WORKSHOP & REGULAR MEETING
OF THE TOWN COUNCIL

Tuesday, February 2, 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 February 2, 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/97029767537
- 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C. Items to be Withdrawn from Consent Agenda.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, Discuss, and Receive Direction on the **Current Planning & Zoning Commission and Board of Adjustment Roster.**

B. Present and Discuss a **Progress Update on The Cove at the Lakefront.**

C. Presentation to **Recognize Danny Weakley for Receiving the 26th District Congressional Veteran Commendation for 2020.**

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 January 19, 2021 Regular Meeting.**

B. Consider Action to Approve an **Agreement between the Town of Little Elm and the Texas Department of Transportation regarding Illumination Improvements along US 380.**

C. Consider Action to Approve the **Quarterly Investment Report for the Period Ending December 31, 2020.**

D. Consider Action to Approve the **Unaudited Quarterly Budget to Actual Report for the Quarter Ending December 31, 2020.**

E. Consider Action to Approve **Resolution No. 0202202101 Authorizing and Creating the Spiritas Ranch Public Improvement District in Accordance with Chapter 372 of the Texas Local Government Code.**

F. Consider Action to Award a **Construction Contract for the Little Elm Aquatic Center North Parking Addition Project (Contract #2021-06).**

G. Consider Action to Approve the **Fire Department to Apply for This Year's FEMA/Department of Homeland Security's Assistance to Firefighters Grant.**

H. Consider Action to Approve **Ordinance No. 1594 Amending the FY 2020-2021 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts herein; Repealing all Prior Ordinances and Actions in Conflict herewith; and Providing for an Effective Date.**

7. **Public Hearings.**

A. Continue a Public Hearing, Present, Discuss, and Consider Action 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.**

8. **Reports and Requests for Town Council consideration.**

A. Present, Discuss, and Consider Action to Approve **Ordinance No. 1593 Ordering a General and Special Election to be held on May 1, 2021.**

B. Present, Discuss, and Consider Action to Approve the **Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.**

C. Present, Discuss, and Consider Action on a **Developers Agreement between the Town of Little Elm and MM Little Elm 548, LLC (Spiritas Ranch Development Agreement).**

D. Present, Discuss, and Consider Action on the **6th Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement, and Tax Increment Reinvestment Zone Agreement.**

9. **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).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

10. **Reconvene into Open Session**

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

- 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).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

11. **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 29th day of January 2021 before 5:00 p.m.

Town Council Meeting

Date:	02/02/2021
Agenda Item #:	3. A.
Department:	Development Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Skye Thibodeaux, Planning Manager

AGENDA ITEM:

Present, Discuss, and Receive Direction on the **Current Planning & Zoning Commission and Board of Adjustment Roster.**

DESCRIPTION:

Staff will discuss with Council recent conversations with active members and will be seeking direction regarding potential options to shuffle the current roster accordingly.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff is requesting direction from Town Council.

Attachments

Current Roster

MEMBERS PLANNING AND ZONING COMMISSION

2020 (Revised 4-9-20)

Brent Hagenbuch #1
1504 Highland Circle
Little Elm, Texas 75068
Home: 214-674-4164
brent.hagenbuch@gmail.com
Term Expires: 02-28-21

Brian Rawlins #2
2433 Elm Valley Drive
Little Elm, Texas 75068
Home: 972-966-9626
Cell: 972-658-0281
brian.rawlins@gmail.com
Term Expires: 02-28-22

Stephen Horn #3
2313 Dawn Mist Drive
Denton, Texas 75068
Home: 214-995-9024
stephen3210az@gmail.com
Term Expires: 02-28-23

Brandy Moser #4
2312 Brenna Way
Little Elm, Texas 75068
Home: 972-839-8931
brandymoser76@gmail.com
Term Expires: 02-28-21

Chairman
Michael Bell #5
2529 Indian Hills Drive
Little Elm, Texas 75068
Home: 214-212-8557
mbell629@gmail.com
Term Expires: 02-28-22

Vice-Chairman
Ron Trees #6
3513 Pinnacle Bay Pt
Little Elm, TX 75068
Home: 469-579-5044
Cell: 703-608-6891
ron@rontrees.com
Term Expires: 02-28-22

John Ekes #7
1314 Stillwater Cove Drive
Little Elm, Texas 75068
Home: 214-600-3702
john_ekesjr@yahoo.com
Term Expires: 02-28-22

MEMBERS BOARD OF ADJUSTMENT
2020 (Revised 4-9-20)

Chairman
Elaine Lee #1
2008 Falls Creek
Little Elm, TX 75068
Home: 214-924-4663
elaineflee@yahoo.com
Term Expires: 02-28-22

Joe Freddy Fierro #2
2721 Stallion Drive
Little Elm, Texas 75068
Home: 469-362-0900
Cell: 214-232-5232
Work cell: 972-922-1934
joefreddy@sbcglobal.net
Term Expires: 02-28-22

Jennifer Reynolds #3
1588 Brookstone Drive
Little Elm, Texas 75068
Home: 832-866-3706
Ldsjemm@gmail.com
Term Expires: 02-28-21

Dr. Velma Wallace #4
1616 Serra Drive
Little Elm, TX 75068
Cell: 214-223-3204
wallacevelma@outlook.com
Home: 214-223-3204
Term Expires: 02-28-21

Jamell Johnson Place #5
2232 Miramar Drive
Little Elm, TX 75068
Home: 219-384-2706
jamelltjohnson@gmail.com
Term Expires: 02-28-22

ALTERNATE PANEL FOR P&Z AND BOA
2020 (Revised 4-09-20)

Vacant #8 (Alternate)
Robert Martin
2416 Thunderbrook Drive
Little Elm, TX 75068
Home: 202-487-3850
robertmartindc@gmail.com
Term Expires: 02-28-23

Brent Thibeaux #9 (Alternate)
13701 Genoves Drive
Little Elm, Texas 75068
Cell: 510-285-7111
brent_thibeaux@yahoo.com
Term Expires: 02-28-22

Town Council Meeting

Date:	02/02/2021
Agenda Item #:	3. B.
Department:	Community Services
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Present and Discuss a **Progress Update on The Cove at the Lakefront.**

DESCRIPTION:

Town staff will provide a presentation to update the following related to The Cove at the Lakefront:

- Construction
- Staffing
- Memberships
- Timeline
- Launch date

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Town Council Meeting

Date:	02/02/2021
Agenda Item #:	3. C.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

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AGENDA ITEM:

Presentation to **Recognize Danny Weakley for Receiving the 26th District Congressional Veteran Commendation for 2020.**

DESCRIPTION:

Council Member Tony Singh nominated Danny Weakley for the 26th District Congressional Veteran Commendation for 2020. The Congressional Veteran Commendation, in conjunction with the Veterans History Project sponsored by the Library of Congress, honors the distinguished veterans of Texas' 26th Congressional District and preserves their stories for future generations of Americans.

Mr. Weakley was selected as one of five recipients.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

Award Letter

MICHAEL C. BURGESS, M.D.
26TH DISTRICT, TEXAS

COMMITTEE ON ENERGY AND COMMERCE

HEALTH
RANKING MEMBER
CONSUMER PROTECTION AND COMMERCE
OVERSIGHT AND INVESTIGATIONS

COMMITTEE ON RULES

Congress of the United States
House of Representatives

2161 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-7772
(202) 225-2919 FAX

2000 SOUTH STEMMONS FREEWAY
SUITE 200
LAKE DALLAS, TX 75065
(940) 497-5031
(941) 497-5067 FAX

WWW.HOUSE.GOV/BURGESS

Dear Mr. Weakley:

As you may know, you were nominated by Mr. Tony Singh for the 26th District Congressional Veteran Commendation (CVC) for 2020. After careful consideration of the nominations submitted, the CVC Review Board, comprised of former CVC recipients, named five individuals as finalists who will be specially honored with this year's commendation. **YOU have been selected to receive the 26th District Congressional Veteran Commendation for 2020!**

Normally, I would make this announcement publicly at the City of Highland Village's annual "Salute Our Veterans" luncheon. However, out of an abundance of caution due to COVID-19 and concern for the health and well-being of the veterans who attend, this event was cancelled. I regret that I am unable to meet you in person at this time.

Thank you for your military service to our nation and for your generous volunteer activities in the community. **The recipients of the 26th District Congressional Veteran Commendation for 2020 are:**

Mr. Paul Bastaich (Senior Master Sergeant – US Air Force) of Oak Point, nominated by Mr. Chris Martin

Mr. Jacob Schick (Corporal – US Marine Corps) of Frisco, nominated by Mr. Ben Michael

Mr. Richard Cook (Lieutenant – US Navy) of Double Oak, nominated by Mr. Si Simonson and Mrs. Ginger Simonson

Mr. Dennis Sheridan (Captain – US Army) of Trophy Club, nominated by Mayor Pro Tem Phillip Shoffner

Mr. Danny Weakley (Master Sergeant – US Army) of Little Elm, nominated by Councilman Tony Singh

I look forward to meeting you in the future and hopefully recognizing you publicly at next year's veterans' luncheon in Highland Village. You will be receiving the signed commendation in the mail; a copy is attached. In addition, thank you to Mr. Singh for submitting your nomination. (They are copied on this letter.)

If you have any questions, please contact Robin Vaughan, Deputy District Coordinator, in my Lake Dallas office at 940-497-5031 or robin.vaughan@mail.house.gov.

Sincerely,

Michael C. Burgess, M.D.
Member of Congress

Town Council Meeting

Date:	02/02/2021
Agenda Item #:	6. A.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

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AGENDA ITEM:

Consider Action to Approve the **Minutes from the January 19, 2021 Regular Meeting.**

DESCRIPTION:

The minutes from the January 19, 2021 regular meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - January 19, 2021 Regular Meeting

D R A F T

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

REGULAR TOWN COUNCIL MEETING
TUESDAY JANUARY 19, 2021 - 6:00 p.m.

Present: Mayor David Hillock; Mayor Pro Tem Neil Blais; Council Member Curtis Cornelious; Council Member Nick Musteen; Council Member Lisa Norman; Council Member Michael McClellan

Absent: Council Member Tony Singh

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Matt Mueller, Town Manager; Fred Gibbs, Director of Development Services; Jennette Espinosa, EDC Executive Director; Kelly Wilson, Chief Financial Officer; Mike Martin, Town Attorney; Rodney Harrison, Police Chief; Skye Thibodeaux, Planning Manager

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

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In an effort to reduce the spread of the virus, for the January 19, 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:

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- 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.

Meeting was called to order at 6:00 p.m.

A. Invocation.

Invocation was given by Council Member Nick Musteen.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

Mayor David Hillock pulled item 6C from the Consent Agenda for Council to consider a corrected version at the dais.

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.

None.

F. Presentation of Monthly Updates.

Town Manager Matt Mueller updated the Town Council on the Magic of Lights final numbers. He also provided an update on The Cove that is scheduled to open to the maximum capacity as allowed by law before Spring Break. He also gave an update on the Big Easy event and changes related to COVID-19.

G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

None.

3. Workshop.

A. Present and Discuss **2021 Proposed Charter Amendments.**

Director of Administrative Services/Town Secretary Caitlan Biggs gave an overview of previous charter amendments directed by Council to include on the May 2021 ballot. Council reviewed the language for a new amendment related to the strategic plan. Mayor Pro Tem Neil Blais suggested that the last sentence be changed to "The strategic plan may be changed with five (5) affirmative votes...". Town Council agreed.

Council Member McClellan stated that he would like to see the proposed amendment related to council pay be removed. Council Member Norman asked about the discrepancy between the Mayor and Council and would like to see both at the same $100 rate for those that have to cover child care costs.

Council directed staff to bring back all four proposals with the final language at the February 2, 2021 meeting.

B. Present, Discuss, and Receive Direction on the **West Side and Economic Development Planning Initiative.**

Director of Development Services Fred Gibbs gave an overview of the location of the study area on the west side of town, along with the current zoning and alignment with the strategic plan.

Mayor David Hillock asked for Council's opinion on having the flexibility to let the study guide what the appropriate use would be for this area instead of what is currently in the adopted Comprehensive Land Use Plan. Council agreed that this would be the right direction.

Brad Lonberger with Kimley Horn discussed their approach to the study. Town Manager Matt Mueller stated that the goal of tonight was to talk about an overview of the study/timeline and receive Council direction on the steering committee. Staff is proposing the makeup of the committee be two Council Members, two P&Z Commissioners, and two EDC Board Members.

EDC Executive Director Jennette Espinosas stated that the EDC would be willing to contribute $20,000 toward phase one and two, and the board members they would like on the steering committee is Ken Eaken and Casey Russell. Council Member Nick Musteen nominated Mayor Pro Tem Neil Blais and Council Member Lisa Norman. Mayor Hillock volunteered to be an ad-hoc member. Mayor Hillock suggested that members who are appointed not be in a contested race for Council but that P&Z can pick their own members.

C. Present and Discuss **Town of Little Elm Jurisdictional Boundaries along US 380.**

Mayor David Hillock stated that he requested this item be on the agenda so that EDC Executive Director Jennette Espinosa could discuss the boundaries and Limited Purpose Annexations (LPAs) along the U.S. 380 corridor to clarify what areas are in the town limits.

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.

None.

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.

Motion by Council Member Curtis Cornelious, seconded by Mayor Pro Tem Neil Blais ***to approve the Consent Agenda, except for 6C.***

Vote: 6 - 0 - Unanimously

A. Consider Action to Approve the **Minutes from the January 5, 2021 Regular Meeting.**

B. Consider Action to Approve a **Proclamation Recognizing Hindu Swayamsevak Sangh USA (HSS) for organizing its annual Health for Humanity Yogathon from January 16 - January 31, 2021.**

C. Consider Action to Approve a **Proclamation Recognizing National School Choice Week, January 24-30, 2021.**

Motion by Council Member Lisa Norman, seconded by Council Member Nick Musteen ***to approve the National School Week proclamation.***

Vote: 6 - 0 - Unanimously

D. Consider Action to Approve **Ordinance No. 1591 Amending the Town of Little Elm's Employee Manual.**

E. Consider Action to Authorize the **Town to Engage with Wilmington Trust National Association (Bank) to Serve as the Town's Escrow Agent through the Deposit Agreement Related to Rudman Public Improvement District.**

F. Consider Action to **Adopt Ordinance No. 1590 Amending the Updated Valencia Public Improvement District Service and Assessment Plan and Assessment Roll Adopted on August 18, 2020.**

G. Consider Action to Approve **Ordinance No. 1592 Establishing the FM 720 Speed Zone.**

H. Consider Action to Approve **Resolution No. 0119202101 Supporting the Highway 380 Municipal Management District No.1 Application for the Texas Parks and Wildlife Department's Recreational Trails Grant Program to Request Funding to Construct New Recreational Trails in the Union Park Community Located in Little Elm, Texas.**

I. Consider Action to Approve a **Ground Lease Purchase Agreement for Certain Multi-Family Property in Little Elm, Denton County, Texas.**

J. Consider Action to Approve a **Ground Lease Purchase Agreement for Certain Retail Property in Little Elm, Denton County, Texas.**

7. Public Hearings.

A. Continue a Public Hearing, Present, Discuss, and Consider Action 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.**

Director of Development Services Fred Gibbs gave a recap of what Council had requested from the applicant at the January 5, 2021. He stated that the applicant has not submitted all items yet. He stated that staff is proposing that the public hearing be tabled to the February 2, 2021 Council meeting.

Mayor Hillock requested that the three different design packages for interior finish-out be included in the items submitted to be adopted.

Motion by Council Member Michael McClellan, seconded by Council Member Curtis Cornelious ***to continue the public hearing until the February 2, 2021 meeting.***

Vote: 6 - 0 - Unanimously

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).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Town Council convened into Executive Session at 7:01 p.m.

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).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Town Council reconvened into Open Session at 7:14 p.m. No action was taken.

10. **Adjourn.**

Meeting adjourned at 7:14 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 2nd day of February 2021

Town Council Meeting

Date:	02/02/2021
Agenda Item #:	6. B.
Department:	Development Services
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve an **Agreement between the Town of Little Elm and the Texas Department of Transportation regarding Illumination Improvements along US 380.**

DESCRIPTION:

The Texas Department of Transportation (TxDOT) has proposed improvements to US 380 between FM 720 and Legacy Drive, which will include expanding the highway to six lanes (three lanes in each direction with a divided median), as well as installing grade separations (overpasses) at specific intersections along the corridor. As part of the project, TxDOT has agreed to fund and coordinate the installation of continuous lighting along the corridor. The lighting would extend through the Town of Little Elm as well as the Town of Prosper and the City of Frisco.

TxDOT is requesting an agreement with the Town that describes the commitments of TxDOT to fund the construction of illumination improvements and also includes the obligation of the Town to provide electrical services and continued maintenance and operation of the improvements after the construction phase is complete. The obligation would only include the improvements within the Town's jurisdiction and the other jurisdictions will be required to fund their portion of the costs.

BUDGET IMPACT:

There is no immediate budget impact for this item; however, funding for the continued operation and maintenance of the improvements will be needed in future budgets.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Draft Agreement

Illumination Layout

DocuSign Envelope ID: 6C51197F-250D-49B0-9915-C0C7E144489C

AGREEMENT FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEMS WITHIN A MUNICIPALITY (Blanket Agreement)

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, acting by and through the Texas Department of Transportation, and the City of Little Elm, Denton and Collin County, Texas, acting by and through its duly authorized officers under an ordinance or resolution passed the ___ day of _____, 20____, hereinafter called the "City," party of the second part, is made to become effective when fully executed by both parties.

In Process

W I T N E S S E T H

WHEREAS, the City has requested the State to contribute financial aid in the construction, maintenance and operation of a continuous highway lighting system in accordance with 43 Texas Administrative Code, § 25.11. Within the City, said continuous lighting system hereinafter referred to as the "lighting system" is to consist of continuous lighting to be built in sections as financed and designated by the Texas Transportation Commission; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will construct said highway lighting system, conditioned that the City, as provided in Texas Administrative Code § 25.11 and Transportation Code §221.002, will maintain and operate said lighting system.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONSTRUCTION RESPONSIBILITIES

A. The State will prepare or provide for the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction, and will supervise construction, reconstruction, or betterment work as required by said plans and specifications. As a project is developed

DocuSign Envelope ID: 6C51197F-250D-49B0-9915-C0C7E144489C

to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the lighting system prior to awarding the contract, said City consent to be signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of plans containing the following notation:

> "Attachment No._____ to special AGREEMENT FOR CONSTRUCTION, MAINTENANCE, AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEMS WITHIN A MUNICIPALITY, (BLANKET), dated _____. The City-State construction, maintenance and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part."

B. All costs of constructing the lighting system will be borne by the State, and the lighting system will remain the property of the State.

Article 2. MAINTENANCE AND OPERATION RESPONSIBILITIES

A. The City hereby agrees to furnish, at its expense, the electrical energy required for proper operation of the lighting system, such electrical energy to be provided at points on the lighting system as designated by the State. The City further agrees to maintain and operate the lighting system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary, without cost to the State.
B. The City shall assume maintenance and operation on a date to correspond with the date construction of the lighting system is completed and accepted by the State. The State will provide written notification to the City of such acceptance. The City hereby agrees to furnish at its expense the electrical energy consumed by the system during the period of trial operation prior to acceptance by the State. If the lighting system is constructed by sections, this provision shall apply to each such separately constructed section.
C. The City shall obtain approval of the Executive Director before making any major changes in the design and/or operation of the lighting system as designed and constructed by the State or before the removal of any part of the installation except for the purpose of replacement where identical or accepted equivalent equipment to that originally installed is used.

Article 3. GENERAL

A. This Agreement shall remain in force for a period of two years from the date that maintenance and operation responsibilities are first assumed by the City and shall be automatically renewed for two-year periods unless modified by mutual agreement of both parties.
B. The State will not incur any financial obligation to the City as a result of this Agreement.

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C. This Agreement may be terminated sixty (60) days after the filing of a written notice by either party of a desire for cancellation. The State reserves the right to remove the lighting system upon cancellation of the Agreement.
D. If, at any time, the City does not maintain and operate the lighting system in a satisfactory manner, the State reserves the right to either arrange for maintenance at the expense of the City or to remove the lighting system. Should the lighting system be removed due to lack of maintenance, the City hereby agrees to reimburse the State for the cost of removal.
E. Should disputes arise as to the parties' obligations under this Agreement, the State's decision shall be final and binding.
F. The City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
G. Changes in time frame, character, cost, or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties within the contract period.
H. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors. The City shall not assign or transfer its interest in this Agreement without written consent of the State.
I. In case any one or more of the provisions contained in this Agreement shall, or any reason, be held 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.
J. This Agreement constitutes the sole and only agreement for lighting at the location described herein of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.
K. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 4. INDEMNIFICATION

The City acknowledges that it is not an agent, servant, or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this Agreement.

Article 5. AUDIT

The State Auditor may conduct an audit or investigation of any entity receiving funds directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

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Each party is signing this agreement on the date stated below that party's signature.

ATTEST:

CITY OF: LITTLE ELM

By:_____

_____
(Title of Signing Official)

_____
(Date)

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

APPROVED:

By:_____
District Engineer

_____ District

Date:_____

In Process

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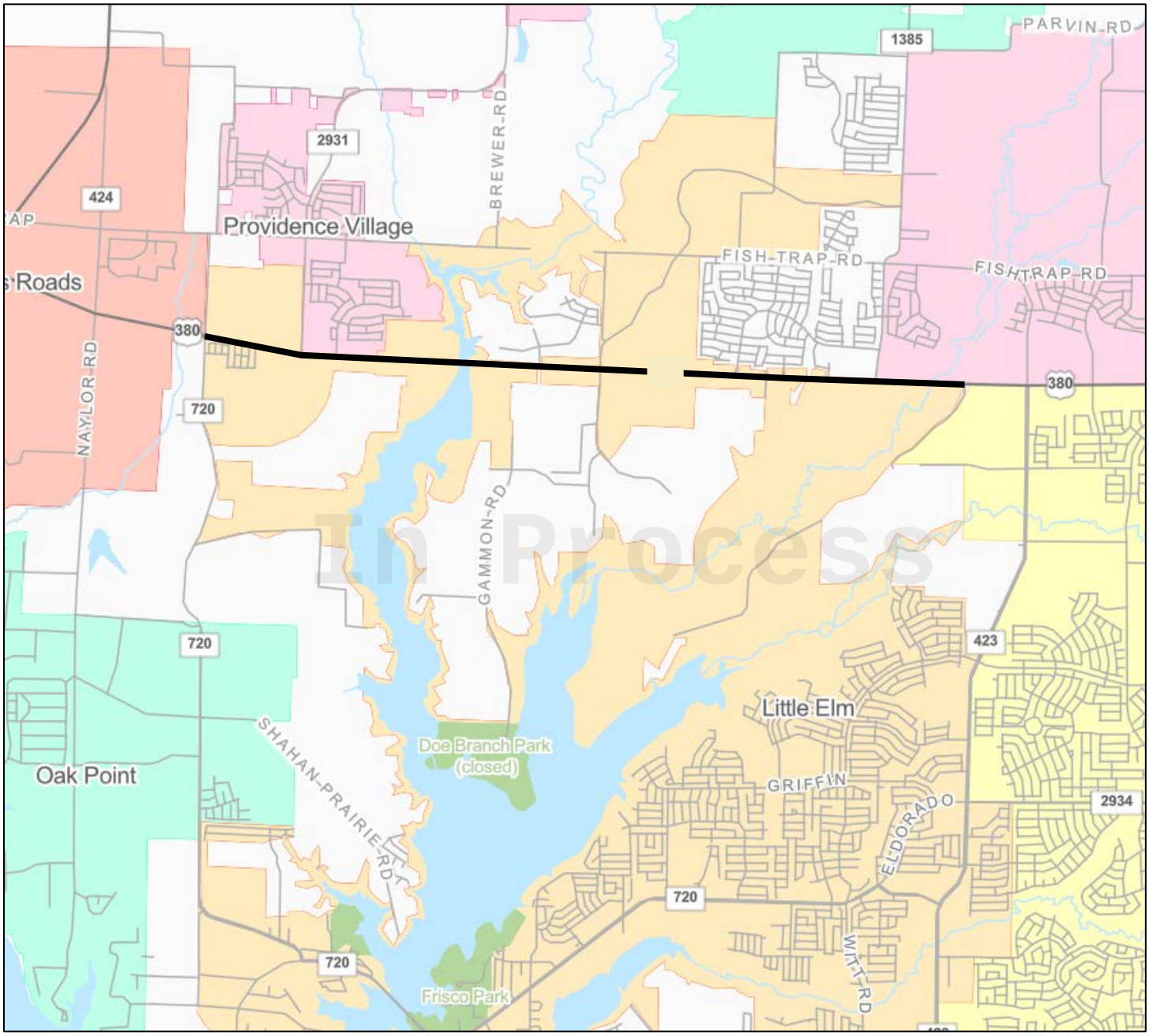
Exhibit A – PROJECT LOCATION MAP



Certificate Of Completion

Envelope Id: 6C51197F250D49B09915C0C7E144489C
Status: Sent
Subject: Please DocuSign: Lighting Agreement Little Elm 2020.pdf
Source Envelope:
Document Pages: 5 Signatures: 0
Certificate Pages: 1 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Katrina Baker
125 E. 11th Street
Austin, TX 78701
Katrina.Baker@txdot.gov
IP Address: 204.64.21.50

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Status: Original
1/4/2021 12:06:54 PM
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Katrina.Baker@txdot.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Matt Mueller mmueller@littleelm.org Town Manager Security Level: Email, Account Authentication (None)		Sent: 1/4/2021 12:08:31 PM Resent: 1/21/2021 12:41:49 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Process

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Wesley Brandon, P.E. Little Elm wbrandon@littleelm.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/4/2021 12:08:30 PM Viewed: 1/27/2021 8:56:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

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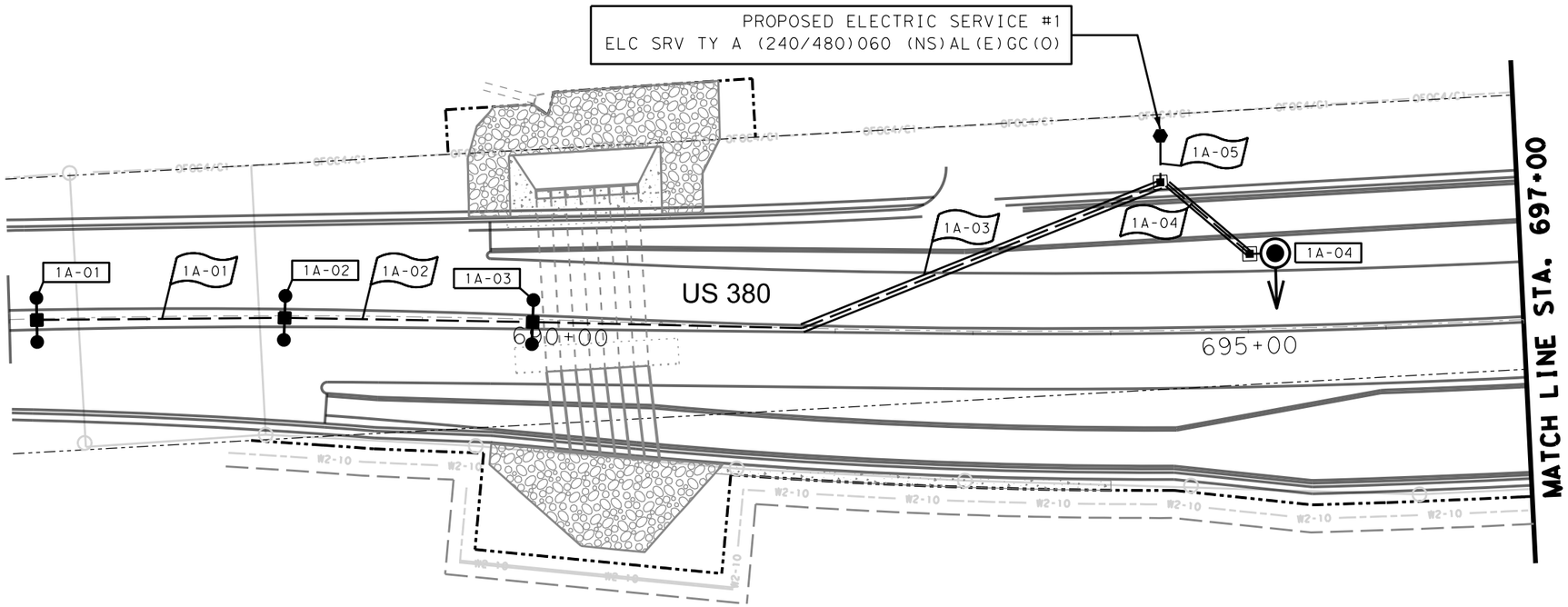
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
1A-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	686+20	1 RT	30	8	1A	
1A-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	688+00	2 RT	30	8	1A	
1A-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	689+80	2 RT	30	8	1A	
1A-04	HI MST IL POLE (150 FT) (80 MPH)	695+20	55 LT	60		1A	

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
1A-01	180	1	180							1	186			2	372	
1A-02	180	1	180							1	186			2	372	
1A-03	474	1	197	1	277					1	480			2	960	
1A-04	99			1	99					1	105			2	210	
1A-05	34	1	34							1	40			2	80	
TOTALS		591		376		0		0		997		0		1,994		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6'
ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6026	DRILL SHAFT (HIGH MAST POLE)(60 IN)	LF	30
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	24
432	6001	RIPRAP (CONC)(4 IN)	CY	3
613	6005	HI MST IL POLE (150 FT)(80 MPH)	EA	1
614	6008	LED HI MST IL ASM (6 FIXT)(ASYM)(TY B)	EA	1
618	6023	CONDT (PVC) (SCHD 40)(2")TRENCH	LF	591
618	6024	CONDT (PVC) (SCHD 40)(2")BORE	LF	376
620	6007	ELECTRIC CONDR(NO 8)BARE	LF	997
620	6008	ELECTRIC CONDR(NO 8)INSULATED	LF	1,994
624	6001	GROUND BOX TY A (122311)	EA	1
628	6031	ELEC SRV TY A (240/480)60(NS)AL(E)GC(O)	EA	1
6379	6001	ROADWAY LIGHTING ASSEMBLY(TY1)	EA	
6379	6002	ROADWAY LIGHTING ASSEMBLY(TY2)	EA	3

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ENGINEER: RHETT DOLLINS, P.E.
P.E. SERIAL NO.: 100298
DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 01 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.	SHEET NO.
		07

STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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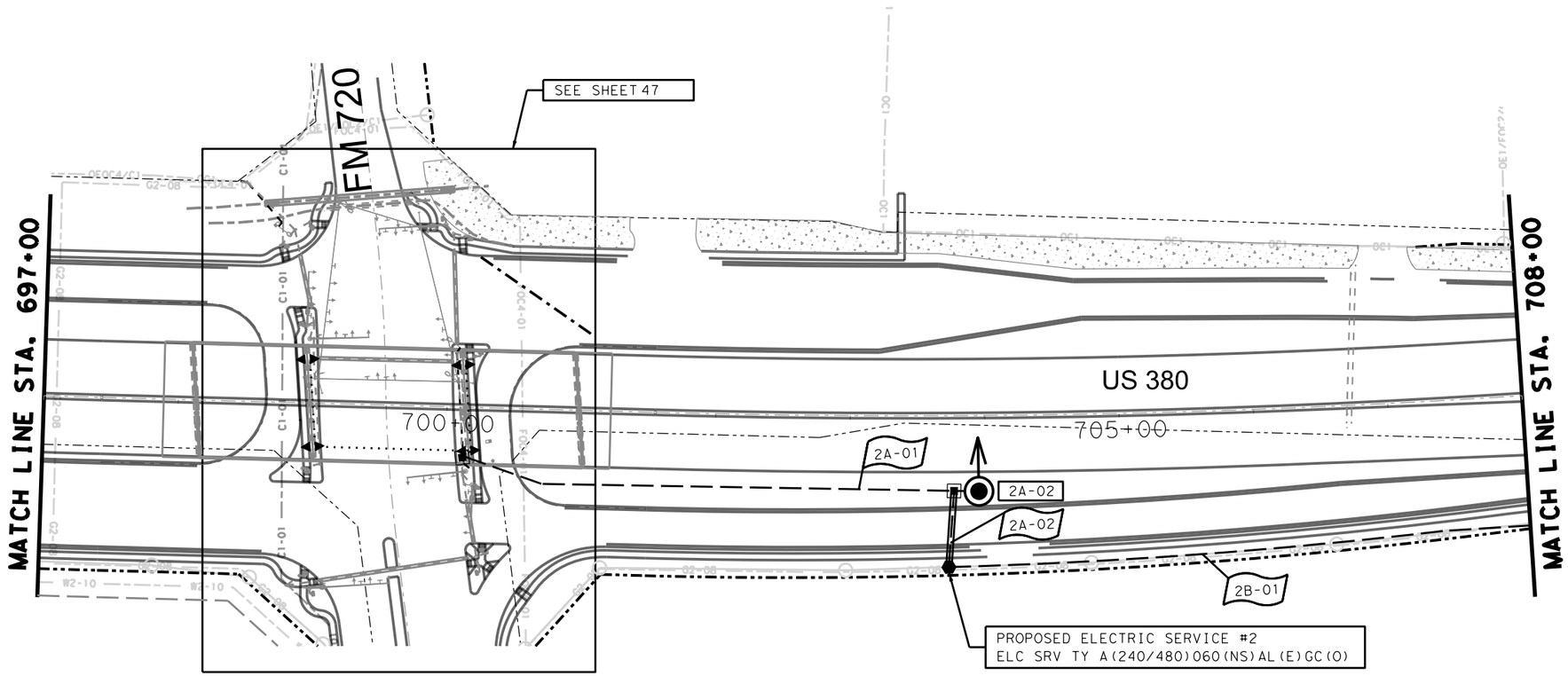
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
2A-02	HI MST IL POLE (150 FT) (80 MPH)	703+95	56 RT	60		2A	

SCALE 0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
2A-01	388	1	388							1	394			2	788	
2A-02	61			1	61					1	67			2	134	
2B-01	711	1	565	1	146					1	717			2	1434	
TOTALS		953		207		0		0		1,178		0		2,356		

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6026	DRILL SHAFT (HIGH MAST POLE)(60 IN)	LF	30
416	6029	DRILL SHAFT(RDWY ILL POLE)(30 IN)	LF	24
432	6001	RIPRAP (CONC)(4 IN)	CY	3
613	6005	HI MST IL POLE (150 FT)(80 MPH)	EA	1
614	6008	LED HI MST IL ASM (6 FIXT) (ASYM)(TY B)	EA	1
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,120
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	150
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,288
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,576
624	6001	GROUND BOX TY A (122311)	EA	2
628	6031	ELEC SRV TY A (240/480)60(NS)AL(E)GC(O)	EA	1

