only in conformity with the comprehensive zoning ordinance of the town and, in addition to the requirements contained herein, each boundary of the park must be at least 200 feet from any permanent residential building located outside the park, unless separated therefrom by a natural or artificial barrier, or unless a majority of the property owners according to area within said 200 feet consent in writing to the establishment of the park, provided, however, that the provisions of this section shall not apply to mobile home parks already in existence and operation at the time of the passage of this chapter.
- (6) *Mobile home park regulations.* The regulations described herein govern the development, operation, and maintenance of those mobile home parks which exclusively accommodate mobile home uses as previously defined and do not provide facilities to accommodate recreational vehicles, as defined below:
- a. The park shall be located on a well-drained site, properly graded to ensure rapid drainage and freedom from stagnant pools of water.
 - b. Mobile home spaces shall be provided consisting of a minimum of 2,500 square feet for each space which shall be at least 40 feet wide and clearly defined; provided, however, that mobile home parks in existence on the effective date of the ordinance from which this chapter is derived which provide mobile home spaces having a width or area less than that hereinabove prescribed may continue to operate with spaces of the existing width and area, but in no event shall any mobile home space be less than 25 feet wide and have an area of less than 1,250 square feet.
 - c. Mobile homes shall be so harbored on each space that there shall be at least a 25-foot clearance between mobile homes, provided, however, that with respect to mobile homes parked end-to-end, the end-to-end clearance may be less than 15 feet but shall not be less than ten feet. No mobile home shall be located closer than 15 feet from any building within the park or from any property line bounding the park.
 - d. All mobile home spaces shall abut upon a driveway of not less than 20 feet in width, which shall have unobstructed access to a public street, alley or highway.
 - e. Concrete walkways not less than five feet in width shall be provided from the mobile home spaces to the service buildings.
 - f. All driveways and walkways within the park shall be constructed of concrete and be illuminated at night with electric lamps. See article VI, part five, lighting, for more information.

- g. It shall be unlawful for any person operating a mobile home park or occupying a mobile home to construct or permit to be constructed within such park any site-built addition to a mobile home. Manufactured components and awnings of canvas or metal, suitably constructed, may be attached to a mobile home.
 - h. One accessory building per mobile home space shall be permitted, provided that said building is located within a rear or side yard and is not placed within 20 feet of any mobile home space lot line.
 - i. The distance from any part of a mobile home to an internal road or street shall be at minimum ten feet.
 - j. Not less than eight percent of the gross land area within the mobile home park site is to be utilized for common recreation purposes. No recreation areas shall be comprised of less than 2,500 square feet.
 - k. All site-built structures located within the mobile home park shall be constructed and/or placed in compliance with the building code.
 - l. The mobile home park development plan shall comply with all applicable requirements as stated in the subdivision ordinance.
 - m. Each park shall provide service buildings to house such toilet, bathing and other sanitation facilities and such laundry facilities as are hereinafter more particularly prescribed.
 - n. An electrical outlet supplying at least 110 volts shall be provided for each mobile home space.
- (7) *Service buildings for mobile home parks (laundry and sanitation facilities).*
- a. The provision of common laundry facilities is not required in mobile home parks exclusively serving mobile home uses, as previously defined. In the event that common laundry facilities are to be provided within a mobile home park, toilet and lavatory accommodations are to be afforded in accordance with the building code.
 - b. The provision of sanitation facilities (i.e., showers, dressing accommodations, toilets, lavatories) is not required in mobile home parks exclusively serving mobile home uses as previously defined.
- (8) *Foundation requirements.* All mobile home foundations shall be adequately enclosed or skirted and tied down within 60 days of permit date.
- (9) *Completion bonds.* Mobile home builders/developers are to post completion bonds equal to 100 percent of the value of the roads for the entire mobile home park.
- (d) *Recreational vehicle (RV) park regulations.* The regulations described herein govern the development, operation, and maintenance of recreational vehicle parks, as previously defined.
- (1) *RV park development requirements.* Recreational vehicle parks shall be developed to conform to those requirements as herein delineated:
- a. Recreational vehicle parks shall be designed so as not to exceed a maximum of 20 units per acre.
 - b. No minimum area is established for a recreational vehicle space except that utility hookups shall be located such that a ten-foot clearance shall be maintained between recreational vehicle when parked.
 - c. Not less than eight percent of the gross land area within the park site is to be utilized for common recreational purposes.
 - d. Internal streets shall be paved and shall exhibit the appropriate dimension as required in the following:
 - 1. One-way, no parking, 11 feet, (acceptable only if park provides less than 25 spaces);

2. One-way, parking on one side only, 18 feet, (acceptable only if park provides less than 50 spaces);
 3. Two-way, no parking, 24 feet;
 4. Two-way, parking on one side only, 27 feet;
 5. Two-way, parking on either side, 34 feet.
- (2) *RV parking.* Spaces shall be provided at the park office that will accommodate five recreational vehicles. Each recreational vehicle space shall afford parking and maneuvering space sufficient such that the parking, loading, etc., of recreational vehicles shall not necessitate the use of any public right-of-way or privately owned property, which may abut the park.
- a. Each recreational vehicle space provided with electrical service shall be so served through an underground distribution system. The park office and/or service building may receive electrical service as provided through overhead facilities.
 - b. Each recreational vehicle park shall provide, at minimum, one sanitary disposal site (i.e. dump station) which discharges into the town sewage system.
 - c. All site-built structures located within the recreational vehicle park shall be constructed and/or placed in compliance with the building code.
 - d. The recreational vehicle park development plan shall comply with all applicable requirements as stated in the subdivision ordinance.
- (3) *Service buildings for RV parks (laundry and sanitation facilities).* Each recreational vehicle park shall provide one or more service buildings for the use of park patrons. Said service buildings shall provide for:
- a. One flush toilet for women;
 - b. One flush toilet for men;
 3. One lavatory for each sex;
 4. One shower and dressing accommodation for each sex, provided in an individual compartment or stall;
 5. One washing machine;
 6. One slop sink, not less than 14 by 14 inches square and 14 inches deep.
 7. The aforementioned amenities shall accommodate not more than 12 recreational vehicle spaces. For each additional ten recreational vehicle spaces or fraction thereof, one flush toilet, one shower with individual dressing accommodations, and one lavatory shall be provided for each sex, with laundry and slop sink facilities as described in subsections (e) and (f) of this section to be provided for each additional 12 recreational vehicle spaces.
- (4) *Service buildings providing the afore noted facilities shall satisfy such requirements as include:*
- a. Service buildings housing sanitation and/or laundry facilities shall be permanent structures which comply with all applicable statutes regulating buildings, electrical installation, plumbing, and sanitation systems.
 - b. Service buildings shall afford appropriate illumination, shall be well ventilated with screened openings, shall be constructed of such moisture-proof material, to include painted woodwork, as shall permit frequent cleaning and washing, and shall be maintained at a temperature not less than 68 degrees during the period October 1 through May 1. Floors shall be constructed of concrete or other equally impervious material, easily cleanable, and provided with floor drains which are connected to the sanitary sewer.
 3. The toilet and other sanitation facilities for males and females shall be either in separate buildings or shall be separated, if in the same building, by a soundproof wall.

4. All service buildings and park grounds shall be maintained in a clear, slightly condition and kept free of any condition that will menace the health of any occupant or the public or constitute a nuisance.
5. Service buildings housing sanitation facilities shall be located not closer than 15 feet nor farther than 200 feet from any recreational vehicle space within the park.
- (5) *RV combined accommodations.* In the event a mobile home park is proposed to provide facilities to accommodate recreational vehicles, the following regulations shall apply:
 - a. Those accommodations serving the recreational vehicles and mobile homes shall be physically separate and distinct, with the recreational vehicle facilities provided separate access to a public right-of-way such that recreational vehicle traffic does not intrude into the residential portion of the park occupied by mobile homes.
 - b. Within those portions of the mobile home park proposed for recreational vehicle use, those requirements as specified in recreational vehicle park regulations, shall apply.
 - c. Within those portions of the mobile home park proposed for mobile home use, those requirements as specified in mobile home park regulations, shall apply.
- (6) *Animals and other pets in RV parks.* No owner or person in charge of any dog, cat or other pet animal shall permit such animal to run at large or commit any nuisance within the limits of any mobile home or recreational vehicle park.
- (7) *Registration of occupants in RV parks.* It shall be the duty of each licensee to maintain a register containing a record of all mobile home or recreational vehicle owner/occupants located within mobile home or recreational vehicle parks. The register shall contain the following information:
 - a. The name and address of each mobile home or recreational vehicle occupant.
 - b. The name and address of the owner of each mobile home or recreational vehicle within the park.
 - c. The make, model, year, and license number of each mobile home or recreational vehicle located within the park.
 - d. The state, territory, or country issuing such licenses as noted in subsection (c) of this section.
 - v. The date of arrival and of departure of each mobile home or recreational vehicle.
- (8) *RV park registration list inspection.* The park shall keep the register available for inspection at all times by law enforcement officers, public health officials, and other officials whose duties necessitate acquisition of the information contained in the register. The register record for each occupant registered shall not be destroyed for a period of three years following the date of departure of the registrant from the park.
- (9) *RV park supervision.* The licensee, or duly authorized attendant or caretaker, shall be in charge at all times to maintain the RV park, its facilities, and equipment in a clean, orderly, and sanitary condition. The attendant or caretaker shall be answerable, with the licensee, for the violation of any provision of this chapter to which the licensee is subject.
- (10) *RV park violations.*
 - a. Where the building official, or his agent, determines that the operation of a RV park violates some provision of this chapter, or any other provision in the Code of Ordinances of the town, a complaint may be filed in the municipal court for the town against either the owner or the operator of the park or both.
 - b. Where the building official, or his agent, determines that the operation of a RV park violates some provision of this chapter, he may suspend the park's license to operate until such time as the park complies with the ordinance. The licensee may appeal this suspension to

the zoning board of adjustment, as provided for in the zoning ordinance of the town as amended. Operation of a park while the license is suspended shall constitute a violation of this chapter for the purposes of subsection (a) of this section.

- (11) *Posting of license.* The license certificate shall at all times be conspicuously posted in the office of or on the premises of the RV park.

(Ord. No. 1407, § 2, 8-15-2017)

Sec. 106.05.01 - Schedule of uses.

Land and buildings in each of the following classified districts may be used for any of the following listed uses but no land shall hereafter be used, and no building or structure shall hereafter be erected, altered or converted which is arranged or designed or used for other than uses specified for the district in which it is located as set forth by the use schedule located in section 106.05.01(a) and (b), "Schedule of uses - residential" and "schedule of uses - nonresidential," respectively.

(a) *Residential zoning districts uses.* P=permitted by right; C=conditional use; S=specific use permit required. A blank space indicates the use is prohibited in that district.

ARTICLE V, TABLE A Residential Zoning Districts	SF-RE	SF-1	SF-2	SF-3	SF-4	A-1	A-2	SF-X	TH	MH-1	MH-2	D	MF
	Ranchette Estate	Single-Family 1	Single-Family 2	Single-Family 3	Single-Family 4	Single-Family A1	Single-Family A2	Single-Family Mix	Townhome	Manufactured Home District	Manufactured Home Park	Duplex	Multi-family
Primary Residential Uses													
Amenity center	P	P	P	P	P	P	P	>P	P	P	P	P	P
Dwelling, accessory	P												
Dwelling, assisted living facility													S
Dwelling, assisted living home													>S
Dwelling, boarding house or rooming house													P
Dwelling, duplex										P		P	P

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Auto/boat/RV storage												
Auto parking, lot or garage												P
Auto wash, automated												
Auto wash, full-service												
Auto wash, self-serve												
Gas pumps/fuel sales												
Manufactured/mobile home display and sales									S			
Motorcycle sales/service												
Truck, trailer, heavy equipment, RV and bus, repair												
Truck, trailer, heavy equipment, RV and bus, sales and leasing												
Truck terminal												
Industrial and Manufacturing Uses												

[illegible]

family home									
Dwelling, live-work unit							P		
Dwelling, mobile home									
Dwelling, model home									
Dwelling, multifamily									
Dwelling, single-family detached	P								
Dwelling, townhome							P	S	S
Senior living facility		S			S		S		
Mixed use building					C	C	P	C	C
Accessory and Incidental Uses									
Accessory structure	C	C	C	C	C	C	C	C	C
Automated dispenser machine			P		P	P		P	P
Automated intake machine			S		S	S		S	S
Automated teller machine, off-site			S		S	S		S	S
Caretaker's/guard'						C		C	C

s residence									
Construction yard, field office, temporary	C	C	C		C	C	C	C	C
Farm accessory building	C								
Home occupation	C				C	C	C		
Open storage, permanent/ongoing	S				S	S		S	S
Open storage, temporary					C	C		C	C
Seasonal sales	C				C	C		C	C
Solar panels, devices, commercial		C			C	C	C	C	C
Vending kiosk, commercial		C			C	C	C	C	C
Vending kiosk, not- for-profit	C	C	C	C	C	C	C	C	C
Wind energy conversion system (WECS)	C	C	C	C	C	C	C	C	C
Assembly uses	S	P	P	P	P	P	P	P	P
Athletic stadium or field	S	S	S	P	S	S		S	S
Cemetery or	S	S	S		S	S		S	S

School, private, charter or parochial	S	S	S	S	S	S	S	S	S
School, public	P	P	P	P	P	P	P	P	P
Infrastructure Type Uses									
Airport/landing field/heliport		C		C	C	C	C	C	C
Alternate energy system	C	C	C	C	C	C	C	C	C
Communication tower	C	C	C	C	C	C	S	C	C
Electric power generating plant	S			S	S	S		S	P
Electric substation	S	S	S	S	S	S	S	S	S
Helipad									
Private utility, other than listed	P	P	P	P	P	P	P	P	P
Sewage pumping station	P	P	P	P	P	P	P	P	P
Sewage treatment plant	S	S	S	S	S	S		S	S
Telephone exchange	S	S	P		P	P	P	P	P
Transit center/bus terminal		P	P		P	P	P	P	P
Utility	S	S	S		S	S	S	S	S

distribution/trans mission line									
Water Reservoir, water pumping station, water well	P	P	P		P	P	P	P	P
Water treatment plant	S	S	S		S	S		S	S
Retail Uses									
Antique shop and used furniture, inside only					P	P	P	P	P
Arcade					S	S	S	S	S
Bakery, candy or ice-cream shop			P		P	P	P	P	P
Bar/brewpub					S	S	P	S	S
Building material and hardware sales, major					P	P	P	P	P
Building material and hardware sales, minor					P	P	P	P	P
Commercial amusement, indoor					P	P	P	P	P
Commercial amusement, outdoor					S	S	S	P	P
Farmers market					S	S	S	S	

Florist			P		P	P	P	P	P
Greenhouse/nursery for plant sales		S			P	P	P	P	P
Heavy machinery sales and storage						P		P	P
Portable building sales					S	P		P	P
Private club					S	S			
Restaurant, dine-in		S	P		P	P	P	P	P
Restaurant, drive-in			S		P	P	P	P	P
Restaurant, drive-thru			S		P	P	P	P	P
Restaurant, with brewpub					P	P	P	P	P
Restaurant, pick-up only					P	P	P	P	P
Smoking Establishment		S	S		S	S	S	S	S
Store, big box					P	P	P	P	P
Store, convenience			P		P	P	P	P	P
Store, discount, variety, or department store					P	P	P	P	P
Store, drugstore or pharmacy					P	P	P	P	P

Store, feed					P	P		P	P
Store, florist			P		P	P	P	P	P
Store, grocery					P	P	P	P	P
Store, hardware and home imp.					P	P	P	P	P
Store, incidental (within another use)					P	P	P	P	P
Store, liquor					S	S	S	S	S
Store, pet shop					S	S	S	S	S
Store, shopping center					P	P	P	P	P
Store, other than listed above					P	P	P	P	P
Theatre, indoor		S			P	P	P	P	P
Theatre, drive-in					S	P		P	P
Winery/brewery retail sales					P	P	P	P	P
Service Uses									
Alternative financial services					C	C		C	C
Bank, savings and loan, or credit union		P			P	P	P	P	P
Bed and breakfast	S	P	P		P		P		

inn									
Body art studio						S	S	S	S
Business Service	S	S	S		S	S	S	S	S
Campground or RV park	S								
Catering service					P	P	P	P	P
Child care center		S	S		S	S	S	S	S
Child care center, in-home	C								
Cleaning and pressing (small shop/pickup)			P		P	P	P	P	P
Clinic/medical lab		P	P		P	P	P	P	P
Clinic, animal (no outside runs)	S		P		P	P	P	P	P
Clinic, animal (with outside runs)	S				S	P		P	P
Commissary					S	S		S	S
Contractor's shop with outside storage						P		P	P
Contractor's shop inside only					P	P		P	P
Custom personal service		P	P		P	P	P	P	P

Day Service, Adult		S	S		S	S	S	S	S
Fairgrounds/exhibition area		S			S	P		P	P
Fortune teller/psychic						S		S	S
Funeral home/crematorium		S			S	S		S	S
Funeral home/mortuary		S			P	P	P	P	P
Gunsmith					P	P	P	P	P
Gymnastics/dance studio/martial arts		P	P		P	P	P	P	P
Health/fitness center		P			P	P	P	P	P
Hotel, extended stay					S	S	S	S	S
Hotel, full service					P	P	P	P	P
Hotel, limited service					S	S	S	S	S
Household appliance service and repair		S	P		P	P	P	P	P
Incidental retail and service uses			P		P	P	P	P	P
Kennel, no outside runs					P	P	P	P	P

Kennel, with outside runs					S	S	S	S	S
Laundry/dry cleaning, commercial						P		P	P
Laundry/dry cleaning, pickup station			P		P	P	P	P	P
Laundry/dry cleaning, self-service					P	P		P	P
Motel									
Office, professional and general administrative		P	P		P	P	P	P	P
Personal service (other than listed)					P	P	P	P	P
Print shop, minor retail shop					P	P	P	P	P
Sexually oriented businesses								C	C
Studio, photography, music, artistry		P	P		P	P	P	P	P
Studio, media		P			P	P	P	P	P
Automobile and Vehicular Uses									
Auto/boat repair,					S	S		S	S

major									
Auto/boat repair, minor					S	S		S	S
Auto/boat sales, accessories only					P	P	P	P	P
Auto/boat sales/leasing, new, outdoor display					S	S		P	P
Auto/boat sales, used, outdoor display						S		P	P
Auto/boat/RV storage						S		P	P
Auto parking, lot or garage		P			P	P	P	P	P
Auto wash, automated					S	S		S	S
Auto wash, full- service					S	S		S	S
Auto wash, self- serve						S		S	S
Gas pumps/fuel sales					S	S		S	S
Manufactured/mo bile home display and sales								S	P
Motorcycle sales/service					P	P		P	P

Truck, trailer, heavy equipment, RV, bus repair								P	P
Truck, trailer, heavy equipment, RV and bus sales and leasing						P		P	P
Truck terminal						P		P	P
Industrial and Manufacturing Uses									
Concrete batch plant, permanent									S
Concrete batch plant, temporary	C	C	C		C	C		C	C
Machine/welding shop								P	P
Manufacturing or industrial uses, heavy									C
Manufacturing or industrial uses, light								C	C
Mini- warehouse/self- storage						S		S	S
Office/showroom						P		P	P
Print shop, industrial						P		P	P
Research and dev't						P		P	P

center									
Salvage yard, wrecking yard									S
Warehouse/distrib ution center								P	P
Winery/brewery/di stillery manufacturing					S	S	P	P	P

(Ord. No. 1407, § 2, 8-15-2017)

Sec. 106.05.02.2 - Permanent land uses (other than accessory uses).

(a) *Airport/helipad/heliport.*

- (1) *Application.* Approval of an airport, landing field, or heliport requires a special use permit, subject to review and approval by town council.
- (2) *Definitions.*
 - a. *Airport/heliport.* A place where aircraft and/or helicopters can land and take off, usually equipped with hangars, facilities for refueling and repair, and various accommodations for pilots and passengers.
 - b. *Helipad.* A place, typically on the roof of a hospital or a small ground area where helicopters may land and take off, but without any service or fueling capabilities.
- (3) *Regulations.*
 - a. No such use shall be located within 400 feet of any residential structure, and no residential structure shall be located within 400 feet of any such use.
 - b. No such use shall be located within 400 feet of any area zoned residential by the town or shown as residential on the existing Comprehensive Land Use Plan of the town.
 - c. Such distances shall be measured as the shortest possible distance in a straight line from the closest point of the proposed use to the closest point of the residential structure or area.
 - d. Notwithstanding the foregoing, such uses may be located in closer proximity by specific use permit.
- (4) *Approval.* Town council through the SUP process.