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 02 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			08
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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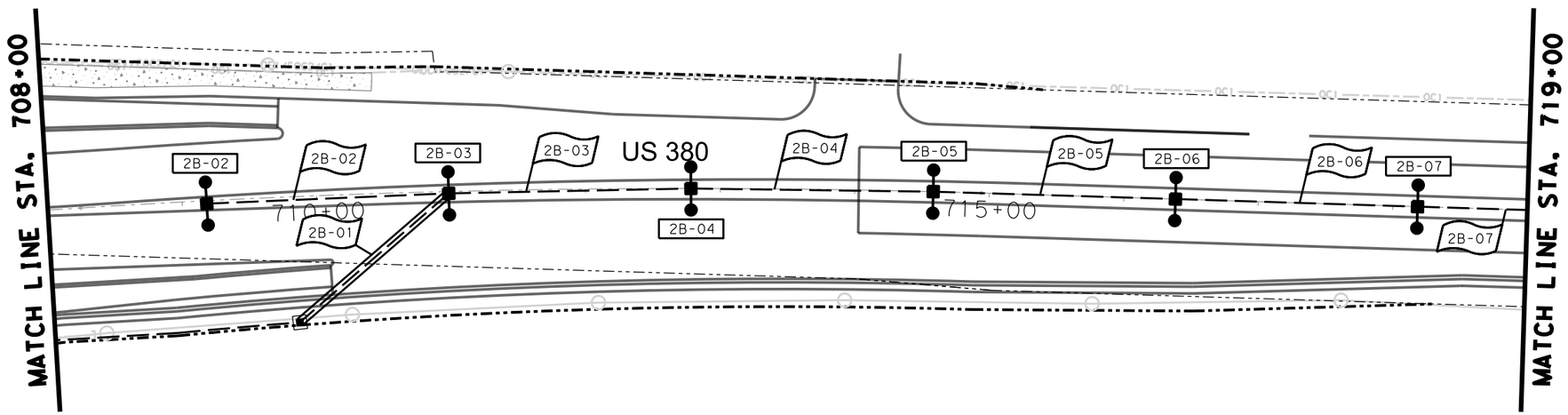
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
2B-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	709+18	2 RT	30	8	2B	
2B-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	710+98	1 RT	30	8	2B	
2B-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	712+78	CENTER	30	8	2B	
2B-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	714+57	CENTER	30	8	2B	
2B-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	716+38	CENTER	30	8	2B	
2B-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	718+18	CENTER	30	8	2B	

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
2B-02	180	1	180							1	186			2	372	
2B-03	180	1	180							1	186			2	372	
2B-04	180	1	180							1	186			2	372	
2B-05	180	1	180							1	186			2	372	
2B-06	180	1	180							1	186			2	372	
2B-07	180	1	180							1	186			2	372	
TOTALS		1,080		0		0		0		1,116		0		2,232		

NOTE: CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,080
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,116
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,232
624	6002	GROUND BOX TY A (122311) W/APRON	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 03 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			09
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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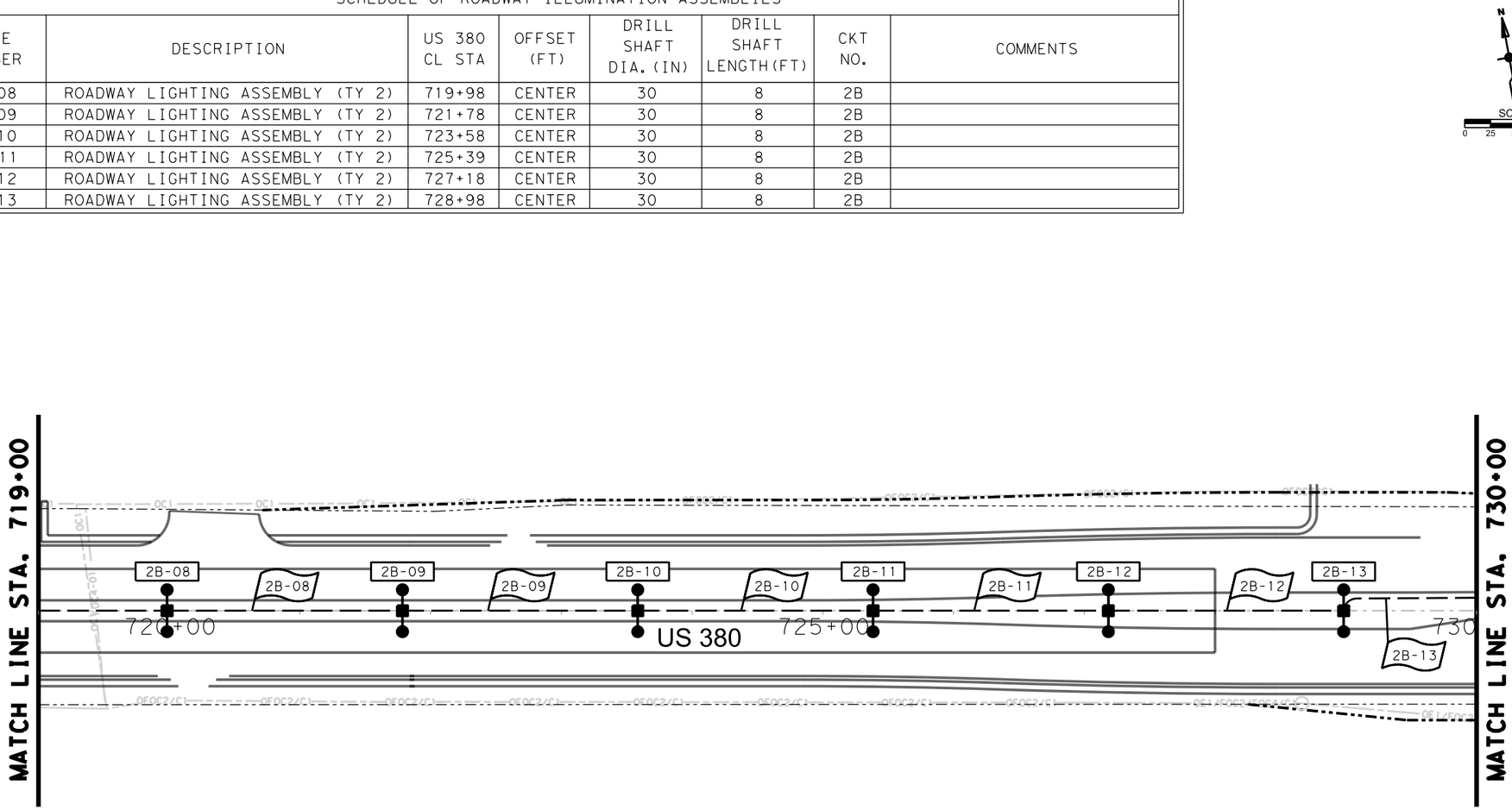
DN: XXX	CK: XXX	DW: XXX	CK: XXX

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
2B-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	719+98	CENTER	30	8	2B	
2B-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	721+78	CENTER	30	8	2B	
2B-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	723+58	CENTER	30	8	2B	
2B-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	725+39	CENTER	30	8	2B	
2B-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	727+18	CENTER	30	8	2B	
2B-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	728+98	CENTER	30	8	2B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER

CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH 2"		BORE 2"		1"		#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
2B-08	180	1	180							1	186			2	372	
2B-09	180	1	180							1	186			2	372	
2B-10	180	1	180							1	186			2	372	
2B-11	180	1	180							1	186			2	372	
2B-12	180	1	180							1	186			2	372	
2B-13	186	1	186							1	192			2	384	
	TOTALS	1,086		0		0		0		1,122		0		2,244		

NOTE: CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,086
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,122
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,244
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 04 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			10
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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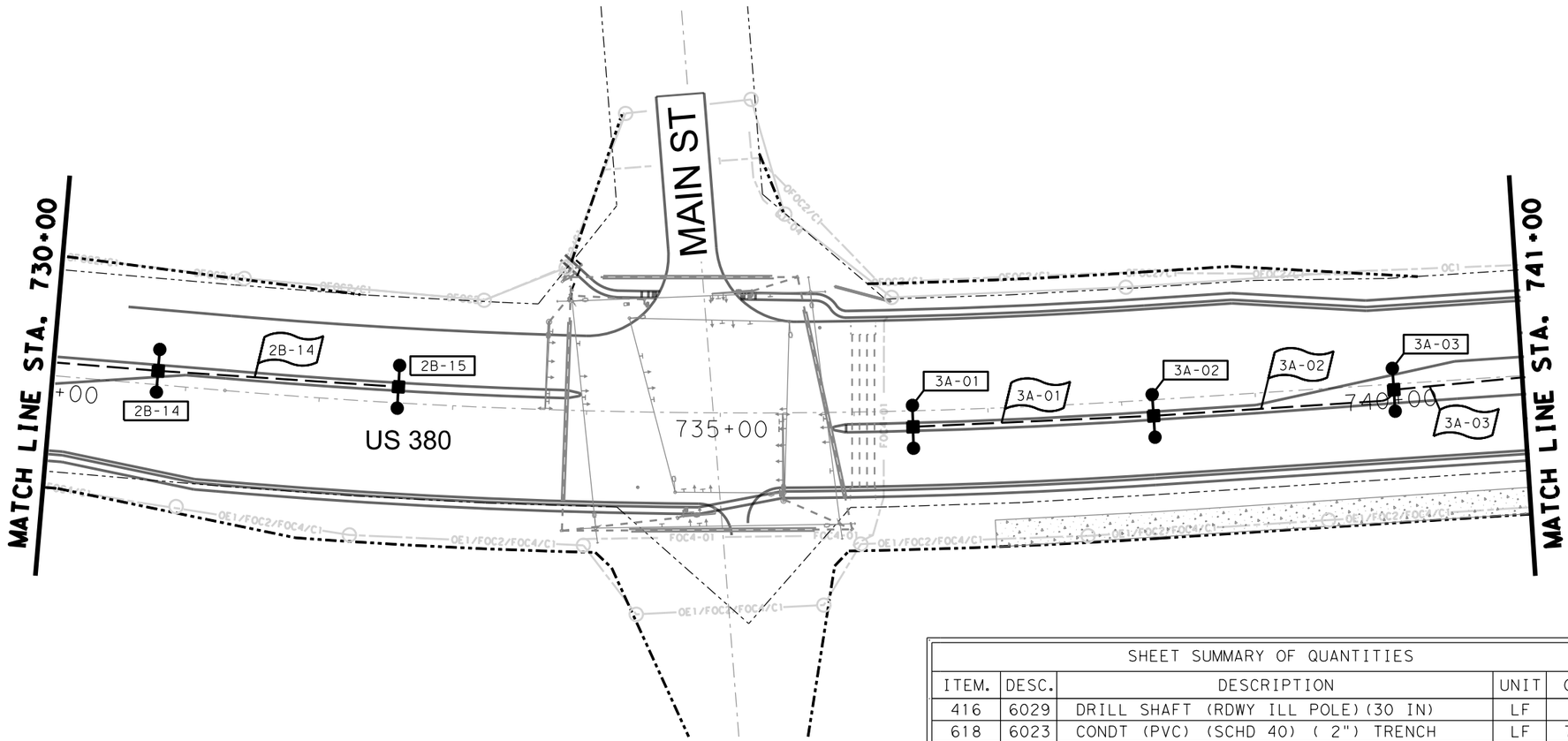
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
2B-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	730+78	10 LT	30	8	2B	
2B-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	732+59	12 LT	30	8	2B	
3A-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	736+44	12 RT	30	8	3A	
3A-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	738+23	12 RT	30	8	3A	
3A-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	740+40	4 RT	30	8	3A	

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	40
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	758
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	782
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	1,564
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	5

CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT SCH 40 PVC TRENCH 2"		ITEM 618 - CONDUIT SCH 40 PVC BORE 2"		RM 1"		RM #6 (BARE)		RM #8 (BARE)		RM #6 (XHHW)		RM #8 (XHHW)		COMMENTS
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
2B-14	180	1	180							1	186			2	372	
3A-01	183	1	183							1	189			2	378	
3A-02	183	1	183							1	189			2	378	
3A-03	212	1	212							1	218			2	436	
TOTALS		758		0		0		0		782		0		1,564		

NOTE: CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6′ ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 05 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.	SHEET NO.
		11

STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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DN: XXX	CK: XXX	DW: XXX	CK: XXX

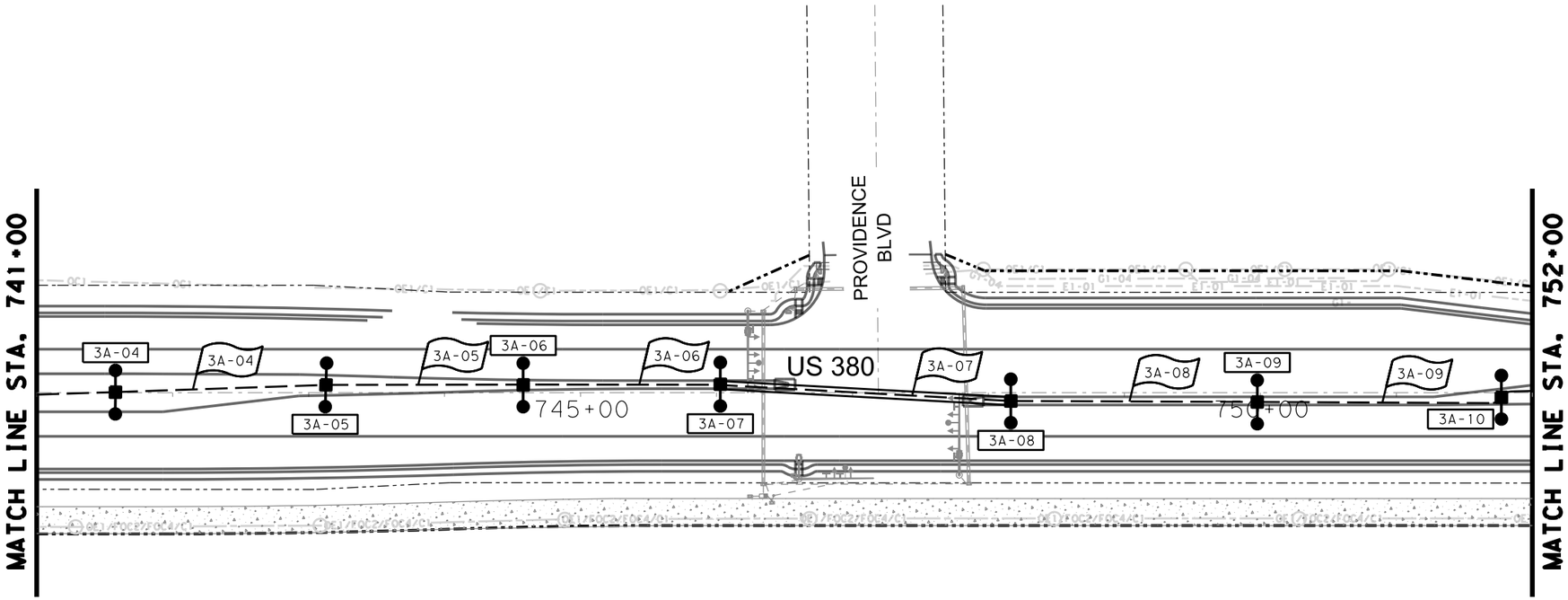
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
3A-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	741+58	CENTER	30	8	3A	
3A-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	743+12	6 LT	30	8	3A	
3A-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	744+58	6 LT	30	8	3A	
3A-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	746+3	6 LT	30	8	3A	
3A-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	748+16	6 RT	30	8	3A	
3A-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	749+98	7 RT	30	8	3A	
3A-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	751+77	3 RT	30	8	3A	

N

SCALE
0 25 50 100

LEGEND	
●—■—●	RDWY IL ASSEM (LED) (DUAL ARM)
●—	RDWY IL ASSEM (LED) (SINGLE ARM)
◀—◎	RDWY IL ASSEM (HIGH MAST) (150')
◀	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
- -	PROPOSED CONDUIT RUN
═══	PROPOSED CONDUIT (BORED)
⬢	PROPOSED ELECTRICAL SERVICE
▣	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH 2"		BORE 2"		1"		#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
3A-04	155	1	155							1	161			2	322	
3A-05	146	1	146							1	152			2	304	
3A-06	145	1	145							1	151			2	302	
3A-07	215			1	215					1	221			2	442	
3A-08	182	1	182							1	188			2	376	
3A-09	182	1	182							1	188			2	376	
	TOTALS	810		215		0		0		1,061		0		2,122		

NOTE: CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	56
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	810
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	215
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,061
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,122
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	7

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 06 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			12
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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DN: XXX	CK: XXX	DW: XXX	CK: XXX

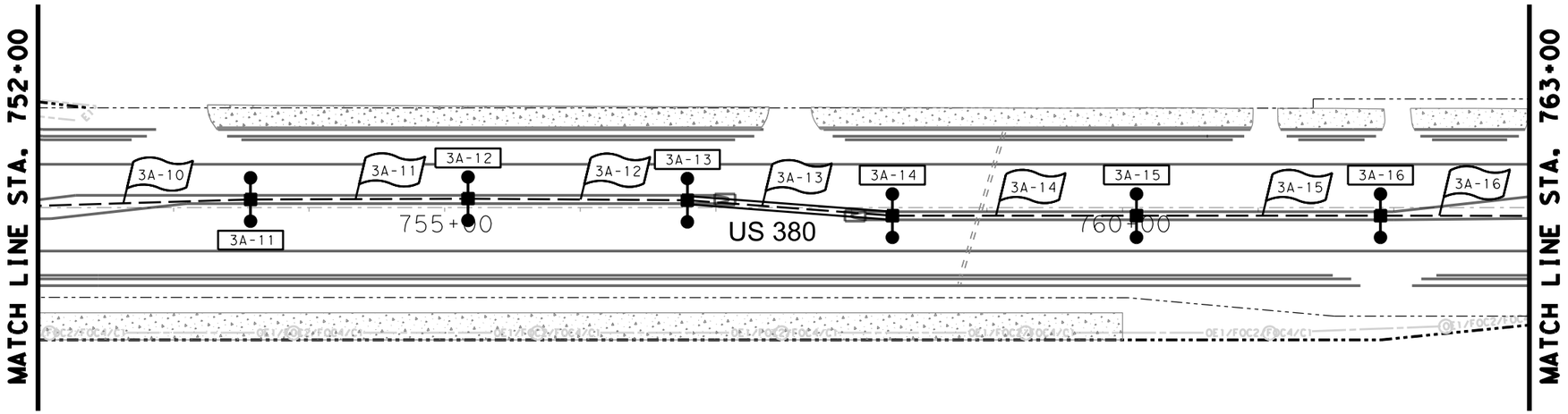
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
3A-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	753+57	6 LT	30	8	3A	
3A-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	755+17	7 LT	30	8	3A	
3A-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	756+79	5 LT	30	8	3A	
3A-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	758+30	6 RT	30	8	3A	
3A-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	760+10	6 RT	30	8	3A	
3A-16	ROADWAY LIGHTING ASSEMBLY (TY 2)	761+90	6 RT	30	8	3A	

N

SCALE
0 25 50 100

LEGEND	
●—■—●	RDWY IL ASSEM (LED) (DUAL ARM)
●—	RDWY IL ASSEM (LED) (SINGLE ARM)
←◎	RDWY IL ASSEM (HIGH MAST) (150')
◀	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
- -	PROPOSED CONDUIT RUN
═══	PROPOSED CONDUIT (BORED)
⬢	PROPOSED ELECTRICAL SERVICE
▣	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
3A-10	181	1	181							1	187			2	374	
3A-11	161	1	161							1	167			2	334	
3A-12	162	1	162							1	168			2	336	
3A-13	152			1	152					1	158			2	316	
3A-14	180	1	180							1	186			2	372	
3A-15	180	1	180							1	186			2	372	
3A-16	182	1	182							1	188			2	376	
	TOTALS	1,046		152		0		0		1,240		0		2,480		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,046
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	152
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,240
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,480
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 07 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			13
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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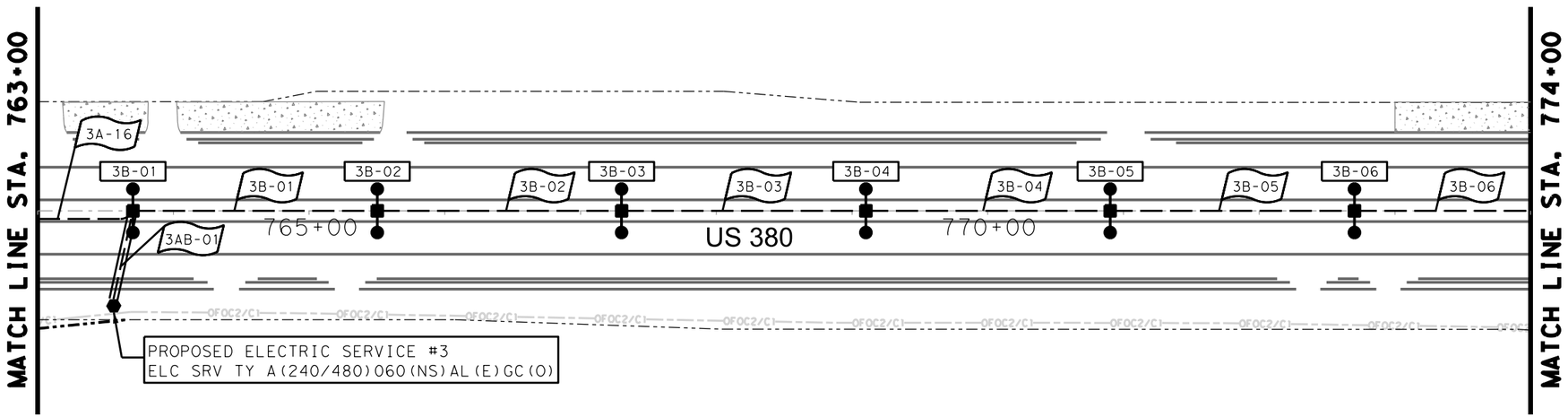
DN: XXX	CK: XXX	DW: XXX	CK: XXX

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
3B-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	763+70	CENTER	30	8	3B	
3B-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	765+50	CENTER	30	8	3B	
3B-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	767+30	CENTER	30	8	3B	
3B-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	769+10	CENTER	30	8	3B	
3B-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	770+90	CENTER	30	8	3B	
3B-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	772+70	CENTER	30	8	3B	

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
3AB-01	72			1	72					1	78			4	312	
3B-01	180	1	180							1	186			2	372	
3B-02	180	1	180							1	186			2	372	
3B-03	180	1	180							1	186			2	372	
3B-04	180	1	180							1	186			2	372	
3B-05	180	1	180							1	186			2	372	
3B-06	180	1	180							1	186			2	372	
	TOTALS	1,080		72		0		0		1,194		0		2,544		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6′ ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,080
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	72
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,194
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,544
628	6031	ELEC SRV TY A (240/480)60(NS)AL(E)GC(O)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 08 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			14
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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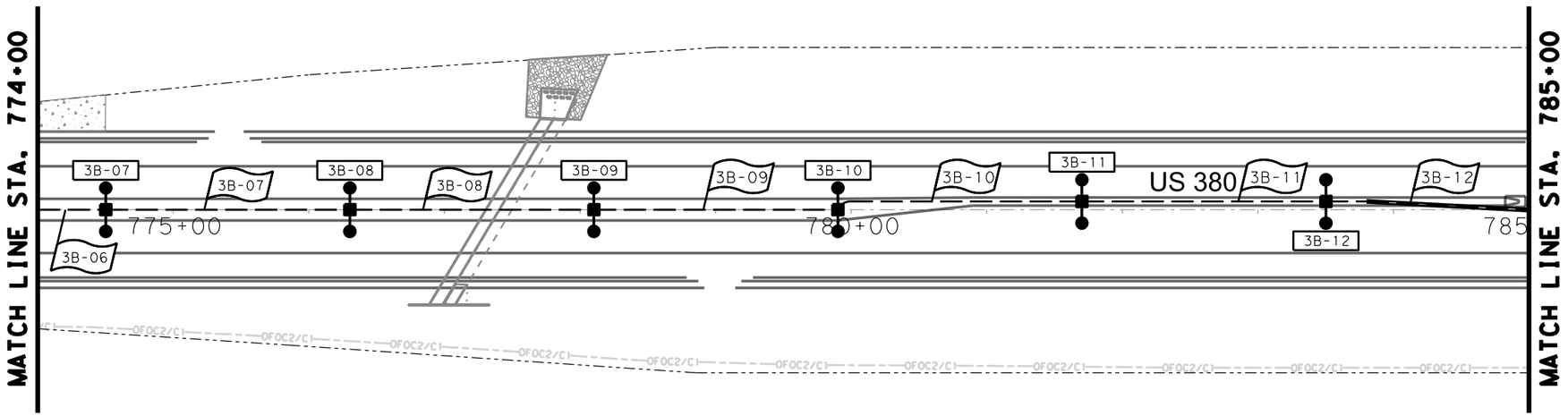
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
3B-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	774+50	CENTER	30	8	3B	
3B-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	776+30	CENTER	30	8	3B	
3B-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	778+10	CENTER	30	8	3B	
3B-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	779+90	CENTER	30	8	3B	
3B-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	781+70	6 LT	30	8	3B	
3B-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	783+50	6 LT	30	8	3B	



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
3B-07	180	1	180							1	186			2	372	
3B-08	180	1	180							1	186			2	372	
3B-09	180	1	180							1	186			2	372	
3B-10	183	1	183							1	189			2	378	
3B-11	180	1	180							1	186			2	372	
3B-12	258	1	30	1	228					1	264			2	528	
TOTALS		933		228		0		0		1,197		0		2,394		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	933
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	228
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,197
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,394
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 09 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			15
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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DN: XXX	CK: XXX	DW: XXX	CK: XXX

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
3B-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	786+07	6 RT	30	8	3B	
3B-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	787+87	6 RT	30	8	3B	
3B-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	789+67	6 RT	30	8	3B	
4A-01	IN RD IL(TY SA) 30B-8(250W EQ)LED	791+39	50 LT	#		4A	
4A-02	IN RD IL(TY SA) 30B-8(250W EQ)LED	791+39	50 RT	#		4A	
4A-03	IN RD IL(TY SA) 30B-8(250W EQ)LED	792+99	50 LT	#		4A	
4A-04	IN RD IL(TY SA) 30B-8(250W EQ)LED	792+99	50 RT	#		4A	
4A-05	IN RD IL(TY SA) 30B-8(250W EQ)LED	795+25	50 LT	#		4A	
4A-06	IN RD IL(TY SA) 30B-8(250W EQ)LED	795+25	50 RT	#		4A	

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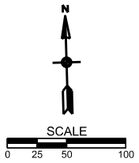
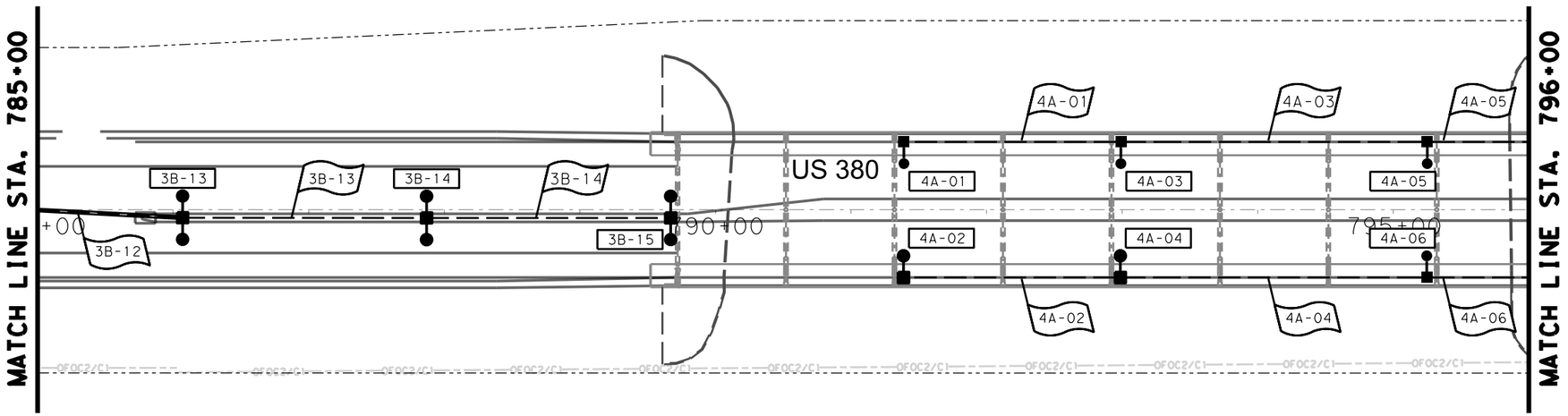


LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
3B-13	180	1	180							1	186			2	372	
3B-14	180	1	180							1	186			2	372	
4A-01	160	1	160							1	166			2	332	EMBEDDED IN BRIDGE DECK
4A-02	160	1	160							1	166			2	332	EMBEDDED IN BRIDGE DECK
4A-03	226	1	226							1	232			2	464	EMBEDDED IN BRIDGE DECK
4A-04	226	1	226							1	232			2	464	EMBEDDED IN BRIDGE DECK
4A-05	126	1	126							1	132			2	264	EMBEDDED IN BRIDGE DECK
4A-06	126	1	126							1	132			2	264	EMBEDDED IN BRIDGE DECK
TOTALS		1,384		0		0		0		1,432		0		2,864		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6'ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	24
610	6146	IN RD IL (TY SA) 30B-8 (250W EQ) LED	EA	6
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,384
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,432
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,864
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	3

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 10 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			16

STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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DN: XXX	CK: XXX	DW: XXX	CK: XXX

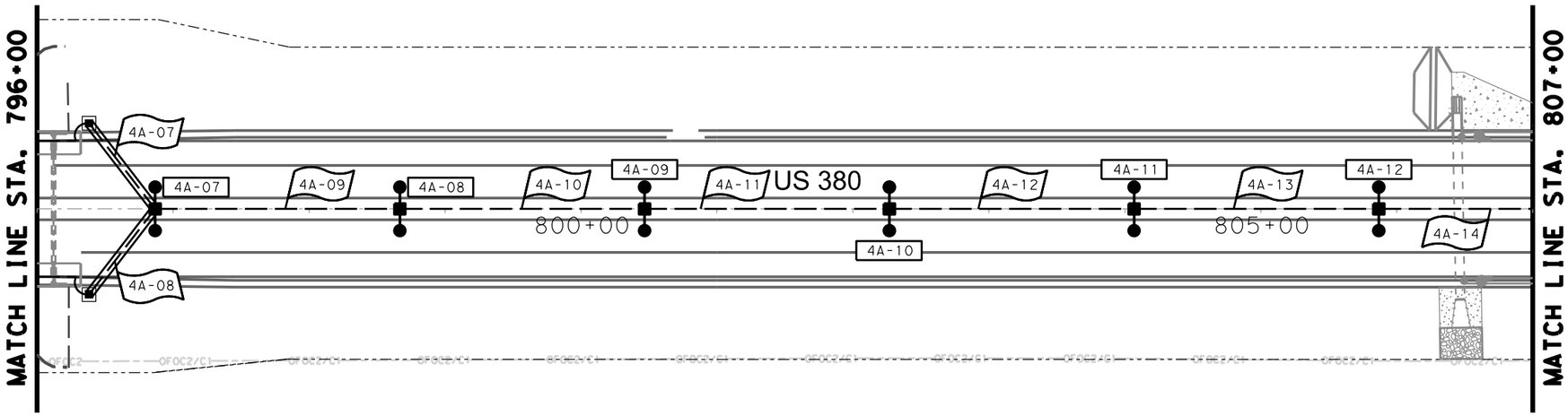
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
4A-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	796+87	CENTER	30	8	4A	
4A-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	798+67	CENTER	30	8	4A	
4A-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	800+47	CENTER	30	8	4A	
4A-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	802+27	CENTER	30	8	4A	
4A-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	804+07	CENTER	30	8	4A	
4A-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	805+87	CENTER	30	8	4A	

N

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
4A-07	80			1	80					1	86			2	172	
4A-08	80			1	80					1	86			2	172	
4A-09	180	1	180							1	186			2	372	
4A-10	180	1	180							1	186			2	372	
4A-11	180	1	180							1	186			2	372	
4A-12	180	1	180							1	186			2	372	
4A-13	180	1	180							1	186			2	372	
4A-14	180	1	180							1	186			2	372	
TOTALS		1,080		160		0		0		1,288		0		2,576		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,080
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	160
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,288
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,576
624	6002	GROUND BOX TY A (122311) W/APRON	EA	2
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 11 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			17
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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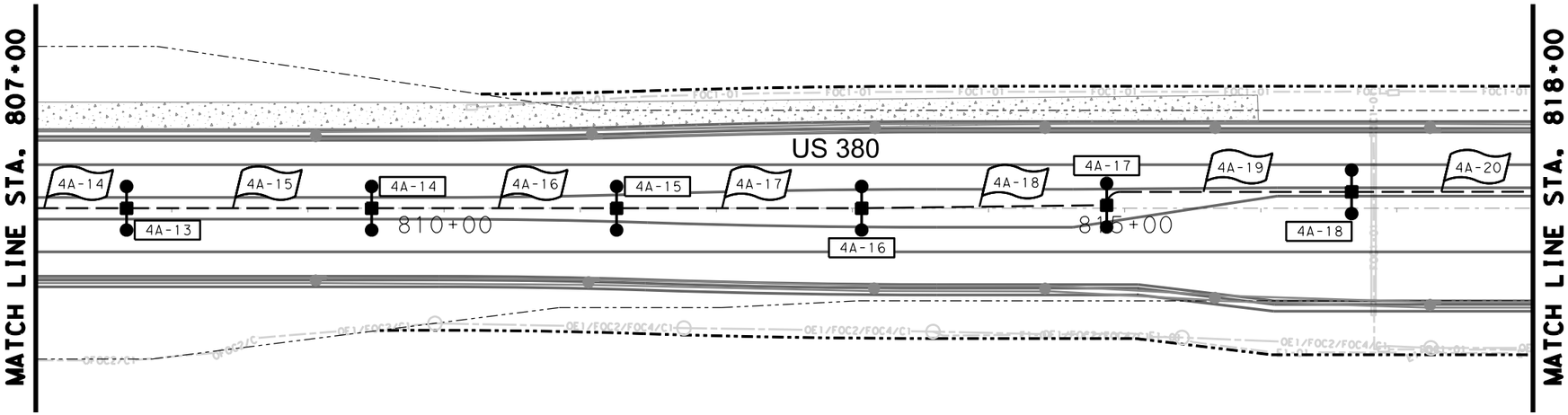
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
4A-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	807+67	CENTER	30	8	4A	
4A-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	809+47	CENTER	30	8	4A	
4A-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	811+27	CENTER	30	8	4A	
4A-16	ROADWAY LIGHTING ASSEMBLY (TY 2)	813+07	CENTER	30	8	4A	
4A-17	ROADWAY LIGHTING ASSEMBLY (TY 2)	814+87	CENTER	30	8	4A	
4A-18	ROADWAY LIGHTING ASSEMBLY (TY 2)	816+67	12 LT	30	8	4A	

N

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH 2"		BORE 2"		1"		#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
4A-15	180	1	180							1	186			2	372	
4A-16	180	1	180							1	186			2	372	
4A-17	180	1	180							1	186			2	372	
4A-18	180	1	180							1	186			2	372	
4A-19	185	1	185							1	191			2	382	
4A-20	180	1	180							1	186			2	372	
	TOTALS	1,085		0		0		0		1,121		0		2,242		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,085
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,121
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,242
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 12 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.	SHEET NO.
		18

STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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DN: XXX	CK: XXX	DW: XXX	CK: XXX