(b) *Alternative energy sources—Solar panels/devices.*

- (1) *Application.* The application to allow a solar device or system requires the approval of a conditional use permit, issued at the discretion of the director.
- (2) *Definition.* A solar panel or device is a structure that is intended to capture the light from the sun and transfer that energy to electricity for general use.
- (3) *Regulations for single-family residential use:*
 - a. Is in compliance with state law and poses no threat to public health or safety;
 - b. Is located solely on private property;
 - c. Includes approval letter from the HOA with submittal for the CUP, if applicable.
 - d. Installation and maintenance in compliance with manufacturer's recommendations and warranties;
 - e. Roof mounted:
 1. Panels shall be designed and installed in conformance with the International Fire Code, as amended;
 2. Panels must conform to the slope of the roof, unless mounted on a roof slope that is not visible from the right-of-way; and
 3. Roof mounted panels should be designed and installed to reduce excessive glare.
 - f. Ground mounted:
 1. Prohibited in front yards.
 2. Ground mounted devices shall follow the setbacks required for accessory structures within the specific zoning district.

3. Device shall not be visible from either the public right-of-way or the adjacent properties;
 4. Device shall be screened by a wooden or masonry fence and no device shall extend above the fence line.
 5. Where fences are not allowed within the residential subdivision, a solid evergreen hedge which shall be maintained at a minimum of six feet in height within 18 months of planting.
- (4) Regulations for nonresidential structures:
- a. Is in compliance with state law and poses no threat to public health or safety;
 - b. Is located solely on private property;
 - c. Installation and maintenance in compliance with manufacturer's recommendation and warranties;
 - d. Is located on the roof;
 - e. Panels located on a sloped roof may not extend beyond the roofline and must conform to the slope of the roof, unless mounted on a roof slope that is not visible from the public right-of-way.
 - f. Panels located on a flat roof must be screened from view from the adjacent roadways.
 - g. No ground mounted solar panels are permitted in nonresidential districts without the approval of a specific use permit, subject to the review and approval of the town council.
- (5) *Approval.* Once the director has determined that the conditions listed in (3) above have been met, approval for the conditional use permit may be granted.
- (c) *Alternative energy sources—Wind energy conversion system (WECS).*
- (1) *Application.* The application to allow a WECS system requires the approval of a conditional use permit, issued at the discretion of the director.
 - (2) *Definition.* A WECS device is a structure that is intended to capture the wind and transfer that energy to electricity for general use.
 - (3) *Regulations for single-family residential use:*
 - a. Freestanding WECS are prohibited on residential lots less than one acre in size.
 - b. Shall not be allowed in the front yard.
 - c. The highest point of a roof-mounted WECS shall not project more than five feet above the roof line, excluding the highest point of the blade arc.
 - d. Freestanding WECS shall be of monopole design and shall not be located in any required setback.
 - e. Freestanding WECS shall abide by the height and setback regulations of the specific zoning district and be located at least a distance equal to the height of the pole away from any structure or property line.
 - (4) *Regulations for other than single-family residential use:*
 - a. WECS may exceed the height limits of the zoning district, up to a maximum of 80 feet, if located at least a distance from any residential district boundary line or residential dwelling equal to the height of the support structure. Height shall not include the highest point of the blade arc and shall refer to the highest point of the pole structure.
 - b. The minimum lot size required for a WECS is one acre. Only one low impact WECS shall be allowed per platted lot.

- c. The WECS shall not be located within any required setback area for the front, side or rear yards.
- d. The WECS' freestanding blade arc spheres shall have a minimum 30-foot clearance from any structure, tree or any other impediment.
- e. All associated wiring shall be buried underground by means of a conduit system, or if ground-mounted equipment is required, then a minimum eight-foot-high masonry wall shall be constructed.
- f. The WECS shall be constructed in a monopole design of tubular steel and shall be self-supporting without the use of guy wires or other similar features.
- g. The WECS shall be a neutral or earth tone color. The proposed paint type shall be a dull or matte finish so as to reduce the possibility of any glare or reflection and to minimize the visual obtrusiveness of the WECS.
- h. All commercial signs, flags, lights and attachments shall be prohibited on the WECS, unless required for structural stability, or as required for flight visibility by the Federal Aviation Administration (FAA).
- i. The WECS shall be equipped with both a manual and an automatic braking device capable of stopping the WECS' operation in high winds.
- j. The WECS shall meet or exceed current standards and regulations of the FAA and any other agency of the state or federal government with the authority to regulate such systems.
- k. The WECS shall not be grid-interconnected until and unless evidence has been provided to the town that the appropriate electric power provider has approved the customer's intent to install a grid-connected customer-owned WECS and that the customer's system meets the utility's approved specifications for interconnection.
- l. The WECS shall be grounded and shielded to protect against natural lightning strikes and stray voltage, including the blades.
- m. The WECS shall be adequately designed structurally, electrically, and in all other respects to accommodate the safety and general well-being of the public.
- n. The WECS shall be maintained at all times according to the manufacturer's specifications.
- o. The WECS shall be filtered, shielded or otherwise designed and constructed so as not to cause electrical, radio frequency, television and other communication signal interference.
- p. The WECS shall be prohibited from including a tower climbing apparatus within 12 feet of the ground.
- q. The WECS shall adhere to the performance standards of the zoning ordinance, in regard to maximum sound pressure levels. The noise levels measured at the property line of the property on which the conversion system has been installed shall not exceed 60 decibels and in no event shall the conversion system create a nuisance.
- r. If the WECS is not in operation for a period of six months, it shall be deemed abandoned and shall be removed at the owner's expense.
- s. With the approval of a specific use permit, in any district, any one or more of the above development standards may be excused, subject to review and approval by the town council.

(5) *Approval.* Once the director has determined that the conditions listed in (3) or (4) above, as applicable, have been, approval for the conditional use permit may be granted.

(d) *Alternative financial services.*

- (1) *Application.* Approval of an alternate financial services facility requires a specific use permit, subject to review and approval by town council.
 - (2) *Definition.* A check cashing business, payday advance or loan business, money transfer business, car title loan business or pawn shop (see section 106.01.14, "land use definitions" for more detailed definitions of each type of alternative financial services).
 - (3) *Regulations.*
 - a. Alternative financial services shall be situated only within a freestanding building on a platted lot and shall not be co-located in the same structure as other uses.
 - b. A lot containing an alternative financial service shall be located at least 1,000 feet from any lot containing another alternative financial service, as measured in a straight line between the nearest points of one lot to the other lot.
 - c. A lot containing an alternative financial service shall be located at least 200 feet from any lot zoned or used for residential purposes, as measured in a straight line between the nearest points of one lot to the other lot.
 - d. No lot containing an alternative financial service shall be located within 500 feet of the rights-of-way of Eldorado Parkway, F.M. 720 or F.M. 423.
 - e. No alternative financial services shall be permitted within the Lakefront District.
 - (4) *Approval.* Town council through the SUP process.
- (e) *Bars/brewpubs (this classification also includes wine tasting bars, growlers, and other similar uses).*
- (1) *Application.* Approval of a bar or brewpub requires a specific use permit, subject to review and approval by town council, unless located within a zoning district or overlay district that allows these uses by right.
 - (2) *Definition.* An establishment principally for the sale and consumption of alcoholic beverages on the premises that derives 75 percent or more of its gross revenue on a quarterly (three-month) basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, for on-premises consumption.
 - (3) *Regulations.*
 - a. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a bar, brewpub, or similar use.
 - b. All alcohol-related activities must meet all standards found in chapter 10, alcoholic beverages, of the Little Elm Code of Ordinances.
 - (4) *Approval.* Town council through the SUP process, unless located within a zoning district that allows these uses by right.
- (f) *Bed and breakfast.*
- (1) *Application.* The application to allow a bed and breakfast within a private residence requires the approval of a conditional use permit, issued at the discretion of the director.
 - (2) *Definition.* A residential home, occupied by the owner or manager, where the owner or manager rents one or more bedrooms for remuneration and provides a breakfast meal to the guest(s).
 - (3) *Regulations.*
 - a. Guest parking must be provided on the residential lot and not on the street.
 - b. The owner or manager shall be responsible for any noise or disruption of the neighborhood caused by the guests.

- c. The owner or manager shall register with the state to pay any applicable taxes and shall pay the hotel occupancy tax to the Town of Little Elm on a quarterly basis.
- (4) *Approval.* Once the director has determined that the bed and breakfast is appropriate for the location requested and that the regulations listed in (3), above, have been met and will continue to be met, approval for the conditional use permit may be granted.
- (g) *Caretaker or guard residence.*
 - (1) *Application.* Part of the site plan process.
 - (2) *Definition.* A residence located on a premises with a main nonresidential use and occupied only by a caretaker or guard, and his/her family, employed on the premises.
 - (3) *Regulations—No specific regulations.* Approval is subject to the director's discretion.
 - (4) *Approval.* A caretaker or guard residence shall be approved as part of the site plan process.
- (h) *Communication antennas.*
 - (1) *Application.* Approval of an additional or substitute antennas on an existing communication tower requires a conditional use permit, issued at the discretion of the director.
 - (2) *Definition.* An antenna is an instrument or device consisting of wires, poles, rods, or reflecting discs, designed for transmitting or receiving any portion of the radio, microwave, or electromagnetic spectrum.
 - (3) *Regulations.*
 - a. A commercial antenna may be attached to a utility structure (elevated water tank, electric transmission pole, etc.) regardless of the height of said structure, provided that the antenna does not extend more than ten feet above the height of said structure.
 - b. A commercial antenna may be placed wholly within any building permitted in the zoning district. A commercial antenna may be mounted flush to the exterior of a building/structure if it is painted and/or disguised to integrate into the overall architectural design and is not readily visible/identifiable as an antenna from public roadways or neighboring residential properties.
 - c. All commercial signs, flags, lights and attachments shall be prohibited on any antenna or antenna support structure, unless required for communications operations, structural stability, or as required for flight visibility by the FCC and the Federal Aviation Administration (FAA).
 - d. No communication tower, antenna, antenna support structure, microwave reflector/antenna, or associated foundations or support wires or appurtenances shall be located within any required setback area for the front, side or rear yards.
 - e. At time of application, existing condition coverage maps of the vicinity shall be submitted showing current coverage and coverage after construction.
 - 6. Collocation of antennas and antenna support structures shall be required.
 - (4) *Approval.* Once the director has determined that the location of the antenna or antennas is appropriate for the tower or location requested and that the regulations listed in (3), above, have been met and will continue to be met, approval for the conditional use permit may be granted.
- (i) *Communication support structure/tower.*
 - (1) *Application.* Approval of a communication tower or support structure requires a special use permit, subject to review and approval by town council.
 - (2) *Definitions.*
 - a. *Antenna support structure, commercial.* An antenna and its support structure used for commercial broadcasting or telecommunication purposes. This definition shall also include

a satellite dish exceeding 12 feet in diameter and a microwave-transmitting tower. All radiating equipment must comply with Federal Communications Commission (FCC), Environmental Protection Agency (EPA), Occupational Health and Safety Administration (OSHA), and all other applicable state and federal regulatory agency requirements and guidelines for human safety, as they exist or may be amended. Definition includes ancillary ground equipment.

- b. *Antenna and/or antenna support structure, noncommercial.* An instrument or device consisting of wires, poles, rods, or reflecting discs and its support structure not exceeding 40 feet in height above the ground elevation at the base of the support structure, designed for transmitting or receiving any portion of the radio, microwave, or electromagnetic spectrum. This definition shall also include a satellite dish antenna not to exceed 12 feet in diameter.
- c. *Antenna, stealth.* A stealth antenna is a commercial antenna that is designed to be non-obtrusive, or virtually transparent or invisible to the surrounding neighborhood. Stealth antennas include, but are not limited to:
 - 1. Antennas within a building's attic space,
 - 2. Antennas on the roof of a minimum three-story building and not visible from the property line of the lot on which the antenna is located,
 - 3. Antennas on a public utility structure, such as a water tower or high transmission line support tower, and painted to match the structure,
 - 4. Antennas located within a structure such as a flagpole, church steeple, subdivision monument, clock tower, or similar architectural feature, and antennas located on an athletic field light pole.
- d. *Antenna support structure.* Any tower, mast, pole, tripod, box frame, or other structure utilized for the purpose of transmission, retransmission, and/or reception of electromagnetic, radio, television, or microwave signals.

(3) *Regulations.*

- a. Commercial towers may exceed the height limits of the zoning district, up to a maximum height of 125 feet, if located a distance from any residential district boundary line or residential dwelling at least equal to the height of the support structure.
- b. Towers shall be of stealth, monopole design with no visible antennas, wires, racks or transmitters.
- c. Tower sites shall be screened with a minimum eight-foot-high solid masonry wall with a solid metal gate.
- d. Towers shall be designed structurally, electrically, and in all respects to accommodate both the applicant's antennas and comparable antennas for at least three additional users if the tower is 100 feet or greater in height, or for at least two additional users if the tower is over 50 feet, but less than 100 feet in height.
- e. Towers shall be a muted and dull shade of grey or blue to match the sky, or if applicable, shall match the background color of the landscape and terrain.
- f. Towers shall be accessible by a 24-foot-wide concrete fire lane, subject to review and approval by the fire marshal.
- g. There shall be a minimum of one concrete parking space that is not located in a fire lane.
- h. A commercial antenna may be attached to a utility structure (elevated water tank, electric transmission pole, etc.) regardless of the height of said structure, provided that the antenna does not extend more than ten feet above the height of said structure.

- i. A commercial antenna may be placed wholly within any building permitted in the zoning district. A commercial antenna may be mounted flush to the exterior of a building/structure if it is painted and/or disguised to integrate into the overall architectural design and is not readily visible/identifiable as an antenna from public roadways or neighboring residential properties.
- j. All commercial signs, flags, lights and attachments shall be prohibited on any antenna or antenna support structure, unless required for communications operations, structural stability, or as required for flight visibility by the FCC and the Federal Aviation Administration (FAA).
- k. No communication tower, antenna, antenna support structure, microwave reflector/antenna, or associated foundations or support wires or appurtenances shall be located within any required setback area for the front, side or rear yards.
- l. At time of application, existing condition coverage maps of the vicinity shall be submitted showing current coverage and coverage after construction. Communication towers require site plan approval, prior to making application for a building permit.
- m. Collocation of antennas and antenna support structures shall be required. No new towers shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the town that no existing antenna support structure can accommodate the applicant's proposed antenna. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antenna may consist of any of the following:
 - 1. No existing towers or structures are located within the geographic area which meet the applicant's engineering requirements;
 - 2. Existing towers or structures are not of sufficient height to meet the applicant's engineering requirements;
 - 3. Existing towers or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment; or
 - 4. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.
- n. A lot containing a communication tower shall be located at least 2,000 feet away from any lot containing another communication tower greater than 50 feet in height, as measured in a straight line between the nearest points of one lot to the other lot.
- o. With the approval of a specific use permit, any one or more of the above development standards may be excused, subject to review and approval by the town council.

(4) *Approval.* Town council through the SUP process.

(j) *Home child care.*

- (1) *Application—None required from the town .* Home child care facilities are regulated by the state.
- (2) *Definition.* A home occupation that provides regular child care for compensation in their primary residence for less than 24 hours a day.
- (3) *Regulations.* It is considered a violation of this section for a facility to provide care for a number of children that exceeds what is allowed per the classification shown on the state permit to be submitted with the town's home occupation registration. Uses must register with the town annually and show proof of state permit. This use is subject to regulation by the Texas Department of Family and Protective Services and all home occupation regulations of the Town of Little Elm Code of Ordinances.

(4) *Approval.* No approval is needed from the town.

(k) *Home occupations.*

- (1) *Application.* None required unless if subsection (3) applies. Home occupations are conducted at the discretion of the property owner.
- (2) *Definition.* A home occupation is defined as a business, occupation or profession which is an accessory use of a residential dwelling unit conducted by a resident thereof and which is clearly customary, incidental and a subordinate secondary use of the residential dwelling unit or residential premises by the resident thereof and which does not alter the exterior of the property or affect the residential character of the neighborhood. Home occupations may be permitted in accordance with the use chart in section 106.05.01(a), "schedule of uses - residential." A home-based business is permitted as an incidental use and is secondary to the use of a dwelling. As such, the town council may at any time amend this subsection to terminate any or all home-based business uses without creating nonconforming rights to the continuance of a home-based business.
- (3) *Certificate of occupancy (CO) required in specific cases.* No resident shall be allowed to operate a home-based business that employs anyone other than the occupants of the residence unless and until the building official has issued an annual registration certificate and has conducted a certificate of occupancy inspection. The issuance of a certificate requires that a person operating a home occupation affirm knowledge of, and intent to comply with, all ordinances applicable to home occupations. The building official shall establish that the proposed use is allowable under the terms of this chapter. The issuance of a certificate of occupancy shall not authorize any violations of any ordinance, rule, code or regulation of the Town of Little Elm.
- (4) *Regulations.* Home occupations are subject to the following conditions and requirements:
 - a. No signage associated with the home occupation and visible from outside of the dwelling shall be allowed on the premises, except as may be authorized or permitted by other applicable ordinances of the town.
 - b. Only occupants of the residence may be employed on-site at any time. This shall not include the coordination or supervision of employees who do not regularly visit the house or premises for purposes related to the business. If employees other than the residents of the house are present, then a certificate of occupancy must be obtained from the building official (see 3, above).
 - c. Outdoor activities are not allowed, unless the activities are screened from neighboring property and public rights-of-way.
 - d. Hours of operation shall be limited from 8:00 a.m. to 8:00 p.m. for outdoor activities.
 - e. There shall be no exterior storage of material, equipment, vehicles and/or supplies used in conjunction with the home occupation.
 - f. A home occupation shall not serve as an office or storage facility for a vehicle fleet operation in which fleet vehicles visit the site. A "fleet" is defined as three or more business vehicles.
 - g. The home occupation shall not produce offensive noises, vibrations, smoke, dust, odors, heat or glare that extend beyond the property lines.
 - h. No major alterations to the property or exterior of the dwelling unit shall be allowed that changes the residential character of the dwelling unit or premises. The occupation use must be clearly incidental and secondary to the residential use of the dwelling and may not alter the existing residential character of the principal dwelling or the garage/accessory building.
 - i. No repair or servicing of vehicles, internal combustion engines, large equipment or large appliances shall be allowed.
 - j. No storing of hazardous materials for business purposes shall be allowed on the premises either inside or outside the structures.

- k. Merchandise, commodities, goods, wares, materials or products shall not be offered or displayed for sale on the premises, excluding fruits and vegetables grown on-premises. Sales incidental to a service shall be allowed; and orders previously made by telephone or at a sales party may be filled on the premises.
 - l. No traffic shall be generated by a home occupation in greater volumes than normally expected in a residential neighborhood or create unreasonable parking or traffic congestion for the abutting or adjoining neighbors or for the immediate neighborhood, and any need for parking must be accommodated within the off-street parking provided for the residence (i.e. the driveway or garage) and along the street frontage of the lot in question.
 - m. Homeowners/occupants who establish an occupation in their residence must adhere to all of the above conditions.
- (5) *Approval.* No approval is needed unless the home based business meets the criteria listed in (3), above. In that case, the building official must determine that the home based business meets all the criteria listed in (4) above and issue a certificate of occupancy (CO) for a period of one year. This CO must be renewed each year.
- (l) *Hotel, extended stay.*
 - (1) *Application.* The application to allow a residence or extended stay hotel requires the approval of a specific use permit, subject to review and approval by town council.
 - (2) *Definition.* A building or group of buildings used as a temporary dwelling place for individuals in exchange for financial consideration where customary hotel services such as linen, housekeeping service, and telephone are provided. Residence hotel room units are designed to be suitable for long term occupancy with financial consideration typically being calculated on a weekly or monthly basis. Typical residence hotel attributes include, but are not limited to, kitchen facilities and living spaces in addition to a sleeping area.
 - (3) *Regulations.* Residence or extended stay hotels shall include all of the following amenities:
 - a. A minimum of 80 guest rooms and/or suites;
 - b. Guest room access from an interior hallway;
 - c. Laundry facilities adequate to serve the residents at full capacity;
 - d. Playground equipment and open space as determined by the director; and
 - e. Minimum of 800 square feet of pool surface area;
 - (4) *Approval.* Following a recommendation from the planning and zoning commission, the town council has the discretion to approve or deny the SUP for an extended stay hotel based on if the regulations listed in (3), above, have been met and that the proposed location is in keeping with the Comprehensive Plan.
- (m) *Hotel, full service.*
 - (1) *Application.* A full service hotel that meets all of the requirements listed in (3) below requires only site plan approval since they are allowed by right in those districts that allow hotels. Any failure to meet one or more of the listed regulations requires an application for a special use permit, which is subject to review and approval by the town council.
 - (2) *Definition.* A full service hotel is considered a top tier hotel in terms of amenities and service. It includes all of the amenities listed in (3) below and often exceeds these minimum standards.
 - (3) *Regulations.* Full service hotels shall include all of the following amenities:
 - a. A minimum of 80 guest rooms and/or suites;
 - b. A minimum of 4,000 square feet of meeting room space;

- c. A minimum of one restaurant that provides three meals per day with on-site preparation and service provided by wait staff, hostesses, etc. and seating for a minimum of 30 customers;
 - d. Guest room access from an interior hallway;
 - e. Minimum of 800 square feet of pool surface area; and
 - f. Attached covered drive-through area adjacent to the hotel lobby or reception area.
- (4) *Approval.* Full service hotels that meet all of the amenities listed above may be approved by right in those districts that allow hotels. Any failure to meet one or more of the above list of amenities shall be considered by the town council through the SUP process.
- (n) *Hotel, limited service.*
 - (1) *Application.* The application to allow a limited service hotel requires the approval of a special use permit, subject to review and approval by town council.
 - (2) *Definition.* A limited service hotel provides travelers an economical choice with fewer amenities than a full service hotel.
 - (3) *Regulations.* Limited service hotels shall include all of the following amenities:
 - a. A minimum of 700 square feet of meeting room space;
 - b. Limited food and beverage service, but including breakfast buffet service;
 - c. Guest room access from an interior hallway;
 - d. Minimum of 400 square feet of pool surface area; and
 - e. Attached covered drive-through area adjacent to the hotel lobby or reception area.
 - (4) *Approval.* Following a recommendation from the planning and zoning commission, the town council has the discretion to approve or deny the SUP for a limited service hotel based on if the regulations listed in (3), above, have been met and that the proposed location is in keeping with the comprehensive plan.
- (o) *Liquor stores.*
 - (1) *Application.* The application to allow a liquor store requires the approval of a special use permit, subject to review and approval by town council.
 - (2) *Definition.* A retail establishment that offers for sale beer, wine and liquor and related accessory items. Subject to the review and approval by TABC.
 - (3) *Regulations.*
 - a. The lot containing a liquor store shall be located at least 1,000 feet from any lot containing another like use, as measured in a straight line between the nearest points of one lot to the other.
 - b. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate a liquor store.
 - c. All alcohol-related activities must meet all standards found in chapter 10, alcoholic beverages, of the Little Elm Code of Ordinances
 - (4) *Approval.* Town council through the SUP process.
- (p) *Manufactured home replacement.*
 - (1) *Application.* The application to allow the one-time replacement of a manufactured home requires the approval of a conditional use permit, issued at the discretion of the director.
 - (2) *Definition.* The federal government allows a one-time replacement of a manufactured home under certain circumstances.