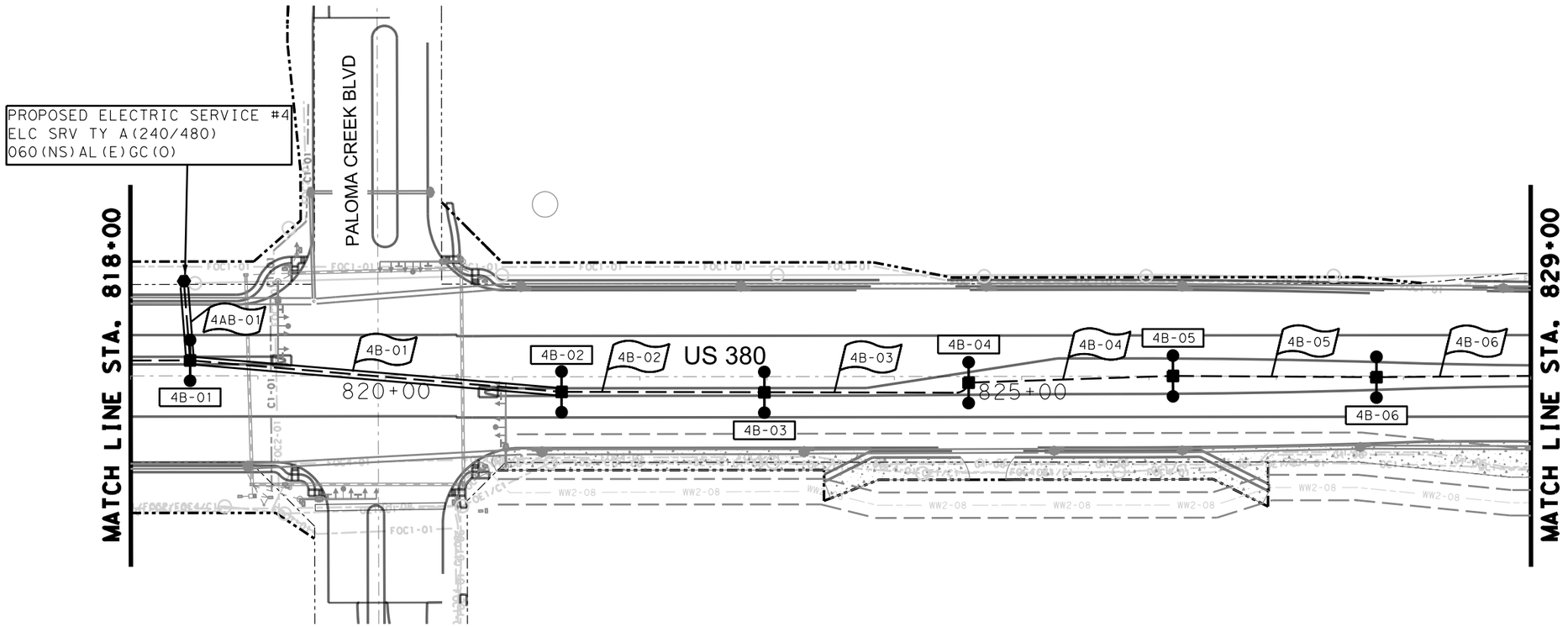
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
4B-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	818+47	12 LT	30	8	4B	
4B-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	821+39	12 RT	30	8	4B	
4B-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	822+98	12 RT	30	8	4B	
4B-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	824+58	5 RT	30	8	4B	
4B-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	826+18	CENTER	30	8	4B	
4B-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	827+79	CENTER	30	8	4B	

N

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
4AB-01	63			1	63					1	69			4	276	
4B-01	293			1	293					1	299			2	598	
4B-02	160	1	160							1	166			2	332	
4B-03	165	1	165							1	171			2	342	
4B-04	161	1	161							1	167			2	334	
4B-05	160	1	160							1	166			2	332	
4B-06	160	1	160							1	166			2	332	
	TOTALS	806		356		0		0		1,204		0		2,546		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6'ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	806
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	356
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,204
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,546
628	6031	ELEC SRV TY A (240/480)60(NS)AL(E)GC(O)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

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US 380 ILLUMINATION LAYOUT

SHEET 13 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			19
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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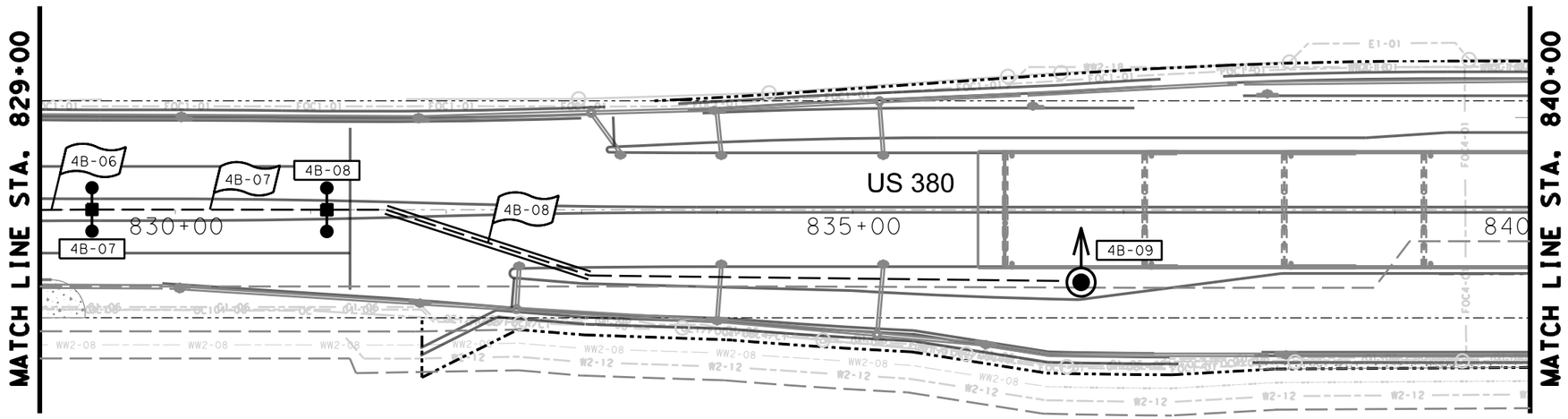
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
4B-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	829+39	CENTER	30	8	4B	
4B-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	831+12	CENTER	30	8	4B	
4B-09	HI MST IL POLE (150 FT) (80 MPH)	836+69	53 RT			4B	

N

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
4B-07	174	1	174							1	180			2	360	
4B-08	566	1	409	1	157					1	572			2	1144	
	TOTALS	583		157		0		0		752		0		1,504		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6'ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6026	DRILL SHAFT (HIGH MAST POLE)(60 IN)	LF	30
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	16
432	6001	RIPRAP (CONC)(4 IN)	CY	3
613	6005	HI MST IL POLE (150 FT)(80 MPH)	EA	1
614	6008	LED HI MST IL ASM (6 FIXT) (ASYM)(TY B)	EA	1
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	583
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	157
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	752
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	1,504
624	6001	GROUND BOX TY A (122311)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	2

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 14 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			20
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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DN: XXX	CK: XXX	DW: XXX	CK: XXX

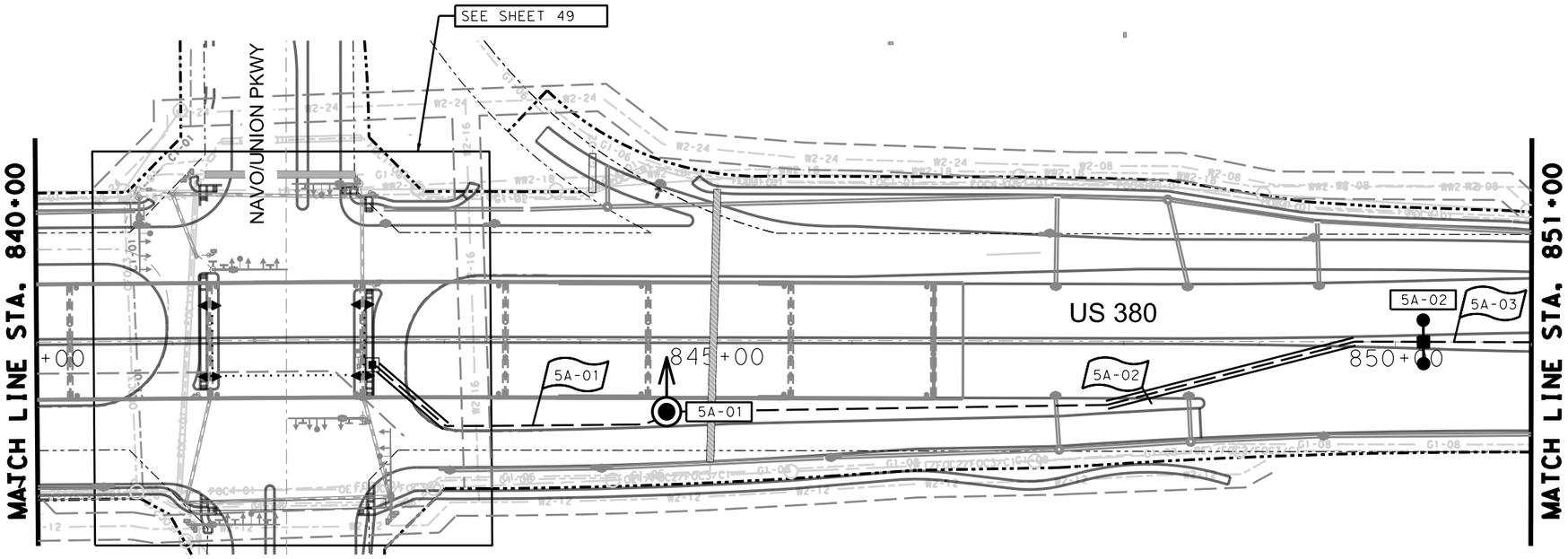
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
5A-01	HI MST IL POLE (150 FT) (80 MPH)	844+64	53 RT			5A	
5A-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	850+21	CENTER	30	8	5A	

N

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH 2"		BORE 2"		1"		#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
5A-01	236	1	165	1	71					1	242			2	484	
5A-02	564	1	379	1	185					1	570			2	1140	
5A-03	180	1	180							1	186			2	372	
TOTALS		724		256		0		0		998		0		1,996		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6'ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6026	DRILL SHAFT (HIGH MAST POLE)(60 IN)	LF	30
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	8
432	6001	RIPRAP (CONC)(4 IN)	CY	3
613	6005	HI MST IL POLE (150 FT)(80 MPH)	EA	1
614	6008	LED HI MST IL ASM (6 FIXT) (ASYM)(TY B)	EA	1
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	724
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	256
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	998
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	1,996
624	6001	GROUND BOX TY A (122311)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	1

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 15 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			21
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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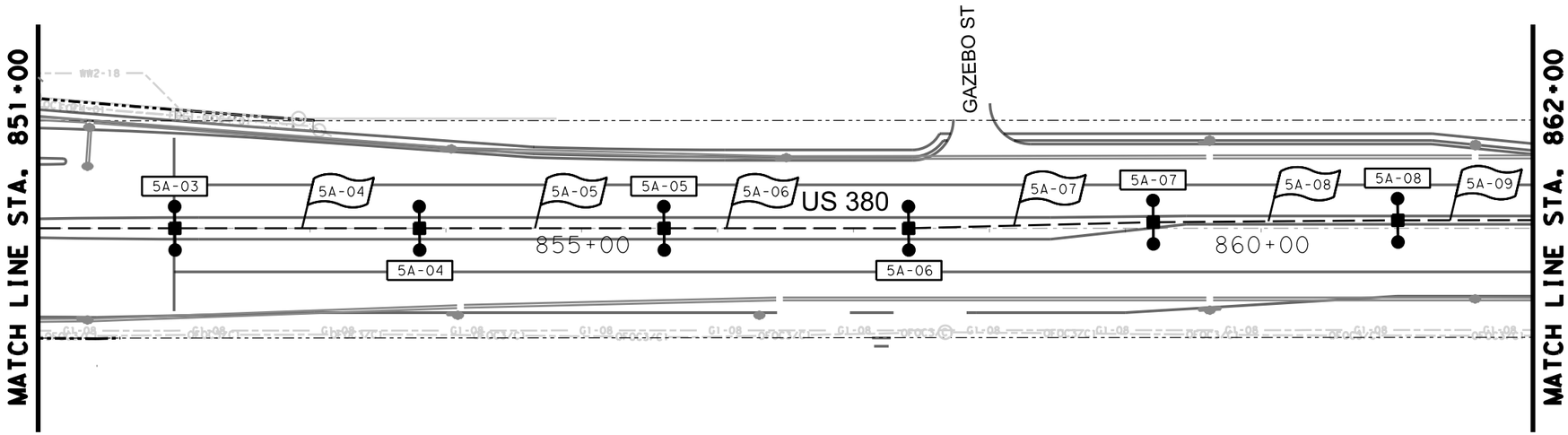
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
5A-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	852+00	CENTER	30	8	5A	
5A-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	853+81	CENTER	30	8	5A	
5A-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	855+61	CENTER	30	8	5A	
5A-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	857+41	CENTER	30	8	5A	
5A-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	859+21	5 LT	30	8	5A	
5A-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	861+00	6 LT	30	8	5A	

N

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
5A-04	180	1	180							1	186			2	372	
5A-05	180	1	180							1	186			2	372	
5A-06	180	1	180							1	186			2	372	
5A-07	180	1	180							1	186			2	372	
5A-08	180	1	180							1	186			2	372	
5A-09	180	1	180							1	186			2	372	
TOTALS		1,080		0		0		0		1,116		0		2,232		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6'ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,080
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,116
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,232
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 16 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			22
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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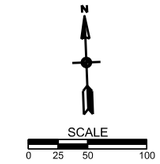
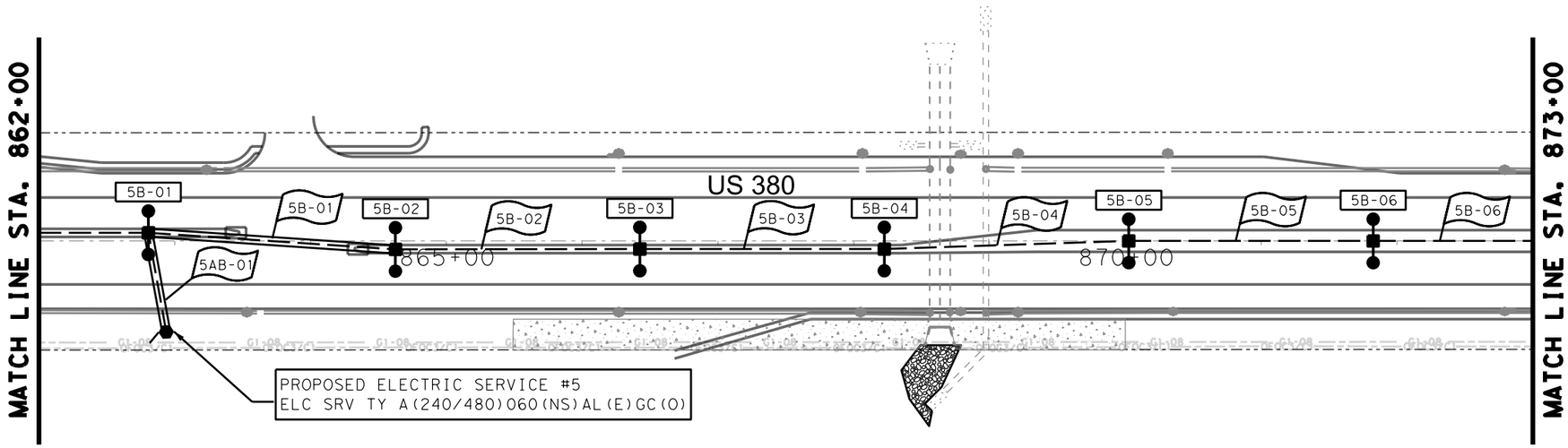
DN: XXX	CK: XXX	DW: XXX	CK: XXX

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
5B-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	862+81	6 LT	30	8	5B	
5B-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	864+63	6 RT	30	8	5B	
5B-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	866+43	6 RT	30	8	5B	
5B-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	868+23	6 RT	30	8	5B	
5B-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	870+03	CENTER	30	8	5B	
5B-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	871+83	CENTER	30	8	5B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH 2"		BORE 2"		1"		#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
5BA-01	75			1	75					1	81			4	324	
5B-01	183			1	183					1	189			2	378	
5B-02	180	1	180							1	186			2	372	
5B-03	180	1	180							1	186			2	372	
5B-04	181	1	181							1	187			2	374	
5B-05	80	1	80							1	86			2	172	
5B-06	80	1	80							1	86			2	172	
	TOTALS	701		258		0		0		1,001		0		2,164		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	701
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	258
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,001
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,164
628	6031	ELEC SRV TY A (240/480)60(NS)AL(E)GC(O)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 17 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			23
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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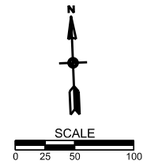
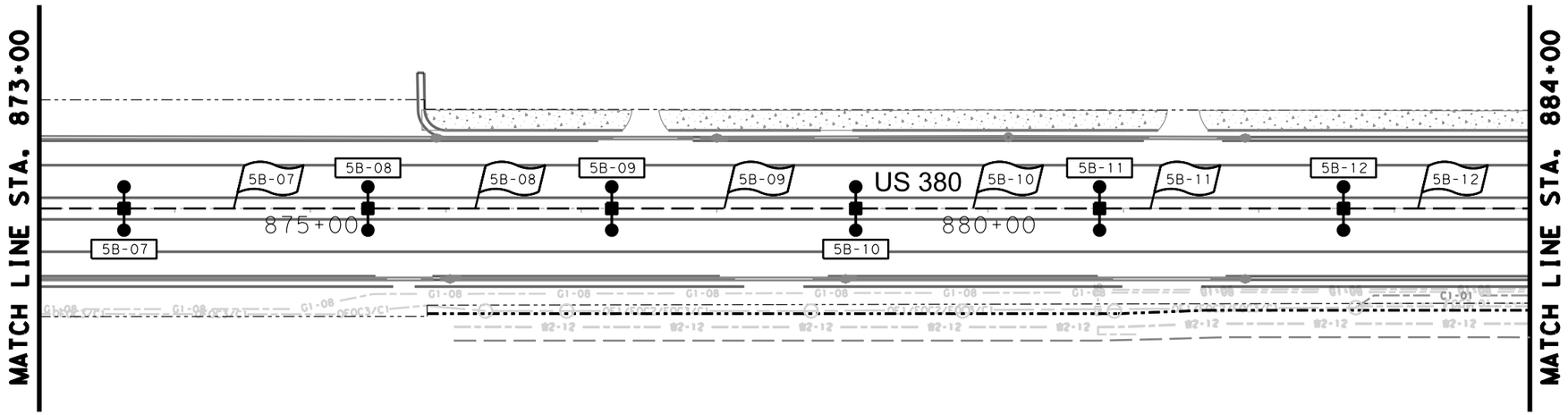
DN: XXX	CK: XXX	DW: XXX	CK: XXX

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
5B-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	873+63	CENTER	30	8	5B	
5B-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	875+43	CENTER	30	8	5B	
5B-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	877+23	CENTER	30	8	5B	
5B-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	879+03	CENTER	30	8	5B	
5B-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	880+83	CENTER	30	8	5B	
5B-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	882+63	CENTER	30	8	5B	



LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
5B-07	180	1	180							1	186			2	372	
5B-08	180	1	180							1	186			2	372	
5B-09	180	1	180							1	186			2	372	
5B-10	180	1	180							1	186			2	372	
5B-11	180	1	180							1	186			2	372	
5B-12	180	1	180							1	186			2	372	
	TOTALS	1,080		0		0		0		1,116		0		2,232		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6'ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,080
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,116
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,232
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 18 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			24
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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DN: XXX	CK: XXX	DW: XXX	CK: XXX

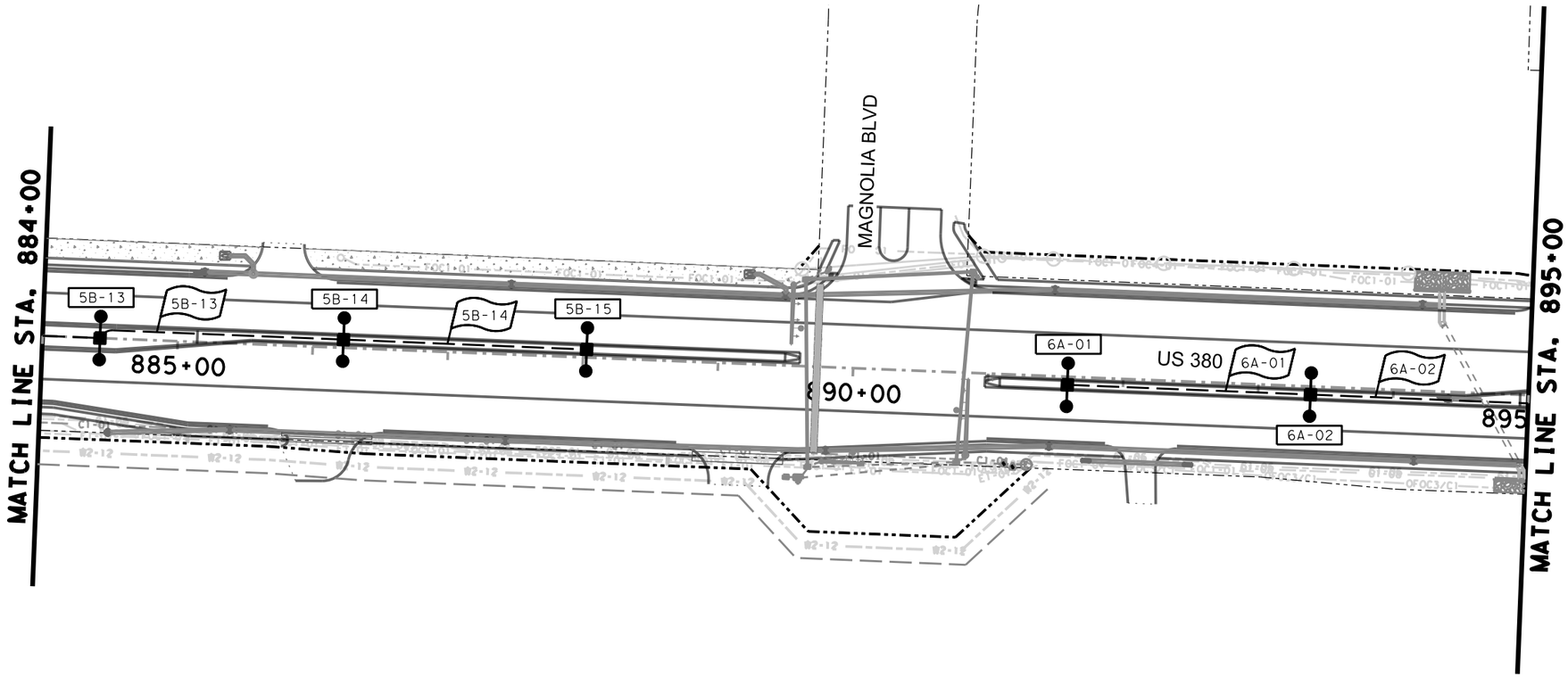
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
5B-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	884+43	CENTER	30	8	5B	
5B-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	886+23	CENTER	30	8	5B	
5B-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	888+03	CENTER	30	8	5B	
6A-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	891+59	6 RT	30	8	6A	
6A-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	893+36	6 RT	30	8	6A	

N

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH 2"		BORE 2"		1"		#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
5B-13	183	1	183							1	189			2	378	
5B-14	180	1	180							1	186			2	372	
6A-01	180	1	180					1	186			2	372			
6A-02	182	1	182					1	188			2	376			
TOTALS		725		0		0		374		375		748		750		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6'ADDITIONAL LENGTH
TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	40
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	725
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	375
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	750
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	374
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	748
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	5

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 19 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			25
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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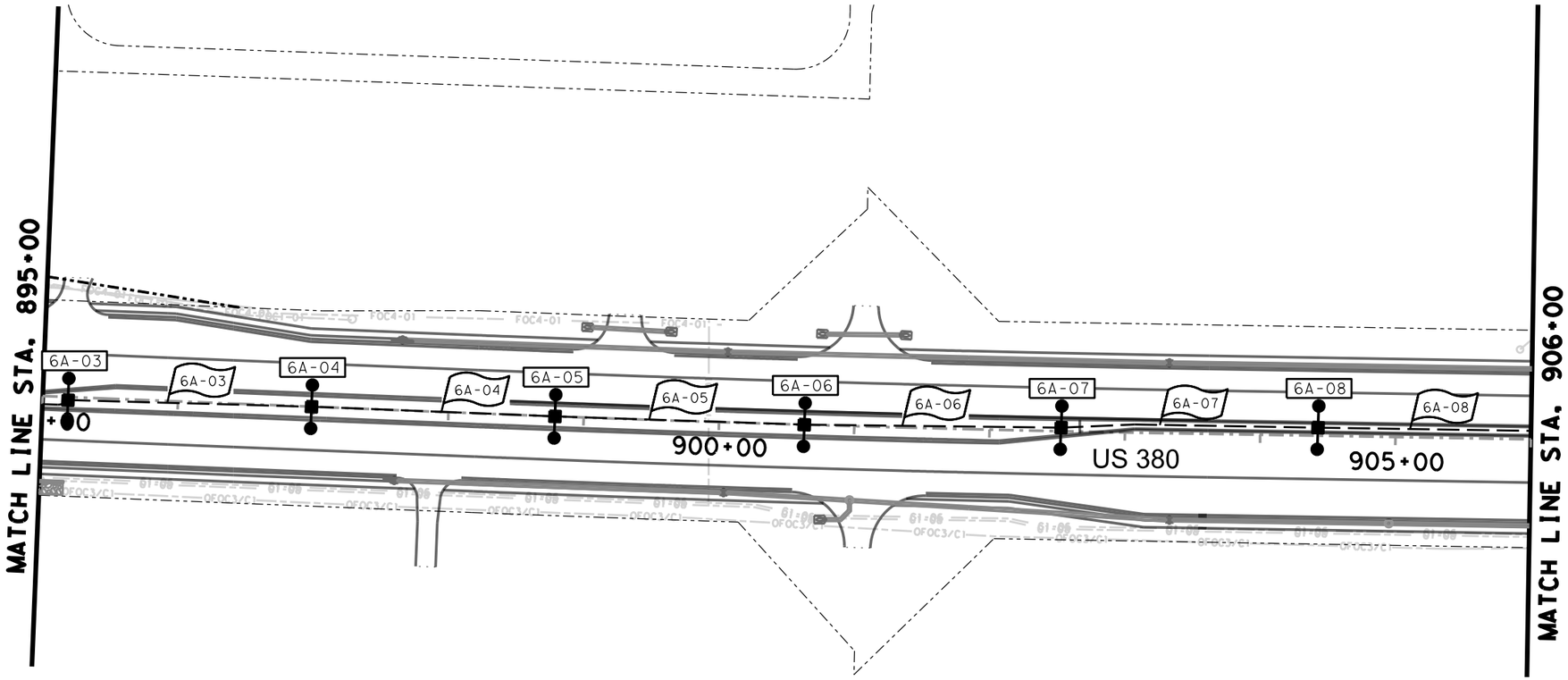
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
6A-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	895+19	2 RT	30	8	6A	
6A-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	897+00	CENTER	30	8	6A	
6A-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	898+79	CENTER	30	8	6A	
6A-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	900+63	CENTER	30	8	6A	
6A-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	902+53	2 LT	30	8	6A	
6A-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	904+43	6 LT	30	8	6A	

N

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH 2"		BORE 2"		1"		#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
6A-03	182	1	182					1	188			2	376			
6A-04	180	1	180					1	186			2	372			
6A-05	185	1	185					1	191			2	382			
6A-06	190	1	190					1	196			2	392			
6A-07	190	1	190					1	196			2	392			
6A-08	191	1	191					1	197			2	394			
	TOTALS	1,118		0		0		1,154		0		2,308		0		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6'ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,118
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	1,154
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	2,308
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 20 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			26
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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DN: XXX	CK: XXX	DW: XXX	CK: XXX

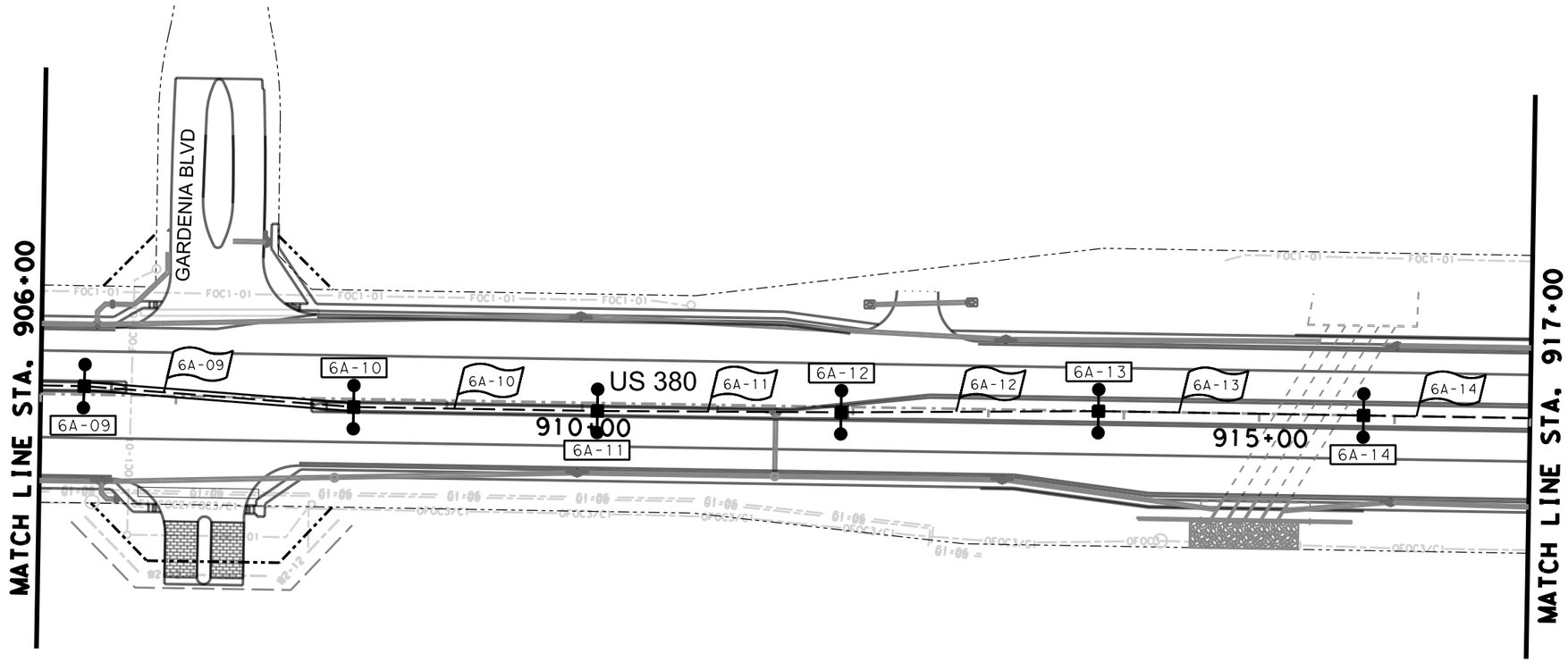
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
6A-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	906+33	7 LT	30	8	6A	
6A-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	908+31	6 RT	30	8	6A	
6A-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	910+11	6 RT	30	8	6A	
6A-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	911+91	4 RT	30	8	6A	
6A-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	913+80	CENTER	30	8	6A	
6A-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	915+77	CENTER	30	8	6A	

N

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH 2"		BORE 2"		1"		#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
6A-09	200			1	200			1	206			2	412			
6A-10	180	1	180					1	186			2	372			
6A-11	179	1	179					1	185			2	370			
6A-12	190	1	190					1	196			2	392			
6A-13	197	1	197					1	203			2	406			
6A-14	150	1	150					1	156			2	312			
	TOTALS	896		200		0		1,132		0		2,264		0		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	896
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	200
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	1,132
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	2,264
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

DOCUMENT INCOMPLETE: NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 21 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			27
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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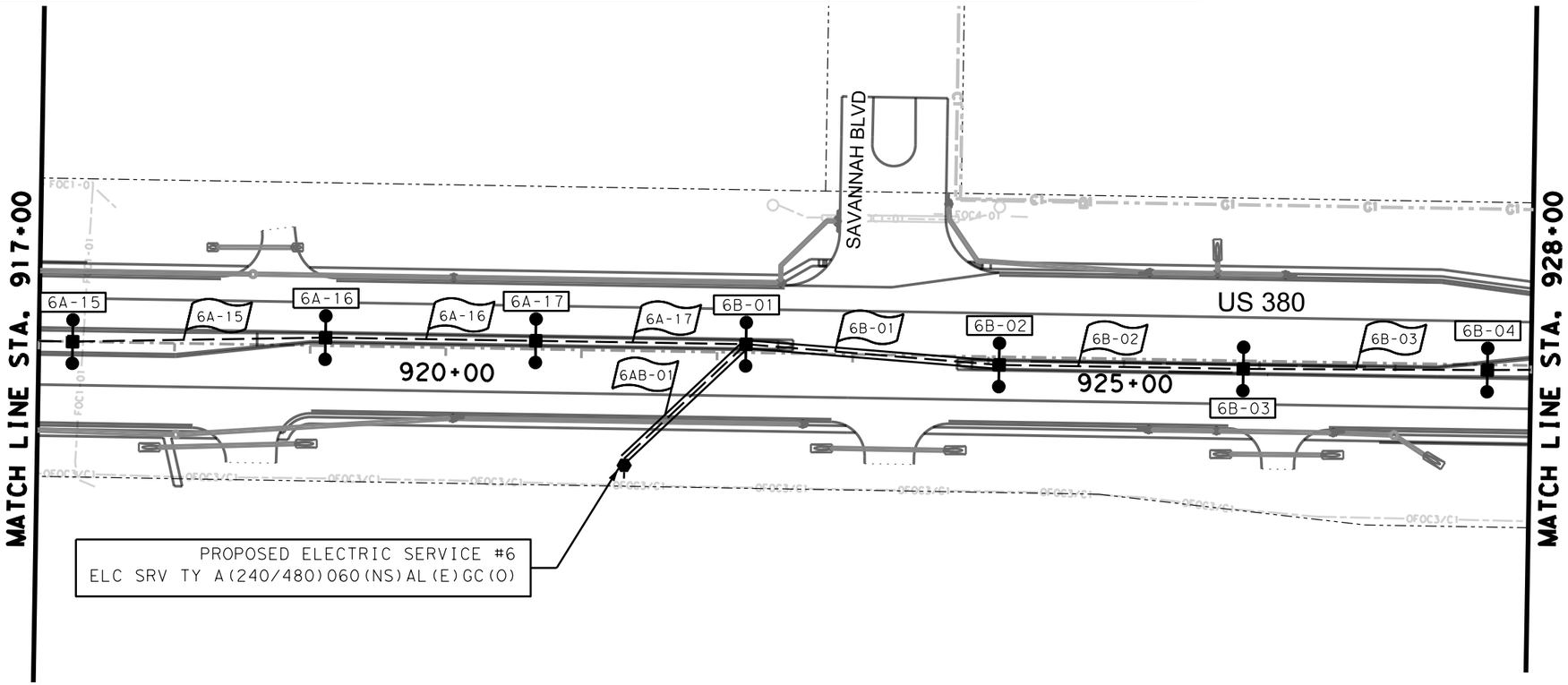
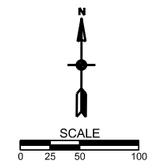
DN: XXX	CK: XXX	DW: XXX	CK: XXX

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
6A-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	917+25	CENTER	30	8	6A	
6A-16	ROADWAY LIGHTING ASSEMBLY (TY 2)	919+11	6 LT	30	8	6A	
6A-17	ROADWAY LIGHTING ASSEMBLY (TY 2)	920+66	6 LT	30	8	6A	
6B-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	922+20	6 LT	30	8	6B	
6B-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	924+08	6 RT	30	8	6B	
6B-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	925+88	6 RT	30	8	6B	
6B-04	ROADWAY LIGHTING ASSEMBLY (TY 2)	927+67	6 RT	30	8	6B	





LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER

CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH 2"		BORE 2"		1"		#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
6A-15	187	1	187					1	193			2	386			
6A-16	155	1	155					1	161			2	322			
6A-17	155	1	155					1	161			2	322			
6AB-01	127			1	127			1	133			4	532			
6B-01	188		188	1	188			1	194			2	388			
6B-02	180	1	180					1	186			2	372			
6B-03	180	1	180					1	186			2	372			
TOTALS		857		315		0		1,214		0		2,694		0		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6'ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	56
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	857
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	315
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	1,214
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	2,694
628	6031	ELEC SRV TY A (240/480)60(NS)AL(E)GC(O)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	7

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 22 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			28
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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DN: XXX	CK: XXX	DW: XXX	CK: XXX