(3) *Regulations.*

- a. In the event that a HUD-Code manufactured home occupies a lot within the town, the owner of the HUD-Code manufactured home may remove the HUD-Code manufactured home from its location and place another HUD-Code manufactured home on the same property, provided that the replacement is a newer HUD-Code manufactured home, and is at least as large in living space as the prior HUD-Code manufactured home. Except in the case of a fire or natural disaster, the owner of the HUD-Code manufactured home is limited to a single replacement of the HUD-Code manufactured home on the same property.
- b. Property owners who have a HUD-Code manufactured home which has been placed on a lot in violation of the terms of this chapter shall not have the right to replace the illegal use. This subsection shall not be interpreted to legitimize an otherwise illegal use.
- c. Except with regard to the above clause, the replacement provisions of this section shall not apply in the MH-1 ~~and MH-2~~ zoning districts.

- (4) *Approval.* Once the director has determined that the replacement of the manufactured home has met the regulations listed in (3), above, approval for the conditional use permit may be granted.

(q) *Media studios (radio/television/cable).*

- (1) *Application.* The application to allow media studios requires the approval of a conditional use permit, issued at the discretion of the director.
- (2) *Definition.* A facility where radio, television or similar uses are produced, edited, and broadcast.
- (3) *Regulations.*
 - a. Internal noise shall not be audible from the outside of the building.
 - b. All activity must take place within an enclosed building.
 - c. Mass reproduction, duplication or storage of recorded material for distribution, sale or promotion is prohibited.
 - d. Parking requirements shall be the same as for a commercial use.
- (4) *Approval.* Once the director has determined that the media studio is appropriate for the location requested and that the regulations listed in (3), above, have been met, approval for the conditional use permit may be granted.

(r) *Mixed use building.*

- (1) *Application.* Where allowed by right, a site plan application is used for approval, administratively approved through a conditional use permit. When part of a planned development, the map amendment application is used for approval, subject to review and approval by town council.
- (2) *Regulations.* Mixed use buildings shall follow the following regulations:
 - a. The ground floor entry must be located at the approximate elevation of the adjacent sidewalk and should be inset by at least four feet.
 - b. Retail uses at-grade adjacent to the sidewalk shall:
 1. Be constructed to meet fire code separation from any other uses constructed on upper floors;
 2. Have a minimum clear height of 16 feet between finished floor and the bottom of the structure above. Mezzanines within the retail space shall be allowed per building code;

3. Have an awning or canopy which extends at least six feet over the sidewalk for at least 75 percent of the frontage on any portion of a building. Such awning or canopy shall maintain a minimum eight foot clearance over the sidewalk; and
 4. Have highly transparent glass windows for at least 60 percent, but no greater than 80 percent, of the ground floor facade.
- c. Two zones, between back of curb and the building line, shall be created and maintained:
1. *Streetscape zone.* A minimum five-foot-wide area adjacent to the back-of-curb for trees and street furniture, including a one-foot dismount strip. An urban tree in a tree well shall be provided for each 25 linear feet in the streetscape zone. For each three urban trees, a bike rack, trash receptacle, bench, lighted bollard, or other approved street furniture is required.
 2. *Sidewalk zone.* A minimum ten-foot-wide sidewalk. The sidewalk zone may be encroached by a three-foot-high fenced patio area for dining, as long as a minimum clearance is maintained for pedestrian traffic.
- d. Build-to line. At least 70 percent of the building face shall be constructed within a minimum of 15 feet from the back of curb and a maximum of 20 feet. The remainder of the building frontage may be setback further to allow such things as outdoor dining, plazas, entry courts, and pass-throughs to parking.
- (3) *Exceptions.* Deviations from the above mixed use building regulations may be granted through the site plan process, subject to review and approval by the planning and zoning commission and town council in public hearings.
- (4) *Approval.* Where mixed use buildings are allowed by right, the site plan may be administratively approved through a conditional use permit if all the regulations listed in (2) above are met. If an exception is required, or if the mixed use building is part of a planned development in a zoning district that does not allow a mixed use building by right, then the mixed use building approval will be approved by the town council through a zoning map amendment or the SUP process.
- (s) *Open storage, permanent or ongoing.*
- (1) *Application.* The application to allow permanent or ongoing open storage shall be considered through the special use permit process or a PD amendment, subject to review and approval by town council.
 - (2) *Applicability.* This only includes storage in zoning districts where outside storage of equipment, material, goods and supplies is allowed as an accessory use to a primary use on the same lot. The restriction on open storage does not apply to the display of goods for sale incidental to a retail use; plant nursery; sale and rental of motor vehicles, mobile homes, boats, or trailers and utility equipment. Retail use is defined as an establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.
 - (3) *Definition.* For the purposes of this subsection, the definition of open storage is the keeping of any goods, material, merchandise, vehicles, trailers, modular storage units, or equipment outside a building on a lot. Examples are home and garden supplies, bagged mulch and seed, and automobiles and other vehicles for sale.
 - (4) *Prohibited.* There shall be no outside storage of tires or readily flammable merchandise of any kind, either for display or storage purposes. Tires and readily flammable merchandise must be housed indoors at all times, on fire department approved storage racks to minimize the fire hazard.
 - (5) *Regulations.*
 - a. Open storage is only allowed in zoning districts as indicated in section 106.05.01(b), "schedule of uses - nonresidential," of the zoning ordinance.

- b. The area designated as open storage in LC Light Commercial or related PD Planned Development zoning districts shall not exceed 15 percent of the total gross square foot of the building located on the same lot as the open storage. Permanent open storage shall not be permitted in any portion of the lot between a public street and a lines projected from the faces of the building lot lines, except as described in subsection (5)i, below.
- c. The square footage of the area designated for open storage in HC Heavy Commercial, LI Light Industrial, HI Heavy Industrial, or related PD-Planned Development zoning districts is not restricted as long as it is located on the same lot.
- d. The storage area must be attached to a wall of the principal building and enclosed by a solid masonry wall a minimum of eight feet in height abutting the principal building, when a principal building exists. Additional wall height may be constructed of screening material.
- e. An exception to the location of open storage in subsection (5)(a) above shall be the location of shopping carts, which may utilize designated areas within the store's parking lot, so long as the shopping carts are gathered within steel corrals suitable for retaining carts and preventing carts from interfering with traffic flow or customer parking. (See section 106.05.03(g), "open storage under eave display" for regulations)
- f. Open storage may not be permanently located in any fire lane, maneuvering aisle, or customer pick-up lane.
- g. Open storage may not be located in any required front, side, or rear setback.
- h. Open storage may not be located in any parking space (except as described in (5)i below).
- i. "Big box" stores (i.e. stores greater than 50,000 square feet in size) may display garden merchandise for sale within excess parking spaces on a temporary basis. Examples of appropriate merchandise for this type of parking lot storage include, but is not limited to, mulch or soil bags, bedding plants, saplings, and storage sheds. Approval of any parking lot open storage or display shall require a revised site plan showing the location of the open storage or display, indicating the number of parking spaces required to ensure that the storage or display is located in spaces in excess of those required, and the type of merchandise to be displayed or stored. The director shall approve or disapprove any parking lot storage or display.
- j. Open storage may not obstruct visibility or interfere with pedestrian or vehicular circulation. If items are placed on a sidewalk or other pedestrian area, a six-foot-wide pedestrian path shall be maintained through or adjacent to the outside display area. The pedestrian path must be concrete or asphalt and may not be located within off-street parking areas, including parking spaces, fire lanes, maneuvering aisles, and customer pick-up lanes.
- k. Nothing in this article shall prohibit temporary open storage of merchandise for display and sale during a sidewalk sale (considered "under eave" storage - See section 106.05.03(g), "open storage - under eave display" for regulations).
- l. Special standards for businesses in operation prior to the adoption date of this ordinance [from which this chapter is derived] (date of ordinance):
 - 1. Businesses existing prior to the adoption of this ordinance have until (one year from passage) to come into compliance with these standards.
 - 2. If the facility's primary structure is a nonconforming structure in regard to the town's existing masonry requirements and has less than 75 percent masonry content, the owner may apply for administrative approval for a wooden screening fence built to the town standards with the following additional standard: When the storage is located adjacent to public streets, a minimum seven and one-half-foot and maximum eight-foot tall wood privacy fence with masonry columns located at a minimum of every 40 feet is required.

(6) *Screening of open storage.*

- a. All open storage and outside display shall be screened from the view of adjacent streets and adjacent properties unless located in an LI Light Industrial or HI Heavy Industrial zoning district, where open storage is required to be screened only from the street right-of-way.
- b. Screening shall be a minimum of eight feet in height; and
 - 1. Be of masonry construction; or
 - 2. Be constructed of metal ornamental fencing in combination with a landscape screen; or
 - 3. Be constructed of a solid, evergreen shrub landscape screen without a fence or wall.
 - 4. Evergreen shrubs used for a landscape screen shall be placed so as to create at least a six foot tall solid screen within two years of their planting. All landscaping shall be irrigated with an automatic sprinkler system and maintained in a healthy and growing condition.
- c. Screening may not be constructed of wood fencing or chain link with slats. No screening fence may exceed eight feet, six inches in height.
- d. Open storage may not exceed the height of screening, unless evergreen shrubs used for a landscape screen are placed so as to create at least a six-foot tall solid screen within two years of their installation along the length of the stored material. The open storage of living plants and trees as inventory for freestanding garden center uses may exceed the height of screening, when the garden center is developed as the primary use of the lot.
- e. No materials stored shall be stacked in such a manner as to be visible above the top of the screening device. Individual items that exceed the height of the screening device are permitted provided they are not stacked.
- f. Vehicles kept overnight which are under or awaiting repair shall be screened from public view or stored inside the building.
- g. All storage areas, including modular storage units, not screened by an intervening building shall be screened from view from any public street right-of-way and from residential uses or districts, unless located in a LI Light Industrial or HI Heavy Industrial zoning district.
- h. Utilities or accessory facilities, such as storage tank towers that cannot feasibly be completely screened by a masonry wall shall be located and designed so as to "blend in" and to minimize visual impact from public rights-of-way and adjacent properties. Architectural design and landscaping materials shall be used in order to lessen any negative visual impact.
- i. If the standards required for screening of open storage cannot be met due to site-specific issues the property owner or developer may petition the planning and zoning commission to approve alternative screening methods that meet the purpose and intent of the ordinance.
- j. All screening shall be accomplished by an opaque screen built according to the standards outlined in section 106.06.31, "screening."

(7) *Exceptions to screening requirements.*

- a. No screening is required for open storage and outside display of goods, materials, merchandise, or equipment as an accessory use if generally placed "under eaves." This area is defined as the area not more than ten feet from the front building face, as designated by the main entrance and not stacked to exceed four feet in height. (See section 106.05.03(g), "open storage, under eave display" for regulations)
- b. Screening is not required for items placed adjacent to a gasoline pump island that do not exceed three feet in height, except for those items expressly prohibited in subsection (4) above.

- c. Parked self-propelled vehicles or trailers shall not constitute open storage or outside display, except when staged, parked, or stored at collision, towing, auto storage, mini-warehouse, auto repair, or wrecker service.
 - d. Temporary outdoor storage may be allowed under certain circumstances. Please see sections 106.05.03(f), "open storage, temporary" and 106.05.03(g), "open storage, under eave display" for regulations.
 - e. The town council may waive these requirements if no public purpose would be served by the construction of a required screen, or if natural features exist that sufficiently screen the open storage.
- (8) *Approval.* Town council through the SUP or PD process.
- (t) *Private street developments/gated communities—Existing subdivisions.*
- (1) *Application.* Private street developments for existing residential tracts shall be considered through the specific use permit process, subject to review and approval by town council.
 - (2) *Definition.* To convert public streets to private streets, the ownership and maintenance of said streets shall be transferred to the homeowners association (HOA) and that association may be restrict public access on them to residents and emergency vehicles only.
 - (3) *Regulations.*
 - a. *Thoroughfare plan.* Private street developments are subject to provisions of the master thoroughfare plan and the subdivision ordinance, as it exists or may be amended. Private street developments may not cross an existing or proposed thoroughfare as shown on the town's adopted thoroughfare plan nor shall a private street development disrupt an existing or proposed hike and bike route.
 - b. *Locations.* Private street developments shall be located in an area that is surrounded on at least three sides, and in any event no less than approximately 75 percent of the perimeter, by natural barriers or similar physical barriers created by man. Examples of natural barriers would be creeks and floodplains. Examples of similar barriers created by man would be a golf course, school location, park, railroad tracks or a limited access roadway. Non-qualifying manmade barriers include screening walls, local roadways, manmade drainage ditches, detention ponds, landscape buffers, earthen berms, utility easements and right-of-way.
 - c. *Connectivity.* The comprehensive plan calls for all plans for development in the town to include a high degree of connectivity within developments and between one development and another. Any proposed private street development adjacent to an existing public street subdivision that can be reasonably connected, including by constructing a bridge or culvert, for example, should not be approved as a private street development. The two adjacent subdivisions should allow cross-connectivity using public streets. This is especially critical when one of the two adjacent subdivisions has a school site within one of the developments.
 - d. *Established escrow account.* Any private street development proposed for an existing subdivision must show that the home owners association has established an escrow account to be kept for the purposes of street repair and replacement.
 - (4) *Considerations for approval.* The planning and zoning commission and town council shall use the criteria listed within the subsection for approval for private streets within new subdivisions, when considering a private street development plus:
 - a. Submittal of a petition signed by 100 percent of the property owners in the existing subdivision requesting conversion to private streets;
 - b. Existence of a home owners association (HOA) that is financially able and willing be responsible for owning and maintaining the converted streets and rights-of-way;

- c. Applicants must agree to contract with the town for the purchase of the installed infrastructure and rights-of-way from the town at fair market appraised value for cash in full payment, and agree to maintain the infrastructure and rights-of-way at town standards thereafter prior to the approval of the special use permit;
 - d. All documents are subject to the review and approval of the town attorney; and/or
 - e. Subsequent to the approval of the private street designation, the entire subdivision affected shall be replatted to reflect the ownership changes and remove the town's ownership and maintenance obligation from the streets and rights-of-way.
- (5) *Approval.* Town council through the SUP or PD process.
- (u) *Private street developments/gated communities—New subdivisions.*
 - (1) *Application.* Private street developments for new residential tracts shall be considered through the specific use permit process or through the approval of a planned development district, subject to review and approval by town council.
 - (2) *Definition.* Private streets are constructed and maintained by the (HOA) and may be restrict public access on them to residents and emergency vehicles only.
 - (3) *Regulations.*
 - a. *Thoroughfare plan.* Private street developments are subject to provisions of the master thoroughfare plan and the subdivision ordinance, as it exists or may be amended. Private street developments may not cross an existing or proposed thoroughfare as shown on the town's adopted thoroughfare plan nor shall a private street development disrupt an existing or proposed hike and bike route.
 - b. *Locations.* Private street developments shall be located in an area that is surrounded on at least three sides, and in any event no less than approximately 75 percent of the perimeter, by natural barriers or similar physical barriers created by man. Examples of natural barriers would be creeks and floodplains. Examples of similar barriers created by man would be a golf course, school location, park, railroad tracks or a limited access roadway. Non-qualifying manmade barriers include screening walls, local roadways, manmade drainage ditches, detention ponds, landscape buffers, earthen berms, utility easements and right-of-way.
 - c. *Connectivity.* The comprehensive plan calls for all plans for development in the town to include a high degree of connectivity within developments and between one development and another. Any proposed private street development adjacent to an existing public street subdivision that can be reasonably connected, including by constructing a bridge or culvert, for example, should not be approved as a private street development. The two adjacent subdivisions should allow cross-connectivity using public streets. This is especially critical when one of the two adjacent subdivisions has a school site within one of the developments.
 - d. *Established escrow account.* Any private street development proposed for a new subdivision must show that the home owners association has established an escrow account to be kept for the purposes of street repair and replacement.
- (4) *Considerations for approval.*
 - a. No disruption of planned public roadways or facilities/projects (thoroughfares, parks, park trails, public pedestrian pathways, etc.);
 - b. No disruption to and from properties of future developments either on site or off site to the proposed subdivision;
 - c. No negative effect on traffic circulation on nearby public streets;
 - d. Not less than 100 feet of street frontage on which to locate the main entrance gate;

- e. No more than two gated street entrances, subject to approval by the city engineer, may face a designated thoroughfare within a one-mile segment of that thoroughfare;
- f. No impairment of access to and from public facilities including schools or public parks;
- g. No impairment of the adequate and timely provision of essential municipal services (emergency services, water/sewer improvements or maintenance, etc.);
- h. The main entrance to the private street development shall have adequate throat depth to provide for residents, their guests and any accidental access and have an escape aisle for those vehicles not admitted into the subdivision;
- i. Existence of natural and/or qualifying manmade boundaries around 75 percent of the development;
- j. Absence of a concentration of private street developments in the vicinity of the requested private street development; and
- k. Developers who wish to develop as a private street/gated community shall agree to maintain the infrastructure and rights-of-way at town standards.

(5) *Approval.* Town council through the SUP or PD process.

(v) *Sexually oriented businesses.* Sexually oriented businesses are governed by chapter 82 of the Little Elm Code of Ordinances.

(w) *Vending kiosk, commercial.*

(1) *Application.* Approval of a commercial vending kiosk greater than 120 square feet in size requires a conditional use permit, issued at the discretion of the director.

(2) *Definition.* An unmanned structure that provides a product for remuneration. Examples are ice machines, video vending machines.

(3) *Regulations.*

- a. A permanent structure with a permanent foundation is required.
- b. The structure should have a primarily brick/stone veneer that matches adjacent development.
- c. All utility service lines shall be buried.
- d. No commercial kiosk 120 square feet or greater shall be installed within two miles of another such structure.
- e. Site location should not provide a strong visual presence on a major thoroughfare, nor impede fire lanes or cause other traffic flow problems, subject to review and approval by staff.
- f. Lighting and signage shall be minimal, per existing regulations.
- g. Concrete parking shall be available, and a restroom agreement or other accommodation with a public store within 100 feet is required if manned.
- h. Permits are required, as is property owner authorization, and installation shall abide by all applicable building, fire, health, subdivision, engineering design, and zoning codes.
- i. The site location shall be a part of a platted lot.
- j. Structures shall be removed with a valid demolition permit by the property owner if inoperable or abandoned for more than six months. Seasonal sales are not allowed per this use.
- k. The planning and zoning commission has jurisdiction over any appeals to staff determination.

- l. A development agreement between the town and the conditional use applicant regarding the commercial vending kiosk shall be required prior to issuance of a conditional use permit for the commercial vending kiosk. The development agreement shall contain, at a minimum, the conditions and standards required by the town for a commercial vending kiosk.
- (4) *Approval.* Once the director has determined that the commercial vending kiosk is appropriate for the location requested and that the regulations listed in (3), above, have been met, approval for the conditional use permit may be granted.
- (x) *Vending kiosk, not-for-profit.*
 - (1) *Application.* Approval of a not-for-profit vending kiosks requires a conditional use permit, issued at the discretion of the director.
 - (2) *Definition.* An unmanned structure that provides a product. The fee for such product may be reduced or waived.
 - (3) *Regulations.*
 - a. If the kiosk is greater than 120 square feet in size, a structure with a permanent foundation is required.
 - b. The structure should have a primarily brick/stone veneer that blends with adjacent development.
 - c. All utility service lines shall be buried.
 - d. Not-for-profit kiosks greater than 120 square feet in size shall not be installed within two miles of another such structure.
 - e. Site locations should not provide a visual distraction for drivers along major thoroughfares, nor impede fire lanes or cause other traffic flow problems, subject to review and approval by staff.
 - f. The site location should be a part of a platted lot and written permission for placement from the owner of the property shall be included in the permit application.
 - g. Lighting and signage shall be minimal, per existing regulations.
 - h. Structures shall be removed with a valid demolition permit by the property owner if inoperable or abandoned for more than six months.
 - i. The planning and zoning commission has jurisdiction over any appeals to staff determination.
 - j. A development agreement between the town and the applicant regarding not-for-profit vending kiosks shall be required prior to issuance of a conditional use permit for the not-for-profit vending kiosk. The development agreement shall contain, at a minimum, the conditions and standards required by the town for a not-for-profit vending kiosk.
 - (4) *Approval.* Once the director has determined that the not-for-profit vending kiosk is appropriate for the location requested and that the regulations listed in (3), above, have been met, approval for the conditional use permit may be granted.

(Ord. No. 1407, § 2, 8-15-2017; Ord. No. 1527, § 2, 10-15-2019)

Sec. 106.06.01 - Limitations to development.

(a) *Residential development.*

- (1) *One unit per lot.* Only one residential unit is allowed per lot in single-family residential districts, except SF-RE Single-Family Residential Estate, which may have one accessory dwelling unit (such as a mother-in-law unit).
- (2) *One meter per lot.* Only one utility meter per lot is allowed.
- (3) *Conformance status of lots previously platted.* Lots in a subdivision or shown on a plat legally approved and properly recorded in Denton County prior to the effective date of Ordinance No. 427 which do not meet the minimum lot sizes and area requirements set forth in this chapter shall not be considered to be in violation of said requirements and, for purposes of this section, shall be deemed to conform to the requirements set forth in this section.
- (4) *Occupation of an RV prohibited.* Occupying or otherwise residing in a recreational vehicle (RV), camp trailer, or other wheeled vehicles parked on a single-family lot or within the public right-of-way is prohibited. This is waived for visitors occupying said vehicle for a period of seven days or less.
- (5) *Foundation requirements.* All residential structures within the town, except for manufactured homes ~~in the MH-2 District~~, shall be built upon engineered foundations, subject to review and approval by the building official.

(b) *Senior living.* Multiple-family dwelling, senior (senior apartment) means any building or portion thereof, which is designed, built, rented, leased or let to contain three or more dwelling units or apartments on a single lot, or which is occupied as a home or place of residence by three or more age-restricted (55 years of age or older) families living in independent dwelling units on a single lot. This use shall also be subject to the following requirements:

- (1) *Minimum number of seniors in residence.* At least one person 55 years of age or older shall reside in at least 80 percent of the senior multifamily residential development's dwelling units;
- (2) *Deed restrictions and covenants.* Prior to the issuance of a certificate of occupancy, each senior multifamily residential development shall adopt a series of deed restrictions and covenants, subject to review and approval by the town attorney, establishing the development's intent to operate as a senior multifamily residential development in accordance with the requirements established herein and any other applicable laws or regulations.
- (3) *Reporting.* At least once every two years, each senior multifamily residential development shall provide to the town's development services department a certified affidavit demonstrating that the requirements established herein as well as the requirements of the Fair Housing Act continue to be satisfied.
- (4) *Revocation of CO.* Failure to completely adhere to the requirements herein shall be deemed a violation of this chapter and may result in the revocation of the development's certificate of occupancy or other penalties as detailed in section 106.01.11, "penalties and enforcement" of this chapter.

(Ord. No. 1407, § 2, 8-15-2017)

Sec. 106.06.17 - Multifamily landscape requirements.

(a) *Minimum open space.* New multi-family developments shall use the following regulations:

- (1) *Open space per bedroom.* Each lot or parcel of land used for multiple-family residences shall provide on the same lot or parcel of land usable open space, in accordance with the table below:

ARTICLE VI, TABLE F	
MULTIFAMILY OPEN SPACE REQUIRED PER BEDROOM	
Number of Bedrooms [±]	Open Space Required
1	400 square feet
Each additional bedroom over 1	Additional 300 square feet

~~Note 1. Each manufactured home site in the MH-2 district will be calculated as a two-bedroom unit for the open space requirement.~~

- (2) *Minimum dimensions.* Each open space area shall have a minimum dimension of not less than 30 feet.
- (3) *Minimum overall percentage of open space.* No less than 15 percent of the required open space shall be arranged or located as a contiguous mass. This contiguous mass must be located within the required open space.
- (4) *Credits for amenities.* In meeting this requirements, a credit of three (3) square feet may be applied for each square foot utilized for:
- a. Swimming pools and adjacent decks, patios or lounge areas within ten feet of a pool;
 - b. Developed and equipped children's play areas;
 - c. Usable portions of recreational buildings; and
 - d. Private balconies and enclosed patios with a minimum dimension of five square feet.
- Tennis courts are specifically excluded from this credit allowance.
- (5) *Credit for sloped areas.* At the time of site plan approval, the Planning and Zoning Commission and Town Council may give full or partial credit for open areas that exceed the maximum slope, if it is determined that such areas are environmentally significant and that their preservation would enhance the development.
- (6) *Access to public parks.* At the time of site plan approval, the planning and zoning commission and town council may allow a credit not to exceed ten percent of the total required usable open space for adjacent and immediately accessible public parks. The combined credit for areas calculated at a three to one (3:1) basis and for public parks shall not exceed 50 percent of the total usable open space for an individual lot or parcel of land.
- (7) *Minimum number of trees in open space.* One large canopy tree shall be provided per 1,000 square feet of required open space.

- (8) *Hardscape*. All multi-family developments submitted after the adoption of this ordinance shall be required to include stained and stamped crosswalks from parking lots or structures to the main entrances of the buildings and other areas, as determined to be appropriate by the director.
- (9) *Stone, gravel and rock*. If stone, gravel, decorative rock, crushed granite or other non-plant derived materials are used in a residential front yard, no more than 20 percent of the yard area may be made up of these materials. Non-plant derived materials should be used as an accent to the areas of the lawn made up of sod, living ground cover, low bushes or plants, or mulch and shall include vegetative plantings within the stone/rock beds. In no case shall stone, gravel, rock or other non-plant derived materials be installed so that an impermeable surface area is created.
- (10) *Mailboxes*. When mailboxes are grouped or clustered, they may be located in the right-of-way. The exterior of the mailbox structure shall be masonry to match the main buildings and the roof made of metal materials or materials that match the main buildings.
- (11) *Artificial or synthetic turf*. Artificial or synthetic turf is prohibited.
- (12) *Entrances to multi-family developments*. The landscape island at the main or secondary entrances to the multi-family development shall be within a platted lot to be owned and maintained by the management company. Landscaped entries shall be a minimum size of six feet by 30 feet and may include a monument entrance sign. Entry designs shall be subject to the approval of the director.
- (13) *Landscaping for corner lots and residential/multifamily driveways*.
 - a. A minimum landscaped area of 900 square feet shall be located at the intersection corner of the lot, and commercial main entrance as shown on the landscape/site plan.
 - b. The landscaped area shall be provided within an area measured a minimum distance of 40 feet from the projected corner of the intersection on both sides of the lot or main entrance area.

(Ord. No. 1407, § 2, 10-20-2009; Ord. No. 1527, § 2, 10-15-2019)



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 7. D.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Skye Thibodeaux, Planning Manager

AGENDA ITEM:

Conduct a Public Hearing, Present, Discuss, and Consider Action to Approve **Ordinance No. 1588, a Request to Rezone Approximately 4.445 acres of land from Manufactured Home (MH-1) to Duplex (D), Generally Located Approximately 225 feet to the South and West of the Misty Way and Woodgrove Drive Intersection, within Little Elm's Town Limits.**

1. Staff Report:
2. Open Public Hearing:
3. Receive Public Comments:
4. Close Public Hearing:
5. Discuss and Take Action:

DESCRIPTION:

Location

The subject property is generally located approximately 225 feet to the south and west of the Misty Way and Woodgrove Drive intersection, within Little Elm's town limits.

Planning Analysis

This Town-initiated request is a result of a workshop discussion with Town Council and is for the purpose of rezoning an area of land situated in the Castleridge Subdivision that should have been included in Ordinance No. 1225 that was passed in 2014. This will also allow staff the opportunity to clean up this area on the current zoning map.

In 1998, Ordinance No. 414 was passed to rezone the Castleridge area from Agricultural to Mobile Home Residential to allow for a Mobile Home development. Moving forward, in 2014, Ordinance No. 1225 was presented and passed to rezone the same Castleridge area from Duplex (D) and Manufactured Home District (MH-1) to just Duplex (D) and remove Manufactured Home (MH-1) completely. However, the above-mentioned tract was excluded from this rezone for reasons that are unknown to staff. Today, a large portion of the Castleridge Subdivision has been redeveloped to

duplex homes which began in 2002.

With the understanding of Ordinance No. 1225 removing the Manufactured Home (MH-1) District entirely, staff feels it is necessary to rezone the above-mentioned tract of land to reflect the Duplex (D) zoning where it is part of the Castleridge Subdivision.

To note, staff spoke with the subject property owner regarding the proposed rezone and the owner is amenable to this request.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

The Planning & Zoning Commission recommended approval of staff's request to rezone the subject property.

Attachments

Ordinance 1588 - Castleridge Area Zoning

Location Map - Castleridge Area Zoning

Zoning Map - Castleridge Area Zoning

Timeline - Castleridge Area Zoning

Ordinance No. 414 - Castleridge Area Zoning

Ordinance No. 1225 - Castleridge Area Zoning

ORDINANCE NO. 1588

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY REZONING APPROXIMATELY 4.45 ACRES OF LAND FROM MANUFACTURED HOME (MH-1) DISTRICT TO DUPLEX (D) DISTRICT, GENERALLY LOCATED APPROXIMATELY 225 FEET TO THE SOUTH AND WEST OF THE MISTY WAY AND WOODGROVE DRIVE INTERSECTION; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town has initiated a request to rezone a piece of land more specifically described on the Location Map, attached hereto; and,

WHEREAS, the Town Council and the Planning and Zoning Commission, in accordance with state law and the applicable ordinances of the Town, have given the required notices and held the required public hearings regarding the request to rezone the subject property contained in this Ordinance; and

WHEREAS, and 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 requested zoning 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. ZONING AMENDMENT. The Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for a Duplex (D) district on approximately 4.45 acres of land, generally located approximately 225 feet to the south and west of the Misty Way and Woodgrove Drive intersection, a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, and all other applicable ordinances, laws, rules, regulations, and standards.

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

SECTION 4. ZONING MAP. The official zoning map of the Town shall be amended to reflect the change in zoning made by this ordinance.

SECTION 5. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 6. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 7. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 8. EFFECTIVE DATE. Upon adoption, this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

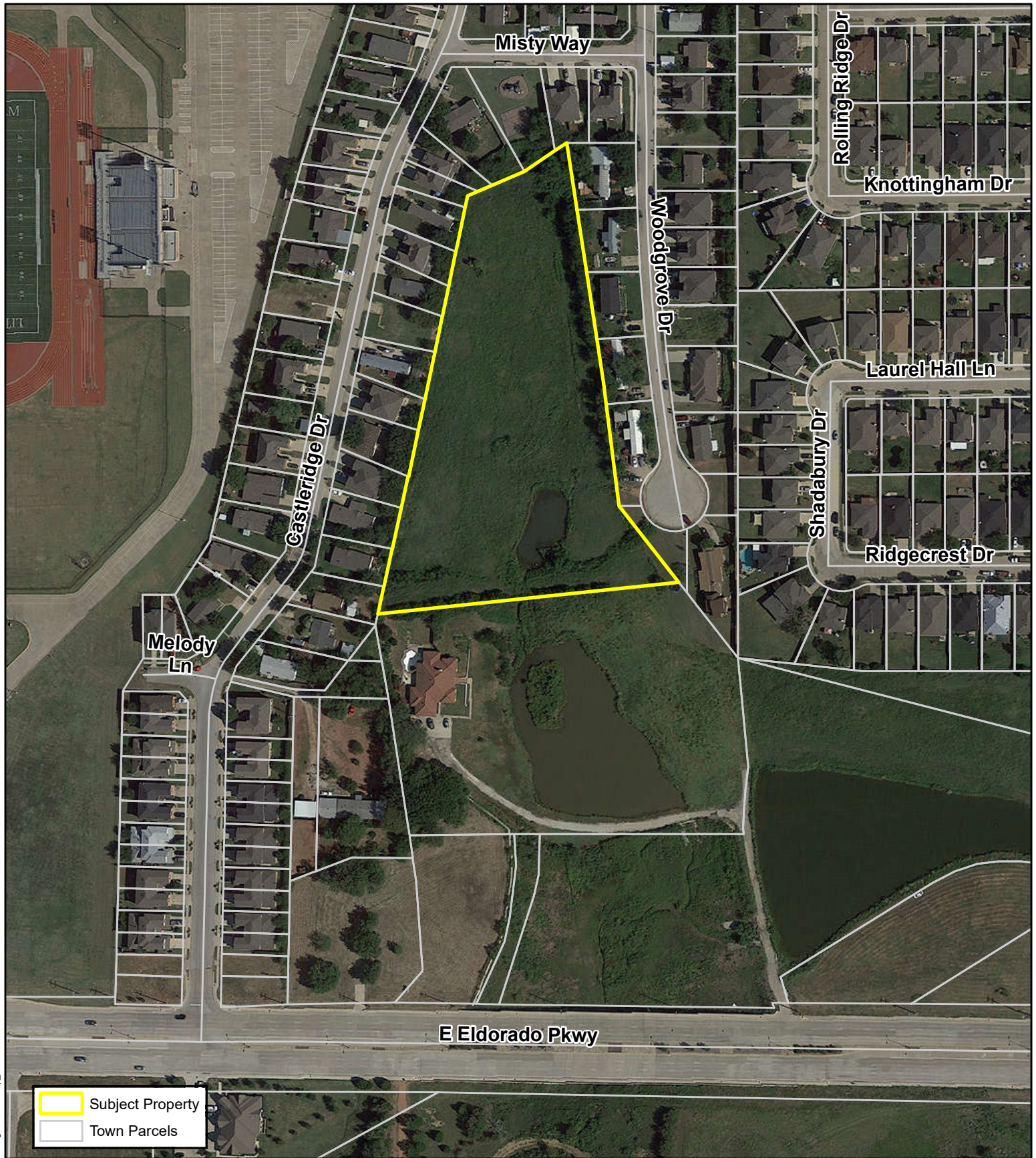
PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 5th day of January, 2021.



ATTEST:

The Town of Little Elm, Texas

Caitlan Biggs, Interim Town Secretary

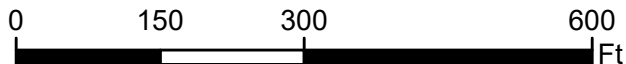
David Hillock, Mayor



-  Subject Property
-  Town Parcels



Castleridge Rezoning
A1312A A. VESTAL, TR 18C, 4.445 ACRES

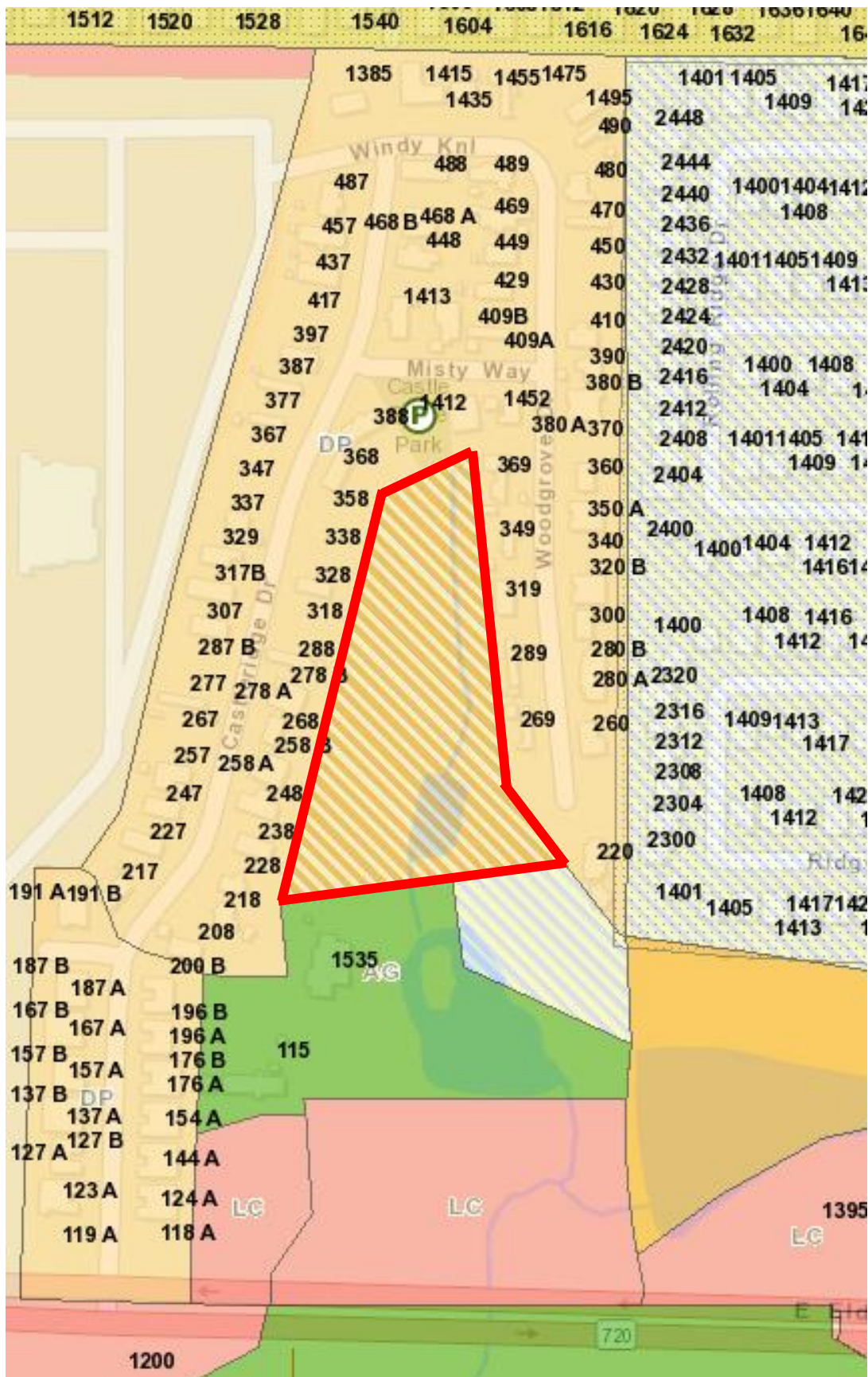


Town of Little Elm
Denton County, Tx
Date: 11/3/2020



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.



Subject property proposed to be rezoned from MH-1 to D



TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

100 West Eldorado Parkway
Little Elm, TX 75068

214-975-0470
developmentservices@littleelm.org
www.littleelm.org

January 5, 2021

Project Summary for Castleridge Area MH-1 Zoning

As part of the Town-initiated rezoning for the subject property, staff has taken the time to review relative past Town Council meeting videos and minutes along with pulling all corresponding plans in order to provide the following timeline which outlines the series of rezoning requests associated with what's being referred to as the MH-1-zoned "donut hole" tract within the Castleridge residential area.

1. **June 18, 1998:** The subject property, called out as "Lot 4" within Ordinance No. 414 was rezoned from Agricultural (AG) District to Mobile Home Residential (MH) to be compatible with the Castleridge mobile home area, which was zoned MH at the time.
2. **August 19, 2014:** As part of an initiative to rezone the Castleridge mobile home area from MH to Duplex (D) District, as shown in Ordinance No. 1225, for the purpose redevelopment, the subject property was not rezoned as a part of the request and it remained zoned MH.
3. **September 15, 2020:** Staff proposed changes to various sections of the Zoning Ordinance, which were recommended for approval by the Planning & Zoning Commission, where a portion of the overall proposed text amendments addressed language associated with manufactured homes. Primarily for the purpose of "house cleaning". The subject property came up in the discussion. Council asked that the item be removed from consideration and staff provide a comprehensive report regarding the purpose wrapped in a historical context of the relative proposed amendments.
4. **November 17, 2020:** Staff conducted a workshop discussion with Town Council to review the history of the manufacture home and mobile home park districts along with a review of the changes in zoning on and around the subject property.
5. **December 17, 2020:** The Planning & Zoning Commission recommended approval of the rezoning request.

After the workshop discussion with Council at the November 17, 2020 Town Council Meeting, it was determined the most appropriate action would be to rezone the subject property to Duplex to be compatible with the surrounding Castleridge Duplex-zoned area. The proposed rezoning is for the purpose of executing the direction to staff provided by Council.