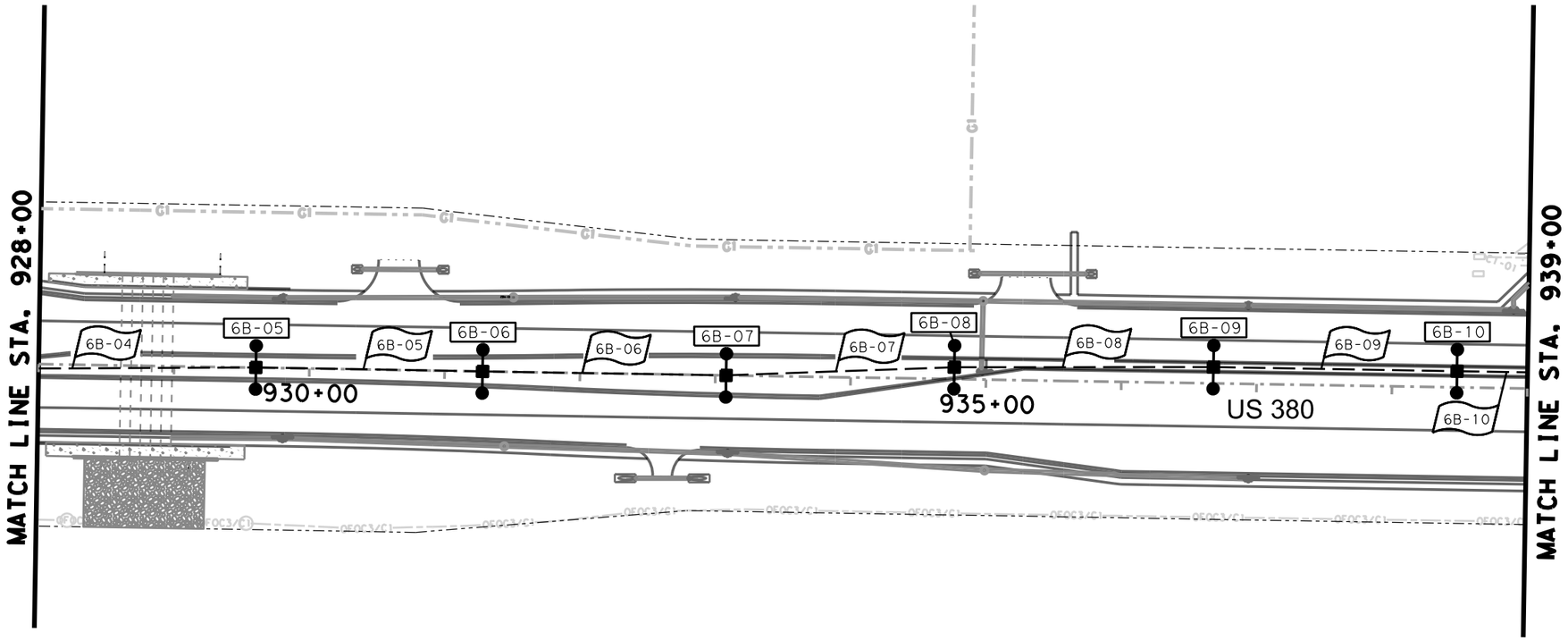
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
6B-05	ROADWAY LIGHTING ASSEMBLY (TY 2)	929+61	CENTER	30	8	6B	
6B-06	ROADWAY LIGHTING ASSEMBLY (TY 2)	931+28	CENTER	30	8	6B	
6B-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	933+08	CENTER	30	8	6B	
6B-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	934+77	9 LT	30	8	6B	
6B-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	936+68	12 LT	30	8	6B	
6B-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	938+48	13 LT	30	8	6B	

N

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH 2"		BORE 2"		1"		#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
6B-04	194	1	194					1	200			2	400			
6B-05	168	1	168					1	174			2	348			
6B-06	180	1	180					1	186			2	372			
6B-07	169	1	169					1	175			2	350			
6B-08	192	1	192					1	198			2	396			
6B-09	180	1	180					1	186			2	372			
6B-10	300	1	125	1	175			1	306			2	612			
	TOTALS	1,208		175		0		1,425		0		2,850		0		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,208
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	175
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	1,425
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	2,850
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 23 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			29
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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DN: XXX	CK: XXX	DW: XXX	CK: XXX

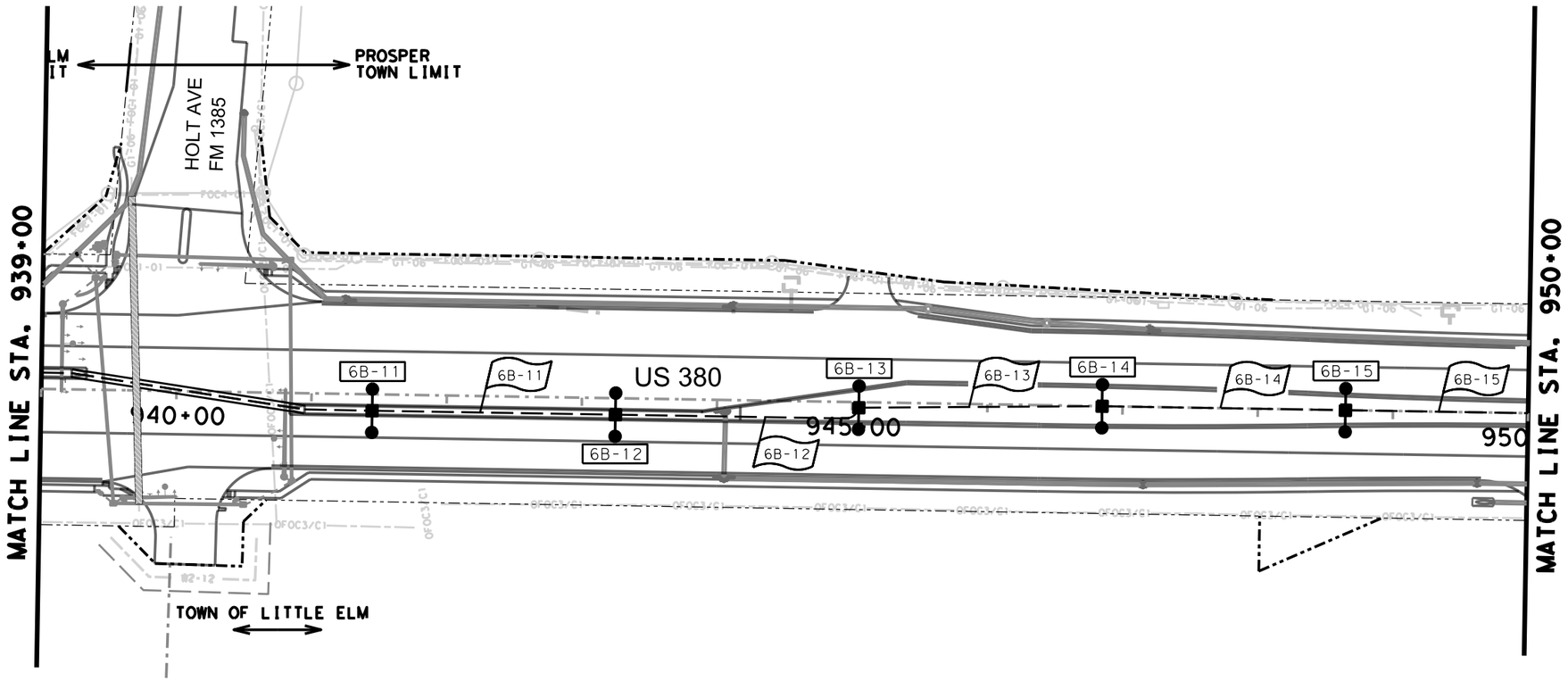
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
6B-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	941+45	12 RT	30	8	6B	
6B-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	943+25	12 RT	30	8	6B	
6B-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	945+05	5 RT	30	8	6B	
6B-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	946+85	CENTER	30	8	6B	
6B-15	ROADWAY LIGHTING ASSEMBLY (TY 2)	948+65	CENTER	30	8	6B	

N

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH 2"		BORE 2"		1"		#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
6B-11	180	1	180					1	186			2	372			
6B-12	183	1	183					1	189			2	378			
6B-13	180	1	180					1	186			2	372			
6B-14	180	1	180					1	186			2	372			
6B-15	182	1	182					1	188			2	376			
TOTALS		905		0		0		935		0		1,870		0		

NOTE: CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	40
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	905
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	935
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	1,870
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	5

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

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US 380 ILLUMINATION LAYOUT

SHEET 24 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			30
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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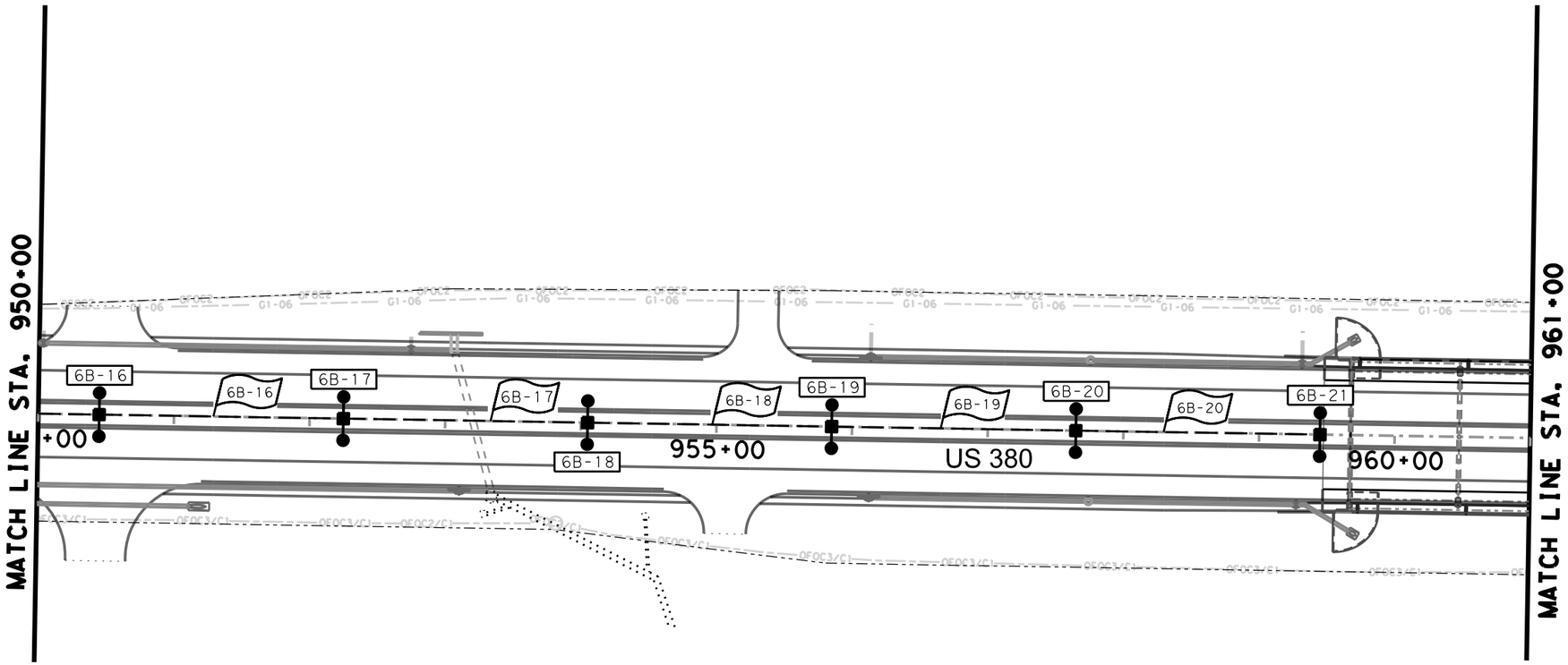
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
6B-16	ROADWAY LIGHTING ASSEMBLY (TY 2)	950+45	CENTER	30	8	6B	
6B-17	ROADWAY LIGHTING ASSEMBLY (TY 2)	952+25	CENTER	30	8	6B	
6B-18	ROADWAY LIGHTING ASSEMBLY (TY 2)	954+00	CENTER	30	8	6B	
6B-19	ROADWAY LIGHTING ASSEMBLY (TY 2)	955+85	CENTER	30	8	6B	
6B-20	ROADWAY LIGHTING ASSEMBLY (TY 2)	957+65	CENTER	30	8	6B	
6B-21	ROADWAY LIGHTING ASSEMBLY (TY 2)	959+44	CENTER	30	8	6B	

N

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
6B-16	180	1	180					1	186			2	372			
6B-17	180	1	180					1	186			2	372			
6B-18	180	1	180					1	186			2	372			
6B-19	180	1	180					1	186			2	372			
6B-20	180	1	180					1	186			2	372			
TOTALS		900		0		0		930		0		1,860		0		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	900
620	6009	ELECTRIC CONDR (NO 6) BARE	LF	930
620	6010	ELECTRIC CONDR (NO 6) INSULATED	LF	1,860
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 25 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			31
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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DN: XXX	CK: XXX	DW: XXX	CK: XXX

SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

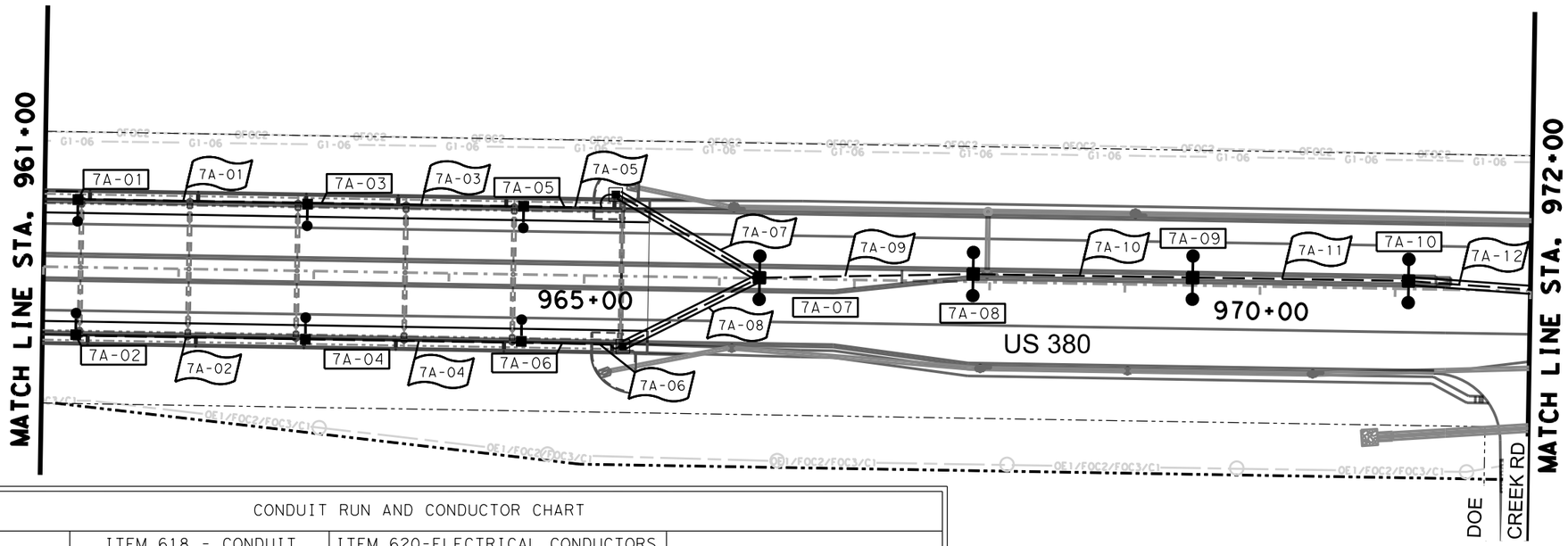
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
7A-01	IN RD IL(TY SA)30B-8(250W EQ)LED	961+26	50 LT	#		7A	
7A-02	IN RD IL(TY SA)30B-8(250W EQ)LED	961+26	50 RT	#		7A	
7A-03	IN RD IL(TY SA)30B-8(250W EQ)LED	962+93	50 LT	#		7A	
7A-04	IN RD IL(TY SA)30B-8(250W EQ)LED	962+93	50 RT	#		7A	
7A-05	IN RD IL(TY SA)30B-8(250W EQ)LED	964+54	50 LT	#		7A	
7A-06	IN RD IL(TY SA)30B-8(250W EQ)LED	964+54	50 RT	#		7A	
7A-07	ROADWAY LIGHTING ASSEMBLY (TY 2)	966+30	CENTER	30	8	7A	
7A-08	ROADWAY LIGHTING ASSEMBLY (TY 2)	967+88	6 LT	30	8	7A	
7A-09	ROADWAY LIGHTING ASSEMBLY (TY 2)	969+50	6 LT	30	8	7A	
7A-10	ROADWAY LIGHTING ASSEMBLY (TY 2)	971+10	6 LT	30	8	7A	

MOUNTED ON BRIDGE BRACKET

N

SCALE
0 25 50 100

LEGEND	
●■●	RDWY IL ASSEM (LED) (DUAL ARM)
●●	RDWY IL ASSEM (LED) (SINGLE ARM)
◀◎	RDWY IL ASSEM (HIGH MAST) (150')
◀	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
- -	PROPOSED CONDUIT RUN
= = =	PROPOSED CONDUIT (BORED)
⬢	PROPOSED ELECTRICAL SERVICE
▣	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
7A-01	169	1	169							1	175			2	350	EMBEDDED IN BRIDGE DECK
7A-02	169	1	169							1	175			2	350	EMBEDDED IN BRIDGE DECK
7A-03	161	1	161							1	167			2	334	EMBEDDED IN BRIDGE DECK
7A-04	161	1	161							1	167			2	334	EMBEDDED IN BRIDGE DECK
7A-05	74	1	74							1	80			2	160	EMBEDDED IN BRIDGE DECK
7A-06	74	1	74							1	80			2	160	EMBEDDED IN BRIDGE DECK
7A-07	123			1	123					1	129			2	258	
7A-08	114			1	114					1	120			2	240	
7A-09	159	1	159							1	165			2	330	
7A-10	163	1	163							1	169			2	338	
7A-11	160	1	160							1	166			2	332	
7A-12	215			1	215					1	221			2	442	
	TOTALS	1,290		452		0		0		1,814		0		3,628		

NOTE: CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	32
610	6146	IN RD IL (TY SA) 30B-8 (250W EQ) LED	EA	6
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,290
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	452
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,817
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	3,628
624	6002	GROUND BOX TY A (122311) W/APRON	EA	2
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	4

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 26 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			32
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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DN: XXX	CK: XXX	DW: XXX	CK: XXX

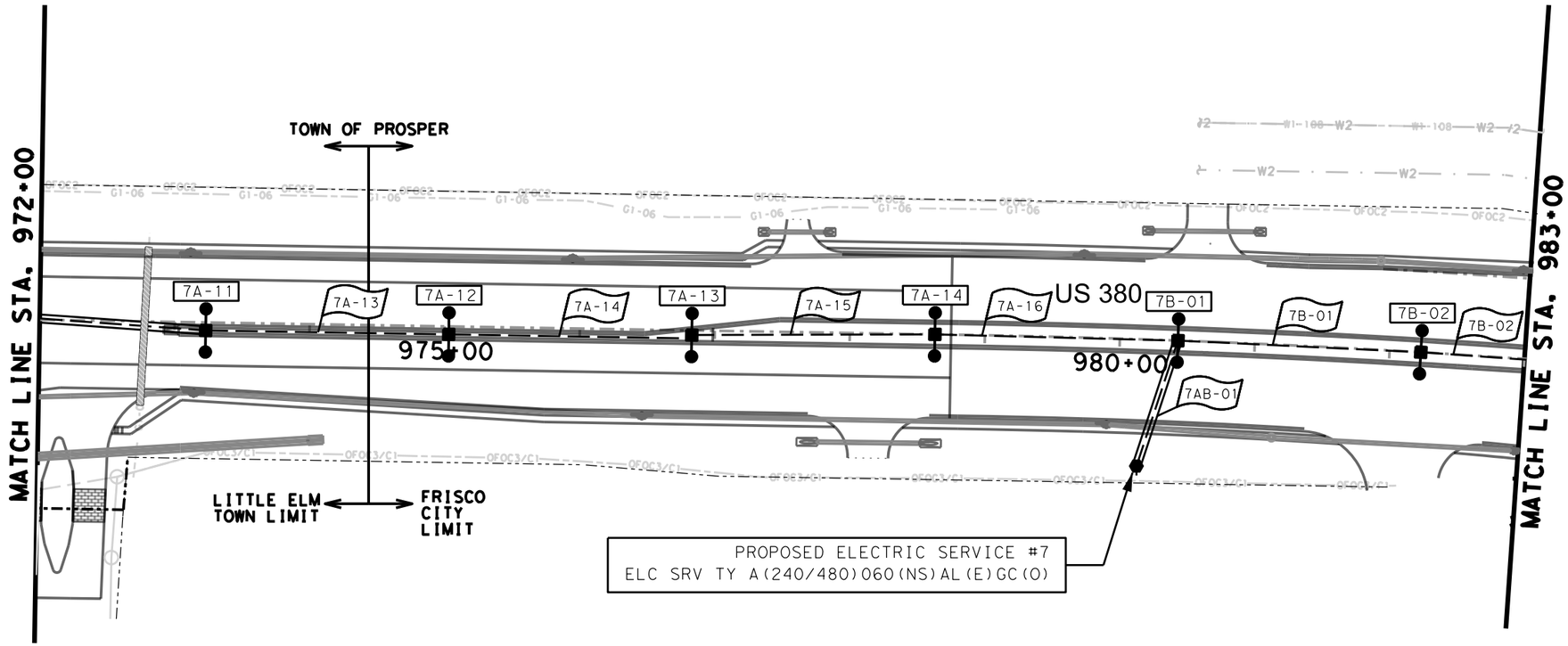
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES

POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
7A-11	ROADWAY LIGHTING ASSEMBLY (TY 2)	973+23	6 RT	30	8	7A	
7A-12	ROADWAY LIGHTING ASSEMBLY (TY 2)	975+00	6 RT	30	8	7A	
7A-13	ROADWAY LIGHTING ASSEMBLY (TY 2)	976+83	4 RT	30	8	7A	
7A-14	ROADWAY LIGHTING ASSEMBLY (TY 2)	978+63	CENTER	30	8	7A	
7B-01	ROADWAY LIGHTING ASSEMBLY (TY 2)	980+44	CENTER	30	8	7B	
7B-02	ROADWAY LIGHTING ASSEMBLY (TY 2)	982+24	CENTER	30	8	7B	

N

SCALE
0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART

RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT						ITEM 620-ELECTRICAL CONDUCTORS								COMMENTS
		SCH 40 PVC				RM		GROUND				POWER				
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
7A-13	180	1	180							1	186			2	372	
7A-14	180	1	180							1	186			2	372	
7A-15	180	1	180							1	186			2	372	
7A-16	180	1	180							1	186			2	372	
7AB-01	98			1	98					1	104			4	416	
7B-01	180	1	180							1	186			2	372	
7B-02	183	1	183							1	189			2	378	
	TOTALS	1,083		98		0		0		1,223		0		2,654		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6' ADDITIONAL LENGTH TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES

ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	48
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	1,083
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	98
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	1,223
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	2,654
628	6031	ELEC SRV TY A (240/480)60(NS)AL(E)GC(O)	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	6

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

P.E. SERIAL NO.: 100298

DATE: 10/20/2020

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US 380 ILLUMINATION LAYOUT

SHEET 27 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			33
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

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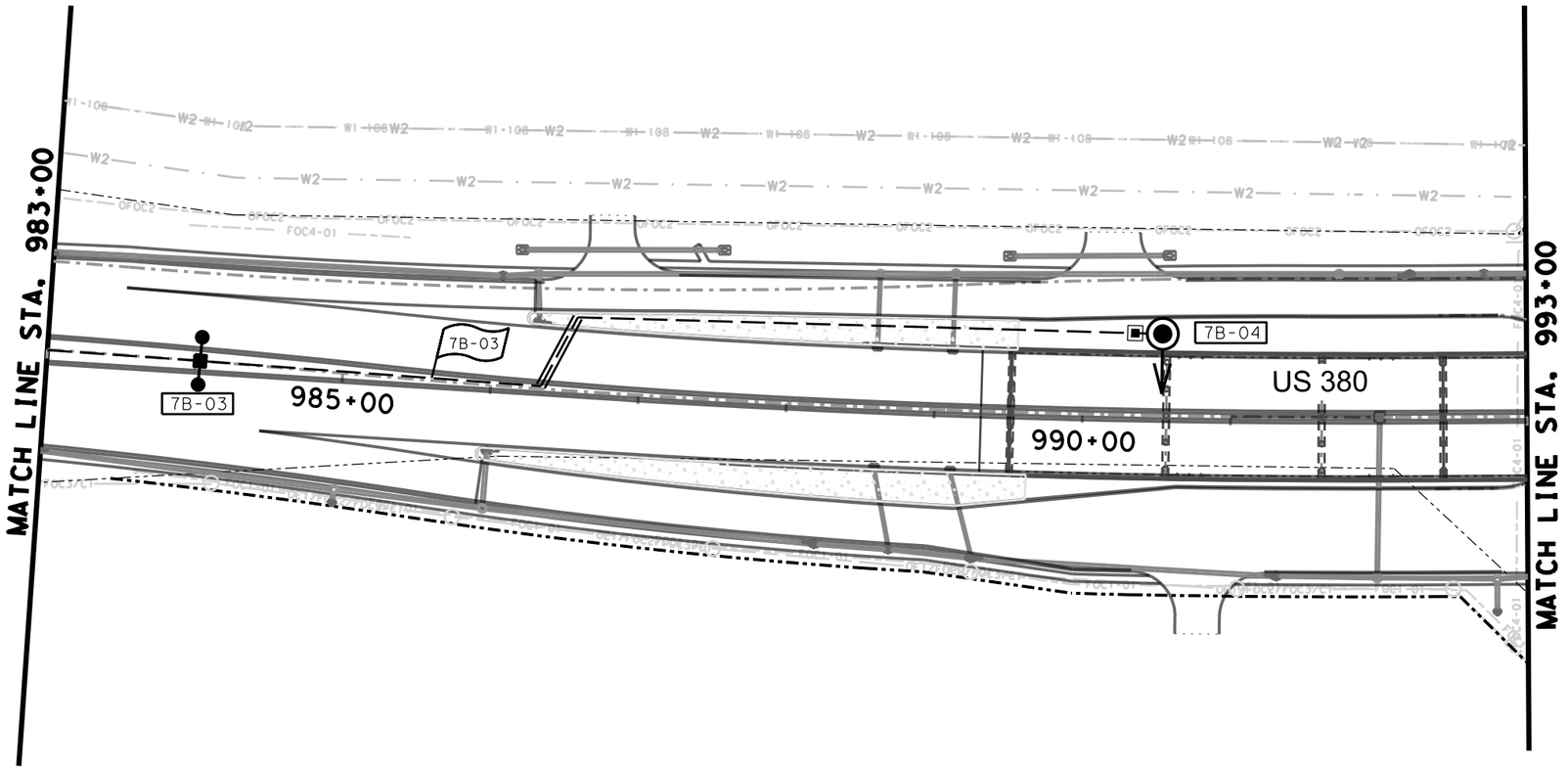
SCHEDULE OF ROADWAY ILLUMINATION ASSEMBLIES							
POLE NUMBER	DESCRIPTION	US 380 CL STA	OFFSET (FT)	DRILL SHAFT DIA. (IN)	DRILL SHAFT LENGTH (FT)	CKT NO.	COMMENTS
7B-03	ROADWAY LIGHTING ASSEMBLY (TY 2)	984+04	CENTER	30	8	7B	
7B-04	HI MST IL POLE (150 FT) (80 MPH)	990+54	55 LT	60		7B	

DN: XXX	CK: XXX	DW: XXX	CK: XXX

N

SCALE 0 25 50 100

LEGEND	
	RDWY IL ASSEM (LED) (DUAL ARM)
	RDWY IL ASSEM (LED) (SINGLE ARM)
	RDWY IL ASSEM (HIGH MAST) (150')
	RDWY IL ASSEM (U/P) TY 1 (150W EQ) LED
	PROPOSED CONDUIT RUN
	PROPOSED CONDUIT (BORED)
	PROPOSED ELECTRICAL SERVICE
	GROUND BOX TY A
XX-XX	PROPOSED POLE NUMBER
XX-XX	CONDUIT RUN NUMBER



CONDUIT RUN AND CONDUCTOR CHART																
RUN NO.	LENGTH (FT)	ITEM 618 - CONDUIT														COMMENTS
		SCH 40 PVC				RM										
		TRENCH		BORE				#6 (BARE)		#8 (BARE)		#6 (XHHW)		#8 (XHHW)		
		2"		2"		1"										
		EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
7B-03	679	1	626	1	53					1	685			2	1370	
TOTALS		626		53		0		0		691		0		1,382		

NOTE:
CONDUCTOR QUANTITIES SHOWN ABOVE INCLUDE 6'ADDITIONAL LENGTH
TO ACCOUNT FOR SWEEP, SLACK, ETC.

SHEET SUMMARY OF QUANTITIES				
ITEM.	DESC.	DESCRIPTION	UNIT	QTY
416	6026	DRILL SHAFT (HIGH MAST POLE)(60 IN)	LF	30
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	8
432	6001	RIPRAP (CONC)(4 IN)	CY	3
613	6005	HI MST IL POLE (150 FT)(80 MPH)	EA	1
614	6008	LED HI MST IL ASM (6 FIXT) (ASYM)(TY B)	EA	1
618	6023	CONDT (PVC) (SCHD 40) (2") TRENCH	LF	626
618	6024	CONDT (PVC) (SCHD 40) (2") BORE	LF	53
620	6007	ELECTRIC CONDR (NO 8) BARE	LF	691
620	6008	ELECTRIC CONDR (NO 8) INSULATED	LF	1,382
624	6001	GROUND BOX TY A (122311)	EA	1
624	6002	GROUND BOX TY A (122311) W/APRON	EA	1
6379	6002	ROADWAY LIGHTING ASSEMBLY (TY2)	EA	1

INTERIM REVIEW ONLY

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ENGINEER: RHETT DOLLINS, P.E.

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US 380 ILLUMINATION LAYOUT

SHEET 28 OF 40

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			34
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0135	10	050	US 380

Town Council Meeting

Date:	02/02/2021
Agenda Item #:	6. C.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve the **Quarterly Investment Report for the Period Ending December 31, 2020.**

DESCRIPTION:

The purpose of this item is to provide Town Council an overview of the Town's cash and invested balances for the fiscal period ending December 31, 2020.

BUDGET IMPACT:

Interest earnings for the first quarter of the Fiscal Year 2020-2021 was $146,557 for the reporting period of October to December 2020 with the year-to-date total earnings of $146,557.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Memo to TM Qtrly Investment Report

LE Quarterly Investment Report as of 12.31.2020

MEMORANDUM

TO: MATTHEW MUELLER, TOWN MANAGER

FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER

SUBJECT: INVESTMENT REPORT FOR QUARTER ENDING DECEMBER 31, 2020

CC: MAYOR AND COUNCIL

Attached is the Quarterly Investment Report for the first quarter ending December 31, 2020 Fiscal Year 2020-2021. This report complies with the requirements of the Town's Investment Policy and the Public Fund's Investment Act as amended. For the period ending December 31, 2020, the Town's portfolio consisted of the following investments:

Portfolio by Type	Average Yield	Total Invested	Percent of Total
Money Market - Independent Financial	0.80%	$65,441,502.14	67.42%
TexPool/TexPool Prime	0.16%	$18,812,970.25	19.38%
Certificate of Deposit	1.18%	$13,108,840.07	13.19%
Total Portfolio (Avg)	**0.71%**	**$97,363,312.46**	**100.00%**

The Town has been actively diversifying the investment portfolio in order to minimize risk of over 50% of funds in one portfolio type as well as capturing a better yield. However, due to the market rates on investments, Finance has maintained higher balances in the Money Market investments at Independent Bank. All Funds on deposit with Independent Financial are fully secured and safeguarded. Total interest earned for the first quarter ending December 31, 2020 was $146,557. Year-to-date interest earnings for Fiscal Year 2020-2021 are the same through this first quarter.

Total cash and investments for the period ending September 30, 2020 was $81,392,503.48. The variance increase of $15,970.808.98 from the last quarterly investment report is primarily due to the Town's deposits from property tax collections. Property tax collections are primarily seen during the first quarter of the fiscal year. This is important for Finance to monitor the remainder of the year in order to provide cash availability for expenditures for the remainder of the year while minimizing risk, preventing early redemptions of investments, and maximizing interest earnings.

The Town's current portfolio has significant resources available for same day access in order to cover normal and seasonal operational costs. The Town's investment and cash management strategy will be to maintain operational and capital needs in money market accounts and liquid asset pools but investing in other instruments in order to capitalize on interest earnings while keeping risk to a minimum. The Town's funds are swept to the above accounts and withdrawn as needed for operational cash flow requirements.

The total portfolio yield fiscal year-to-date is 0.71%. While some benchmarks to reference the US Treasury T-bill rates for 3 months is 0.08%; 1 year is 0.09%; and a 2 year is 0.13% as of the date of this report. The Town's portfolio yield far exceeds these benchmarks.

MARKET RATE INDEX

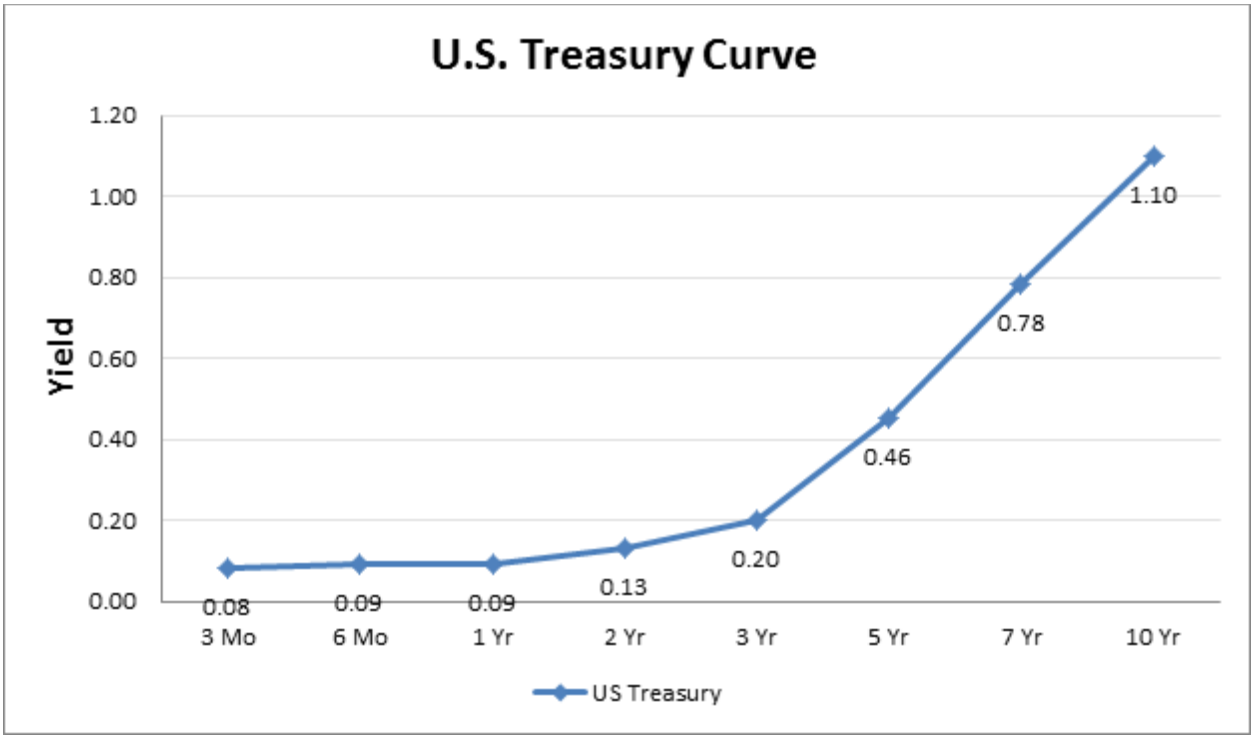
Feds raises its economic outlook slightly, sees 4.2% growth next year and 5% unemployment rate.