CITY OF LITTLE ELM

ORDINANCE NO. 414

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LITTLE ELM, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF LITTLE ELM AS HEREOF AMENDED SO AS TO PROVIDE FOR A MH MOBILE HOME DEVELOPMENT SINGLE FAMILY DISTRICT HEREINAFTER DESCRIBED CORRECTING OFFICIAL ZONING MAP; A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2000) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a change in the classification of a zoning district has been requested by HAROLD F. OLDHAM on a piece of property more specifically described in Exhibit "A" legal description attached hereto and proposed plat Lot "4"; and

WHEREAS, the City Council and the Planning and Zoning Commission of the City of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the City of Little Elm, have given the requisite notices by publication and otherwise, and have held 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, the governing body in the exercise of its legislative discretion has concluded that the Comprehensive Zoning Ordinance of the City of Little Elm should be amended as follows:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LITTLE ELM, TEXAS;

Section 1. That the Comprehensive Zoning Ordinance of the City of Little Elm, Texas as here fore amended, and the same is hereby amended by providing for a MH MOBILE HOME DEVELOPMENT SINGLE FAMILY DISTRICT Zoning on a tract of land currently zoned AGRICULTURAL , being more specifically described by the hereto attached Exhibit "A" legal description. With attachment Exhibit "B" Lot "4" proposed Plat Request.

Section 2. That the property described in Exhibit "A" and Exhibit "B" shall only be used in the manner and for the purpose provided for in the Comprehensive Zoning Ordinance of the City of Little Elm as heretofore amended.

Section 3. That the official zoning map of the City be corrected to reflect the changes in zoning described herein.


Section 4. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.


Section 5. 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, the adjudication shall not affect any other section or provision of this ordinance or the application or 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 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.

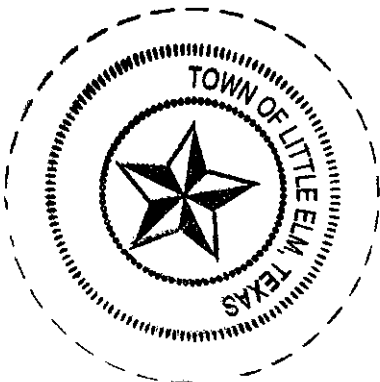
Section 6. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

Section 7. That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such case provides.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, this 6th day of July, 1998.


Jim Pelley, Mayor

ATTEST:

Kathy Phillips/Town Secretary
{SEAL}





Surveyors & Engineers of North Texas

GREG EDWARDS, P.E.

WILLIAM COLEMAN, R.P.L.S.

1821 Amanda Court Ponder, Texas 76259

Ph: (940) 482-2908 FAX: (940) 482-0009 Toll-free: (877) 481-SENT
www.sentcorp.com

PARCEL 4 MH – MOBILE HOME RESIDENTIAL

All that certain tract of land situated in the A. Vestal Survey Abstract Number 1312, Town of Little Elm, Denton County, Texas, and being a part of the called 18.9316 acre tract described in the deed from Team Bank to Harold E. Oldham Jr. et ux recorded in Volume 2967, Page 591 of the Real Property Records of Denton County, Texas; the subject tract being more particularly described as follows:

BEGINNING for the Southwest corner of the tract being described herein, at a ½ inch iron rod at the Northeast corner of a called 3.211 acre residential tract and the Northeast corner of Lot 7A, Block 1 of Castle Ridge, Phase 1 recorded in Cabinet E, Page 272 of the Plat Records of Denton County, Texas on the West line of the Oldham tract North 41 Degrees 12 Minutes 32 Seconds East a distance of 99.94 feet, North 03 Degrees 10 Minutes 16 Seconds West a distance of 137.56 feet and North 08 Degrees 09 Minutes 16 Seconds West a distance of 402.10 feet from a concrete monument found at the Southwest corner thereof on the North line of FM 720;

THENCE North 13 Degrees 53 Minutes 14 Seconds West with the West line of the Oldham tract and the East line of Block 1 a distance of 712.0 feet more or less to an angle point;

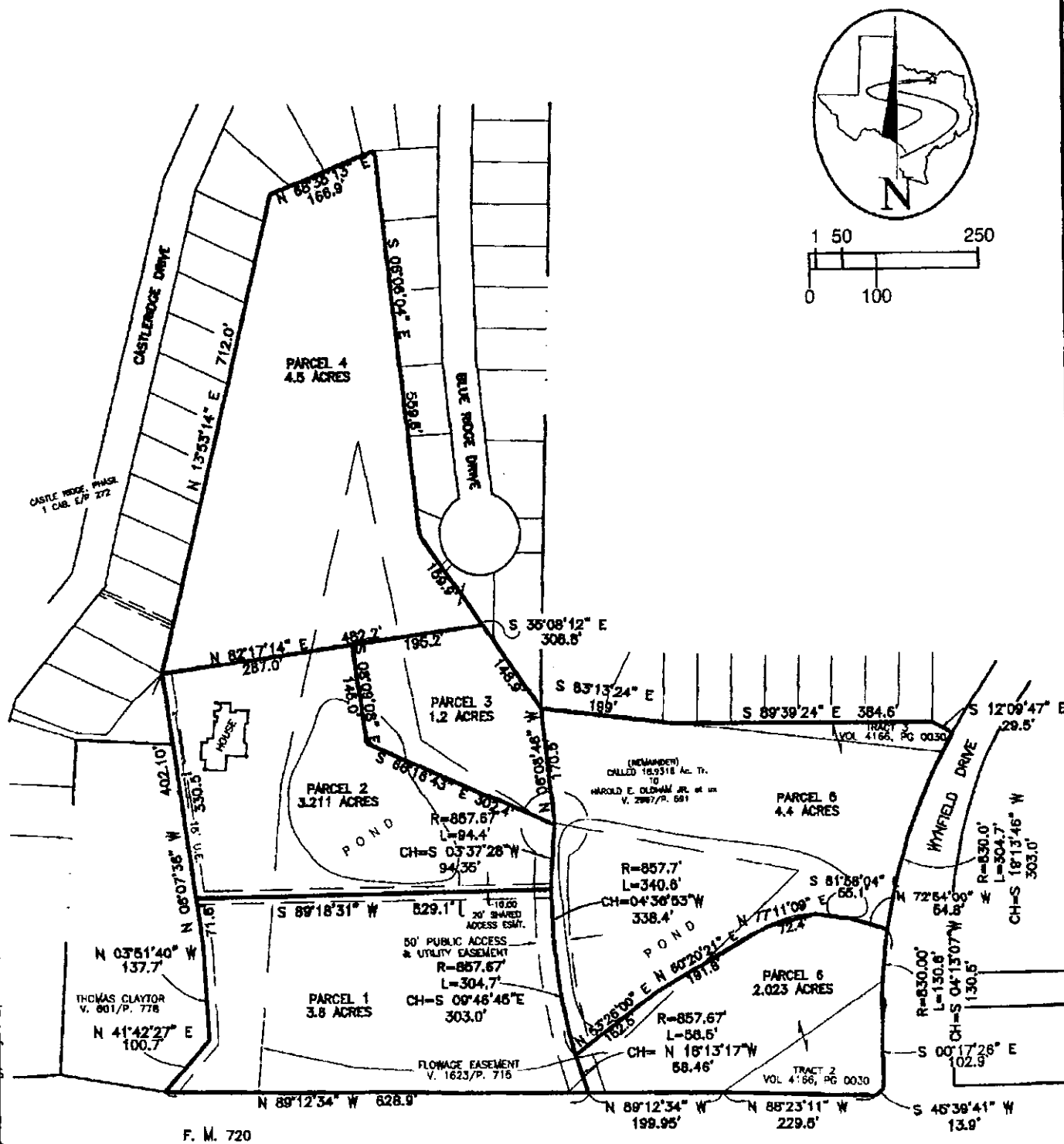
THENCE North 68 Degrees 35 Minutes 13 Seconds continuing with the East line of Block 1 and the North line of the Oldham tract a distance of 166.9 feet more or less to an angle point;

THENCE South 06 Degrees 06 Minutes 04 Seconds East with the East line of the Oldham tract and the West line of Block 1 a distance of 559.8 feet more or less to an angle point;

THENCE South 35 Degrees 08 Minutes 12 Seconds East with the East line of the Oldham tract and the West line of Block 1 a distance of 159.9 feet more or less to the extended North line of the said 3.211 acre residential tract;

THENCE South 82 Degrees 17 Minutes 14 Seconds West passing the Northerly Northeast corner of the 3.211 acre tract and continuing with the North line thereof, in all, a total distance of 482.2 feet more or less to the PLACE OF BEGINNING and enclosing 4.5 acres of land.

7:SENT Records\401_500\425\Zooing 2004 Aug - Layout1_08\0000001_04\01:EG.PIN Jennifer_HP_LaserJet 5000 Series.PCI.6



ZONING PLAN

A. VESTAL SURVEY A-1312
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

DATE: 8-8-01
SCALE: 1"=200'
DRAWN: CAF
CHECKED: WMC



**Surveyors &
Engineers of
North
Texas, Inc.**

1821 AMANDA COURT PONDER, TEXAS 76258
PH:(940)482-2908,FAX (940)482-2911,TOLL-FREE:(877)481-SENT
WWW.SENTCORP.COM

Town of Little Elm

Little Elm, Texas 75069

"EXHIBIT "A"

Legal description of the area of request in ZONING CASE

A tract of land situated in the County of Denton, State of Texas, being part of the A. Vistal Survey (A-1312), and being part of an 88.20 acre tract of land acquired by the United States of America from Mary Emma Hart, et al, by Declaration of Taking filed 6 August 1953 in Condemnation Proceedings (Civil No. 951) in the District Court of the United States for the Eastern District of Texas, Sherman Division, and being designated as Tract No. H-717-1 for Lewisville Dam, Garza-Little Elm Lake, and all of a 6.83 acre tract of land acquired by the United States of America from Clara F. Marr, et al, by deed dated 17 April 1953 and recorded in Volume 387 at Page 212 of the Deed Records of Denton County, Texas, and being designated as Tract No. H-712 for said Lewisville Dam, Garza-Little Elm Lake, and being more particularly described as follows:

BEGINNING at Government marker No. 712-4, situated in the north right-of-way line for State Highway No. 720 for the southeast corner for said Tract No. H-712;

THENCE along the north right-of-way line for said State Highway No. 720, north 89°12'34" west, 829.22 feet to Government marker No. 717-1;

THENCE along the boundary line for said Tract No. H-717-1 as follows: north 41°24'31" east, 99.80 feet (Deed north 41°16' east, 100 feet) to Government marker No. 717-1-2;

THENCE north 03°12'42" west, 138.18 feet (Deed = north 03°18' west, 138.00 feet) to Government marker No. 717-1-3;

THENCE north 08°16'44" west, 402.81 feet (Deed = north 08°20' west, 398.02 feet) to Government marker No. 717-1-4;

THENCE north 12°50'11" east, 700.14 feet (Deed = north 12°38' east, 702.70 feet) to Government marker No. 717-1-5;

THENCE north 67°16'04" east, 167.00 feet (Deed = north 66°57' east, 167.80 feet) to Government marker No. 717-1-6;

THENCE south 07°23'23" east, 559.92 feet (Deed = south 07°43' east, 560.00 feet) to Government marker No. 717-1-7;

THENCE south 36°21'27" east, 307.72 feet (Deed = south 24°00' east, 252.00 feet) to Government markers Nos. 717-1-8 and H-712-1 for a northeast corner for said Tract No. H-717-1 and the northwest corner for said Tract No. H-712;

THENCE departing from the boundary line for said Tract No. H-717-1, along the boundary line for said Tract No. H-712 as follows: south 83°18'11" east, 649.72 feet (Deed = south 83°17' east, 650.00 feet) to Government marker No. 712-2;

THENCE south 00°00'24" east, 234.72 feet (Deed = south, 235.00 feet) to Government marker No. 712-3;

THENCE south 56°07'20" west, 458.69 feet (Deed = south 58°00' west, 475.00 feet) to the point of beginning, containing 19.12 acres, more or less.

I certify that to the best of my knowledge this is an accurate description of property upon which I have requested a change in zoning. I understand that I am fully responsible for the accuracy of the legal description given above.

Date 4/23, 19 98.

Applicant Signature

Virginia D. Olson

Exhibit "B"

PROPOSED PLAT

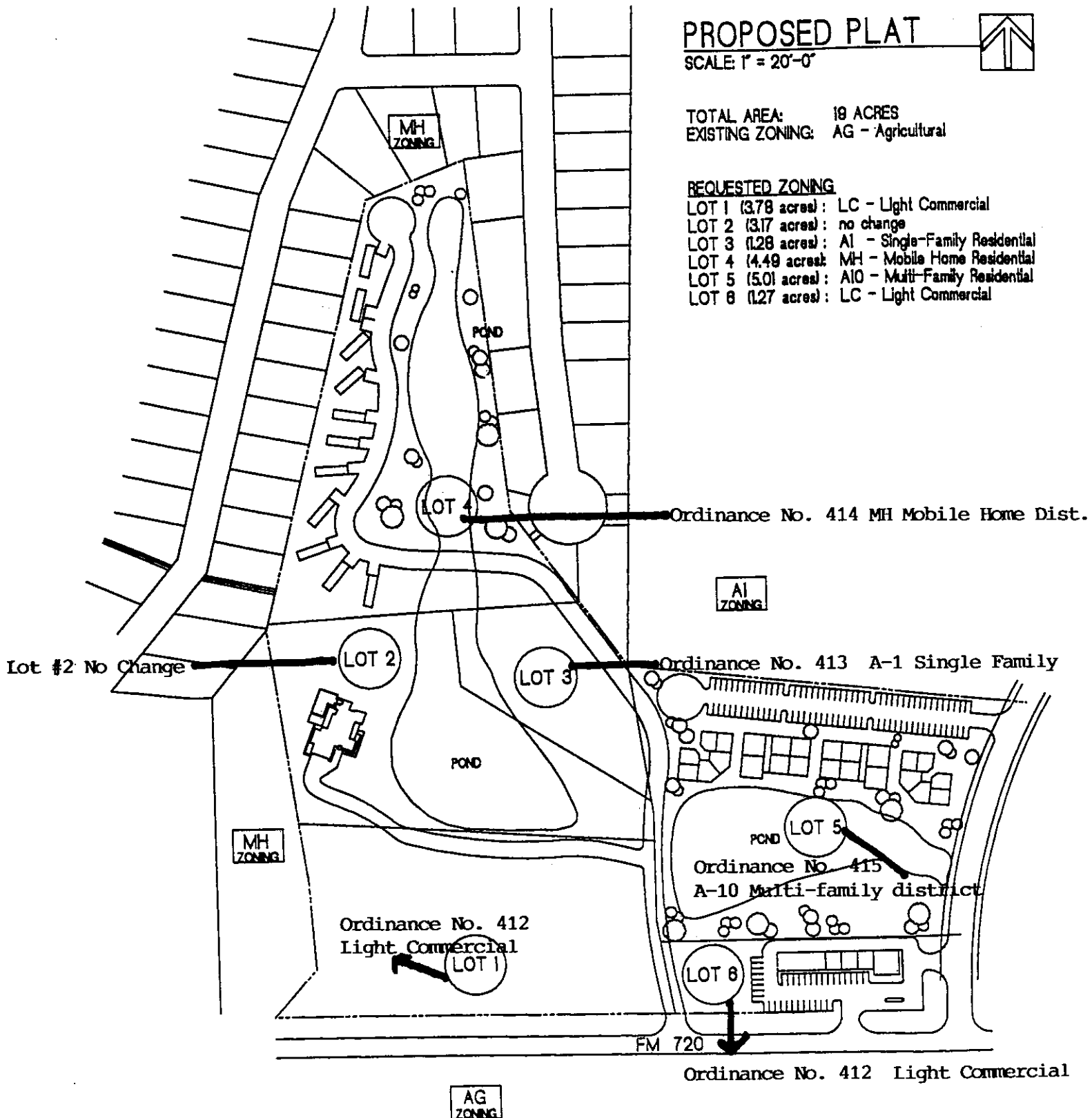
SCALE: 1" = 20'-0"



TOTAL AREA: 19 ACRES
EXISTING ZONING: AG - Agricultural

REQUESTED ZONING

LOT 1 (3.78 acres): LC - Light Commercial
LOT 2 (3.17 acres): no change
LOT 3 (1.28 acres): A1 - Single-Family Residential
LOT 4 (4.49 acres): MH - Mobile Home Residential
LOT 5 (5.01 acres): A10 - Multi-Family Residential
LOT 6 (1.27 acres): LC - Light Commercial



PROPOSED PLAT
 SCALE: 1" = 20'-0"

TOTAL AREA: 19 ACRES
 EXISTING ZONING: AG - Agricultural

REQUESTED ZONING

Lot	Area (acres)	Requested Zoning
LOT 1	3.78	LC - Light Commercial
LOT 2	3.17	no change
LOT 3	1.28	A1 - Single-Family Residential
LOT 4	4.49	MH - Mobile Home Residential
LOT 5	5.01	A10 - Multi-Family Residential
LOT 6	1.27	LC - Light Commercial

The map shows a proposed plat with 8 lots. Lot 1 is at the bottom center, Lot 2 is to its northwest, Lot 3 is to its northeast, Lot 4 is to its north, Lot 5 is to its east, and Lot 6 is to its southeast. Lot 7 is a small area to the west of Lot 2, and Lot 8 is a small area to the north of Lot 4. There are two ponds: one in the center of Lot 3 and one in Lot 5. The map also shows existing zoning (AG) and requested zoning (LC, A1, A10, MH) for various areas. A north arrow is in the top right corner. The scale is 1" = 20'-0".

June 18, 1998

Via Fax: 972.292.3909

Ms. Kathy Phillips
Town Secretary
Town of Little Elm
P.O. Box 129
Little Elm, Texas

RE: Harold Oldham Property on Highway 720
Proposed Zoning

Dear Kathy:

As you know, our group has the 75 acres of residential land (presently being platted as Canterbury Green) which is located adjacent to Mr. Oldham's property. The angle of our existing mutual property line extending northeast from Highway 720 is not efficient for either of our developments. In order to enable a more compatible and efficient relationship between our two planned developments, we have entered into a "Land Exchange Agreement" whereby we intend to trade about 0.5 acres each. (See attached Exhibit "A".)

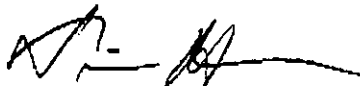
The benefits of this trade include:

- 1) Provides access to the Oldham property from our internal collector street;
- 2) Creates an attractive commercial corner for the Oldham property; and
- 3) Enables a more efficient grading and drainage relationship between our two developments.

It is my understanding that Mr. Oldham's zoning exhibit reflects this land exchange. The purpose of this letter is to acknowledge our agreement on this matter.

Should you have any questions on this matter, please call me at 972.221.1199.

Sincerely,

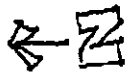


Tim House
WODTO, Inc.

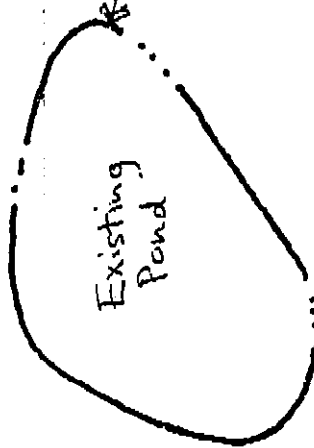
cc: Harold Oldham

EXHIBIT "A"

Scale: 1" = 100'



0.5 miles
(Oldham to Worsley)

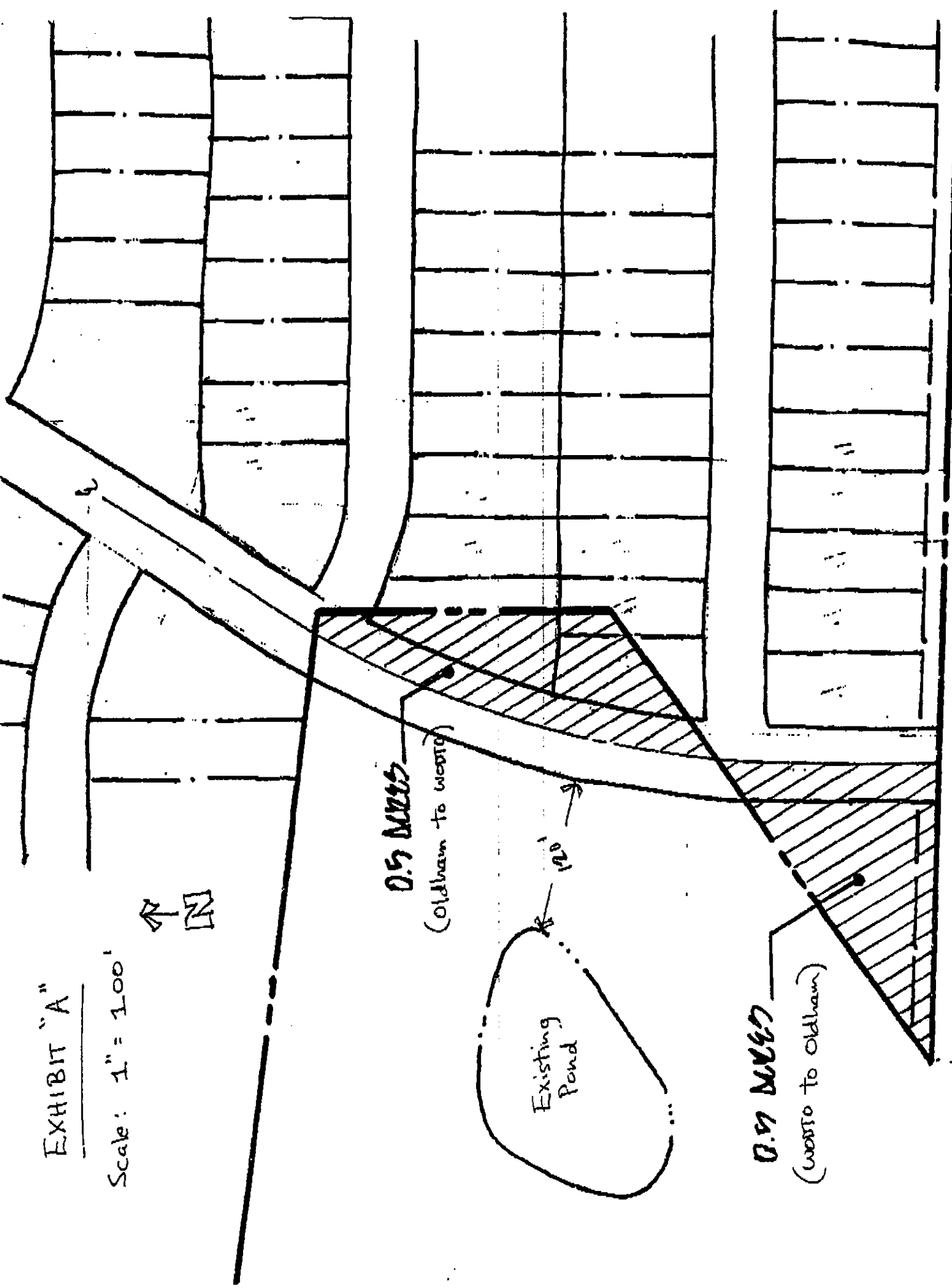


120'

0.9 miles
(Worsley to Oldham)

215'

F.M. 720



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Little Elm Town Council and the Planning and Zoning Commission will conduct a Joint Public Hearing on Thursday, June 18, 1998, at 7:00 P.M. at the Little Elm Community Center, located at 107 Hardwicke Lane, Little Elm, Texas for the consideration on zoning change on the following parcel of property:

LEGAL DESCRIPTION OF THE AREA OF REQUESTED ZONING FROM AGRICULTURAL TO: SINGLE FAMILY A-1 (1.28 acres) MOBILE HOMES-MH (4.49 acres) MULTI-FAMILY A-10 (6.28 acres) LIGHT COMMERCIAL LC (3.78 acres) IS AS FOLLOWS:

A tract of land situated in the County of Denton, State of Texas, being part of the A. Vistal Survey (A-1312), and being part of an 88.20 acre tract of land acquired by the United States of America from Mary Emma Hart, et al, by Declaration of Taking filed 6 August 1953 in Condemnation Proceedings (Civil No. 951) in the District Court of the United States for the Eastern District of Texas, Sherman Division, and being designated as Tract No. II-717-1 for Lewisville Dam, Garza-Little Elm Lake, and all of a 6.83 acre tract of land acquired by the United States of America from Clara F. Marr, et al, by deed dated 17 April 1953 and recorded in Volume 387 at Page 212 of the Deed Records of Denton County, Texas, and being designated as Tract No. II-712 for said Lewisville Dam, Garza-Little Elm Lake, and being more particularly described as follows:

BEGINNING at Government marker No. 712-4, situated in the north right-of-way line for State Highway No. 720 for the southeast corner for said Tract No. II-712;

THENCE along the north right-of-way line for said State Highway No. 720, north 89°12'34" west, 829.22 feet to Government marker No. 717-1;

THENCE along the boundary line for said Tract No. II-717-1 as follows: north 41°24'31" east, 99.80 feet (Deed north 41°16' east, 100 feet) to Government marker No. 717-1-2;

THENCE north 03°12'42" west, 138.18 feet (Deed = north 03°18' west, 138.00 feet) to Government marker No. 717-1-3;

THENCE north 08°16'44" west, 402.81 feet (Deed = north 08°20' west, 398.02 feet) to Government marker No. 717-1-4;

THENCE north 12°50'11" east, 700.14 feet (Deed = north 12°38' east, 702.70 feet) to Government marker No. 717-1-5;

THENCE north 67°16'04" east, 167.00 feet (Deed = north 66°57' east, 167.80 feet) to Government marker No. 717-1-6;

THENCE south 07°23'23" east, 559.92 feet (Deed = south 07°43' east, 560.00 feet) to Government marker No. 717-1-7;

THENCE south 36°21'27" east, 307.72 feet (Deed = south 24°00' east, 252.00 feet) to Government markers Nos. 717-1-8 and H-712-1 for a northeast corner for said Tract No. II-717-1 and the northwest corner for said Tract No. II-712;

THENCE departing from the boundary line for said Tract No. II-717-1, along the boundary line for said Tract No. II-712 as follows: south 83°18'11" east, 649.72 feet (Deed = south 83°17' east, 650.00 feet) to Government marker No. 712-2;

THENCE south 00°00'24" east, 234.72 feet (Deed = south, 235.00 feet) to Government marker No. 712-3;

THENCE south 56°07'20" west, 458.69 feet (Deed = south 58°00' west, 475.00 feet) to the point of beginning, containing 19.12 acres, more or less.

NOTICE OF
JOINT PUBLIC HEARING
JOINT WORK SESSION
JUNE 18, 1998

Notice is hereby given of a JOINT PUBLIC HEARING AND JOINT WORK SESSION of the Little Elm Town Council and the Planning and Zoning Commission to be held at 7:00 P.M., on Thursday June 18, 1998, at the Little Elm Community Center, located at 107 Hardwicke Lane, Little Elm, Texas, to address the following items:

1. Call to Order Joint Public Hearing.

(a) RE: Re-zoning from Agricultural to Single A-1 (1.28 acres) Mobile Home-MH (4.49) Multi-family (6.28) acres Light Commercial LC (3.78) acres as requested by Harold Oldham.

2. Adjourn Joint Public Hearing.

3. Call to Order Joint Work Session.

RE: Comprehensive Zoning Ordinance (adding of new districts)

4. Adjourn Joint Work Session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aides or services such as interpreters for persons who are hearing impaired, readers, or large print are requested to contact the Secretary at (972) 294-1821 two days prior to the meeting so that appropriate arrangements can be made. BRAILLE IS NOT PROVIDED.

Respectfully,



Kathy Phillips,
City Secretary

This is to certify that the above notice of meeting was posted at the Town Hall and the Community Center prior to 5:00 P.M. on this the 12th day of June, 1998.

**ZONING DESCRIPTION
TRACT A**

BEING A 0.490 ACRE TRACT OF LAND SITUATED IN THE ALLEN VESTAL SURVEY, ABSTRACT NO. 1312, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO LAWRENCE A. BEYER AND ALLIED BANK OF DALLAS (BEYER TRACT), RECORDED IN VOLUME 2295, PAGE 630, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 0.490 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID BEYER TRACT IN THE NORTH RIGHT-OF-WAY LINE OF F.M. HWY. NO. 720;

THENCE N 57°26'56" E, ALONG THE WEST LINE OF SAID BEYER TRACT, A DISTANCE OF 303.28 FEET TO A POINT FOR CORNER;

THENCE DEPARTING SAID WEST LINE OVER AND ACROSS SAID BEYER TRACT WITH A CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET, A DELTA ANGLE OF 4°35'35", A CHORD BEARING S 05°11'25" W 64.11 FEET, AND AN ARC LENGTH OF 64.13 FEET TO A POINT FOR CORNER;

THENCE S 02°53'38" W OVER AND ACROSS SAID BEYER TRACT, A DISTANCE OF 111.82 FEET TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID BEYER TRACT AND THE COMMON NORTH RIGHT-OF-WAY LINE OF SAID F.M. HWY. NO. 720;

THENCE N 87°06'22" W ALONG THE SOUTH LINE OF SAID BEYER TRACT AND THE COMMON NORTH RIGHT-OF-WAY LINE OF SAID F.M. HWY. NO. 720, A DISTANCE OF 244.50 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.490 ACRES OF LAND, MORE OR LESS.

THIS DESCRIPTION AND OR EXHIBIT HEREIN IS NOT THE RESULT OF AN ON THE GROUND SURVEY BY "CARTER AND BURGESS". THE BEARINGS, DISTANCES AND ACREAGES SHOWN ARE DETERMINED BY RECORD DOCUMENTS.

THESE DOCUMENTS ARE NOT INTENDED FOR USE AS DEFINED UNDER SECTION 2 OF THE PROFESSIONAL LAND SURVEYING PRACTICES ACT, ARTICLE 5282C V.T.C.S. (revised).

**ZONING DESCRIPTION
TRACT B**

BEING A 0.523 ACRE TRACT OF LAND SITUATED IN THE ALLEN VESTAL SURVEY, ABSTRACT NO. 1312, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO HAROLD E. OLDHAM, JR., RECORDED IN VOLUME 2967, PAGE 591, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 0.523 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID OLDHAM TRACT, SAID POINT BEING N 57°26'56" E, A DISTANCE OF 303.28 FEET FROM THE SOUTHEAST CORNER OF SAID OLDHAM TRACT;

THENCE DEPARTING SAID EAST LINE, OVER AND ACROSS SAID OLDHAM TRACT WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET, A DELTA ANGLE OF 24°34'48", A CHORD BEARING N 19°46'36" E 340.58 FEET, AND AN ARC LENGTH OF 343.20 FEET TO A POINT FOR CORNER IN THE NORTH LINE OF SAID OLDHAM TRACT;

THENCE S 81°59'37" E, ALONG THE NORTH LINE OF SAID OLDHAM TRACT, A DISTANCE OF 21.25 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID OLDHAM TRACT;

THENCE S 01°20'31" W, ALONG THE EAST LINE OF SAID OLDHAM TRACT, A DISTANCE OF 234.10 FEET TO A POINT FOR CORNER;;

THENCE S 57°26'56" W, ALONG THE EAST LINE OF SAID OLDHAM TRACT, A DISTANCE OF 155.17 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.523 ACRES OF LAND, MORE OR LESS.

THIS DESCRIPTION AND OR EXHIBIT HEREIN IS NOT THE RESULT OF AN ON THE GROUND SURVEY BY "CARTER AND BURGESS". THE BEARINGS, DISTANCES AND ACREAGES SHOWN ARE DETERMINED BY RECORD DOCUMENTS.

THESE DOCUMENTS ARE NOT INTENDED FOR USE AS DEFINED UNDER SECTION 2 OF THE PROFESSIONAL LAND SURVEYING PRACTICES ACT, ARTICLE 5282C V.T.C.S. (revised).

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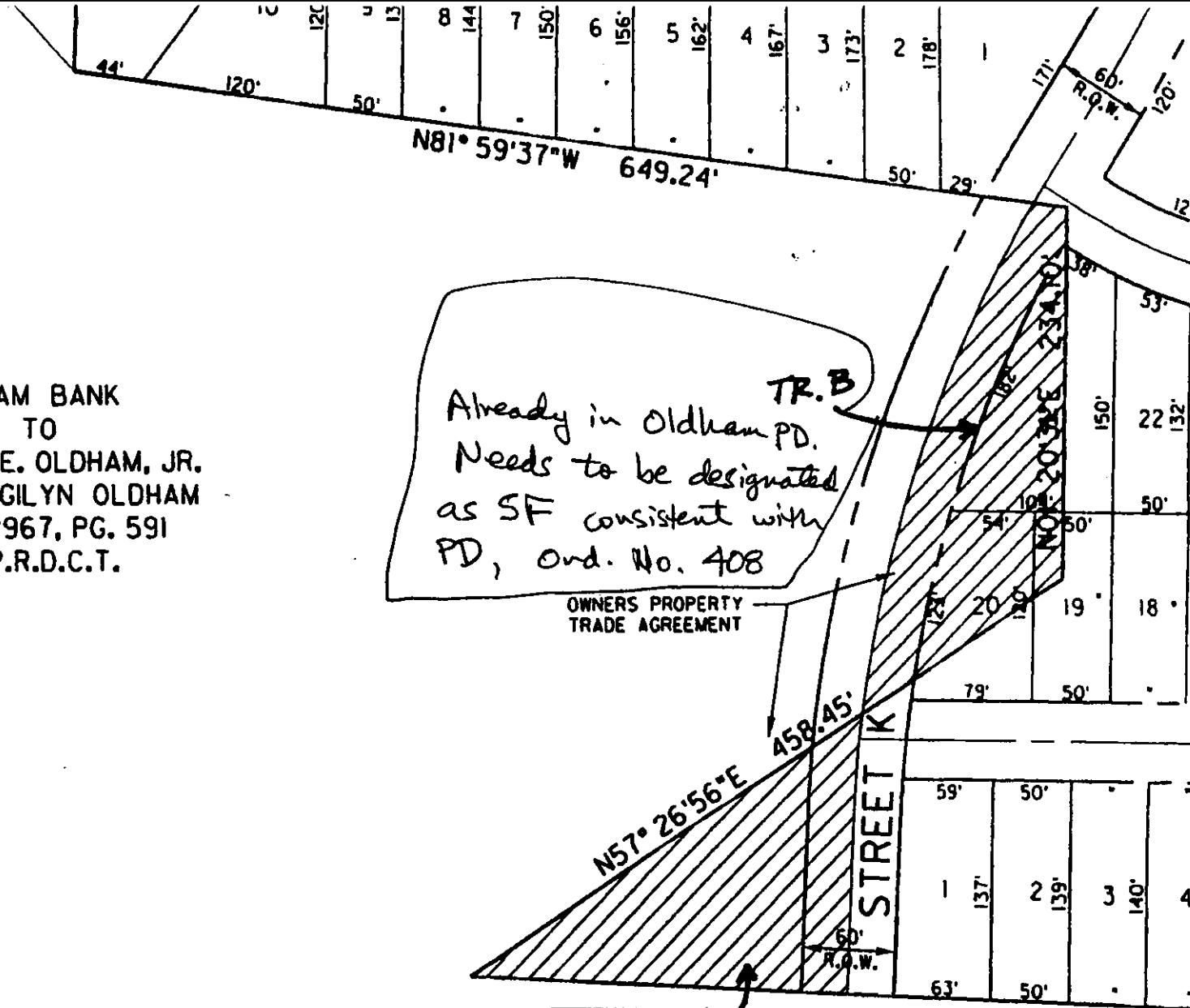
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PRF=F:✓

Already in Oldham PD.
Needs to be designated
as SF consistent with
PD, Ord. No. 408

OWNERS PROPERTY
TRADE AGREEMENT

Add to legal description
for Oldham PD.



WODTO, INC.

FACSIMILE TRANSMITTAL COVER SHEET

TO: Name Kathy Phillips
Company Town of Little Elm
Location _____
Phone # _____
Facs. # 972. 292. 3909

FROM: Name Tim House
Company WODTO, Inc.
Location 1660 S. Stemmons #280
Lewisville, Texas 75067
Phone # (972)221-1199
Facs. # (972)221-1217

DATE: 06 / 18 / 98

NUMBER OF PAGES BEING SENT: 3
(Including this cover sheet)

PROPERTY / PARTNERSHIP: Canterbury Green / Oldham
(Please make sure to note this!)

COMMENTS: _____

TOWN OF LITTLE ELM

ORDINANCE NO. 1225

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 20.7 ACRES OF LAND FROM DUPLEX DISTRICT (D) AND MANUFACTURED HOME DISTRICT (MH1) TO DUPLEX DISTRICT (D), GENERALLY LOCATED NORTH OF ELDORADO PARKWAY AND ALONG CASTLERIDGE DRIVE AND WOODGROVE DRIVE; 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 2008 Comprehensive Plan directed the Town to proactively rezone property that did not conform to the Future Land Use Plan (FLUP); and

WHEREAS, the Town's FLUP designates the subject property as Medium Density Residential, which is a land use category that is appropriate for the duplex use currently in existence and proposed for expansion; and

WHEREAS, the Town has initiated a request to rezone a piece of land more specifically described on the Location Map, attached hereto; and

WHEREAS, in 2002, the Town approved an owner-initiated request to rezone a portion of the subject property to duplex, allowing for modern duplex development that continues today; and

WHEREAS, most of the duplexes currently in existence in Castleridge are constructed on lots zoned MH1, illustrating the market demand for the proposed duplex district; and

WHEREAS, the Town believes this rezoning will increase curb appeal, property values, and home ownership rates in Castleridge; and

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

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

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

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

SECTION 2. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for a **Duplex (D)** district on approximately 20.7 acres of land generally located north of north of Eldorado Parkway and along Castleridge Drive and Woodgrove Drive, Little Elm, Denton County, Texas, a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance and all other applicable ordinances, laws, rules, regulations, and standards.

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

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

SECTION 5. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

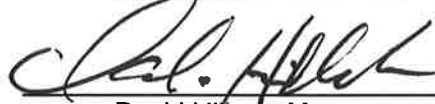
SECTION 6. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 7. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 8. EFFECTIVE DATE. Upon adoption, this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

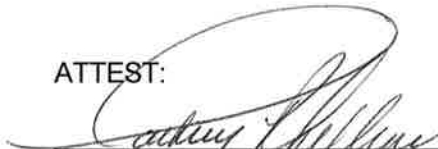
PASSED AND APPROVED this the 19th day of August, 2014.

The Town of Little Elm, Texas

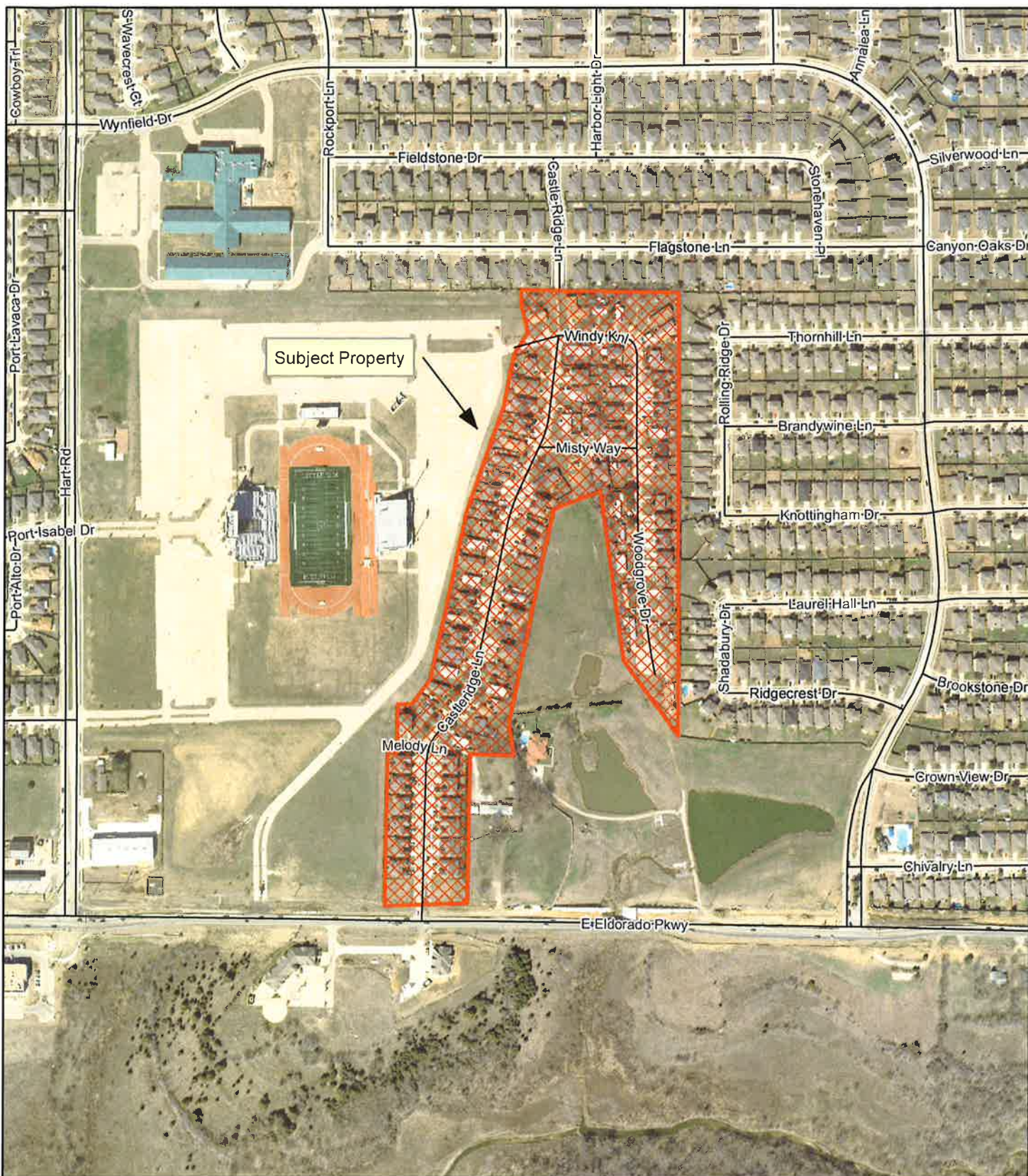


David Hillock, Mayor

ATTEST:



Kathy Phillips, Town Secretary

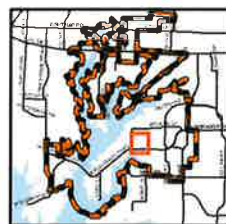
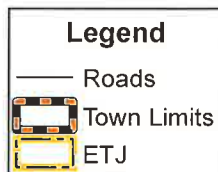


Location Map

Castleridge
Town of Little Elm
Denton County, Tx

Date: 7/23/2014

0 205 410
Feet



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.