Key Points:

- The Federal Reserve expects real gross domestic product to fall just 2.4% in 2020, compared to a decline of 3.7% predicted in September.
- The Fed also upped its 2021 real GDP forecast to 4.2% from 4.0%
- Fed estimates the unemployment rate to fall to 6.7% this year, also an improvement from 7.6% projection in September.

Investment Strategies

Finance's new discipline will be to ladder the portfolios and this strategy will help sustain the yield for a longer period of time. We will continue this strategy as much as possible. Finance will continue to monitor our cash needs as revenue streams has been reflected for the property tax collections received in this 1st quarter of the fiscal year.



LITTLE ELM

Quarterly Investment Report

For the Quarter Ended

December 31, 2020

Prepared by the Town of Little Elm Finance Department

Overview of the Quarterly Investment Report

Funds on deposit with depository bank are fully collateralized.

- **YTD Cash and Investments on hand: $97,363,312.46**
  - 67.42% in depository bank
  - 19.38% invested in Pools
  - 13.19% invested in CDs
- **Interest Earnings**
  - $146,557 YTD
  - $146,557 October to December 2020
- **Average Yield on Portfolio**
  - 0.71% YTD
  - 0.75% at end of Fourth Quarter – Fiscal Year 2019-2020
- **Average Yield Benchmarks**
  - 0.09% Three Month Rolling Treasury Yield
  - 0.10% One Year Rolling Treasury Yield
  - 0.157% TexPool Average Yield
- **Certification of Investment Policy (Government Treasurers' Organization of Texas)**
  - Awarded for 2-year period ending January 31, 2022

The investment portfolio of the Town of Little Elm is in compliance with the Public Funds Investment Act and the investment Policy and Strategies.

Kelly Wilson

Kelly Wilson, Chief Financial Officer

Dianne Lawson

Dianne Lawson, Assistant Director of Finance

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 12/31/2020

PERFORMANCE	9/30/2020	12/31/2020
Yield to Maturity @ Cost	**0.75%**	**0.71%**
TREASURY		
3 Month	**0.10%**	**0.09%**
1 Year	**0.12%**	**0.10%**
2 Year	**0.16%**	**0.11%**

Investment Policy Compliance

Authorized Investments	Compliance
Certficiate of Deposit | Negotiable	Yes
Commercial Paper	Yes
Guaranteed Investment Contracts	Yes
Local Government Investment Pools	Yes
Municipal Bonds | Texas	Yes
Municipal | United States	Yes
Mutual Funds	Yes
Repuchase Agreements	Yes
US Agency	Yes
US Treasury	Yes

	Days	Compliance
Maturity Range | not to exceed 2 Years	88	Yes

MISSION

Effective cash management is recognized as essential to good fiscal management. A comprehensive and effective cash management system will be pursued to optimize investment interest as viable and material revenue to all operating and capital funds. The Town's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with local, state and federal law.

The Town of Little Elm, Texas, is in full compliance with the investment policy and strategy, and the Public Funds Investment Act | Chapter 2256.005 (n), Government Code, Section 404.024.

Kelly Wilson

Kelly Wilson, Chief Finance Officer

Dianne Lawson

Dianne Lawson, Assistant Director of Finance

TOWN OF LITTLE ELM

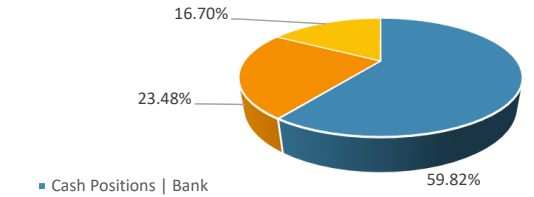
Investment Portfolio Summary

Quarter Ending 12/31/2020

Investment Policy Compliance

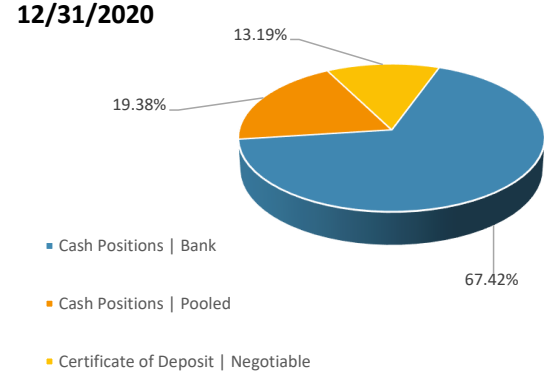
Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions | Bank	59.82%	0.80	1	48,527,414.65	48,527,414.65	48,527,414.65
Cash Positions | Pooled	23.48%	0.26	1	19,045,773.35	19,045,773.35	19,045,773.35
Certificate of Deposit | Negotiable	16.70%	1.18	340	13,544,000.00	13,544,000.00	13,819,315.48
	100.00%	**0.75%**	**114**	**81,117,188.00**	**81,117,188.00**	**81,392,503.48**

09/30/2020



Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions | Bank	67.42%	0.80	1	65,441,502.14	65,441,502.14	65,441,502.14
Cash Positions | Pooled	19.38%	0.16	1	18,812,970.25	18,812,970.25	18,812,970.25
Certificate of Deposit | Negotiable	13.19%	1.18	261	12,805,000.00	12,805,000.00	13,108,840.07
	100.00%	**0.71%**	**88**	**97,059,472.39**	**97,059,472.39**	**97,363,312.46**

12/31/2020



Investment Policy Compliance

Authorized Investments	Compliance
Certficiate of Deposit | Negotiable	Yes
Commercial Paper	Yes
Guaranteed Investment Contracts	Yes
Local Government Investment Pools	Yes
Municipal Bonds | Texas	Yes
Municipal | United States	Yes
Mutual Funds	Yes
Repuchase Agreements	Yes
US Agency	Yes
US Treasury	Yes

Maturity Range | not to exceed 2 Years	88	Yes

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Asset Category
As of 12/31/2020

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Cash Positions | Bank Investments											
Independent Bank | Pooled Cash MM	MM5236	12/31/2020	0.750	65,326,217.79	65,326,217.79	65,326,217.79	65,326,217.79	N/A	1	0	67.31%
Independent Bank | Section 125 MM	MM3949	12/31/2020	0.750	94,110.50	94,110.50	94,110.50	94,110.50	N/A	1	0	0.10%
Independent Bank | CRF Grant Account	MM0349	12/31/2020	0.750	20,273.81	20,273.81	20,273.81	20,273.81	N/A	1	0	0.02%
Independent Bank | Dispersal Funds MM	MM3595	12/31/2020	0.750	885.94	885.94	885.94	885.94	N/A	1	0	0.00%
FNC | Cash Acct	QRT-005399	12/31/2020	1.000	14.10	14.10	14.10	14.10	N/A	1	0	0.00%
Sub Total / Average Cash Positions | Bank Investments			0.800	65,441,502.14	65,441,502.14	65,441,502.14	65,441,502.14		1	0.00	67.42%
Cash Positions | Pool Investments											
TexPool | Consolidated Ops LGIP	LGIP449	09/30/2020	0.116	7,513,731.54	7,513,731.54	7,513,731.54	7,513,731.54	N/A	1	0	7.74%
TexPool Prime| Consolidated Ops LGIP	LGIP590	09/30/2020	0.178	7,254,453.91	7,254,453.91	7,254,453.91	7,254,453.91	N/A	1	0	7.47%
TexPool Prime | 2020 CO Bond LGIP	LGIP590	09/30/2020	0.178	4,044,784.80	4,044,784.80	4,044,784.80	4,044,784.80	N/A	1	0	4.17%
Sub Total / Average Cash Positions | Pool Investments			0.157	18,812,970.25	18,812,970.25	18,812,970.25	18,812,970.25		1	0.00	19.38%
Certificate of Deposit | Negotiable											
LegacyTexas CD 04/03/2019	9221130	04/03/2019	2.700	5,000,000.00	5,000,000.00	5,000,000.00	5,242,125.65	04/02/2021	92	242,125.65	39.05%
Discover Bank	254673ZW9	04/01/2020	1.050	245,000.00	245,000.00	245,000.00	245,619.85	04/01/2021	91	1,931.14	1.91%
BNB Bank	09663PAC7	04/08/2020	1.050	245,000.00	245,000.00	245,000.00	245,668.85	04/08/2021	98	162.10	1.91%
MUFG UN Bank Calif	624786FX2	04/02/2020	1.150	200,000.00	200,000.00	200,000.00	200,558.00	04/01/2021	91	1,720.27	1.56%
Bank Ozarks	06417NSS3	03/26/2020	1.100	245,000.00	245,000.00	245,000.00	246,347.50	06/28/2021	179	38.60	1.91%
Texas Capital Bank, National Association	88224PLP2	03/27/2020	1.000	245,000.00	245,000.00	245,000.00	245,551.25	03/26/2021	85	1,872.74	1.91%
Synchrony Bank	87165HZW3	03/27/2020	1.000	245,000.00	245,000.00	245,000.00	245,543.90	03/25/2021	84	1,872.74	1.91%
NorthPointe Bank	666613HL1	03/27/2020	1.000	245,000.00	245,000.00	245,000.00	245,543.90	03/26/2021	85	26.85	1.91%
Intrust Bank, National Association	46124GAQ1	03/27/2020	1.250	245,000.00	245,000.00	245,000.00	245,695.80	03/26/2021	85	2,340.92	1.91%
Great Southern Bank	39120VSW5	03/27/2020	1.100	245,000.00	245,000.00	245,000.00	246,058.40	05/27/2021	147	29.53	1.91%
Centric Bank	15643KAG1	03/27/2020	1.050	245,000.00	245,000.00	245,000.00	246,825.25	09/27/2021	270	669.55	1.91%
Berkshire Bank	084601WX7	03/27/2020	1.200	245,000.00	245,000.00	245,000.00	248,464.30	03/31/2022	455	765.21	1.91%
Transportation Alliance Bank, Inc. BDA TAB Bank	89388CDU9	03/30/2020	1.000	245,000.00	245,000.00	245,000.00	246,766.45	09/30/2021	273	0.00	1.91%
Nicolet National Bank	654062JU3	03/30/2020	1.150	245,000.00	245,000.00	245,000.00	248,305.05	03/30/2022	454	0.00	1.91%
Marlin Business Bank	57116ATY4	03/30/2020	1.050	245,000.00	245,000.00	245,000.00	246,950.20	09/30/2021	273	0.00	1.91%
Lakeland Bank	511640BA1	03/30/2020	1.100	245,000.00	245,000.00	245,000.00	246,942.85	09/30/2021	273	679.29	1.91%
Connectone Bank	20786ACZ6	03/30/2020	1.050	245,000.00	245,000.00	245,000.00	246,857.10	09/30/2021	273	0.00	1.91%
Village Bank	92705YAU4	03/31/2020	1.050	245,000.00	245,000.00	245,000.00	246,857.10	09/30/2021	273	0.00	1.91%
Popular Bank New York	73317AAG7	04/07/2020	1.400	249,000.00	249,000.00	249,000.00	249,901.38	04/07/2022	462	823.08	1.94%
Midwest Community Bank	598315BZ1	03/31/2020	1.050	245,000.00	245,000.00	245,000.00	245,622.30	03/31/2021	90	211.44	1.91%
Merrick Bank	59013KGR1	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	248,471.65	03/31/2022	455	0.00	1.91%
Investors Bank	46176PMY8	03/31/2020	1.250	245,000.00	245,000.00	245,000.00	248,626.00	04/01/2022	456	771.92	1.91%
First Commercial Bank	31984GFF1	03/31/2020	1.050	245,000.00	245,000.00	245,000.00	245,607.60	03/30/2021	89	0.00	1.91%
First Bank	31931TGJ8	03/31/2020	1.050	245,000.00	245,000.00	245,000.00	246,857.10	09/30/2021	273	0.00	1.91%
Commonwealth Business Bank	2027506L4	03/31/2020	1.100	245,000.00	245,000.00	245,000.00	245,651.70	03/31/2021	90	0.00	1.91%
Celtic Bank	15118RUN5	03/31/2020	1.050	245,000.00	245,000.00	245,000.00	246,857.10	09/30/2021	273	0.00	1.91%
BMW Bank of North America	05580AWB6	03/31/2020	1.350	245,000.00	245,000.00	245,000.00	248,922.45	03/31/2022	455	833.67	1.91%

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Asset Category
As of 12/31/2020

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Blue Ridge Bank, National Association	09582YAD4	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	248,464.30	03/31/2022	455	741.04	1.91%
Bankwell Bank	06654BCB5	03/31/2020	1.150	245,000.00	245,000.00	245,000.00	245,676.20	03/31/2021	90	2,122.77	1.91%
Bank Leumi USA	063248KP2	03/31/2020	1.250	245,000.00	245,000.00	245,000.00	248,942.05	03/31/2022	455	824.61	1.91%
Cadence Bank	12738RFX7	03/31/2020	1.200	245,000.00	245,000.00	245,000.00	248,479.00	04/01/2022	456	732.99	1.91%
Capital One National Bank	14042RPL9	04/08/2020	1.350	248,000.00	248,000.00	248,000.00	252,039.92	04/08/2022	463	770.50	1.94%
Capital One Bank	14042TDG9	04/08/2020	1.350	248,000.00	248,000.00	248,000.00	252,039.92	04/08/2022	463	770.50	1.94%
Sub Total / Average Certificate of Deposit | Negotiable			1.183	12,805,000.00	12,805,000.00	12,805,000.00	13,108,840.07		261	262,837.11	13.19%
Total / Average			0.71	97,059,472.39	97,059,472.39	97,059,472.39	97,363,312.46		88	262,837.11	1.00

TOWN OF LITTLE ELM

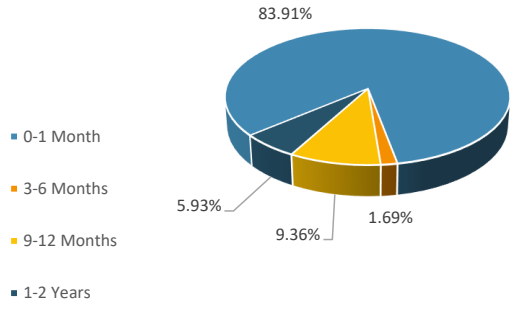
Investment Portfolio Summary

Quarter Ending 12/31/2020

Investment Policy Compliance | Maturity Range

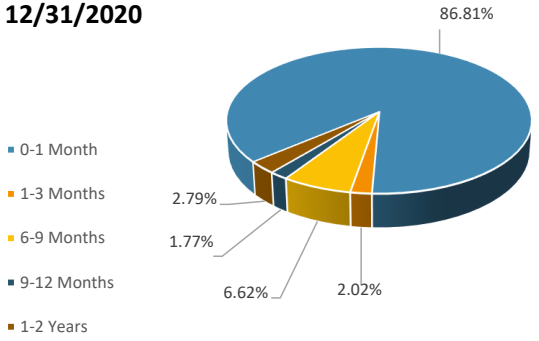
Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	83.91%	0.53	2	68,063,188.00
3-6 Months	1.69%	0.67	177	980,000.00
9-12 Months	9.36%	0.80	198	7,160,000.00
1-2 Years	5.93%	0.99	477	4,914,000.00
	100.00%	**0.750%**	**114**	**81,117,188.00**

09/30/2020



Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	86.81%	0.48	1	84,254,472.39
1-3 Months	2.02%	1.08	87	1,960,000.00
6-9 Months	6.62%	1.31	138	6,425,000.00
9-12 Months	1.77%	1.05	273	1,715,000.00
1-2 Years	2.79%	1.26	457	2,705,000.00
	100.00%	**1.04**	**88**	**97,059,472.390**

12/31/2020



Investment Policy Compliance

Authorized Investments	Days	Compliance
Maturity Range | not to exceed 2 Years	88	Yes

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Maturity Range
As of 12/31/2020

Description	CUSIP/Ticker	Maturity Date	Days To Maturity	Settlement Date	Book Value	Market Value	% of Portfolio
0-1 Month							
Independent Bank | Pooled Cash MM	MM5236	9/30/2020	1		65,326,217.79	65,326,217.79	67.31%
Independent Bank | Section 125 MM	MM3949	09/30/2020	1		94,110.50	94,110.50	0.10%
Independent Bank | CRF Grant Account	MM0349	09/30/2020	1		20,273.81	20,273.81	0.02%
Independent Bank | Dispersal Funds MM	MM3595	09/30/2020	1		885.94	885.94	0.00%
FNC | Cash Acct	QRT-005399	09/30/2020	1		14.10	14.10	0.00%
TexPool | Consolidated Ops LGIP	LGIP449	09/30/2020	1		7,513,731.54	7,513,731.54	7.74%
TexPool Prime| Consolidated Ops LGIP	LGIP590	09/30/2020	1		7,254,453.91	7,254,453.91	19.38%
TexPool Prime | 2020 CO Bond LGIP	LGIP590	09/30/2020	1		4,044,784.80	4,044,784.80	4.17%
Total / Average 0-1 Month			**1**		**84,254,472.39**	**84,254,472.39**	**86.81%**
1-3 Months							
Texas Capital Bank, National Association	88224PLP2	03/26/2021	85	03/27/2020	245,000.00	245,551.25	1.91%
Synchrony Bank	87165HZW3	03/25/2021	84	03/27/2020	245,000.00	245,543.90	1.91%
NorthPointe Bank	666613HL1	03/26/2021	85	03/27/2020	245,000.00	245,543.90	1.91%
Intrust Bank, National Association	46124GAQ1	03/26/2021	85	03/27/2020	245,000.00	245,695.80	1.91%
Midwest Community Bank	598315BZ1	03/31/2021	90	03/31/2020	245,000.00	245,622.30	1.91%
First Commercial Bank	31984GFF1	03/30/2021	89	03/30/2021	245,000.00	245,607.60	1.91%
Commonwealth Business Bank	2027506L4	03/31/2021	90	03/31/2020	245,000.00	245,651.70	1.91%
Bankwell Bank	06654BCB5	03/31/2020	90	03/31/2020	245,000.00	245,676.20	1.91%
Total / Average 1-3 Months			**87**		**1,960,000.00**	**1,964,892.65**	**2.02%**
6-9 Months							
LegacyTexas CD 04/03/2019	9221130	04/02/2021	92	04/03/2019	5,000,000.00	5,242,125.65	39.05%
Discover Bank	254673ZW9	04/01/2021	91	04/01/2020	245,000.00	245,619.85	1.91%
BNB Bank	09663PAC7	04/08/2021	98	04/08/2020	245,000.00	245,668.85	1.91%
MUFG UN Bank Calif	624786FX2	04/01/2021	91	04/02/2020	200,000.00	200,558.00	1.56%
Bank Ozarks	06417NSS3	06/28/2021	179	03/26/2020	245,000.00	246,347.50	1.91%
Great Southern Bank	39120VSW5	05/27/2021	147	03/27/2020	245,000.00	246,058.40	1.91%
Centric Bank	15643KAG1	09/27/2021	270	03/27/2020	245,000.00	246,825.25	1.91%

Town of Little Elm
Portfolio Holdings
Investment Portfolio - by Maturity Range
As of 12/31/2020

Description	CUSIP/Ticker	Maturity Date	Days To Maturity	Settlement Date	Book Value	Market Value	% of Portfolio
Total / Average 6-9 Months			**138**		**6,425,000.00**	**6,673,203.50**	**6.62%**
9-12 Months							
Transportation Alliance Bank, Inc. BDA TAB Bank	89388CDU9	09/30/2021	273	03/30/2020	245,000.00	246,766.45	1.91%
Marlin Business Bank	57116ATY4	09/30/2021	273	03/30/2020	245,000.00	246,950.20	1.91%
Lakeland Bank	511640BA1	09/30/2021	273	03/30/2020	245,000.00	246,942.85	1.91%
Connectone Bank	20786ACZ6	09/30/2021	273	03/30/2020	245,000.00	246,857.10	1.91%
Village Bank	92705YAU4	09/30/2021	273	03/31/2020	245,000.00	246,857.10	1.91%
First Bank	31931TGJ8	09/30/2021	273	03/31/2020	245,000.00	246,857.10	1.91%
Celtic Bank	15118RUN5	09/30/2021	273	03/31/2020	245,000.00	246,857.10	1.91%
Total / Average 9-12 Months			**273**		**1,715,000.00**	**1,728,087.90**	**1.77%**
1-2 Years							
Berkshire Bank	084601WX7	03/31/2022	455	03/27/2020	245,000.00	248,464.30	1.91%
Nicolet National Bank	654062JU3	03/30/2022	454	03/30/2020	245,000.00	248,305.05	1.91%
Popular Bank New York	73317AAG7	04/07/2022	462	04/07/2020	249,000.00	249,901.38	1.94%
Merrick Bank	59013KGR1	03/31/2020	455	03/31/2022	245,000.00	248,471.65	1.91%
Investors Bank	46176PMY8	03/31/2020	456	04/01/2022	245,000.00	248,626.00	1.91%
BMW Bank of North America	05580AWB6	03/31/2022	455	03/31/2020	245,000.00	248,922.45	1.91%
Blue Ridge Bank, National Association	09582YAD4	03/31/2022	455	03/31/2020	245,000.00	248,464.30	1.91%
Bank Leumi USA	063248KP2	03/31/2022	455	03/31/2020	245,000.00	248,942.05	1.91%
Cadence Bank	12738RFX7	04/01/2022	456	03/31/2020	245,000.00	248,479.00	1.91%
Capital One National Bank	14042RPL9	04/08/2022	463	04/08/2020	248,000.00	252,039.92	1.94%
Capital One Bank	14042TDG9	04/08/2022	463	04/08/2020	248,000.00	252,039.92	1.94%
Total / Average 1-2 Years			**457**		**2,705,000.00**	**2,742,656.02**	**2.79%**
Total / Average					**97,059,472.39**	**97,363,312.46**	**100.00%**

TOWN OF LITTLE ELM

Investment Portfolio Summary

Quarter Ending 12/31/2020

Funds			Par Value	Book Value	Market Value	Accrued Interest
Cash Positions | Bank						
	Value at	9/30/2020	48,527,414.65	48,527,414.65	48,527,414.65	-
		Net Change	**16,914,087.49**	**16,914,087.49**	**16,914,087.49**	**-**
	Value at	12/31/2020	65,441,502.14	65,441,502.14	65,441,502.14	-
Cash Positions | Pool Investments						
	Value at	9/30/2020	19,045,773.35	19,045,773.35	19,045,773.35	-
		Net Change	**(232,803.10)**	**(232,803.10)**	**(232,803.10)**	**-**
	Value at	12/31/2020	18,812,970.25	18,812,970.25	18,812,970.25	-
Certificate of Deposit | Negotiable						
	Value at	9/30/2020	13,544,000.00	13,544,000.00	13,819,315.48	125,566.60
		Net Change	**(739,000.00)**	**(739,000.00)**	**(710,475.41)**	**137,270.51**
	Value at	12/31/2020	12,805,000.00	12,805,000.00	13,108,840.07	262,837.11

Total Portfolio			Par Value	Book Value	Market Value	Accrued Interest
	Value at	**9/30/2020**	**81,117,188.00**	**81,117,188.00**	**81,392,503.48**	**125,566.60**
		Net Change	**15,942,284.39**	**15,942,284.39**	**15,970,808.98**	**137,270.51**
	Value at	**12/31/2020**	**97,059,472.39**	**97,059,472.39**	**97,363,312.46**	**262,837.11**

TOWN OF LITTLE ELM

Investment Portfolio Interest Earnings

Quarter Ending 12/31/2020

Interest Earnings

Funds	FY 2020 Interest Earnings	Oct-20	Nov-20	Dec-20	1st Qtr FY 2021
General Operating	**408,184**	11,142	8,912	12,535	32,589
Special Revenue Fund	**63,758**	5,232	4,088	2,937	12,258
Interest and Sinking	**41,213**	394	521	2,212	3,127
Equipment Replacement Fund	**53,632**	3,102	2,588	2,157	7,847
Enterprise Funds	**424,323**	15,062	24,510	22,754	62,325
Economic Agreements/TIRZ	**66,432**	1,696	1,376	1,232	4,304
Community Development 4B Corporation	**9,095**	703	639	493	1,835
General Capital Project Funds	**303,605**	9,168	6,834	6,270	22,272
Total Cash and Investments	**1,324,115**	**46,500**	**49,467**	**50,590**	**146,557**

Interest Earnings

Investment Type	FY 2020 Interest Earnings	Oct-20	Nov-20	Dec-20	1st Qtr FY 2021
Cash Positions | Bank	**922,000**	31,255	30,148	33,816	95,219
Cash Positions | Pooled	**185,688**	3,086	2,301	1,967	7,354
Certificate of Deposit | Negotiable	**216,427**	12,159	17,017	14,807	43,984
Total Cash and Investments	**1,324,115**	**46,500**	**49,467**	**50,590**	**146,557**

Town Council Meeting

Date:	02/02/2021
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 the **Unaudited Quarterly Budget to Actual Report for the Quarter Ending December 31, 2020.**

DESCRIPTION:

The purpose of this item is to provide Town Council a report of the financial performance of the town regarding its Budget of Revenues and Expenditures for the 1st quarter of the Fiscal Year 2020-2021.

BUDGET IMPACT:

The Town's financial outlook will be impacted as it relates to the current environment related to COVID-19 and the economy surrounding closures of businesses however Little Elm is seeing a strong increase in building permits with the residential home market booming in the North DFW area. This quarter reflects the majority of property tax collections which is a major revenue stream for the Town. Through the first quarter, the Town's property tax collection rate is 66.91% compared to 66.81% collected this time last year. The Park and Recreation Fund is seeing a shortfall in revenue due to minimum use of the recreation center. The Town had a successful special event held in December for Magic of Lights. We have not received the revenue collection from the third party that administered the event. This will be highlighted in the next quarterly financial report. Another major revenue stream for the Town is the reported sales tax. The sales tax reported for December collections is for the October sales in this period. Year to date, the Town has seen an increase of 7.46% over this time last year on reported sales tax collections. The Utility Funds are on target with their billed revenue for services.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Budget Memo to Town Manager and Council
December 2020 Financial Data

MEMORANDUM

TO: MATT MUELLER, TOWN MANAGER

FROM: KELLY WILSON, CHIEF FINANCIAL OFFICER

SUBJ: BUDGET REPORT FOR PERIOD DECEMBER 31, 2020

CC: MAYOR AND COUNCIL

The attached is Budget to Actual Information for the fiscal period ending December 31, 2020. This period ending represents 25% of the Town's fiscal year (3 months). This information is unaudited. This budget report provides a snapshot of our financial information.

Cash and Investment Position: The Town is in excellent cash position. All idle funds are in interest bearing accounts or secured investments. For further detailed information, please review the quarterly investment report.

Budget: At December 31, 2020 the budget is as follows for major funds with the **target at 25%;** the major funds are presented in summary below. The YTD figure includes actual expenditures and encumbrances. Year to date detail is attached by Major Funds compared to budget.

Revenues:

Major Funds – Sources		***Budget***		*YTD*	*% Earned*
General Fund	$	39,048,323	$	20,253,298	52%
Park and Recreation Fund		3,883,594		322,874	8%
Street Maintenance Fund		1,243,618		102,535	8%
Water and Sewer Fund		19,162,522		3,959,716	21%
Solid Waste Fund		3,010,258		756,700	25%
Storm Drainage System Fund		655,135		147,279	22%

Expenditures:

Major Funds - Uses		***Budget***		*YTD*	*% Used*
General Fund	$	42,810,164	$	11,904,568	28%
Park and Recreation Fund		4,119,116		828,781	20%
Street Maintenance Fund		1,598,813		467,815	29%
Water and Sewer Fund		19,829,947		8,105,231	41%
Solid Waste Fund		2,971,722		810,766	27%
Storm Drainage System Fund		1,166,407		197,974	17%

General Fund Revenue and Expense Summary: The total all sources of revenue in the General Fund year-to-date is $20,253,298 or 52% of budgeted revenues of $39,048,323. Compared to this time last year, the General Fund year-to-date revenues was 48% of budgeted revenues. Operationally, the Town's

revenue through the 1st quarter of the fiscal year are on target. Ad Valorem property tax collections as of December 31, 2020 are $19,418,517 or 75.88% on a tax levy of $25,591,109. Property Tax collections typically start in October and spike with collections in December. The Town reports the collected property tax net of obligations to the various economic development incentives that is accounted for throughout the year. Currently, the Town is on target of revenue projections. The Town has not seen any loss in sales tax revenue that other municipalities has experience due to shut-down and slow openings. The Town has exceeded year to date projected budgeted sales tax revenue by 7.46%. Statewide, the Comptroller is reporting a 2.6% increase in sales tax collections. Total General Fund Expenditures are $11,904,568 including $2,200,055 in encumbrances. Total expenditures represent 28% of the budgeted $42,810,164.

General Fund and Debt Service Fund Property Taxes:
The Property Tax collections for the fiscal year are received through September are:

General & Debt	General Fund	YTD Actual	Debt Service Fund	YTD Actual
Current Levy	$20,536,503	$15,479,585	$4,934,406	$3,860,734
Penalty and Interest	$45,000	$8,114	$14,400	$2,719
Prior Year Property Taxes	$50,000	$50,303	$10,800	$17,062
Total	$20,631,503	$15,538,003	$4,959,606	$3,880,514

Sales Tax: The Town's total sales tax budget (2 cents) is $9,868,944. On an accrual basis, the Town is reporting sales tax receipts as it is earned. Sales Tax received in October and November was accrued back into FY2020 as it was actually earned for sales for the months of August and September. The table below summaries total sales tax collections through January, 2021. The figures below do not include any reduction to Sales Tax associated with any development, 380 or economic development agreements.

Fiscal Year	Total Sales Tax Received	1¢ City	.50¢ EDC	.25¢ CDC	.25¢ SMF
2020-2021 Budget	9,868,944	4,934,472	2,467,236	1,233,618	1,233,618
2020-2021 YTD Actual	1,638,332	819,166	409,583	204,792	204,792

Interest Earnings and Cash Position: The Town's funds are fully invested and secure. Total interest earned year to date ending December 31, 2020 was $146,557. Total cash and investments on hand for the period ending December 31, 2020 are $97,363,312.46. (See Cash and Investment Report for more detail)

Water and Sewer Fund: The Town's Water Wastewater Utility revenue billed YTD as of December 31, 2020 is $3,531,021 or 19% of budget revenues of $18,775,022. Water and Sewer rates remained unchanged from last year's rates. The Town has approved rates for the water and sewer fund for the next 5 years and staff will review them annually to determine the impact on customers and the Town's water infrastructure needs. Water sales total $2,147,971 or 20.75% of the total budgeted amount of $10,353,000. Actual expenditures including encumbrances for the year as of December 31, 2020 are $8,105,231 or 41% of the total amended budget amount of $19,829,947.

FINANCE DEPARTMENT
BUDGET REPORT

The Town of Little Elm has billed 2.962 million gallons of water through the 1st quarter of FY 2021 and has purchased 3.75 million gallons of water for the fiscal year from NTMWD.