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT: 14-Z-002 Castleridge

HEARING DATES: Planning & Zoning Commission: 8-07-14
Town Council: 8-19-14

REQUEST: A Town-initiated request to rezone approximately 20.7 acres of land from Duplex district (D) and Manufactured Home district (MH1) to Duplex district (D).

PROPOSED USE: Continuation of Castleridge's redevelopment with duplex uses

LOCATION: Generally located north of Eldorado Parkway and along Castleridge Drive and Woodgrove Drive, within town limits.

SIZE: Approximately 20.7 acres of land

CURRENT/PROPOSED ZONING: Duplex (D) and Manufactured Home (MH1) / Duplex (D)

CURRENT/PROPOSED FLUP DESIGNATION: Medium Density Residential (*no change*)

EXISTING USE / SITE ATTRIBUTES: Existing subdivision partly redeveloped with modern duplex structures and partly developed with manufactured homes.

APPLICANT: Town of Little Elm

OWNER: Multiple

PLANNING ANALYSIS:

Introduction

The 2008 Comprehensive Plan directed the Town to proactively rezone land that did not conform to the Future Land Use Plan (FLUP). Beginning in 2008, the Town initiated multiple rezoning cases to clean up the zoning map, properly zone different tracts, and phase out antiquated zoning districts. To date, Little Elm has completed twenty (20) such cases.

Important to note, *Preston on the Lake* is a mobile home park, which is different than the manufactured home district being discussed.

Castleridge History

Little Elm annexed Castleridge, located generally east of the LEISD

athletic stadium, in 1997. Platted in 1985, the original Castleridge mobile home subdivision stretched west to Hart Road, encompassing the LEISD tract that the athletic stadium currently sits on. LEISD purchasing a portion of the property considerably reduced the impact of the original Castleridge mobile home subdivision.

In 2002, Town Council approved an owner-initiated request to rezone the first 14 residential lots from mobile home district to duplex district. Since that time, modern duplexes were constructed on all 14 lots, and duplex construction penetrated into the mobile home subdivision area for a total of 33 modern duplexes built on the 81 lots of Castleridge (40%). Conversion of mobile homes to duplexes continues today, as duplexes are allowed by right in manufactured home districts.

In 2013, the Planning & Zoning Commission unanimously recommended approval for the same rezoning effort. Town Council took no action on the request, neither approving it nor denying it. Since that public hearing, two (2) more duplexes have been constructed on Castleridge lots.

Justification

Market Demand: In Castleridge, 21 of the 33 new duplexes were constructed on lots zoned for mobile homes. Thus, market demand exists for duplexes beyond the entrance area of Castleridge.

FLUP: The FLUP designates both subdivisions as Medium Density Residential, which is a land use category that supports Duplex zoning and Townhouse zoning. Thus, the current zoning (mobile home) is not supported by the FLUP.

Home Ownership: The minimum lot size in the Duplex district is small enough to allow for a duplex to be subdivided. This is important because it allows the developer to sell off each unit instead of leasing out each unit, which increases cash flow. Of the original duplexes constructed (24 units) in Castleridge, 30% are owner occupied.

Property Value: The typical Castleridge duplex appraises for \$180,000 and generates approximately \$4,400 in local tax revenue, of which approximately \$1,200 is distributed to the Town. Lots with mobile homes have values that generally range from \$25,000 to \$75,000, depending on the situation. Less than \$500 in tax revenue is generated to the Town by the highest valued non duplex lot.

Curb Appeal: Citizens listed *enhanced curb appeal* among Little Elm's top 3 wants in the 2008 Comprehensive Plan. Countless visitors to Little Elm see mobile homes backing onto the athletic stadium.

Non-Conformity

Commonly referred to as being grandfathered, existing mobile homes, if the subject property were rezoned, would become legal, non-conforming. State law, in addition to local ordinance, affords legal, non-conforming mobile homes the ability to replace their structure with a manufactured home; thus, legal non-conforming mobile homes have greater protection in this situation than in typical zoning cases.

Section 106-77 of the Little Elm Code of Ordinances reads, in part:

Replacement of HUD-Code manufactured homes. In the event that a HUD-Code manufactured home occupies a lot within the Town, the owner of the HUD-Code manufactured home may remove the HUD-Code manufactured home from its location and place another HUD-Code manufactured home on the same property, provided that the replacement is a newer HUD-Code manufactured home, and is at least as large in living space as the prior HUD-Code manufactured home. Except in the case of a fire or natural disaster, the owner of the HUD-Code manufactured home is limited to a single replacement of the HUD-Code manufactured home on the same property.

- (1) Property owners who have a HUD-Code manufactured home which has been placed on a lot in violation of the terms of this ordinance shall not have the right to replace the illegal use. This subsection shall not be interpreted to legitimize an otherwise illegal use.
- (2) Except with regard to the above clause, the replacement provisions of this section shall not apply in the MH-1 and MH-2 Zoning Districts.

Section 1201.008(e) of the Texas Occupations Code provides that "[n]otwithstanding any zoning or other law, in the event that a manufactured home occupies a lot in a municipality, the owner of the manufactured home may remove the manufactured home from its location and place another manufactured home on the same property, provided that the replacement is a newer manufactured home and is at least as large in living space as the prior manufactured home"; and

Section 1201.008(f) of the Texas Occupations Code provides that "[a]n owner's ability to replace the home as a result of a fire or natural disaster cannot be restricted. Other than in the case of a fire or natural disaster, a general-rule or home-rule municipality by an ordinance or charter may limit the ability of the owner to replace his home to a single replacement."

P&Z RECOMMENDATION: On August 7th, 2014, the Planning & Zoning Commission recommended approval of the proposed rezoning with a **4-1** vote.

During the public hearing, several residents spoke in opposition to the proposed rezoning with questions and comments about the need for duplexes, options and ability to sell, prejudice against manufactured homes and the inhabitants, renters verses owners, and general inquiries about why the rezoning was proposed.

STAFF RECOMMENDATION: Staff recommends approval of the proposed rezoning.

TOWN CONTACT: Dusty McAfee, AICP – Community Services Manager

ATTACHMENTS: Ordinance 1225
Location Map



Town Council Meeting

Date: 01/05/2021
Agenda Item #: 7. E.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Skye Thibodeaux, Planning Manager

AGENDA ITEM:

Conduct a Public Hearing, Present, Discuss, and Consider Action to Approve **Ordinance No. 1589, a Request to Amend Planned Development Ordinance No.1283 on Approximately 35.0 acres of land, Generally Located at the Northwest Corner of U.S. Highway 380 and FM 2931, within Little Elm's Town Limits.**

1. Staff Report:
2. Open Public Hearing:
3. Receive Public Comments:
4. Close Public Hearing:
5. Discuss and Take Action:

DESCRIPTION:

Location

The subject property is generally located at the northwest corner of US 380 and FM 2931, within Little Elm's town limits.

Planning Analysis

The applicant is requesting an amendment to the existing Planned Development (PD) which was approved on June 16, 2015, via PD Ordinance No. 1283 to allow for additional multifamily development with modified standards. The PD was initially set up with a somewhat optional set of uses between commercial, single-family, and multi-family. A concept plan was also adopted as shown in the associated ordinance.

In April 2015, prior to the creation of the PD, a development agreement was approved between the Town and the applicant. The agreement is also being proposed to be amended to address the removal of sales tax and qualified expenditures.

The existing development within the subject property consists of The Landing apartment complex

located on the northern portion of the subject PD, along with a Brakes Plus and Valero gas station located in the southeast portion. The remaining property is undeveloped. The future land use designation for the subject property is a mix of Commercial/Retail and High Density Residential. The requested amendment is compatible with the Future Land Use Plan.

Regarding the proposed multifamily, the applicant is proposing that the updated standards be compatible with the existing multifamily development and associated relative standards in the existing PD. Additionally, the applicant is proposing that the third condition contained in the existing general standards be considered and approved while removing all language and standards incompatible with existing development.

Both staff and the applicant expect future amendments to the subject PD when the commercial portion picks up development. This proposed amendment is simply for the purpose of considering additional multifamily while cleaning up previous language and standards that is either no longer applicable or valid.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

The Planning & Zoning Commission recommended approval of the proposed stipulations with the following additional conditions:

1. A maximum of 10 acres be permitted for multifamily uses within the remaining undeveloped portion of the subject PD; and,
2. The future site plan for the additional multifamily development shall be considered and acted upon by the Planning & Zoning Commission.

Attachments

Ordinance 1589 - Provident PD Amendment

Location Map - Provident PD Amendment

Timeline - Provident PD Amendment

Conceptual Exhibit - Provident PD Amendment

PD Stipulations - Provident PD Amendment

Ordinance No. 1283 - Provident PD Amendment

ORDINANCE NO. 1589

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY AMENDING PLANNED DEVELOPMENT-LIGHT COMMERCIAL/MULTIFAMILY (PD-LC/MF) ON APPROXIMATELY 35.0 ACRES OF LAND, GENERALLY LOCATED AT THE NORTHWEST CORNER OF US 380 AND FM 2931; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR 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 2017 Comprehensive Plan designates the subject property as Retail/Commercial and High Density Residential; and

WHEREAS, a request for a change in zoning has been initiated by 2931 Commercial GP, LLC to update the subject PD language and exhibits for approximately 35.0 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. ZONING AMENDMENT. The Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for a **Planned Development district (PD)** on approximately 35.0 acres of land to update the subject PD language and associated

exhibits, generally located at the northwest corner of US 380 and FM 2931, a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, and all other applicable ordinances, laws, rules, regulations, and standards.

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

General Regulations

1. All not redefined by this amendment shall default to the Little Elm Code of Ordinances as set forth at time of adoption, and as amended.
2. Allowed uses on the subject property shall include commercial and multi-family uses.
3. The following uses and activities are prohibited: alternative financial services, sexually oriented businesses, body art facilities, smoke shops, vice paraphernalia, gaming or slot machines (excluding arcades), lewd merchandise sales, pawn shops, outdoor storage/display, and fireworks sales/storage.
4. Landscape buffers, regardless of use, shall be 30' along US 380 and a minimum 20' along other thoroughfares.
5. As developments are approved, the zoning map shall be revised so that the base zoning reflects the approved use.
6. A maximum of 10 acres be permitted for multifamily uses within the remaining undeveloped portion of the PD area.
7. The future site plan for the additional multifamily development shall be considered and acted upon by the Planning & Zoning Commission.
8. Upon future submittal of building plans and elevations for the additional multifamily development, a development agreement shall be formed to be considered and acted upon by Town Council.

Commercial Tracts

The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district, and other applicable site development standards as laid out in the Zoning Ordinance, unless otherwise specified herein:

- b) Parking stall size – 9 feet x 20 feet

Multi-family Tracts

The permitted uses and standards shall be in accordance with the Multifamily (MF) zoning district, and other applicable site development standards as laid out in the Zoning Ordinance, unless otherwise specified herein:

- a) The following area regulations shall apply:
 - i. Maximum density per acre – 30 units

- ii. Maximum height – 35 feet and three stories. Maximum height to be measured at the base plate.
- b) Parking
 - i. Parking stall size – 9 feet x 20 feet
 - ii. Parking ratio – 1.75 spaces per unit. Non-gated public parking shall be 1 space for each 400 square feet of non-residential floor area.
 - iii. Carports with flat metal roofs are permitted.
- c) Maximum amount of units – a maximum of 700 units are permitted within two developments and/or phases.

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 change 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. Upon adoption, this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

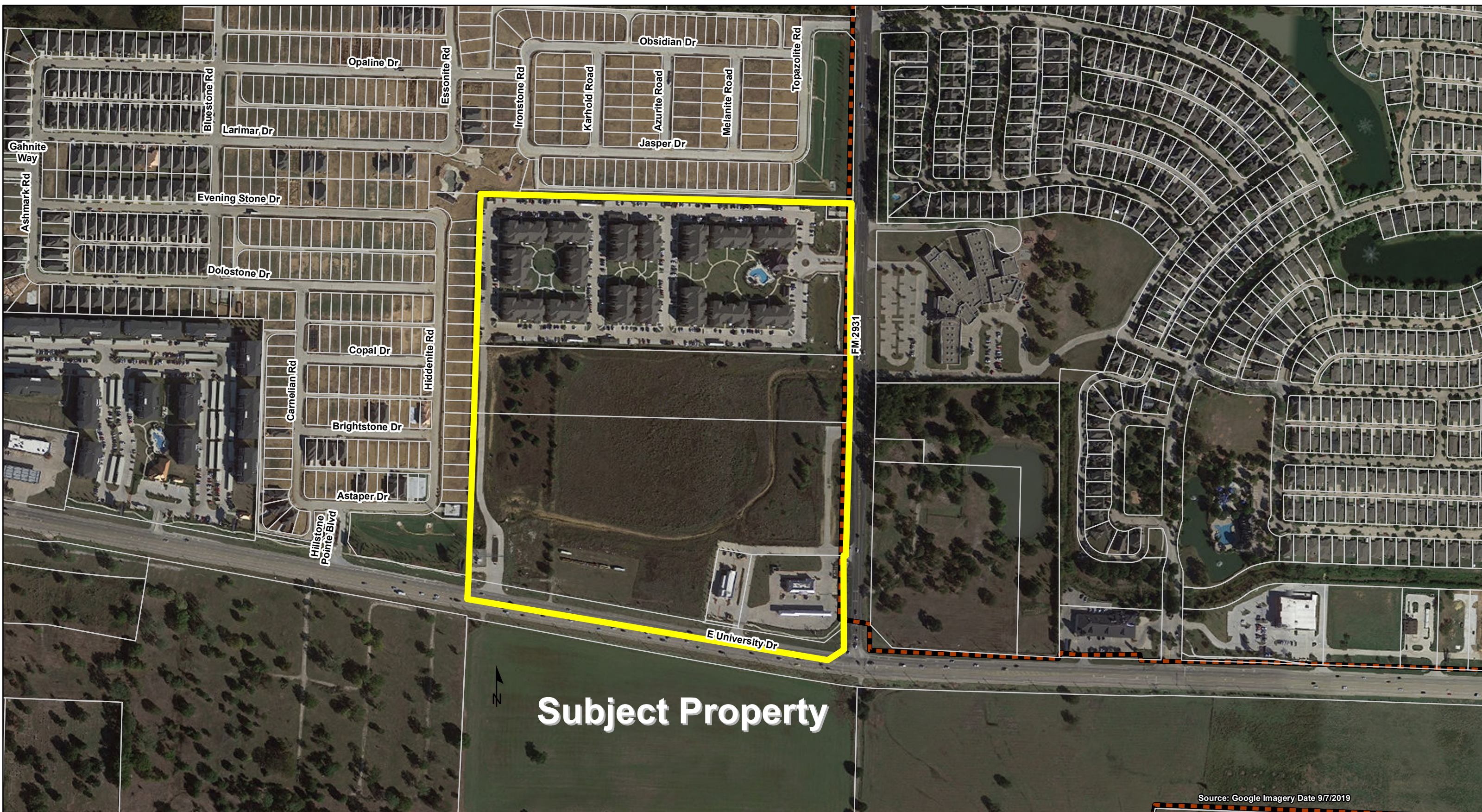
PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 5th day of January, 2021.

ATTEST:


The Town of Little Elm, Texas

Caitlan Biggs, Interim Town Secretary

David Hillock, Mayor

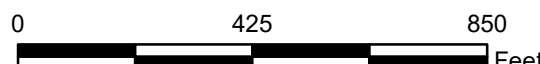



Source: Google Imagery Date 9/7/2019


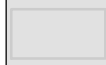



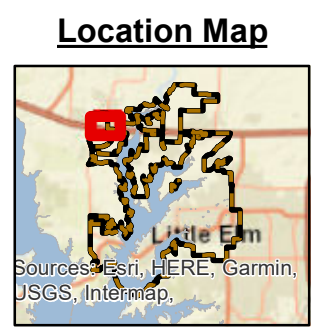
**Providence Village Commercial
Planned Development**

LITTLE ELM
Town of Little Elm
Denton County, Tx
Date: 11/18/2020



Legend

-  Subject Property
-  Parcels
-  Town Limits



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TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

100 West Eldorado Parkway
Little Elm, TX 75068

214-975-0470
developmentservices@littleelm.org
www.littleelm.org

January 5, 2021

Project Summary for Provident PD Amendment

As part of the requested PD amendment for the subject property, staff has taken the time to review relative past Town Council meeting videos and minutes along with pulling all corresponding plans in order to provide the following timeline which outlines the series of rezoning requests associated with the Provident Planned Development.

1. **December 16, 2014:** The subject property, along with a greater overall area, was annexed into the Town and was zoned Agricultural (AG). To note, during this time, the Town and the “Developer” entered into a non-binding memorandum and understanding regarding the development of the subject property.
2. **April 21, 2015:** The Town entered into a Chapter 380 Economic Program and Performance Agreement, which had an attached zoning exhibit detailing the anticipated standards for a future Planned Development (PD) application.
3. **June 16, 2015:** A PD was approved for an approximate 54.7 acre tract of land that included the subject property as shown within PD Ordinance No. 1283 to allow for the development of commercial, single family, and multifamily uses with a fairly unique set of stipulations. To note, a stipulation was adopted that placed a 5-year sunset date regarding the allowance of the existing firework sales and storage uses on the property. The subject uses would be prohibited after May 5, 2020.
4. **Existing Developments Completed between 2016-2019:** Valero Gas Station, Brakes Plus, The Landing at Little Elm Apartments.
5. **June 2, 2020:** The agreement associated with the fireworks sales and storage uses was modified to allow for an additional period where the subject uses will be allowed to remain active on an annual basis.
6. **October 20, 2020:** The PD Amendment request was officially submitted by the applicant, 2931 Commercial GP, LLC.



TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

100 West Eldorado Parkway
Little Elm, TX 75068

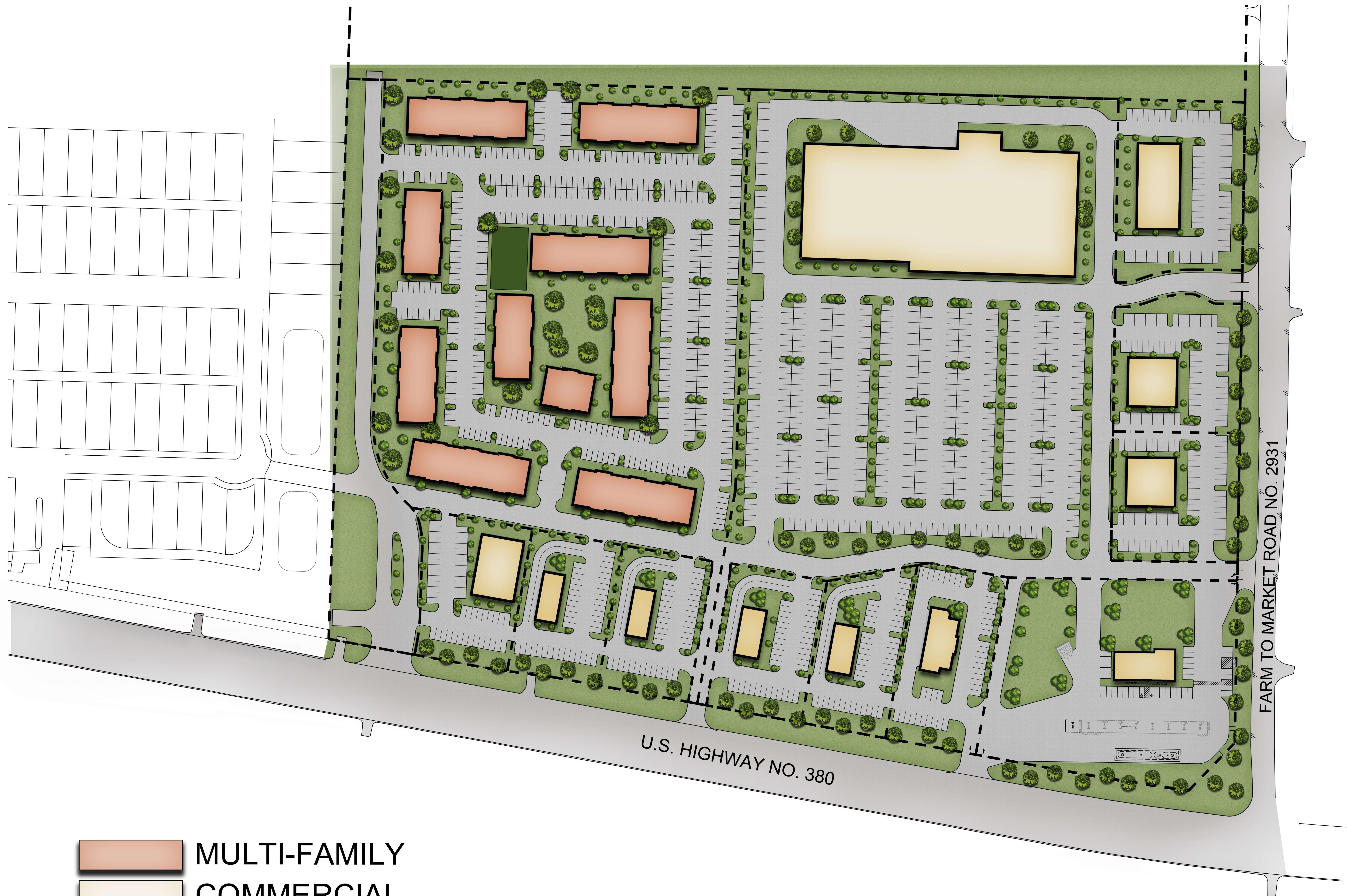
214-975-0470

developmentservices@littleelm.org

www.littleelm.org

7. **December 17, 2020:** The Planning & Zoning Commission recommended approval of the amendment request per the proposed stipulations along with additional recommended stipulations placing a cap of 10 acres for additional multifamily uses and future site plan consideration and action.