	10/2020		11/2020		12/2020	
	WATER	SEWER	WATER	SEWER	WATER	SEWER
# of Accts Residential	11,352	11,094	11,377	11,119	11,373	11,116
#of Accts Commercial	345	185	338	184	342	187
Consumption-Residential	91,942,000	56,761,000	79,985,000	56,958,000	62,859,000	56,945,000
Consumption-Commercial	13,716,000	15,141,000	11,378,000	14,980,000	8,495,000	13,679,000
Average Residential Water Consumption	8,099		7,030		5,527	
Billed ($) Residential	$827,129.19		$749,335.58		$633,333.84	
Billed ($) Commercial	$136,197.52		$113,142.40		$91,944.41	
Total Billed ($)	$963,326.71	$580,921.59	$862,477.98	$582,577.79	$725,278.25	$575,719.57
Rainfall	1.74		1.08		3.00	

Attachments enclosed: Combined Detailed Revenue and Expense Report for the period ending 12/2020

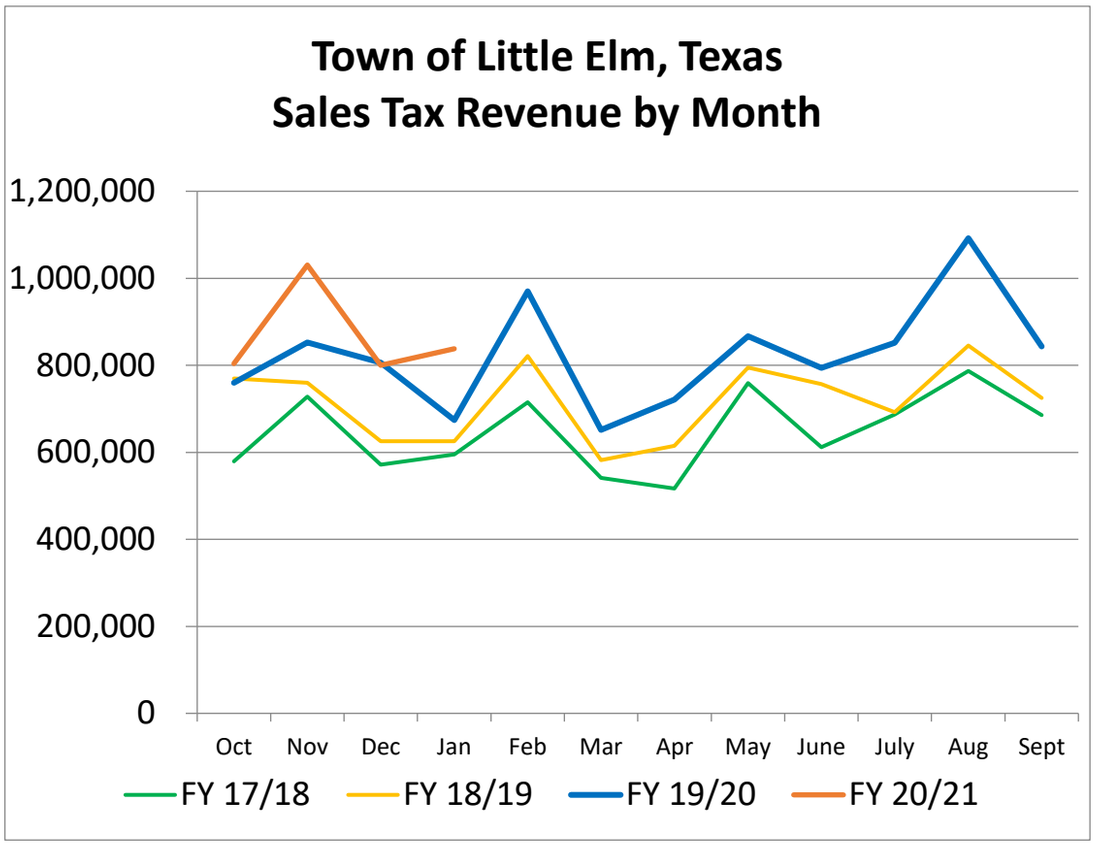
FY 2020-2021 Revenue and Expenditure Highlights

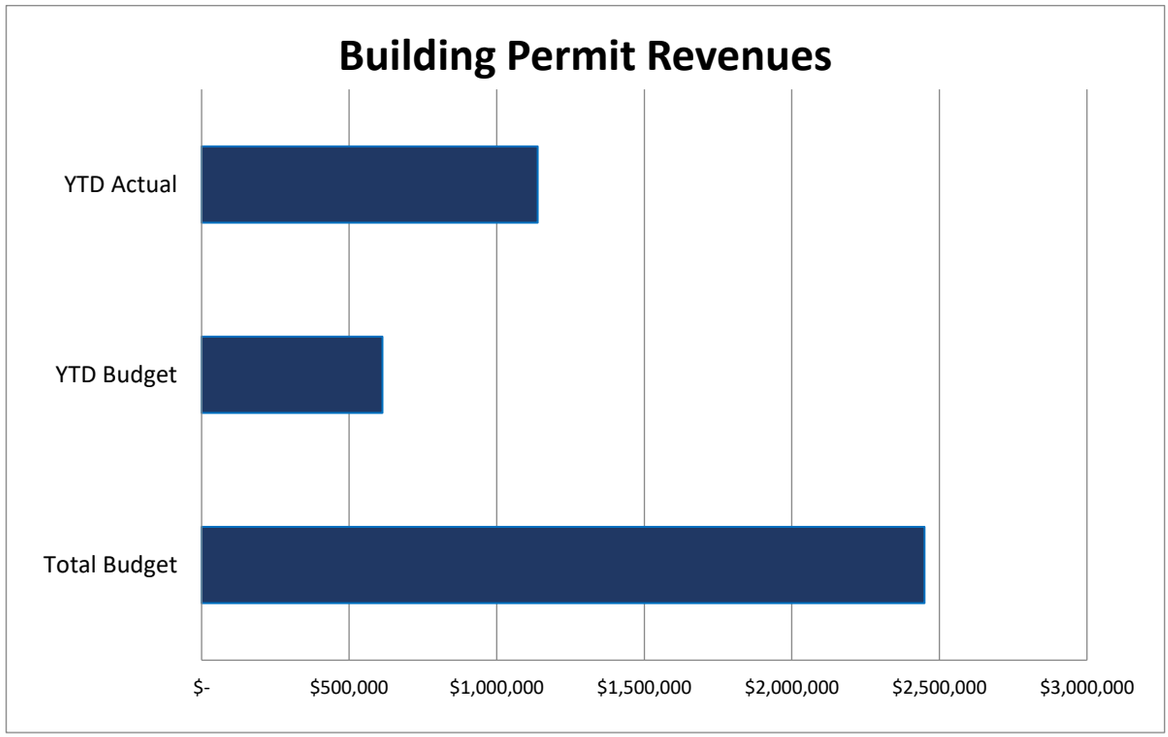
General Fund Revenues			
	Amended Budget	**YTD Actual**	**Percent Difference**
Total Revenue	**39,048,323**	**20,253,298**	52%
Top Five Sources of Revenue			
Property Taxes	20,631,503.00	15,538,002.80	75%
City Sales Tax	4,934,472.00	400,002.50	8%
Building Permits	2,450,000.00	1,138,510.00	46%
Municipal Court Fines	650,000.00	104,093.79	16%
Infrastructure Inspection and Plan Review Fees	650,000.00	239,791.02	37%

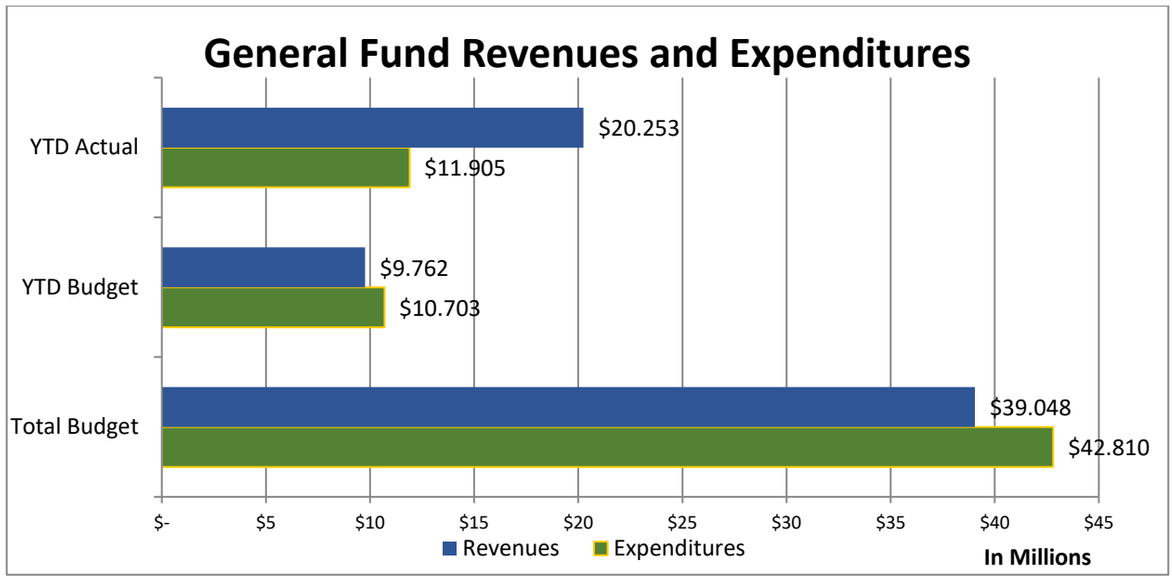
General Fund Expenditures				
	Amended Budget	**YTD Actual**	**Remaining Budget**	**Percent of Budget**
Total Expenditures	**42,810,164**	**11,904,568**	**30,905,597**	**28%**
Town Council	143,041	61,791	81,250	43%
Manager Administration	1,442,097	601,777	840,320	42%
Town Secretary	201,556	168,910	32,646	84%
Municipal Court	591,665	140,757	450,908	24%
Financial Services	3,701,886	793,524	2,908,362	21%
Library Services	606,797	183,808	422,989	30%
Development Services	1,078,387	275,840	802,547	26%
Information Technology	1,592,418	511,746	1,080,672	32%
Town Attorney	340,000	358,170	(18,170)	105%
Engineering	825,607	184,146	641,461	22%
Building Inspection / Code	1,291,280	383,327	907,953	30%
Police Department	14,147,764	3,635,593	10,512,171	26%
Animal Services	417,504	75,580	341,924	18%
Fleet Maintenance	545,268	153,481	391,787	28%
Facility Maintenace	912,417	397,952	514,465	44%
Public Works / Streets	1,658,019	451,792	1,206,228	27%
Marketing and Communications	390,619	72,684	317,935	19%
Park Maintenace	2,275,183	684,178	1,591,005	30%
Parks - Senior Programs	212,811	28,974	183,837	14%
Fire Department	10,435,845	2,740,539	7,695,306	26%

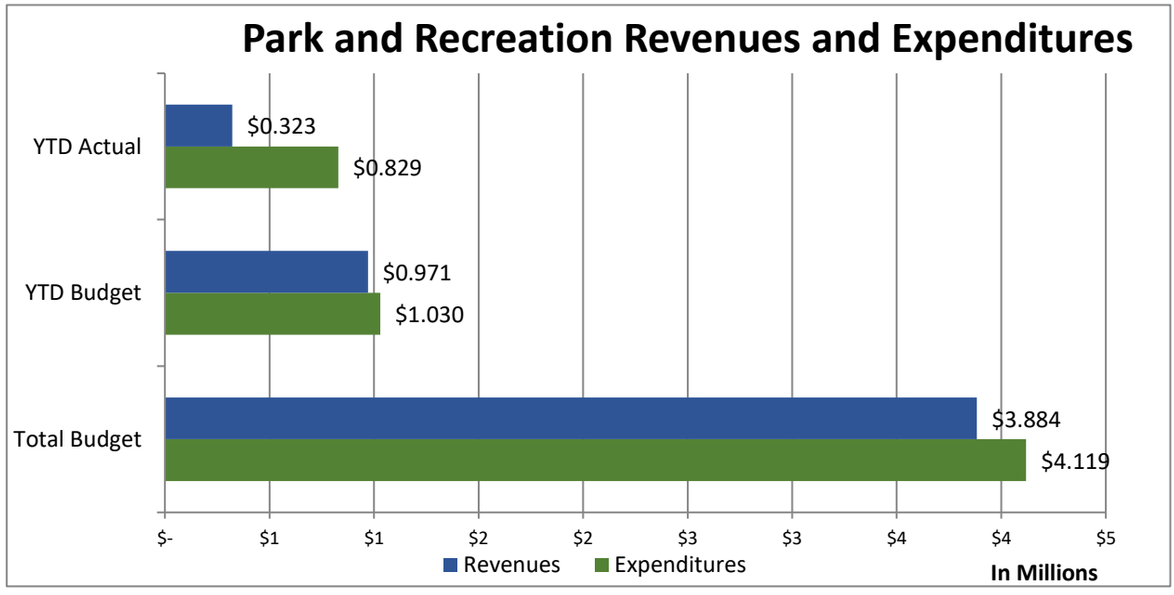
Water and Sewer Fund Revenue			
	Amended Budget	**YTD Actual**	**Percent Difference**
Total Revenue	19,162,522	3,689,475	19%
Top Five Sources of Revenue			
Water Sales	10,353,000.00	2,147,971.39	21%
Sewer Sales	7,022,022.00	1,448,758.15	21%
Meter Set Fees	100,000.00	49,990.00	50%
Wholesale Water Sales	370,000.00	106,891.72	29%
Wholesale Sewer Sales	730,000.00	270,240.96	37%

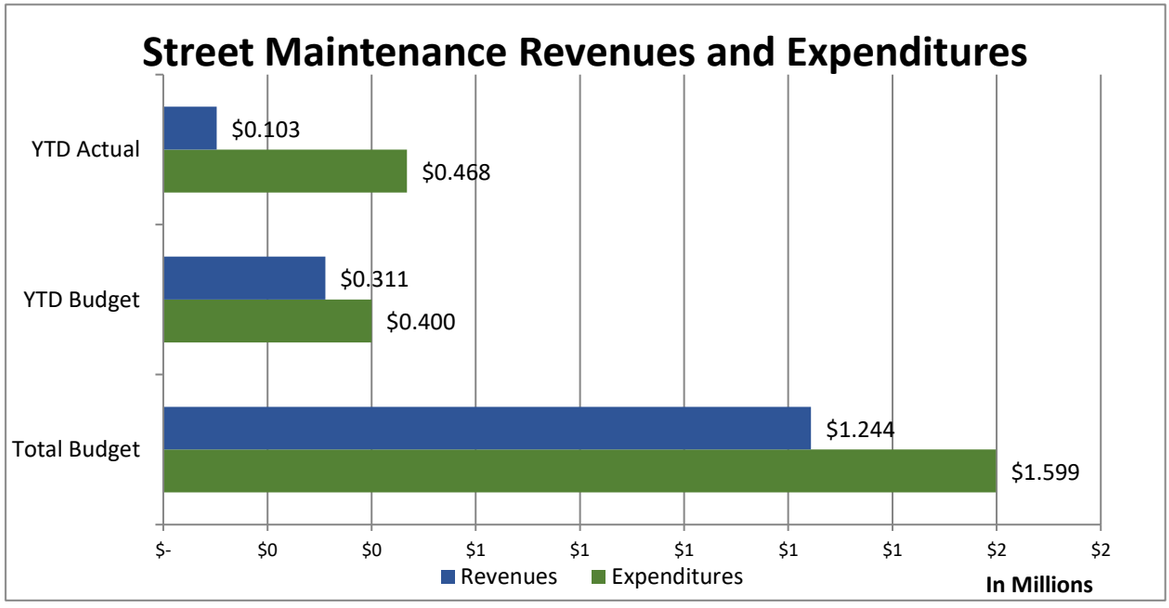
Water and Sewer Program Expenditures				
	Amended Budget	**YTD Actual**	**Remaining Budget**	**Percent Difference**
Water Operations	8,873,443	5,744,835	3,128,608	65%
Wastewater Collection	1,644,317	489,988	1,154,329	30%
Wastewater Treatment	1,771,520	576,628	1,194,892	33%
Utility Administration	749,557	159,619	589,938	21%
Debt Service	3,875,946	(60)	3,876,006	0%
Utility Billing and Collection	980,174	228,551	751,623	23%
Construction/CIP	2,138,546	1,107,731	1,030,815	52%

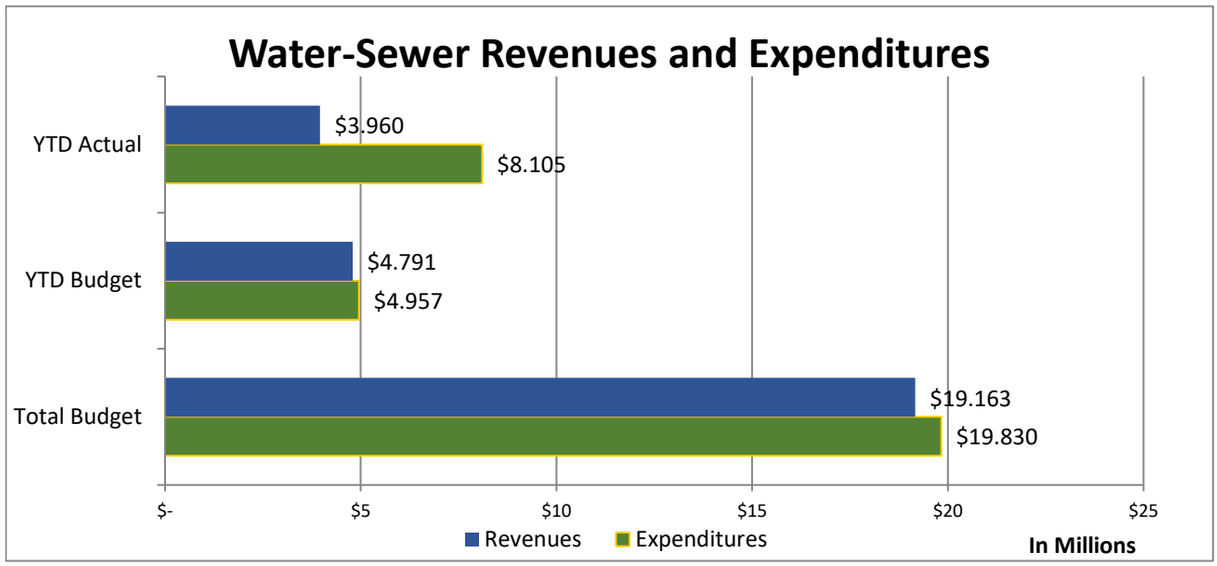

Town of Little Elm, Texas
Sales Tax Revenue by Month
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
Sept
FY 17/18
FY 18/19
FY 19/20
FY 20/21

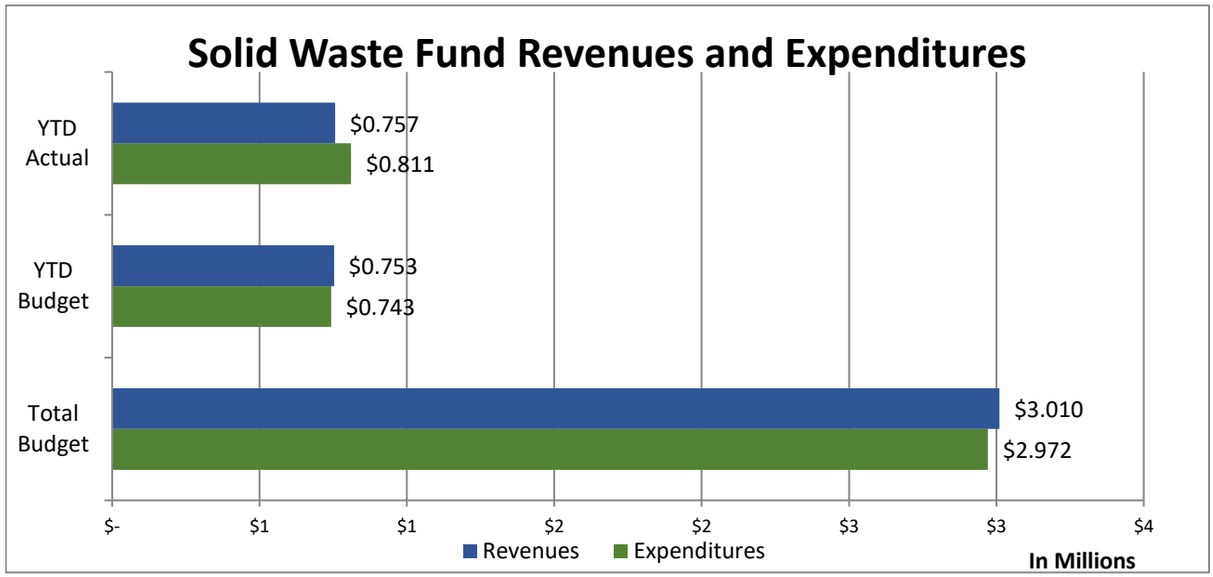

Building Permit Revenues
YTD Actual
YTD Budget
Total Budget
$-
$500,000
$1,000,000
$1,500,000
$2,000,000
$2,500,000
$3,000,000

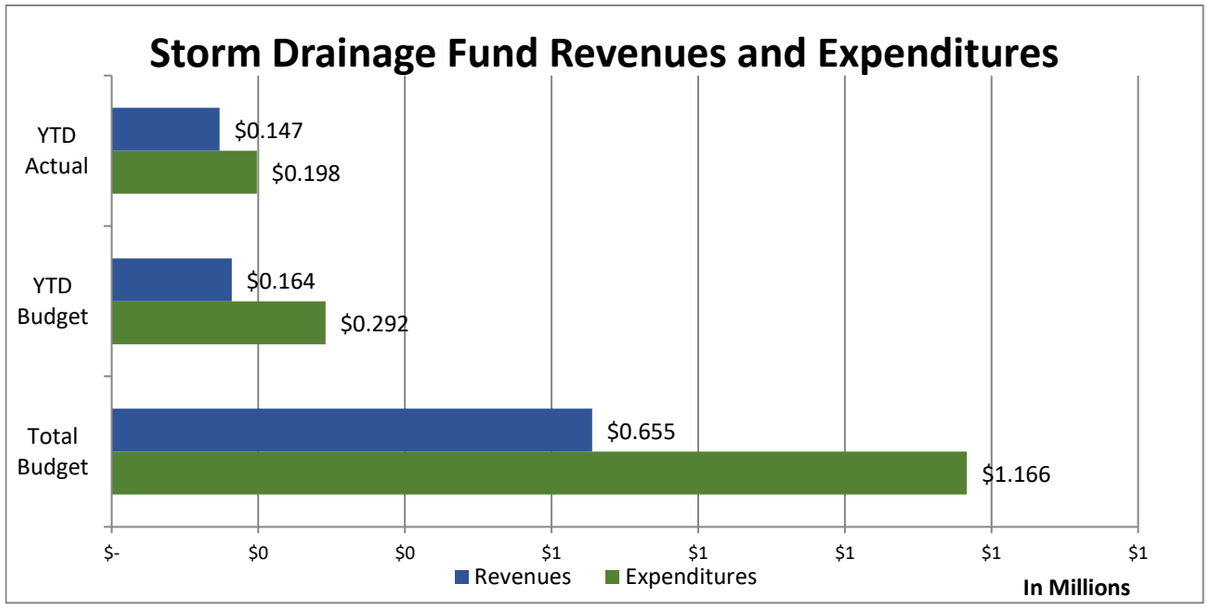

General Fund Revenues and Expenditures
YTD Actual
$20.253
$11.905
YTD Budget
$9.762
$10.703
Total Budget
$39.048
$42.810
$- $5 $10 $15 $20 $25 $30 $35 $40 $45
Revenues
Expenditures
In Millions


Park and Recreation Revenues and Expenditures
YTD Actual
$0.323
$0.829
YTD Budget
$0.971
$1.030
Total Budget
$3.884
$4.119
$- $1 $1 $2 $2 $3 $3 $4 $4 $5
Revenues
Expenditures
In Millions


Street Maintenance Revenues and Expenditures
YTD Actual
$0.103
$0.468
YTD Budget
$0.311
$0.400
Total Budget
$1.244
$1.599
$- $0 $0 $1 $1 $1 $1 $2 $2
Revenues
Expenditures
In Millions


Water-Sewer Revenues and Expenditures
YTD Actual
$3.960
$8.105
YTD Budget
$4.791
$4.957
Total Budget
$19.163
$19.830
$-
$5
$10
$15
$20
$25
Revenues
Expenditures
In Millions


Solid Waste Fund Revenues and Expenditures
YTD Actual
$0.757
$0.811
YTD Budget
$0.753
$0.743
Total Budget
$3.010
$2.972
$-
$1
$1
$2
$2
$3
$3
$4
Revenues
Expenditures
In Millions


Storm Drainage Fund Revenues and Expenditures
YTD Actual
$0.147
$0.198
YTD Budget
$0.164
$0.292
Total Budget
$0.655
$1.166
$-
$0
$0
$1
$1
$1
$1
Revenues
Expenditures
In Millions

Town Council Meeting

Date:	02/02/2021
Agenda Item #:	6. E.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0202202101 Authorizing and Creating the Spiritas Ranch Public Improvement District in Accordance with Chapter 372 of the Texas Local Government Code.**

DESCRIPTION:

On November 12, 2020, MM Little Elm 548, LLC submitted and filed with the Town Secretary of Little Elm a petition requesting the establishment of a Public Improvement District for the property within the Town.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution for the Creation of Spiritas PID

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0202202101

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; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm, Texas (the "Town" or "Little Elm"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its Town limits or its extraterritorial jurisdiction; and

WHEREAS, on November 12, 2020, ***MM Little Elm 548, LLC, a Texas limited liability company***, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), within the corporate limits of the Town, submitted and filed with the Town Secretary of Little Elm (the "Town Secretary") a petition ("Petition") requesting the establishment of a public improvement district for property within the Town; and

WHEREAS, the Petition requested the creation of the Spiritas Ranch Public Improvement District (the "District"), which District is located partially within the Town and partially within the extraterritorial jurisdiction of the Town, as more particularly depicted in **Exhibit B** and described by metes and bounds in **Exhibit A** (the "Property") each attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council of Little Elm, Texas (the "Town Council") has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in a newspaper of general circulation in the Town and mailing notice of the hearing, all as required by and in conformity with the Act, the Town Council opened a public hearing on the advisability of the improvements and services on *December 15, 2020*; and

WHEREAS, the Town Council closed the public hearing on the advisability of the improvements and services on *December 15, 2020*.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to Little Elm by the Petitioner was filed with the Town Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), 372.009(b), the Town Council, after considering the Petition and the evidence and testimony presented at the public hearing on *December 15, 2020*, hereby finds and declares:

(a) **Advisability of the Proposed Improvements**. It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of Little Elm and will confer a special benefit on the Property.

(b) **General Nature of the Authorized Improvements.** The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located

therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vii) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vii) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the Town and confer a special benefit upon the Property.

(c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs.** The estimated total costs of the Authorized Improvements is $65,000,000.00, which costs shall be paid by assessment of the property owners within the proposed District. The developer of the Property (the "Developer") will be obligated for the costs of certain specified Authorized Improvements within the District. The Town will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on real property within the District, and possible tax increment reinvestment zone revenue, if created. The Town and the Developer may be reimbursed for the costs of certain specified Authorized Improvements from assessments levied within the District. No municipal property in the District shall be assessed. The Developer may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

(d) **Boundaries of the District.** The District shall include approximately *545* acres of land generally located *south of U.S. HWY 380, east of FM 720, and west of Lewisville Lake,* located partially within the Town and partially within the extraterritorial jurisdiction of the Town, as more particularly depicted in **Exhibit B** attached hereto, and as more properly described by metes and bounds in **Exhibit A** attached hereto.

(e) **Proposed Method of Assessment.** The Town shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments, including interest, may be paid in full at any time, and certain assessments may be paid in annual installments, with interest. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments, and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).

(f) **Management of the District.** The District shall be managed by the Town, with the assistance of a consultant, who shall, from time to time, advise the Town regarding certain operations of the District.

(g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Spiritas Ranch Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the Town Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. That the Town Secretary is hereby authorized and directed to give notice of this Resolution authorizing the District by publishing such notice once in a newspaper of general circulation in the Town. Effective upon the publication of such notice, such authorization shall take effect and the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED on the *2nd day of February, 2021*.

ATTEST:

_____
David Hillock, Mayor

_____ _____
_____, Town Secretary Matt Mueller, Town Manager

APPROVED AS TO FORM:

_____,
Robert Brown, Town Attorney

EXHIBIT A
PROPERTY METES AND BOUNDS DESCRIPTION

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, Denton County, Texas, and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises, recorded in Volume 2737, Page 131, Volume 833, Page 38, Volume 842, Page 851, and Volume 2737, Page 126, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain tract of land described in deed to Spiritas Ranch Enterprise recorded in Volume 998, Page 670, RPRDCT, all of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 1078, Page 859, RPRDCT, all of those certain tracts of land described as Tract I, Tract II, and Tract III in Affidavit recorded in Instrument No. 2016-136619, RPRDCT, being part of those certain tracts of land described as Tract 1 and Tract 2 in deed to Johnnie Wayne McDaniel, Sr., and Lynda Marie McDaniel, recorded in Instrument Number 2010-99763, RPRDCT, part of that certain tract of land described in deed to Johnny Wayne McDaniel and Lynda Marie McDaniel, recorded in Volume 553, Page 590, RPRDCT, all of that certain tract of land described in deed to Gilberto Cesar Garza, recorded in Instrument Number 2018-137486, and being more particularly described as follows:

BEGINNING at a fence corner post found on the east right-of-way line of Farm-to-Market Road Number 720 (variable width right-of-way), and being located at the southwest corner of that certain tract of land described in deed to Oak Grove Methodist Church, recorded in Volume 2269, Page 580, RPRDCT;

THENCE South 88°22'07" East, with the north line of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 131, RPRDCT, and with the south line of said Oak Grove Methodist Church tract recorded in Volume 2269, Page 580, RPRDCT, and the south line of that certain tract of land described in deed to Oak Grove Methodist Church tract, recorded in Volume 2269, Page 584, RPRDCT, a distance of 1426.83 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for the northeast corner of said Spiritas tract recorded in Volume 2737, Page 131, RPRDCT;

THENCE South 00°49'00" West, with the east line of said Spiritas tract recorded in Volume 2737, Page 131, RPRDCT, a distance of 16.98 feet to a 3/8-inch iron rod found for the northwest corner of said Spiritas tract recorded in Volume 833, Page 38, RPDCT;

THENCE South 88°28'06" East, with the north line of said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, a distance of 2019.58 feet to a 3/8-inch iron rod found for corner;

THENCE South 87°31'42" East, over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, a distance of 1042.72 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner, said iron rod being located at the beginning of a non-tangent curve to the right;

THENCE continuing over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

Northeasterly, with said curve which has a central angle of 05°43'53", a radius of 629.99 feet, a chord that bears North 17°45'02" East, a distance of 62.99 feet, and an arc length of 63.02 feet to the end of said curve;

North 20°36'58" East, a distance of 232.75 feet, said iron rod being located at the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 18°12'35", a radius of 802.13 feet, a chord that bears North 11°29'56" East, a distance of 253.86 feet, and an arc length of 254.93 feet to the end of said curve;

And North 01°42'20" East, a distance of 63.42 feet, said iron rod being located on the south line of that certain tract of land described in State of Texas Possession and Use Agreement, recorded in Instrument Number 2020-27969, RPRDCT;

THENCE South 88°18'55 East, with the south line of said State of Texas Possession and Use Agreement tract, a distance of 80.00 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner;

South 01°42'20" West, a distance of 19.27 feet, said iron rod being located at the beginning of a tangent curve to the right;

Southwesterly with said curve which has a central angle of 18°54'39", a radius of 720.00 feet, a chord that bears South 11°09'39" West, a distance of 236.56 feet, and an arc length of 237.64 feet to the end of said curve;

South 20°36'58" West, a distance of 174.58 feet;

And South 87°50'52" East, a distance of 1496.33 feet, said iron rod being located on the west line of that certain tract of land described in deed to RPM xConstruction, LLC, recorded in Instrument Number 2014-54052, RPRDCT;

THENCE South 02°13'59" West, with said west line of the RPM tract, a distance of 70.01 feet to a 5/8-inch iron rod found for the southwest corner of said RPM tract;

THENCE South 88°24'29" East, with the south line of said RPM tract, a distance of 209.79 feet to a 5/8-inch iron rod found for the southeast corner of said RPM tract;

THENCE North 02°14'40" East, with the east line of said RPM tract, a distance of 18.33 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE South 87°50'18" East, over and across said Spiritas tracts recorded in Volume 842, Page 851, and Volume 2737, Page 126, RPRDCT, a distance of 901.70 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner located on the west line of that certain tract of land described in deed to Robert G. Penley, recorded in Volume 2210, Page 648, RPRDCT;

THENCE South 02°58'01" West, with the west line of said Penley tract, a distance of 345.08 feet to a 1/2-inch iron rod with cap stamped "WESTWOOD" found for corner at the southeast corner of said Spiritas tract recorded in Volume 2737, Page 126, RPRDCT;

THENCE North 88°08'15" West, with the north line of said Penley tract, a distance of 170.04 feet to a 5/8-inch iron rod found for the most westerly northwest corner of said Penley tract;

THENCE South 05°42'19" West, with the west line of said Penley tract, a distance of 621.88 feet to a U.S. Army Corps of Engineers (USCOE) monument found on the west "take" line of Lake Lewisville;

THENCE with the west "take" line of Lake Lewisville, the following courses to USCOE monuments found for corner:

South 04°54'16" West, a distance of 350.10 feet;

South 04°07'29" West, a distance of 349.25 feet;

South 00°09'01" East, a distance of 373.36 feet;

North 88°11'41" West, a distance of 800.30 feet;

And South 37°20'20" West, a distance of 536.00 feet;

THENCE South 00°08'50" East, continuing with said "take" line, a distance of 672.96 feet to a steel fence post found for corner at the north corner of that certain tract of land described in Correction Deed to the United States of America (USA), recorded in Volume 2549, Page 719, RPRDCT;

THENCE South 56°09'16" West, with the northwest line of said USA tract, a distance of 188.85 feet to a steel fence post found for corner at the west corner of said USA tract;

THENCE South 09°39'06" East, with the southwest line of said USA tract, a distance of 162.80 feet to a steel fence post found for the south corner of said USA tract;

THENCE continuing with said "take" line, the following courses:

South 46°03'07" West, a distance of 319.64 feet to a USCOE monument found for corner;

North 74°07'14" West, a distance of 789.34 feet to a steel fence post found for corner;

South 78°59'39" West, a distance of 216.00 feet to a steel fence post found for corner;

South 65°55'09" East, a distance of 739.69 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

South 16°04'51" East, a distance of 348.96 feet to a USCOE monument found for corner;

And North 88°34'10" West, a distance of 224.10 feet to a USCOE monument found for corner, said monument being located at the northeast corner of that certain tract of land described as Tract 2 (Original Instrument Nos. 1, 2 and 3), and Tract 4 (Original Instrument No. 4) in Correction Instrument recorded in Instrument No. 2018-37459, RPRDCT;

THENCE North 88°59'00" West, with the north line of said Correction Instrument tract, a distance of 981.60 feet to a steel fence post found for corner;

THENCE North 86°40'28" West, continuing with said north line, a distance of 346.35 feet to a 5/8-inch iron rod with cap stamped "KHA" found for corner;

THENCE North 88°13'50" West, continuing with said north line, passing at a distance of 1145.20 feet a 5/8-inch iron rod with cap stamped "KHA" found for corner at the northeast corner of Prairie Oaks Phase 1B, an addition to the Town of Little Elm, Denton County, Texas, according to Final Plat recorded in Document No. 2019-258, of the Plat Records of Denton County, Texas, continuing with the north line of said Prairie Oaks Phase 1B, in all, a total distance of 1949.86 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at an interior "ell" corner of said Prairie Oaks Phase 1B;

THENCE North 02°08'13" East, passing at a distance of 20.47 feet a 1/2-inch iron rod with cap stamped "WESTWOOD" found at a northeast corner of said Prairie Oaks Phase 1B, and continuing with a west line of said Spiritas tract recorded in Volume 998, Page 670, RPRDCT, and the east line of Tract 2, and Tract 1, in deed to Upper Trinity Regional Water District, recorded in Volume 4646, Page 212, RPRDCT, in all, a total distance of 810.31 feet to a fence corner post found for corner;

THENCE North 87°51'47" West, with the common north line of said Upper Trinity Tract 1 and Tract 3 in said Upper Trinity deed, and a south line of said Spiritas tract recorded in Volume 998, Page 670, RPRDCT, a distance of 1295.87 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the southeast corner of that certain tract of land described as Parcel 18 in deed to the State of Texas, recorded in Document Number 2016-26306, RPRDCT, on the east right-of-way-line of Farm to Market Road No. 720 (variable width right-of-way), said iron rod being located at the beginning of a non-tangent curve to the left;

THENCE northwesterly with the east line of said Parcel 18, and with said curve which has a central angle of 03°50'07", a radius of 5814.58 feet, a chord that bears North 13°35'52" West, a distance of 389.15 feet, and an arc length of 389.22 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North 15°30'56" West, continuing with the east line of said Parcel 18, a distance of 721.50 feet to a 1/2-inch iron rod with cap stamped "WESTWOOD" found for corner at the beginning of a tangent curve to the left;

THENCE northwesterly, continuing with the east line of said Parcel 18, and with said curve which has a central angle of 14°12'08", a radius of 740.00 feet, a chord that bears North 22°37'00" West, a distance of 182.96 feet, and an arc length of 183.43 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North 29°42'12" West, continuing with the east line of said Parcel 18, passing at a distance of 13.57 feet a TXDOT aluminum disk found at the northeast corner of said Parcel 18, and the southeast corner of that certain tract of land described as Parcel 19-1 in deed to the State of Texas, recorded in Document Number 2019-155966, RPRDCT, continuing with the east line of said Parcel 19-1, in all, a total distance of 64.49 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the beginning of a non-tangent curve to the right;

THENCE northwesterly, continuing with said east line of Parcel 19-1, and the east line of that certain tract of land described as Parcel 20 in deed to the State of Texas, recorded in Document Number 2016-155956, RPRDCT, and with said curve which has a central angle of 31°07'08", a radius of 610.00 feet, a chord that bears North 14°09'30" West, a distance of 327.25 feet, and an arc length of 331.31 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North 01°24'04" East, continuing with said east line of Parcel 20, and with the east line of that certain tract of land described as Parcel 19-2 in deed to the State of Texas recorded in Document Number 2016-155966, RPRDCT, a total distance of 450.53 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the northeast corner of said Parcel 19-2, said iron rod also being located on the south line of that certain tract of land described in deed to Ellis Meals, recorded in Document Number 2012-95998, RPRDCT;

THENCE North 89°42'58" East, leaving said east right-of-way-line of Farm to Market Road No. 720 (variable width right-of-way), and with said south line of the Meals tract, a distance of 89.21 feet to a fence corner post found for corner at the southeast corner of said Meals tract;

THENCE North 02°29'05" West, with the east line of said Meals tract, a distance of 115.92 feet to a fence corner post found for corner at the northeast corner of said Meals tract, and being located on a south line of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 131, RPRDCT;

THENCE South 88°24'12" West, with the north line of said Meals tract, a distance of 66.45 feet to a TXDOT aluminum disk found for corner at the southeast corner of that certain tract of land described as Parcel 22 in deed to the State of Texas, recorded in Document Number 2016-26307, RPRDCT, on said east right-of-way-line of Farm to Market Road No. 720;

THENCE with the east line of said Parcel 22, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

North 01°25'09" East, a distance of 108.99 feet;

North 08°03'45" West, a distance of 105.97 feet, said iron rod being located at the beginning of a non-tangent curve to the left;

Northwesterly, with said curve which has a central angle of 03°01'34", a radius of 2929.79 feet, a chord that bears North 02°26'32" West, a distance of 154.72 feet, and an arc length of 154.74 feet to the end of said curve;

North 03°57'19" West, a distance of 149.61 feet, said iron rod being located at the beginning of a tangent curve to the right;

Northwesterly, with said curve which has a central angle of 05°07'53", a radius of 2799.79 feet, a chord that bears North 01°23'23" West, a distance of 250.66 feet, and an arc length of 250.74 feet to the end of said curve;

And North 01°36'16" East, a distance of 273.49 feet to the POINT OF BEGINNING of herein described tract, and containing an area of 545.132 acres of land.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 1.000 ACRE TRACT OF LAND:

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in Denton County, Texas, according to and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises recorded in Volume 833, Page 38, of the Real Property Records of Denton County, Texas (RPRDCT); and Volume 842, Page 851, RPRDCT; and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found on the south right-of-way line of U.S. Highway No. 380 (variable width right-of-way), and being the most northerly northwest corner of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and also being the northeast corner of that certain tract of land described in deed to RPM xConstruction recorded in Document No. 2014-54052, RPRDCT, from which a TXDOT monument found at the northwest corner of said RPM xConstruction tract bears North 88°21'17" West, a distance of 209.89 feet;

THENCE South 02°14'40" West, leaving said south right-of-way line of U.S. Highway No. 380, and with a west line of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, passing at a distance of 518.63 feet the southeast corner of said RPM xConstruction tract, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842,

Page 851, RPRDCT, in all, a total distance of 688.87 feet to the POINT OF BEGINNING, a 5/8 inch iron rod with cap stamped "BCG 10194538" set;

THENCE South 02°14'40" West, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, a distance of 52.51 feet to a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner, and the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and with said curve which has a central angle of 24°30'27", a radius of 1475.00 feet, a chord which bears South 61°54'11" West, a chord distance of 626.11 feet, and an arc distance of 630.91 feet to the end of said curve, a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8 inch iron rods with cap stamped "BCG 10194538" set for corner;

South 49º38'57" West, a distance of 169.00 feet, and being the beginning of a tangent curve to the left;

With said curve which has a central angle of 05°10'17", a radius of 560.00 feet, a chord which bears South 47°03'49" West, a chord distance of 50.53 feet, and an arc distance of 50.54 feet to the end of said curve;

North 45º31'19" West, a distance of 50.00 feet, and being the beginning of a non-tangent curve to the right;

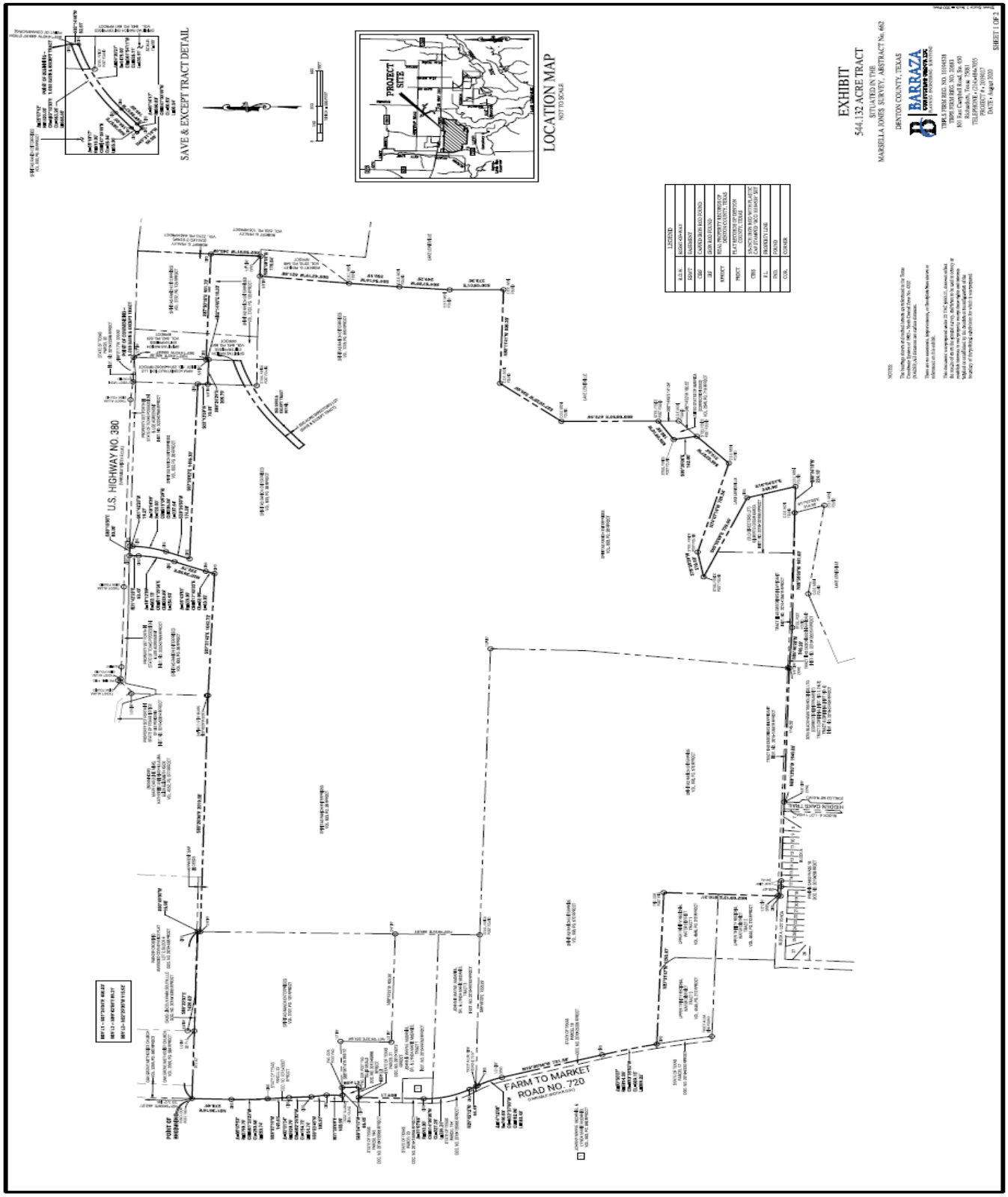
With said curve which has a central angle of 05°10'17", a radius of 610.00 feet, a chord which bears North 47°03'49" East, a chord distance of 55.04 feet, and an arc distance of 55.06 feet to the end of said curve;

And North 49º38'57" East, a distance of 169.00 feet, and being the beginning of a tangent curve to the right;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and with said curve which has a central angle of 25°07'12", a radius of 1525.00 feet, a chord which bears North 62°12'33" East, a chord distance of 663.26 feet, and an arc distance of 668.60 feet to the end of said curve, and the POINT OF BEGINNING, containing a calculated area of 1.000 acres of land.

LEAVING A NET AREA OF 544.132 ACRES OF LAND.

EXHIBIT B
PROPERTY DEPICTION



Town Council Meeting

Date: 02/02/2021
Agenda Item #: 6. F.
Department: Development Services
Strategic Goal:
Staff Contact:

AGENDA ITEM:

Consider Action to Award a **Construction Contract for the Little Elm Aquatic Center North Parking Addition Project (Contract #2021-06).**

DESCRIPTION:

On January 20, 2021, the Town received bids for the construction of additional parking north of the Little Elm Aquatic Center. Bids were advertised in the local paper and posted on the Town's eProcurement system. Seventeen (17) vendors responded. The lowest responsible bidder is Austin Raymond Construction, LLC of Yantis, Texas.

The project consists of installing a parking area that will provide eighty (80) additional parking spaces located just north of the aquatic center. The project also includes landscaping, lighting, and sidewalk improvements.

BUDGET IMPACT:

Funding for the project is allocated and available through a reimbursement approved by the Community Development Corporation.

$411,829.82	Contractor Proposal
$50,000.00	Contingency
$461,829.82	**Total Contract Amount**

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Draft Agreement

Project Layout

SECTION 00522
STANDARD FORM OF AGREEMENT

This Agreement is by and between the Town of Little Elm (Owner) and **Austin Raymond Construction, LLC** (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. **Expansion of existing concrete parking area, including all grading, paving, utilities, lighting, landscaping, and irrigation as shown on the plans and specifications.**

2. **The Site of the Work includes property, easements, and designated work areas described in detail in the Contract Documents but generally located at 615 Lakefront Drive, Little Elm, TX 75068, just north of the existing aquatics facility.**

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

A. The Contract Documents consist of the following documents:

1. This Contract.

2. Performance bond.

3. Payment bond.

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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 – Contractor's Bid
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: **Brannon Corporation, Bryan Mahlke, P.E.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. The Work will be substantially completed within **sixty (60)** days after the Effective Date of the Contract and completed and ready for final payment within **ninety (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 may 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, and conditioned on the agreement of Contractor and Owner.

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 may be entitled to an equitable adjustment in Contract Times.

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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

A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Base Bid: **$411,829.82** (**See Exhibit 1- Contractor's Bid for unit prices)**

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 the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

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 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

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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

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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.

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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 two years after the date of Final Acceptance by Owner, 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. Final Acceptance by Owner is the date of acceptance by the governing body of the Town.

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 act

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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

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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.

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;

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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.

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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 (10^{th}) of each month for the prior month (1^{st} – 31^{st}), 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,

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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.

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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 may 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 seven 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 date of Owner's notice of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the date of Owner's notice 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.

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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.

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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.

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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	By:
Title: Town Manager	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
Town of Little Elm	
100 West Eldorado Pkwy	
Little Elm, TX 75068	
contracts@littleelm.org	
	License No.: (where applicable)

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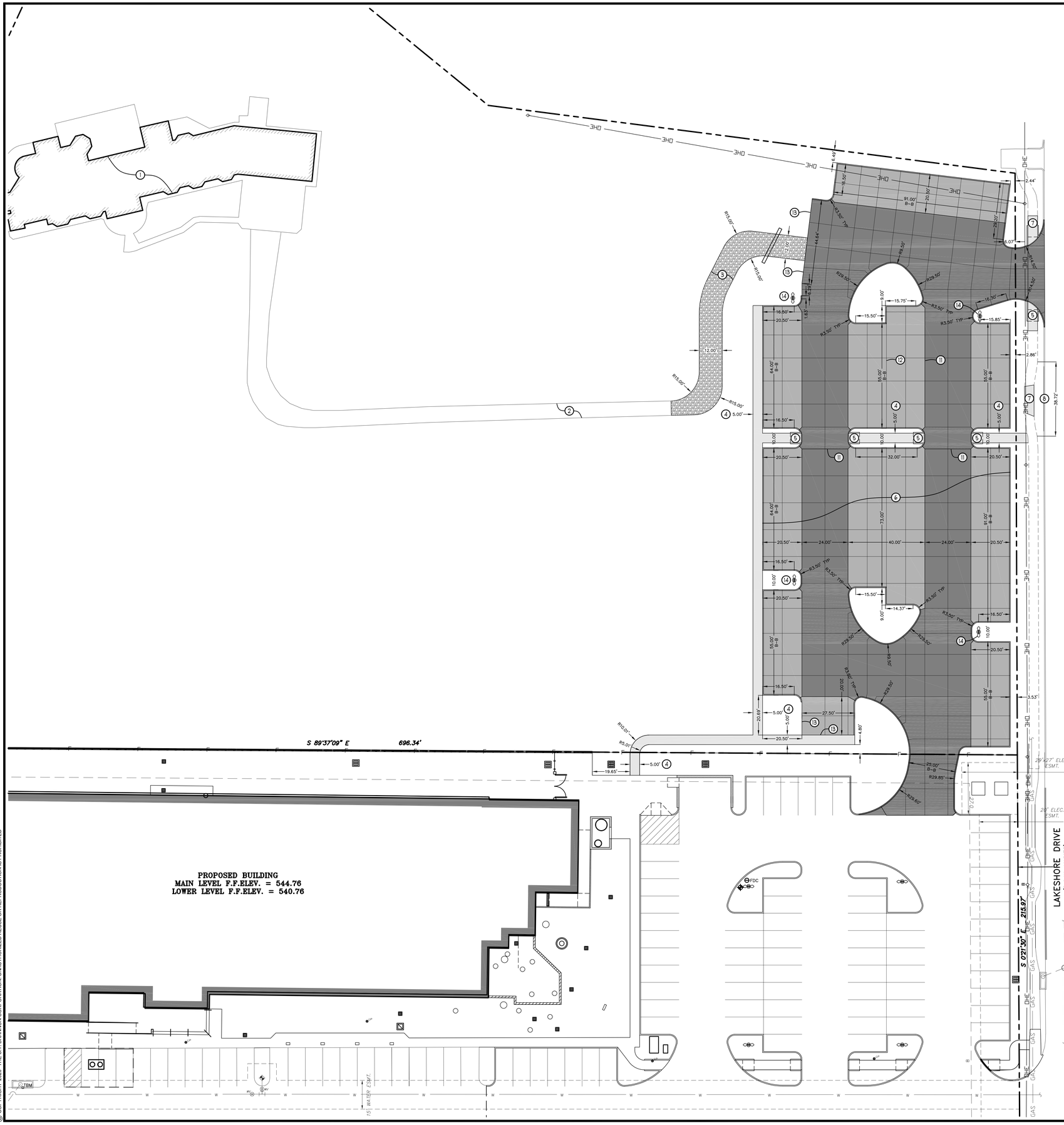

ACCORDING TO THE "UNDERGROUND FACILITY DAMAGE PREVENTION & SAFETY ACT, SECTION 9" IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT TEXAS ONE CALL AT 1-800-245-4545 A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION ACTIVITIES.

TBM-1	ELEVATION 542.53
BOX CUT IN TOP OF CURB INLET, ±73' SOUTHEAST OF EXISTING BUILDING, SOUTH CORNER OF EASTERN EXTERIOR WALL	

NOTES:

1. EXISTING BUILDING, TO REMAIN
2. EXISTING GRAVEL DRIVEWAY, TO REMAIN
3. CONSTRUCT 12' WIDE GRAVEL DRIVEWAY
4. CONSTRUCT 5' WIDE CONCRETE SIDEWALK
5. PROPOSED PERPENDICULAR CURB RAMP, 5-FT WIDE
6. THIS PLAN USES A 5-IN CONCRETE PAVEMENT SECTION IN PARKING STALLS, AND 6-IN CONCRETE PAVEMENT IN ALL DRIVEWAYS AND AISLES.
7. CONSTRUCT PAVEMENT REPAIR, MATCH / ALIGN PAVEMENT JOINTS WITH ADJACENT EXISTING PAVEMENT.
8. CONSTRUCT CURB & GUTTER REPAIR, MATCH / ALIGN PAVEMENT JOINTS WITH ADJACENT EXISTING PAVEMENT.
9. REFER TO PAVEMENT DETAIL SHEET C620 FOR ADDITIONAL INFORMATION
10. DIMENSIONS ARE MEASURED FROM BACK OF CURB, AND TYPICALLY BACK-TO-BACK (B-B)
11. ISOLATION / EXPANSION JOINT TYPE "A". INSTALL AT LOCATIONS SHOWN, REFER TO PAVING DETAIL SHEET C620.
12. CONTRACTION JOINT TYPE "B". INSTALL AT LOCATIONS SHOWN. SPACING VARIES 10' TO 15' (12' TYP), REFER TO PAVING DETAIL SHEET C620.
13. ATTENTION: NO CURB AT THIS LOCATION
14. LIGHT STANDARD (TYP). DESIGN OF LIGHTING CIRCUIT, CONDUIT, AND CONDUCTORS BY OTHERS. USE TOWN STANDARD FOR SELECTION OF LIGHT STANDARD TYPE AND FINISH.

LEGEND

TEMPORARY BENCHMARK		MANHOLE	
PROPERTY BOUNDARY		SANITARY SEWER / SERVICE	SS
EASEMENT		SANITARY FORCE MAIN	
EXISTING BUILDING		GRATE INLET	
PROPOSED BUILDING		CURB INLET	
FENCE	F	STORM JUNCTION BOX	
LIGHT POLE	LP	EXISTING STORM SEWER	
UTILITY POLE		PROPOSED STORM SEWER	
ELECTRIC VAULT / BOX		STORM FORCE MAIN	
UNDERGROUND ELECTRIC	UGE	EXISTING 1-FT CONTOURS	540
OVERHEAD ELECTRIC	OHE	EXISTING SPOT ELEVATION	543.75
GAS METER	GM	EXISTING TREE	6"TREE
GAS LINE	GAS	PROPOSED 1-FT CONTOURS	540
WATER METER	WM	TOP OF PAVEMENT ELEVATION	TP 543.75
WATER WALVE	WV	TOP OF CURB ELEVATION	TC 543.75
IRRIGATION VALVE	ICV	TOP OF WALL ELEVATION	TW 543.75
FIRE HYDRANT		FINISH GRADE AT BOTTOM OF WALL	BW 543.0
WATER LINE	W	PROPOSED FINISH GRADE	FG 543.0

NORTH PARKING PAVING PLAN

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LITTLE ELM

PRIME CONSULTANT

AQUATIC CONSULTANTS & CIVIL ENGINEERS
BRANNON CORP
WWW.BRANNONCORP.COM
1321 S. BROADWAY TYLER, TX 75701
P903.597.2122
TX ENGR FIRM REG. F-242

ARCHITECT

VLK|ARCHITECTS
2821 W 7TH STREET, #300 | FORT WORTH, TX 76107
P817.633.1600 | WWW.VLKARCHITECTS.COM

STRUCTURAL ENGINEER

L.A. FUESS PARTNERS, INC.
3333 LEE PARKWAY #300 | DALLAS, TX 75219
P214.871.7010 | WWW.LAFP.COM
TX ENGR FIRM REG. F-537

MEP ENGINEER

ME ENGINEERS
1825 MARKET CENTER BLVD. | DALLAS, TX 75207
P469.802.5679 | WWW.ME-ENGINEERS.COM
TX ENGR FIRM REG. F-13231

LITTLE ELM INDOOR WATERPARK
TOWN OF LITTLE ELM
303 MAIN STREET
LITTLE ELM, TEXAS 75068
NORTH PARKING PAVING PLAN

DESIGNED BY: BRM
ISSUE DATE: 11.06.20

STATE OF TEXAS
BRYAN R. MAHLKE
122050
LICENSED
PROFESSIONAL ENGINEER
11-06-2020

REVISIONS		
NO.	DATE	REMARKS
-	-	-
-	-	-
-	-	-
-	-	-

ISSUED FOR:
PERMIT REVIEW AND CONSTRUCTION DOCUMENTS

PROJECT NO. 18086

SHEET NO.
C611

C611 North Parking Paving Plan.dwg

Town Council Meeting

Date:	02/02/2021
Agenda Item #:	6. G.
Department:	Fire
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Paul Rust, Fire Chief

AGENDA ITEM:

Consider Action to Approve the **Fire Department to Apply for This Year's FEMA/Department of Homeland Security's Assistance to Firefighters Grant.**

DESCRIPTION:

The Assistance to Firefighters Grant (AFG) is an annual program offered by FEMA/Dept. of Homeland Security. The grant is intended to assist fire departments with the purchase of major equipment or vehicles necessary for delivering emergency fire and rescue services. This request to Town Council is to consider allowing the Fire Chief to pursue a grant application for this year's AFG. The project, which has been deemed most appropriate for the Little Elm Fire Department, is a replacement of our portable and mobile radios. The radios currently used by the Fire department have been discontinued by the manufacturer, and obtaining replacement parts and repairs will become problematic in the near future. The estimated project cost to replace the radios is approximately $900,000. If our AFG grant project is awarded by FEMA/DHS, the Town will be responsible for only 10% of the project costs, with FEMA/DHS funding 90%. As radio replacement is something we must eventually face, the Fire Chief believes this is an opportunity we should pursue.

BUDGET IMPACT:

The cost to apply for the grant is estimated to be $7,000 and will be covered with funds already approved in the Fire department's operational budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

AFG Guide

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2020 Assistance to Firefighters Grant (AFG) Program

NOTE: If you are going to apply for this funding opportunity and have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: http://www.grants.gov/web/grants/register.html. Detailed information regarding DUNS and SAM is also provided in Section D – Application and Submission Information of this NOFO, subsection, Content and Form of Application Submission. An active registration is required in order to apply for funding.

A. Program Description

1. **Issued By**
   Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

2. **Assistance Listings (formerly Catalog of Federal Domestic Assistance Number)**
   97.044

3. **Assistance Listings Title (formerly CFDA Title)**
   Assistance to Firefighters Grant (AFG)

4. **Funding Opportunity Title**
   FY 2020 Assistance to Firefighters Grant

5. **Funding Opportunity Number**
   DHS-20-GPD-044-00-98

6. **Authorizing Authority for Program**
   Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229) https://www.govinfo.gov/content/pkg/USCODE-2018-title15/pdf/USCODE-2018- title15-chap49-sec2229.pdf

7. **Appropriation Authority for Program**
   Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93) https://www.govinfo.gov/content/pkg/PLAW-116publ93/pdf/PLAW-116publ93.pdf

8. **Announcement Type**
   Initial

9. Program Overview, Objectives, and Priorities

Overview

The Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The AFG Program accomplishes this by providing financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program represents one part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, the AFG Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider the following:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The 2018-2022 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program supports the goal of Readying the Nation for Catastrophic Disasters. We invite all of our stakeholders and partners to also adopt these priorities and join us in building a stronger Agency and a more prepared and resilient Nation.

Objectives

The objectives of the AFG Program are to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

Priorities

Information on program priorities and objectives for the FY 2020 AFG Program can be found in Appendix B, FY 2020 AFG Programmatic Information and Priorities.

10. Performance Metrics

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the AFG Program metrics, which are tied to the programmatic objectives and priorities. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who equipped 100 percent of on-duty active members with PPE in compliance with applicable National Fire Protection Association (NFPA) and Occupational Safety and Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards.
- Percentage of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program modifications to facilities recipients who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards on housing and readiness posture.

B. Federal Award Information

1. Available Funding for the NOFO: **$319,500,000.00[1]**

2. Projected number of Awards: **2,000**

[1] Note that this figure differs from the total amount appropriated under the *Department of Homeland Security Appropriations Act*, 2020, Pub. L. No. 116-93. In this FY 2020 AFG NOFO, percentages of "*available grant funds*" refers to the total amount appropriated—$355,000,000—by Pub. L. No. 116-93 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these "available grant funds" will be allocated to the Fire Prevention & Safety (FP&S) program, which will have a separate NOFO and application period. $35,500,000 will be allocated to FP&S for FY 2020.

3. **Period of Performance:** Twenty-four months from the date of award.

   Extensions to the period of performance are allowed. For additional information on period of performance extensions, refer to Section H.

   FEMA awards only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

4. **Projected Period of Performance Start Date(s):** **May 1, 2021** (will vary based on award date)

5. **Projected Period of Performance End Date(s):** **April 30, 2023** (will vary based on Period of Performance Start Date)

6. **Funding Instrument Type:** **Grant**

C. Eligibility Information

1. Eligible Applicants

a. ***Fire Departments:*** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[2] or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

b. ***Nonaffiliated EMS organizations:*** Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[2] or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program:

- Clinics
- Medical centers
- Medical college or university

[2] The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. *See* 15 U.S.C. § 2203(10).

- Infirmary
- Surgery centers
- Any other institution, association, or foundation providing medical, surgical, or psychiatric care and/or treatment for the sick or injured.

c. ***State Fire Training Academies:*** A SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.[2] Applicants must be designated either by legislation or by a Governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia. The designated SFTA shall be the only agency, bureau, division, or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.

2. Eligible Activities

The FY 2020 AFG Program has three activities:

- Operations and Safety
- Vehicle Acquisition
- Regional Projects

Each activity has its own eligibility requirements. These requirements are outlined in Appendix B: Programmatic Information and Priorities.

3. Other Eligibility Criteria

a. National Fire Incident Reporting System (NFIRS)

NFIRS reporting is not a requirement to apply for any AFG Program; however, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the termination of the two-year performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

Note: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources, (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

b. National Incident Management System (NIMS) Implementation

AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. Any applicant who receives an FY 2020 AFG Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

4. **Maintenance of Effort (MOE)**
Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80 percent of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG Program grant is awarded.

In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance (including those funded with non-Federal funding) for activities that could be allowable costs under this NOFO at a level that is at least 80 percent or more of the average of what the applicant spent on such costs for those activities in fiscal years 2018 and 2019.

5. **Cost Share or Match**
Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C.§ 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to and not less than 15 percent of the grant awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5 percent of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents, but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10 percent of the grant awarded;
- When serving a jurisdiction of more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15 percent of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of the state. The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the Host and participating partner organizations that execute a Memorandum of Understanding (MOU) as described in Appendix B, Section J, Regional projects.

FEMA has developed a cost share calculator tool in order to assist applicants with determining their cost share. The cost share tool is available at: https://www.fema.gov/grants/preparedness/firefighters/assistance-grants.

Types of Cost Share

i. ***Cash (Hard Match):*** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional).

ii. ***Trade-In Allowance/Credit:*** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.

iii. ***In-kind (Soft Match):*** In-kind cost share is not allowable for the AFG Program.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

Economic Hardship Waivers
The FEMA Administrator may waive or reduce recipient cost share or MOE requirements in cases of demonstrated economic hardship. Please see Appendix C: Award Administration Information for additional information.

D. Application and Submission Information

1. Key Dates and Times: all times listed are Eastern Time (ET)

Date Posted to Grants.gov:	December 29, 2020
Application Start Date:	January 04, 2021 at 8 a.m.
Application Submission Deadline:	February 12, 2021 at 5 p.m.

All applications must be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical

problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

If applicants experience technical issues, they must notify the FEMA GO Helpdesk as soon as possible. The FEMA GO Helpdesk can be reached at (877) 585-3242 or by e-mail at femago@fema.dhs.gov. The FEMA GO Helpdesk is open Monday through Friday, 8: a.m. – 6 p.m. ET.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the AFG Helpdesk at 866-274-0960 or by e-mail at firegrants@fema.dhs.gov. The AFG Helpdesk is open Monday through Friday, 8:00 AM – 4:30 PM ET.

Anticipated Funding Selection Date: April 30, 2021

Anticipated Award Date: Beginning on approximately April 30, 2021 and continuing thereafter until all FY 2020 AFG Program grant awards are issued (but no later than September 30, 2021).

Other Key Dates

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Eight weeks before actual submission deadline
Registering in or Updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA Grants Outcomes (FEMA GO) System	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. **Agreeing to Terms and Conditions of the Award**
   By submitting an application, the applicant agrees to comply with the requirements of this NOFO and the terms and conditions of its award, should the applicant receive an

award.

3. **Address to Request Application Package**
The online FY 2020 AFG Program application is only available via the Assistance to Firefighters Grant Program's FEMA GO application portal, at https://go.fema.gov.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

Content and Form of Application Submission
FEMA will process applications through FEMA GO. Application tutorials and Frequently Asked Questions (FAQs) explain the current AFG Program, assist with the online grant application, and highlight lessons learned and changes for FY 2020. For more details, please visit the AFG Program website at http://www.fema.gov/firegrants.

DHS makes all funding opportunities available on the internet, accessible at http://www.grants.gov. If applicants experience difficulties accessing information or have any questions, please call the Grants.gov Contact Center at (800) 518-4726.

The Grants.gov website will direct applicants to FEMA GO, at https://go.fema.gov, which contains the online AFG Program application. The online AFG Program application incorporates all required forms.

FEMA GO will allow the applicant's authorized representative(s) to log in and create their own account. This account is specific to the authorized user and must not be shared with other personnel. The FEMA GO account is separate from any previous accounts created in the eGrants system. Applicants can save, retrieve, update, and revise their work through the end of the application period. The automated system does not allow applicants to submit incomplete applications. The system alerts applicants when required information has not been entered. Prior to final submission, an online application may be saved, retrieved, or edited up to the application deadline.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

NO APPLICATIONS WILL BE RELEASED BACK TO THE APPLICANT AFTER FINAL SUBMISSION

After the application period has ended, no changes can be made. There is no appeal process for inaccurate or incomplete information.

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see the "Funding Restrictions and Allowable Costs" section of this NOFO for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

b. Program-Specific Required Forms and Information

For program-specific required and optional forms and information, please see the appendices to this NOFO.

4. Steps Required to Obtain a Unique Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;

c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607;
f. Submit the complete application in FEMA GO; and
g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, applicants must maintain an active SAM registration with current information at all times during which the applicant has an active federal award or an application or plan under consideration by any federal awarding agency. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(ii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 days of the federal award date.

Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity. For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

5. How to Register to Apply

a. ***General Instructions:***

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Data Universal Numbering System (DUNS) Number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

b. ***Obtain a DUNS Number*:**

All entities applying for funding, including renewal funding, must have a DUNS number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.

For more detailed instructions for obtaining a DUNS number, refer to: https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html.

Note: At some point, the DUNS Number will be replaced by a "new, non-proprietary identifier" requested in, and assigned by, SAM.gov. This new identifier is being called the Unique Entity Identifier (UEI), or the Entity ID. Grants.gov has begun preparing for this transition by educating users about the upcoming changes and updating field labels and references to the DUNS Number (the current identifier) within the Grants.gov system. Users should continue using the DUNS Number in UEI fields until further notice. To learn more about SAM's rollout of the UEI, please visit https://gsa.gov/entityid.

c. Obtain Employer Identification Number

In addition to having a DUNS number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

e. *Register with SAM*:

In addition to having a DUNS number, all organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

***i.* Additional SAM Reminders**

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, DUNS number, and Employer Identification Number, or EIN, are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

ii. Help with SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/fsd-gov/home.do or call toll free (866) 606-8220.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

6. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO and received by February 12, 2021 at 5 p.m. ET. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application. Applications received by FEMA GO after the established due date for applications will be considered late and not considered for funding.

Applicants who experience system-related issues will be addressed until 3 p.m. ET on the date applications are due. No new system-related issues will be addressed after this deadline.

Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application. FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. The FEMA GO Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process. Do not do this. It may cause your application to fail to be submitted and consequently not be considered for funding. Please be patient and give the system time to process the application.

7. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their State's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (see https://www.archives.gov/federal-register/codification/executive-

-order/12372.html; https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf).

8. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

In addition to the subsections below, please see Appendix B to this NOFO for additional information on funding restrictions and allowable costs.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the

prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

FEMA will issue additional guidance in a forthcoming Interim Policy.

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

i. Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the Preparedness Grants Manual.

ii. Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. Construction

Construction costs are *not eligible* under the AFG Program grants. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in Appendix A *Funding Priorities*, are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered "construction" for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

c. Pre-award Costs

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- See also Appendix C for further information regarding grant writer fees and the "Additional Information" section of this NOFO for general procurement under grants requirements.

d. *Fire Departments and Nonaffiliated EMS organizations*

The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG Program award is limited to the maximum amounts set by § 33(c)(2) of the *Federal Fire Prevention and Control Act of 1974*, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: population served and a 1 percent aggregate amount of available grant funds.

The population of the jurisdiction served by the recipient will determine the

maximum amount of AFG Program funding a recipient is eligible to receive but no recipient may receive an award that exceeds one percent of available grant funds in FY 2020, or $3,550,000. FEMA may waive this aggregate cap in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population.

The following table explains the maximum funding that a recipient may receive in FY 2020:

Population of jurisdiction served by the recipient	Maximum award in FY 2019	Statutory waiver available subject to extraordinary need?
100,000 or fewer people	No more than $1 million	None available
100,001 – 500,000 people	No more than $2 million	None available
500,001 – 1,000,000 people	No more than $3 million	None available
1,000,001 – 2,500,000 people	No more than $3.55 million	Yes, but no more than $6 million
More than 2,500,000 people	No more than $3.55 million	Yes, but no more than $9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Additionally, Regional grants awarded are included in the host organization's funding limitations. For example: if a recipient serves a population of 100,000 or fewer and is the recipient of a Regional award for $1 million, they have met their cap and are no longer eligible for additional funds through the Operations and Safety or Vehicle activities.

Allocations and Restrictions of Available Grant Funds by Organization Type

- **Nonaffiliated EMS Organizations:** Not more than 2 percent of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
- **Emergency Medical Services Providers:** Not less than 3.5 percent of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
- **State Fire Training Academy:** Not more than 3 percent of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than $500,000 of available grant funds are eligible per applicant.
- **Vehicles:** Not more than 25 percent of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10 percent of the total vehicle funds for ambulances.
- **Micro Grants:** The selection of the voluntary Micro Grant option (cumulative federal funding of $50,000) for eligible Operations and Safety activities does not impact an applicant's request or federal participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle(s) Acquisition or Regional project.

e. Management and Administration (M&A) Costs

M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. No more than 3 percent of the federal share of AFG Program funds awarded may be expended by the recipient for M&A for purposes associated with the AFG Program award.

f. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to FireGrants@fema.dhs.gov for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

9. Environmental and Historical Preservation (EHP)

As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by the agency, including grant-funded projects, comply with Federal EHP regulations, laws, Executive Orders, regulations, and policies, as applicable.

Recipients proposing projects that have the potential to impact the environment, including, but not limited to, modification or renovation of existing buildings, structures, and facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a screening form that includes a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation, so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA may also be required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. Grant recipients must receive confirmation of a completed EHP review prior to beginning project activities. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

Applicants may attach the optional EHP form during the application period for the

project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required EHP form at that time to DHS/FEMA, if they have not submitted already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

Additionally, all AFG recipients are required to comply with FEMA EHP Policy Guidance, FEMA Policy #108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

All modifications to facility activities, and any renovation to facilities that would qualify as a modification to facility supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling Self-Contained Breather Apparatus (SCBA)
- Air quality systems
- Fire/smoke/carbon monoxide alarm systems for the facility (life safety)
- Generators (fixed)
- Sprinklers
- Vehicle exhaust systems (fixed)
- Washer/dryer/extractor
- Fixed communication antennas onto a building
- Building renovations such as removal of wall or installation of electrical or water lines
- Training/exercises in natural settings such as rope or swift water
- LED Signs
- Any scope of work that involves ground disturbances

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes
- Management, administrative or personnel actions
- Classroom-based training
- Acquisition of mobile and portable equipment (not involving installation) on or in a building and does not require a storage area to be constructed

- Purchase of PPE and/or SCBA

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

Funding priorities and programmatic criteria for evaluating AFG Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as amended by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of government-wide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.

ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Review

Prior to making a federal award where the anticipated federal share of a federal award will be greater than the simplified acquisition threshold (currently $250,000):

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants, as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

AFG Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO.

Applications with the highest pre-score rankings are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-Scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B and answers to activity specific questions within the online application. Application Narratives are not reviewed during pre-score process. "Request Details" and "Budget" information should comply with program guidance and statutory funding limitations. The pre-score is 50 percent of the total application score.

ii. Peer Review Panel Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is comprised of fire service

representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application's merits based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is 50 percent of the total application score.

iii. Technical Evaluation Process (TEP)

The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a Subject Matter Expert (SME) as well as a FEMA Program Office review prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

Once the TEP is complete, each application's cumulative score will be determined, and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B, E. Restrictions on Use of Award Funds.

3. Narrative Evaluation Criteria

The Narrative Statements must provide specific details about the activity for which the applicants seek funding. Applicants must explain how the proposed activity(ies) relate to the Operations and Safety Activity or the Vehicle Acquisition Activity. FEMA reviews and compares applications for duplication. Therefore, all elements of the Narrative Statements must be original.

a. Financial Need (25 percent)

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. The financial need statement should include details describing the applicant's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

b. Project Description and Budget (25 percent)

The Project Description and Budget statement should clearly explain the applicant's project objectives and its relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission and national, state, and/or local requirements. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

c. Cost Benefit (25 percent)

Applicants should describe how they plan to address the operations and personal safety needs of their organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

d. Statement of Effect on Operations (25 percent)

The Statement of Effect on Operations should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

F. Federal Award Administration Information

In addition to the language here, please see Appendix C to this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application. Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

2. Differences Between Application Request and Award

During the review process for an AFG Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested by but not funded by the award. The award package will identify any differences under the Approved scope of work section.

3. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2020 AFG Program award with a turndown notification.

4. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

DHS Standard Terms and Conditions

All successful applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions. The applicable DHS Standard Terms and Conditions will be those in effect at the time in which the award was made.

Before accepting the award, the AOR should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal Awards. Recipients must accept all conditions in this NOFO as well as any special terms and conditions in the Notice of Award to receive an award under this program. By submitting an application, applicants are deemed to have accepted all of the conditions in this NOFO as well.

5. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. Federal Financial Reporting Requirements

The Federal Financial Report Form (SF-425) and instructions are available at the following sites: SF-425 *OMB #4040-0014*.

Federal Financial Reports (FFR)

Recipients of AFG Program grants are required to submit an FFR (SF-425) on a

semi-annual basis. The FFR is to be submitted using the online FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant. Reports are due:

- No later than July 30 (for the period January 1 – June 30)
- No later than January 30 (for the period July 1 – December 31)
- Within 90 days after the end of the Period of Performance

b. Program Performance Reporting Requirements

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO. The PPR is due every six months after the grant's award date, and thereafter until the period of performance ends.