As discussed in the planning analysis for this case, staff fully expects the subject PD to undergo future amendments as the commercial tract picks up development. This proposed amendment is to consider additional multifamily along with cleaning up previous language and standards associated with PD Ordinance No. 1283 that is no longer applicable or valid and is also associated with an amendment request to the associated development agreement for the subject property between the applicant and the Town's EDC to address the removal of sales tax and qualified expenditures.



MULTI-FAMILY
 COMMERCIAL

NOTE:
 PLAN IS INTENDED TO BE CONCEPTUAL AND NOT INTENDED TO BE A SITE PLAN.



General Regulations

1. All not redefined by this amendment shall default to the Little Elm Code of Ordinances as set forth at time of adoption, and as amended.
2. Allowed uses on the subject property shall include commercial and multi-family uses.
3. The following uses and activities are prohibited: alternative financial services, sexually oriented businesses, body art facilities, smoke shops, vice paraphernalia, gaming or slot machines (excluding arcades), lewd merchandise sales, pawn shops, outdoor storage/display, and fireworks sales/storage.
4. Landscape buffers, regardless of use, shall be 30' along US 380 and a minimum 20' along other thoroughfares.
5. As developments are approved, the zoning map shall be revised so that the base zoning reflects the approved use.
6. A maximum of 10 acres be permitted for multifamily uses within the remaining undeveloped portion of the PD area.
7. The future site plan for the additional multifamily development shall be considered and acted upon by the Planning & Zoning Commission.
8. Upon future submittal of building plans and elevations for the additional multifamily development, a development agreement shall be formed to be considered and acted upon by Town Council.

Commercial Tracts

The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district, and other applicable site development standards as laid out in the Zoning Ordinance, unless otherwise specified herein:

- b) Parking stall size – 9 feet x 20 feet

Multi-family Tracts

The permitted uses and standards shall be in accordance with the Multifamily (MF) zoning district, and other applicable site development standards as laid out in the Zoning Ordinance, unless otherwise specified herein:

- a) The following area regulations shall apply:
 - i. Maximum density per acre – 30 units
 - ii. Maximum height – 35 feet and three stories. Maximum height to be measured at the base plate.
- b) Parking
 - i. Parking stall size – 9 feet x 20 feet

- ii. Parking ratio – 1.75 spaces per unit. Non-gated public parking shall be 1 space for each 400 square feet of non-residential floor area.
 - iii. Carports with flat metal roofs are permitted.
- c) Maximum amount of units – a maximum of 700 units are permitted within two developments and/or phases.

TOWN OF LITTLE ELM

ORDINANCE NO. 1283

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, BY REZONING APPROXIMATELY 19.8 ACRES OF LAND FROM AGRICULTURE DISTRICT (AG) TO PLANNED DEVELOPMENT SINGLE FAMILY DISTRICT (PD-SF) TO ALLOW FOR A RESIDENTIAL SUBDIVISION WITH MODIFIED DEVELOPMENT STANDARDS, AND APROXIMATELY 34.9 ACRES OF LAND FROM AGRICULTURE DISTRICT (AG) TO PLANNED DEVELOPMENT LIGHT COMMERCIAL DISTRICT (PD-LC), GENERALLY LOCATED ON THE NORTHWEST CORNER OF UNIVERSITY DRIVE AND FM 2931, WITHIN LITTLE ELM TOWN LIMITS; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council, on December 16th, 2014, annexed the subject property into Little Elm town limits and zoned it Agriculture (AG) district; and

WHEREAS, prior to the annexation of the subject property, the Town and Developer entered into a non-binding memorandum of understanding regarding the development of the subject property; and

WHEREAS, the Town Council, on April 21, 2015, entered into a Chapter 380 Economic Development Program and Performance Agreement, which had an attached Zoning Exhibit detailing the anticipated standards for a future Planned Development application; and

WHEREAS, the Town has received a request to rezone the subject property, initiated by Crawford & Jordan, LLP, more specifically described on the Location Map, attached hereto, per the attached concept plan and development standards; and

WHEREAS, the Town desires to designate the subject property on its Future Land Use Plan (FLUP) as Low Density Residential and Retail/Office, which is a land use category that is appropriate for single family land uses, commercial land uses, and supports the requested PD zoning; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings

and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested rezoning described herein; and

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

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

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

SECTION 2. FLUP AMENDMENT. The Future Land Use Plan (FLUP) of the 2008 Comprehensive Plan is hereby amended to categorize approximately 20 acres of land as **Low Density Residential** and approximately 35 acres of land as **Retail/Office**, generally located at the northwest corner of University Drive and FM 2931, a tract of land more particularly described on Location Map, attached hereto, subject to all other applicable ordinances, laws, rules, regulations, and standards, including the attached 2931 Development Standards.

SECTION 3. ZONING AMENDMENT. The Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for a **Planned Development Single Family district (PD-SF) for a residential subdivision** on approximately 19.8 acres of land and a **Planned Development Light Commercial district (PD-LC)** on approximately 34.9 acres of land, generally located at the northwest corner of University Drive and FM 2931, 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 4. CONDITIONS. The following special ordinance provisions shall apply to the subject property:

1. The subject property shall generally develop per the attached Concept Plan, but more specifically develop per the attached 2931 Development Standards. In the event of any conflict between the Concept Plan and 2931 Development Standards, the 2931 Development Standards shall control.

SECTION 5. 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 6. MAPS. The official zoning map and FLUP of the Town shall be amended to reflect the change in zoning made by this ordinance.

SECTION 7. 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 8. 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.

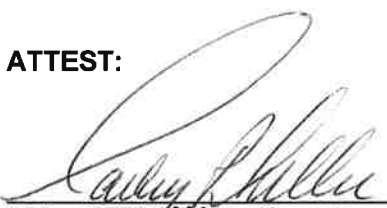
SECTION 9. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 10. EFFECTIVE DATE. Upon adoption, this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 16th day of June, 2015.

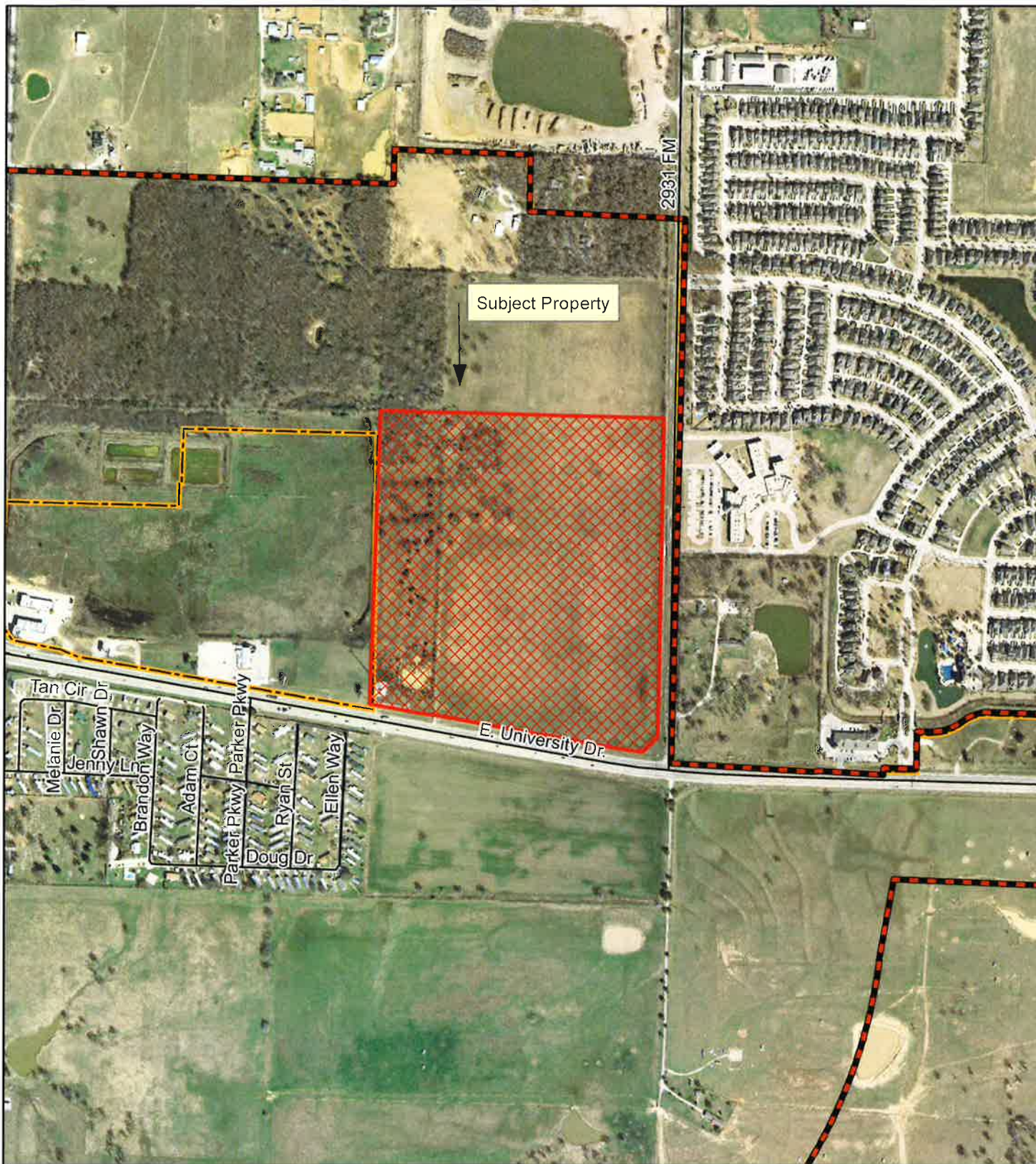
ATTEST:

The Town of Little Elm, Texas


Kathy Phillips, Town Secretary


David Hillock, Mayor





Subject Property

2931 FM

E. University Dr.



Location Map

Keck Commercial
Town of Little Elm
Denton County, Tx

Date: 5/13/2015

0 360 720
Feet

Legend

- Roads
- Town Limits
- ETJ



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2931 Development Standards

General

1. Allowed uses on the subject property (approximately 54.765 acres on the northeast corner of FM 2931 and University Drive (US 380)) shall include single family residential, multi-family, and commercial uses.
2. The subject property shall reserve a minimum 30 acres for retail commercial uses. The remaining property (approximately 20 acres) may be developed into one or more uses including retail, office, multi-family and single-family.
3. The remaining 30 acres maybe reduced by 15 acres after five years from the date of approval if no junior or big box retail has been developed. In addition to commercial uses, the 15 acres may then also be used for office, multi-family and single-family.
4. The following uses are prohibited: alternative financial services, sexually oriented businesses, body art facilities, smoke shops, vice paraphernalia, gaming or slot machines (excluding arcades), lewd merchandise sales, pawn shops, and outdoor storage/display.
5. For a period of five years from the approval of the PD, fireworks stands are an allowed use, after five years all fireworks sales or fireworks storage will be prohibited.
6. Landscape buffers, regardless of use, shall be 30' along University Drive and a minimum 20' along other thoroughfares, measured from the ultimate right-of-way dedication line.
7. As developments are approved, the zoning map shall be revised so that the base zoning reflects the approved use.
8. All not defined by these revisions shall default to the Little Elm Code of Ordinances, and as amended.

Multi-Family Tract

9. Multi-family use shall be limited to a maximum combined total of 700 units within two developments and/or phases.
10. Building height shall be limited to 35 feet and three stories
11. Parking shall be the greater of 1 space per bedroom or 1.75 spaces per unit. Non-gated public parking shall be 1 space for each 400 square feet of non-residential floor area. The mail kiosk shall have a minimum 6 parking spaces within 50 feet of it.
12. Screening along single-family uses shall be an 8' high masonry wall, and a 6' high black tubular steel fence with masonry columns spaced 40 foot on center shall be adjacent to rights-of-way and other perimeters. Park adjacency is not required to have a screening device.
13. Lot coverage and usable open space regulations shall not apply as long as 10% of the net acreage (outside floodplain) is used as landscaped open space. This regulation shall be calculated separately for each phase, and can use landscaped courtyards and all green spaces outside of the floodplain and perimeter buffers as credit.
14. Landscaping shall be provided by planting a hardwood tree every 25 feet along any common boundary with single family residential, a canopy tree ("Large" is minimum of 3 caliper inches) every 25 feet along public rights-of-way, a large canopy tree every 50 feet along other perimeters, a large canopy tree at the terminus of each parking row, a large canopy tree each 5,000 square feet of open space, and a small ornamental tree each 5,000

square feet of open space. Trees may not be double counted for credit, and no species shall be more than 25% of the plantings.

15. A 10' wide landscape buffer is required along the perimeter, and a 20' wide landscape buffer is required along rights-of-way and adjacent to single-family tracts. Building setbacks shall be 20' from rights-of-way and where adjacent to single-family residential, and 10' otherwise.
16. Architecture shall abide by the architectural standards of the Town with a total primary application of 65% brick or stone and a mix of materials.
17. Amenities shall be provided by each phase, per the following: a minimum 1 pool, a minimum 1,000 square foot indoor exercise facility, outdoor picnic tables and grills, a minimum 1 sports court or playground, and 1 sports open field (with minimum size of 6,000 square feet), and six foot sidewalk pedestrian connections generally around open space near the buildings to the clubhouse.
18. Subdivision Entrance signs (as defined in Chapter 86, Signs, of the Code of Ordinances) shall be allowed to identify the development phases.
19. Carports are allowed and can be constructed with flat metal roofs.
20. Roofs may use asphalt shingles.
21. 6' wide sidewalks shall be provided along rights-of-way and a general pedestrian path through development to clubhouse.
22. The clubhouse building, maintenance building, and mail kiosk shall be a 100% primarily of brick and stone with a standing seam metal roof.

Single Family Tract

23. An HOA shall be established and be responsible for maintenance of common areas.
24. The minimum lot is 40' x 110' for no more than approximately 60% of development, the rest being a minimum of 50' x 110'.
25. The maximum lot coverage is 60%.
26. The maximum height is 2 stories.
27. Detention pond areas shall be developed as a park like amenity with pedestrian connections.
28. All public street lights shall be LED.
29. The primary residential structure shall incorporate a minimum three (3) of the following "gifts to the street" into each front elevation: (architectural garage door-carriage style with hardware), architectural pillars or posts, bay window facing street, brick chimney on exterior front or side yard, minimum roof pitch 8:12 only for front elevation, or variable roof pitch, separate transom windows, divided light windows, cast stone accents, covered front porch, cupolas or turrets, dormers or gables, garage door not facing street, roof accent upgrades (tile, slate, standing seam metal), a recessed entry not less than 3 feet, shutters), Mixed Masonry (brick stone combos, stone stucco combos, etc...), Divided Light windows, Masonry Arches, Coach lights (instead of flood lights of just soffit lights at porch), Decorative attic or gable feature 2 square feet in size (vent, window or brick detail), or Decorative concrete drive way (salt finish, exposed aggregate etc...).

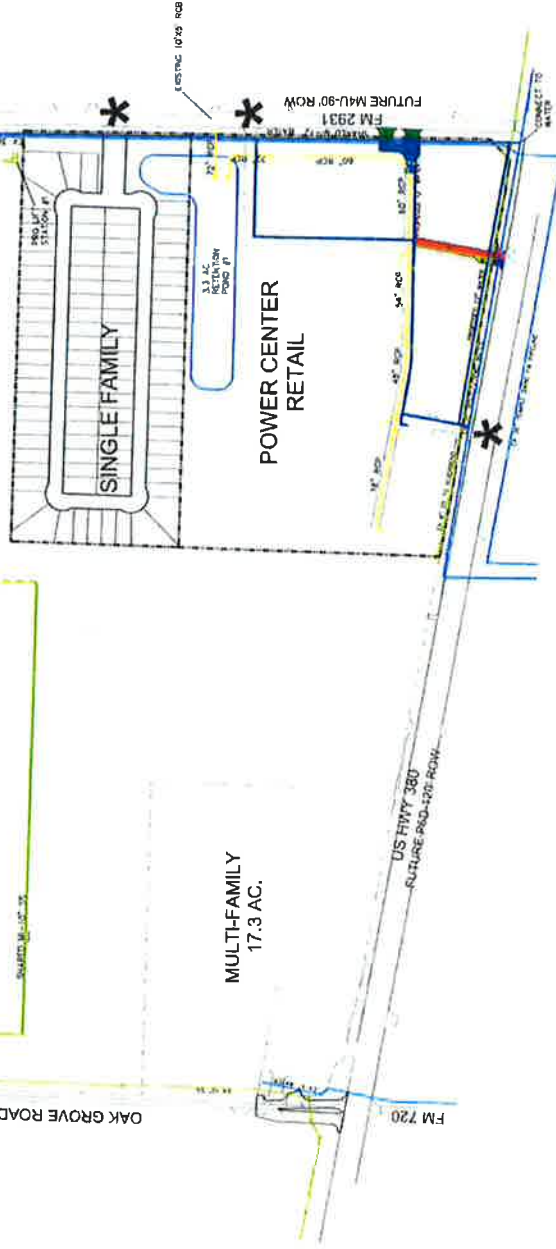
30. The front elevation shall not be the same as the lot most directly across the street nor shall it repeat for 2 lots on either side on the same street.
31. Mailboxes shall be brick and clustered in pairs of two (2) where possible.
32. All residential structures shall be comprised of 85% brick, stone, or stucco. Cementitious fiber board may be used for the remainder, including architectural features such as window box-outs, bay windows, dormers, and chimneys not part of an exterior wall.
33. Front elevations, side elevations on corner lots, and elevations backing onto a ROW greater than 50' in width shall be 100% brick, stone, or stucco with cementitious fiber board only used for architectural features.
34. Corner lots shall provide a 3rd canopy tree (minimum of 3" caliper inches) in the side yard (in addition to Town's 2 tree per lot standard).
35. Front yards require irrigation.

HILLSTONE POINTE
PID #1

MULTI-FAMILY
17.3 AC.

OAK GROVE ROAD

CONNECT TO
SANITARY SEWER



SINGLE FAMILY - 19.8 ACRES
94 - 50'x120' LOTS
COMMERCIAL - 34.9 ACRES

* CONNECTION IMPROVEMENTS

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT:	15-PD-001	FM 2931 Tract
MEETING DATES:	Planning & Zoning Commission:	6-04-15
	Town Council:	6-16-15
REQUEST:	A request to rezone 54.7 acres of land	
PROPOSED USE:	Single Family Residential and Retail with option for Multi-Family	
LOCATION:	Generally located on the northwest corner of University Drive and FM 2931, within Little Elm town limits.	
PROPOSED ZONING	Planned Development with Single Family 4 base zoning (PD-SF4) on the northern tract (approximately 20 acres) and Light Commercial base zoning (PD-LC) on the southern tract (approximately 35 acres).	
CURRENT/PROPOSED FLUP DESIGNATION:	A Future Land Use Plan designation does not exist currently. Staff proposes Low Density Residential and Retail/Office land use categories.	
EXISTING USE / SITE ATTRIBUTES:	Undeveloped land	
APPLICANT:	Crawford & Jordan, LLP	
OWNER:	2931 Commercial, LP	
ZONING ANALYSIS:	<p>The subject property was annexed by Little Elm on December 16th, 2014, and it was then zoned Agriculture district (AG) as a place-holder until more permanent zoning was planned, per the governing Development Agreement approved by Council in April, 2015.</p> <p>The proposed PD is for single family residential use on the northern tract and retail/office (Light Commercial) use on the southern tract, which is appropriate for the area. Special ordinance provisions, attached, are requested to apply to the subject property.</p> <p>The multi-family standards included in the special ordinance provisions exist to govern any potential future rezoning of the commercial property or development of the single family tract, per the governing Development Agreement approved by Council and EDC earlier in the spring.</p>	

**RECOMMENDED
ACTION:**

Staff recommends approval of the proposed zoning.

TOWN CONTACT:

Dusty McAfee, AICP – Community Services Manager

ATTACHMENTS:

Ordinance 1283
Location Map
Proposed PD Regulations
Area Concept Plan