The PPR should include:

- A brief narrative of overall project(s) status
- A summary of project expenditures
- A description of any potential issues that may affect project completion

c. PPR Periods and Due Dates

The following reporting periods and due dates apply for the PPR:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)

d. Closeout Reporting Requirements

Within 120 days after the end of the period of performance, recipients must liquidate all financial obligations and submit a final FFR (SF-425) and a final PPR (within the closeout module in FEMA GO) detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance. The closeout tutorial may be found at: https://www.fema.gov/grants/preparedness/firefighters/closeout-report-tutorial

In addition, any recipient that issues subawards to any subrecipient is responsible for closing out those subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 120 days of the period of performance end date. Recipients must ensure that they complete the closeout of their subawards in time to submit all necessary documentation and information to DHS/FEMA during the closeout of their prime grant award.

After the final SF-425 and final performance reports have been reviewed and approved by FEMA, a Closeout Notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for a minimum of three years from the date of the final FFR (SF-425). The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or

due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for returning any federal funds that they have liquidated but remain unobligated by the recipient. Information on how to return funds to FEMA is available at: https://www.fema.gov/about/payment.

e. Administrative Closeout

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of a grant award using available grant award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

f. Additional Reporting Requirements

i. Disclosing Information per 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- Are presently excluded or disqualified;
- Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

ii. Reporting of Matters Related to Recipient Integrity and Performance

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

iii. Single Audit Report

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at https://www.gao.gov/yellowbook/overview, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f.

6. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA

will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestones, budgets, and other related program criteria are being met. Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance, and administrative processes and policies, activities, and other attributes of each federal assistance award and will identify areas where technical assistance, corrective actions, and other support may be needed.

Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other adequate payment documentation for verification. Recipients have the opportunity to participate in a Post Award Orientation (PAO) offered by the FEMA Regional Fire Program Specialist (FPS) to have their questions answered, receive technical assistance, or to review the terms and conditions of the grant. The PAO is optional.

G. DHS Awarding Agency Contact and Resource Information

1. AFG Help Desk

The AFG Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8 a.m. to 4:30 p.m., Monday through Friday.

2. FEMA Regional Fire Program Specialists

Each FEMA region has FPSs who can assist applicants with application information, award administration, and technical assistance. Contact information for a Regional FPS can be located on the AFG Program website at https://www.fema.gov/grants/preparedness/firefighters/regional-contacts.

3. Environmental Planning and Historic Preservation

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to *gpdehpinfo@fema.dhs.gov*.

4. FEMA GO System Information

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 8 a.m. – 6 p.m. ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Extensions to the Grant Period of Performance

Extensions to the period of performance under this grant program are allowed. An award's period of performance must be active for a recipient to submit a proposed

extension request to FEMA. Recipients should request extensions sparingly and only under exceptional circumstances. ***Approval is not guaranteed.***

Extensions to the initial period of performance identified in the award will only be considered through formal amendment requests, via FEMA GO, and must contain specific and compelling justifications as to why an extension is required. All extension requests must contain:

- Grant Program, fiscal year, and award number
- Reason for delay—this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline
- Current status of the activity/activities
- Approved period of performance termination date and new project completion date
- Amount of funds drawn down to date
- Remaining available funds, both federal and non-federal
- Budget outlining how remaining federal and non-federal funds will be expended
- Plan for completion, including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion
- Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA

3. Requirements for Period of Performance Extension Consideration

To be eligible for consideration, recipients must submit extension requests via FEMA GO. Recipients generally can submit requests at least 60 days prior to the end of the award's period of performance. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and typically grants them for no more than a six-month period. FEMA will grant extension requests only due to compelling legal, policy, or operational challenges. The review process can take up to 30 days or longer. Applicants should factor this review period into the timing of when to submit a request for an extension.

Example: Recipients may request an extension when an equipment order was placed during the period of performance but factors beyond the recipients' control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing period of performance; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other extenuating circumstances warrant a brief extension.

4. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

5. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must

have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and § 200.320.

a. Important Changes to Procurement Standards in 2 C.F.R. Part 200

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(iv). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award.

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.13.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This

rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a

relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

iii. General Services Administration Schedules

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

iv. Other Supply Schedules and Programs

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express

purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Program Analyst.

d. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:
- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

6. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the recipient is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate proposals, cost allocation plans, or other rate computations records, the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Canceled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their

expenditures questioned and subsequently disallowed.

7. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds;

and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

8. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements."

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

Appendix A – FY 2020 AFG Program Updates

Appendix A contains a brief list of changes between FY 2019 and FY 2020 to the AFG Program.

New for FY 2020

The FY 2020 AFG Program NOFO contains some changes to definitions, descriptions and priority categories. Changes to the FY 2020 AFG Program NOFO include:

- Under sections D – Application and Submission Information, E – Application Review Information, F – Federal Award Administration Information, G – DHS Awarding Agency Contact and Resource Information, and H – Additional Information:
  - Various grants management changes due to recent OMB revisions to 2 C.F.R., particularly regarding SAM registration, performance measures, procurement, closeout, and termination

- Under Federal Award Information:
  - Period of performance for AFG Program awards is 24 months

- Under Supporting Definitions:
  - Paid on-call/Stipend departments are added to the definition of Combination Fire Department

- Under Application Tips:
  - Explanation of AFG Program-approved seated riding positions was added

- Under Training Activity:
  - Rental of Audio/Visual equipment was added as eligible activity

- Under Operations and Safety Activity:
  - Radio over Internet Protocol (Rip) communication equipment was added as a Medium Priority
  - Integrated thermal imaging cameras were added under ineligible list under PPE category

- Under Modifications to Facility Activity:
  - Intruder alerting systems and deployment notification systems were added as ineligible

- Under Regional Applications:
  - Guidance requiring purchases from same vendor added

- Under EHP
  - Updated process for EHP added

- Under Award Administration Information (Appendix C):
  - Updated process for Economic Hardship Waiver added
  - Excess Funds Restrictions specifies High Priority items as eligible under this option
  - Updated instruction on supporting documentation is added for advance and reimbursement payment request

Appendix B –Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

A. Ineligible Applications and/or Organizations

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG Program eligibility. If two or more organizations share facilities and each submits an application in the same program area (i.e., Equipment, Modify Facilities, PPE, Training, and Wellness and Fitness Programs), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- Although fire departments and nonaffiliated EMS organizations may share some common program priorities, there are some restricted activities for nonaffiliated EMS organizations; nonaffiliated EMS organizations are not eligible to request any activity that is specific or unique to structural/proximity/wildland firefighting gear.
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
  - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organizations are not eligible to apply as a nonaffiliated EMS organization.
- Auxiliaries, hospitals or fire service associations or interest organizations that are not the AHJ over the applicant.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229(a), (c).
- If an applicant submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Operations and Safety activity for SCBA), both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications for exactly the same type of vehicle) during the same application period, both applications may be disqualified.
  - This is different from when where an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g.,

multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request the same activity as long as the application clearly states which costs under the activity (including quantities if applicable) is for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

- Eligible applicants may submit only one application for each activity (Operations and Safety or Regional) but may submit for multiple projects within each activity. Under the Vehicle Activity, applicants may submit one application for vehicles for their department and one separate application for a Regional vehicle (the same vehicle may not be requested for both purposes). All submissions of duplicate applications may be disqualified.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.

B. Supporting Definitions for this NOFO

AHJ is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms, (Per NFPA 1710 – 2016 edition and NFPA 1720 – 2014).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend on a per event basis, or paid on-call, to be a combination fire department.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 edition and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2014 Edition).

Metro Department is a metropolitan fire department that has a minimum staffing of 350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due is a geographic area surrounding a fire station in which a company from

that station is projected to be first to arrive on the scene of an incident. NFPA 1710; 3.3.28. https://www.nfpa.org/Codes-and-Standards/All-Codes-and- Standards/Free-access.

Volunteer fire department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

C. Community Classifications

The information the applicant organization supplies in Department Characteristics I and II of the AFG Program application determines whether the jurisdiction is identified by FEMA as urban, suburban, or rural. The community classification will determine the funding priority.

The US Census Bureau's urban-rural classifications are fundamentally a delineation of geographical areas. For more information, please visit https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html.

FY 2020 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000 + population	1,000-2,999/sq. mi. or 25,000-50,000 population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrant
Land Use within primary first due response area	<25% for agriculture (based on zoning) industrial and commercial combined >50%	25-49% used for agriculture (based on zoning) industrial and commercial combined >25%-49%	50% used for agriculture (based on zoning) industrial and commercial combined <25%
Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

D. Application Tips

The following information may be useful when preparing a competitive application:

- NFPA – "FREE ACCESS" - As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit: http://www.nfpa.org/freeaccess.

- Regional Applicants are eligible to only apply for Training, Equipment, and/or PPE within Operations and Safety, and Vehicle Acquisition, and Wellness & Fitness.
- SFTA Applicants are only eligible to apply for Equipment, and/or PPE within Operations and Safety, and Vehicle Acquisition.
- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will impact or be included in the host organization's funding limitations.
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the fire department application for a vehicle. Be sure to select the appropriate applicant type when applying.
- Fire Departments or nonaffiliated EMS organizations that are part of a larger organization with a broader scope should apply through the larger organization to avoid limiting eligible activities. For example, a rescue squad that periodically participates in structural firefighting and that belongs to a county fire and rescue agency should apply through the county for structural PPE; in other words, the county should apply on behalf of the rescue squad.
- FEMA recognizes the number of seated riding positions in front line apparatus as a reasonable measurement of the quantity of PPE or relevant equipment (radios, etc.) to be funded. Exceptions to the front-line seated riding position count may be considered by FEMA if compelling need to include seated riding positions in reserve apparatus can be demonstrated and justified. Applicants that seek to include reserve apparatus seated riding positions in the total seated riding position count must submit a justification narrative.

E. Restrictions on Use of Award Funds

- No AFG Program funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workers' compensation, pension, or retirement plans) for any personnel.
- Documented back fill and/or overtime/lost wages costs to support awarded training activities are allowable personnel expenses.
- Instructor's rates/base rates should be provided as part of the application narrative, as well as the market researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an existing member(s) of the recipient's organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.
- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization's SCBA cylinders using a grant funded compressor, or cleaning another organization's turnout gear, or offering excess capacity training opportunities (if recipients choose to include costs associated with shared benefit [e.g., backfill, overtime, tuition] for members outside of their department, they must apply as a Regional application).
- Under the Operations and Safety Activity, when requesting additional funding in the request detail section of an application, items being requested may only be from that same Activity's area. Furthermore, improperly requesting a grant award for an

activity that is not an Operations and Safety Activity may disqualify the request, for example:

- Do not request a cascade system under PPE (cascade systems are classified as equipment).
- Do not request Rapid Intervention Team (RIT) packs under PPE (RIT packs are classified as equipment).
- Do not request a Personal Safety/Rescue Bailout System under equipment (a Personal Safety/Rescue Bailout System is classified as PPE).

F. Funding Priorities

I. Operations and Safety – Training Overview

FEMA has determined that hands-on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

All of the following are considerations in pre-scoring and peer review determinations: HIGH (H), MEDIUM (M), LOW (L)

Fire Department and Regional Training Priorities by Purpose	
H	• Training evaluated using national or state standards
H	• Training that brings a department into compliance with recommended NFPA or other national standards
H	• Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency
H	• Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	• Training that does not result in certification
M	• Training that is self-directed/validated
L	• Training that will address an identified risk however it is not associated with compliance to any standards

Fire Department and Regional Training Priorities by Course Type				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
NFPA 1001 (firefighter I, II)	1001	H	H	H
NFPA (instructor)	1041	H	H	H
NFPA 472 (Hazmat operations)	472/1072	H	H	H
NFPA 1581(infection control)	1581	H	H	H
Confined space (awareness)	1670	H	H	H
Wildland firefighting (basic)	1143	H	H	H
Wildland firefighting certification (red card)	1051/1143	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid intervention training	1407	H	H	H
NFPA (officer)	1021	H	H	H
Emergency Medical Responder		H	H	H
Firefighter safety and survival	1407	H	H	H
Safety officer	1521	H	H	H
Driver/operator	1002	H	H	H

Fire Department and Regional Training Priorities				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Fire prevention	1037/1730	H	H	H
Fire inspector	1031	H	H	H
Fire investigator	1033	H	H	H
Fire educator	1035	H	H	H
NIMS/Incident Command System (ICS)	1561	H	H	H
Emergency scene rehab	1584	H	H	H
Critical Incident debriefing/Crisis Intervention	1500/1583	H	H	H
Any training to a National/State or NFPA standards		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Compliance with federal/state-mandated program		H	H	H
Rescue Technician	1006/1670	H	H	H
Emergency Medical Technician		H	H	H
Advanced Emergency Medical to Paramedic		H	H	H
Paramedic to Community Paramedic		H	H	H
Vehicle rescue	1670	H	H	H
Another officer	1021	H	H	M
NFPA [Aircraft Rescue Firefighting (ARFF)]	1003/402	H	H	M
Weapons of Mass Destruction (WMD)	472/1072	H	H	H
Mass casualty		H	H	H
Hazmat (technician)	472/1072	H	H	H
Training to address a local risk not elevated to a national or state		M	M	M
Specialized Training		M	M	M
Maritime Firefighting	1405/1925/1005	L	L	L
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to meet the educational and performance requirements of fire departments and nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration (NHTSA), which designs and specifies a National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to EMT.
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic.
- Organizations seeking to train Community Paramedics: Organizations seeking to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity.

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (mileage, hotel, and lodging expenses) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses	• Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Those supplies or expendables for one time- use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) for training programs cannot exceed $50,000 for Operation and Safety requests. This does not apply to SFTA requests

Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Construction of facilities(buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.)	• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi- permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities is an ineligible and non-reimbursable Training activity • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages

Eligible Nonaffiliated EMS Training Activities include but are not limited to:	
• EMR • EMT • Advanced EMT (AEMT) • AEMT to Paramedic • Paramedic (Applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (Paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference (air/rail transportation, mileage, hotel/lodging expenses), Note: Food and beverages are ineligible travel expenses	• Attendance at formal training forums or conferences providing continuing education credits, etc. • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Supplies or expendables or one- time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work. Examples include bandages, splints, expendable respiratory supplies, etc.

II. Operations and Safety - Equipment Overview

AFG Program grants fund equipment for effective response, firefighting, rescue, and emergency medical operations to enhance the public safety.

Requests to replace obsolete or damaged equipment should enable the applicant to meet a consensus standard (e.g., a personal SCBA face piece for every operational member of an organization).

Reminder: When requesting training for any items in this section, enter the request under "Other" within "Additional Funding" in the "Request Details" section of the application. Make sure to identify the type and scope of training, time frame, etc. in the explanation section of additional funds. Training must be specific to the use of the equipment (i.e., vendor training) and not duplicative of courses listed under the Training activity.

NOTE:

- Accountability systems are located under equipment activity.
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the equipment activity.

All of the following are considerations in pre-scoring and peer review determinations:

NOTE: Equipment product lifecycles are assigned an age category of Short (5- 7 years), Intermediate (8-14 years), or Long (15-20 years). These age categories are used to compare like types of equipment of a similar age category. Under this system, an item that should have a useful life of 10 years is only compared against other items that have a similar lifecycle. An application does not score higher or lower based on the product lifecycle of an item. It only serves to ensure a more even scoring of equipment based on type.

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA
H	Long	Appliance(s)/Nozzle(s)/ Foam Educators	Appliance(s)/Nozzle(s)/ Foam Educators
H	Long	Basic Hand Tools (Structural/Wildland)	Basic Hand Tools (Structural/Wildland)
H	Intermediate	Electric/Gas Powered Saws/Tools	Electric/Gas Powered Saws/Tools
H	Short	Fit Tester	Fit Tester

Priority	Age Category	Fire and Fire Regional	SFTA
H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Imminently Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment
H	Immediate	IDLH Protection for Investigators (This is single-use respiratory protection)	
H	Long	Ladders	Ladders
H	Short	Personal Accountability Systems	Personal Accountability Systems
H	Intermediate	PPE Washer/Extractor/Dryer	PPE Washer/Extractor/Dryer
H M	Intermediate	Props: For Fire Department applicants: M For Regional Applicants: H	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
H	Intermediate	Ropes, Harnesses, Carabiners, Pulleys, etc.	Ropes, Harnesses, Carabiners, Pulleys, etc.
H M	Short	Simulators - M	Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
H	Short	Software and LMS to support training	Software and LMS to support training
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Headsets	Headsets
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P- 25 compliant)	Mobile Repeaters (must be P-25 compliant)
H Rural	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)

Priority	Age Category	Fire and Fire Regional	SFTA
H	Intermediate	Portable Radios (must be P-25 compliant, limited to number of AFG approved seated positions)	Portable Radios (must be P-25 compliant, limited to number of AFG approved seated positions)
M	Intermediate	Mobile Data Terminal (MDT)	MDT
M Urban/Sub-urban	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
M	Short	Cell phones/carrier plans/software specifically to enable RoIP	Cell phones/carrier plans/software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic Chest Compression Device (CPR)
H	Short	EMS Training Aids	EMS Training Aids
H	Short	EMS/Rescue Equipment	EMS/Rescue Equipment
H	Short	Monitor/Defibrillator – 15 leads	Monitor/Defibrillator – 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
EXTRICATION			
H	Intermediate	Cutter/Spreader	Cutter/Spreader
H	Intermediate	Vehicle Extrication Equipment	Vehicle Extrication Equipment
HAZARDOUS MATERIALS (Hazmat)			
M	Intermediate	Basic Hazmat Response Equipment	Basic Hazmat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (Hazmat)	Sampling Devices (Hazmat)

Priority	Age Category	Fire and Fire Regional	SFTA
SPECIALIZED			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
CBRNE EQUIPMENT			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
H	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department

Priority	Age Category	EMS	EMS Regional
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)

Priority	Age Category	EMS	EMS Regional
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)
M	Intermediate	MDT	MDT
M	Intermediate	Headsets	Headsets
M	Short	Cell phones/carrier plans/software specifically to enable RoIP	Cell phones/carrier plans/software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non- Disposable)	Airway Equipment (Non-Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic Chest Compression Device (CPR)
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction	Suction
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)

Priority	Age Category	EMS	EMS Regional
HAZ-MAT			
M	Intermediate	Basic Hazmat Response Equipment	Basic Hazmat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority		**Definition**
H	Obtain equipment to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standard for a department's existing mission requirements. The AFG Program will only fund basic equipment not listed in NFPA 1901/1906 chapters 1 to 28.
H	Replace unusable/unrepairable equipment to meet current standard	Applies to equipment that is no longer usable because it is broken and/or damaged beyond repair. Replacement equipment requested under a grant must meet the most current and appropriate standards for that type of equipment.
H	Replace non-compliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
M	Obtain equipment for new mission	Applies to requests for equipment supplies or inventories that are intended to fulfill minimum services requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new hazmat capability or Swift Water Rescue capability.
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.

Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities
• Equipment that has a direct effect on firefighters' health and safety • Age of equipment considered for replacement • Equipment that operationally benefits other jurisdictions • Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like OSHA)

Eligible Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Activities include but are not limited to:	
• Shipping, taxes, assembly and installation of the requested equipment • Extended warranties and service agreements if acquired concurrent with initial acquisition • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Equipment activities (e.g., removal /construction of a non-weight bearing wall) • Equipment for response to incidents involving CBRNE/WMD	• Training specific to the requested equipment • Requested support activities for Equipment requiring supplies or expendables or "onetime" use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training

Ineligible Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Activities include but are not limited to:	
• Construction of facilities, such as buildings, towers, sheds to house communications • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) • Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including, but not limited to medications)	• Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • UAVs and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle if justified) • Those supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase

IMPORTANT: The only eligible AFG Program activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable.
- There are no waivers for P-25 waivers compliance. All recipients awarded activities with emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- The technical specifications for FY 2018 SAFECOM Guidance on Emergency Communications Grants is available at https://www.dhs.gov/safecom/blog/2018/05/16/release-fy-2018-safecom-guidance-emergency-communications-grants.
  It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and passed all the applicable P-25

requirements and the recipient shall be able to produce such documentation to FEMA upon request.

- AFG Program applicants are not required to identify a specific P-25-compliant product in their application narrative, but they must affirm that the interoperable communications equipment requested or acquired will be P-25 compliant.

Note: Recipients using FY2020 AFG Program funds to support emergency communications activities should review and comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Communication equipment (e.g., portable radios) would be included in this standard. Recipients investing in emergency communications must ensure their projects support the Statewide Communications Interoperability Plan (SCIP) for their state.

III. Operations and Safety - Personal Protective Equipment (PPE) Overview

AFG Program funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1976, 1977, 1981, and 1999, are eligible activities. The acquisition of used, refurbished or updated PPE will be ineligible for reimbursement.

PPE requested should have the goal of increasing firefighter safety. When requesting to replace noncompliant or inoperable/unusable/unrepairable PPE (e.g., Turnout Gear and SCBA), applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory must be accurately described and accounted for in the application narrative.

Based in part on NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered noncompliant, the items must be a minimum of 2 NFPA cycles and 10 years of age or older from the date they were manufactured.

Training for requested PPE

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).
- If applicants are requesting training to support a PPE activity, it must be entered in the "Additional Funding" section within the "Request Details" section of the application.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is High H Priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit,

that request should be entered as a separate request line item and will not be considered a request "to increase supplies" (e.g., the applicant has the need for 35 Face Pieces, and requested 25 SCBA Units, applicants should separately request 10 additional Face Pieces).

- FEMA considers a complete set of Structural/Proximity PPE Turnout Gear to be comprised of these NFPA 1971 or 1976 compliant components: one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, and one pair of suspenders, one pair of goggles. In the AHJ where additional PPE such as a Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.
- FEMA considers a complete set of EMS PPE Turnout Gear to be comprised of these NFPA 1999 compliant components: one pair of pants, one coat, one helmet, one pair of boots, one pair of gloves, one pair of suspenders and one pair of goggles.
- FEMA considers a complete set of Wildland PPE Turnout Gear to be comprised of these NFPA 1977 compliant components: one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack and canteen/hydration system. (**Note: funding is limited to (1) set of PPE Turnout Gear per person.**)
- FEMA considers a complete SCBA unit to be comprised of a harness/backpack, one face piece and two cylinders. The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	**Activity**	**Definitions**
H	Replace unusable/unrepairable PPE to meet current standard	Applies to PPE-Turnout Gear that is no longer usable because it is broken and/or damaged beyond repair. (This turnout gear is out-of-service and not being worn by emergency responders.) All PPE-Turnout gear requested under a grant must meet the appropriate standards for PPE-Turnout Gear. Departments requesting entire inventory replacement under this purpose will be required to provide documentation to validate inventory condition.
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA)	Applies to PPE-Turnout Gear for new firefighters (i.e. new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear.

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
M	Replace noncompliant PPE to current standard	Applies to PPE-Turnout Gear that is deemed obsolete and/or is out of compliance with current standards for PPE-Turnout Gear. PPE-Turnout Gear to be replaced, it has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.

Fire Department, Nonaffiliated EMS, Regional, and SFTA SCBA Priorities	
H	**Note:** FEMA considers SCBA (PPE) noncompliant if it is a minimum of two NFPA cycles and 10 years of age or older, from the date of manufacture. • Replace unusable or unrepairable equipment to current standard, NFPA 1981, 2002 Edition or prior. (These SCBA(s) are out-of-service and not being used by emergency responders). • Increase supply for new hires and/or existing firefighters that do not have one set of SCBA for allocated seated positions. • Funding every operational member with their own individual face piece.
M	• Replace noncompliant PPE to upgrade technology.

Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA SCBA Priorities
• Applicants will be required to provide the age of the PPE being replaced. • Priority of the requested PPE is a factor. • Call volume can contribute to the justification for new risk. • Applicants with the oldest PPE and/or trying to bring the department into 100 percent NFPA compliance or the number of active members who will have compliant gear.

PPE List	
Structural/Proximity - H	
• American National Standards Institute (ANSI) Traffic Vests • Boots • Coats • Complete Set of Turnout Gear • Gloves • Goggles	• Helmets • Hoods • Pants • Pass Devices • Personal Safety/Rescue Bailout System • Suspenders

PPE List	
Respiratory - H	
• Air-Line Unit • Face Pieces • Respirators	• SCBA Spare Cylinders • SCBA (SCBA Unit includes: Harness/Backpack, Face Piece, and2 cylinders)
Wildland - H	
• Jumpsuits/Coveralls • Boots • Coats • Pants • Suspenders	• Goggles • Shelters • Web Gear/Backpacks • Canteens/Hydration Systems • Helmets • Hoods
Specialized PPE - M	
• Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suits (Must conform to NFPA 2012 edition) • Encapsulated Suits	• Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits

Eligible Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA PPE Activities include but are not limited to:	
• ANSI approved retro-reflective highway apparel • Training for requested PPE	• Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System

Ineligible Fire Department, Nonaffiliated EMS, Regional and SFTA PPE Activities include but are not limited to:	
• Three-quarter length rubber boots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • Rapid Intervention Packs • Gear Bags • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations • Food and beverages • Integrated thermal imaging cameras (TIC) with heads-up display **Note:** Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set	• Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildland firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE Turnout Gear per person • Equipment rental or lease to purchase

IV. Operations and Safety - Wellness and Fitness Overview

Wellness and Fitness activities are intended to strengthen emergency responders so that their mental, physical, and emotional capabilities are resilient enough to withstand the demands of all hazardous operations. In order to be eligible for funding, applicants must offer, or plan to offer, all five of the following Priority 1 activities as discussed in the table below.

Note: The AFG Program has added cancer screening programs as an eligible item.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities
Priority 1 - Below are the five activities required for a complete Wellness and Fitness program. • Initial medical exams • Job-related immunization • Annual medical and fitness evaluation • Behavioral health • Cancer Screening Program to meet NFPA 1582 NOTE: Applicants are encouraged to review NFPA 1583 for guidance on the minimum requirements for the development, implementation and management of a health-related fitness program. **Priority 2 -** Applicants may only apply for Priority 2 Items if the applicant offers or is requesting a combination of the five activities required under Priority 1.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

- Candidate physical ability evaluation.
- Injury/illness rehab.
- Formal fitness, injury prevention.
- International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program, (including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train- the-Trainer for IAFC/IAFF and implementation of a peer fitness trainer programs). Core components included in a firefighter fitness assessment include:
    - Aerobic Capacity
    - Body Composition
    - Muscular Strength
    - Muscular Endurance, and
    - Flexibility

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within this activity. In addition, for all AFG Programs, all grant-funded physicals (except those for explorers) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at https://www.fstaresearch.org/roadmap.

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the five Priority 1 activities. Applicants should review Health Related Fitness Programs as outlined in NFPA 1583 which is summarized below.

NFPA 1583 Standards on Health-Related Fitness Programs for Fire Department Members

Scope. This standard establishes the minimum requirements for the development, implementation, and management of a health-related fitness program (HRFP) for members of the fire department involved in emergency operations.

Purpose.

The purpose of this standard is to provide the minimum requirements for a health- related fitness program for fire department members that enhances the members' ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

This document is intended to help fire departments develop a health-related fitness program for fire department members that requires mandatory participation but is not punitive.

This document is not intended to establish physical performance criteria.

Eligible Fire Department and Nonaffiliated EMS Wellness and Fitness activities include but are not limited to:	
• The five Priority 1 items, initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health and cancer screening. • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs or Employee Assistance Programs. • Transportation expenses related to a member's participation in offered Wellness and Fitness activities.	• Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities. • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/ construction of a non-weight bearing wall), will require EHP review.

Ineligible Fire Department and Nonaffiliated EMS Wellness and Fitness activities include but are not limited to:	
• Fitness club memberships for participants or their families. • Non-cash incentives, (e.g., t-shirts or hats of nominal value and vouchers to local businesses or time-off). • Purchase of real estate. • Cash incentives. • Food and beverages	• Purchase of medical equipment that is not used as part of the Wellness and Fitness program. • Contractual services for non-medical and/or non-licensed professionals for programs such as smoking cessation. • Subscriptions and memberships.

V. Operations and Safety - Modifications to Facilities Overview

AFG Program funds may be used to modify fire stations and other facilities. New fire station construction is not eligible.

Eligible activities include source capturing exhaust, sprinkler, carbon monoxide alarms or smoke/fire detection systems – only for these types of systems and not multi-purpose systems that encompass ineligible features as described below.

All changes to facilities including major or minor modifications and equipment installations require EHP review.

The benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support Training, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall).

In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are an AFG High H Priority item for vehicle exhaust mitigation under Modification to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly, via a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structure's footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed $100,000 (Total Project Cost(s)) for any individual station. Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

Note: Vehicle Mounted Exhaust Systems are now listed as a "medium" priority in the equipment activity.

All of the following are considerations in pre-scoring and peer review determinations:

Eligible Fire Department and Nonaffiliated EMS Modifications to Facilities Priorities include but are not limited to:	
H	• Departments requesting source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi-purpose systems that encompass ineligible features as described below
M	• Emergency generators, Air Quality Systems (AQSs) **Note:** AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems

Ineligible Fire Department and Nonaffiliated EMS Modifications to Facilities activities include but are not limited to:	
• Station maintenance • Resurfacing bay floors • Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features	• Interior remodeling not pertaining to the requested project(s) • Food and beverages

Facility Considerations
H Staffed
H Facilities with sleeping quarters
M Facilities without sleeping quarters M Part-time or selected coverage
L Not on a regular basis
L Training facilities and marine fire facilities

G. Regional Applications

Overview

A Regional application is an opportunity for a Fire Department or a Nonaffiliated EMS (NAEMS) organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG Program eligible organizations (a NAEMS organization who is a host regional applicant can only host other NAEMS organizations). A Fire Department that serves as host regional applicant can apply on behalf of other eligible fire departments and NAEMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition and Operations and Safety (but only for Training, Equipment, Wellness and Fitness, and PPE activities). Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city or village) directly from the activities implemented with the grant funds. To align with the stated program objective of fostering interoperability (see Section A), departments and agencies party to regional applications must use the same vendor.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due response areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any AFG Program activity (Vehicle Acquisition or Operations and Safety) however, it cannot be for the same item. For example, a department cannot apply for PPE under its own organization and participate in a regional PPE application.

In the application narrative, a Regional host must include a list of all the AFG Program eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's EIN, and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets, and all reporting requirements in the regional application.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories)

of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a MOU or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participant's level of involvement in the project(s), the participating partner's EIN numbers, and the proposed distribution of all grant funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible AFG Program organization and must be a party to the MOU or equivalent document.

H. Vehicle Acquisition

Overview

Vehicles purchased with AFG Program funds must be compliant with NFPA 1901 (Standard for Automotive Fire Apparatus), NFPA 1906 (Standard for Wildland Fire Apparatus), or NFPA 1917 or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/wildland firefighting equipment); consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate narrative for each vehicle. For example, if applicants are requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN number is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the "Vehicle Acquisition" section but must add the request in the "Additional Funding" area in the "Request Details" section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement.
The pre-score evaluation criteria consider the department's need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization. ***All of the following are considerations in pre-scoring and peer review determinations:***

Eligible Fire Department, and SFTA Vehicle activities include but are not limited to the following Vehicle Priorities:			
Priority	**Urban Communities**	**Suburban Communities**	**Rural Communities**
H	• Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger	• Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush	• Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint

Eligible Fire Department, and SFTA Vehicle activities include but are not limited to the following Vehicle Priorities:			
M	• Command/Mobile Communications Vehicle • Hazmat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazmat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium, or Heavy
L	• ARFF • Foam Truck • Fire Rescue/Boat • Highway Safety Unit • Hybrid (i.e. Transport Engine) • Tanker/Tender	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e. Transport Engine) • Fire Rescue/Boat	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e. Transport Engine) • Fire Rescue/Boat • Rehab Unit

Eligible Regional Vehicle activities for Fire Departments (ALL Community Types)	
H	• Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/Healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or Heavy • Tow Vehicle (Applied for under equipment)
M	• Highway Safety Unit
L	• Hazardous Materials Unit • Foam Truck

Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle activities	
H	• Ambulances • Bariatric Ambulance • Non-Transport EMS (Community Paramedic/Healthcare)

Compliance with Standards
• Ambulances must comply with NFPA 1917, Edition 2016, or GSA Federal Standard KKK- A-1822F • Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant. Acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity • Applicants should consider adopting the principles of Traffic Incident Management Systems. The USFA report on TIMS can be found at https://www.usfa.fema.gov/downloads/pdf/publications/fa_330.pdf. • New fire apparatus must be compliant with NFPA 1901 or 1906 for the year ordered/manufactured

Additional Considerations (to include, but not limited to)
• Age and mileage of the vehicle being replaced; older equipment receives higher consideration • Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced • Average age of the fleet; older equipment within the same class • Call volume of primary first due response area or region • Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both. A converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight (GVW) • Vehicles on loan to the organization in the application narrative but not in the organization's inventory • Damaged vehicles and out of service vehicles in the organization's inventory • Replacement of open cab/jump seat configurations

IMPORTANT

Upon accepting an offer of an award for Vehicle Acquisition under the AFG Program, grant recipients must submit a copy of their vehicle purchase contract to the designated Regional FPS or Program Analyst. To locate Regional FPSs or Program Analyst, please visit https://www.fema.gov/fire-grant-contact-information.

Applicants will be asked to scan document(s) into a PDF format and email them to the Regional FPS for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the Improper Payments Eliminations and Recovery Act of 2012 (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be

unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment.
- Submit an amendment requesting a Period of Performance extension for the project.

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle or going out of business.

Prepayment Bond Required: AFG Program vehicle awardees are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

Penalty Clause Required: All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25 percent of the federal share to be drawn for this purpose.

Any costs over-and-above the 25 percent limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include, but not limited to: periodic or progress vehicle payments, loan payments, or the acquisition of NFPA 1901 compliant equipment for the awarded vehicle if they are being supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment, i.e. driver/operator training, physical exams for driver/operator, and NFPA 1901/1906 compliant equipment specific to the type of apparatus awarded.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

Vehicle Loans: Pursuant to 2 C.F.R. § 200.313(a)(2), recipients may not encumber AFG Program-funded equipment unless approved by FEMA. For example, recipients may not use a vehicle funded with AFG Program funds as collateral for any type of financial loan unless approved by FEMA.

Eligible Fire Department, Nonaffiliated EMS Organizations, Regional, and SFTA Vehicle activities include but are not limited to:	
• Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1901/1906	• Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent • Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production (if justified in the Vehicles narrative) **Note: Food and beverages are ineligible travel expenses**

Ineligible Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA Vehicle activities include but are not limited to:	
• Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, and construction- related equipment • Using the vehicle being awarded as collateral for any financial loan • Food and beverages	• UTVs and ATVs are not eligible • UAVs and Drones • Used or refurbished apparatus are ineligible activities under Vehicle Acquisition • Converted vehicles not originally designed for firefighting are not eligible for refurbishment

Example of vehicle types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute)
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker/Tender (an apparatus that has water capacity in excess of 1,000 gallons of water
- Quint Aerial (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- Quint (Fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- Aerial Ladder: Elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water

Unsafe Vehicles

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for any emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include. but are not limited to: a training facility (NO emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage or foreign donation.

Appendix C: Award Administration Information

1. *Appendix C contains detailed information on AFG Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).*

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email DHSOIGHOTLINE@dhs.gov.

I. Economic Hardship Waivers of Cost Share and Maintenance of Effort

In cases of demonstrated economic hardship, and upon the request of the recipient, the Administrator may waive or reduce an AFG Program cost share or MOE requirement for certain recipients. (15 U.S.C. § 2229(k)(4)(A)) As required by statute, the Administrator of FEMA established guidelines for determining what constitutes economic hardship and published these guidelines at FEMA's website:

https://www.fema.gov/media-library-data/1519836401291-5ab3e7fc3eaea15bea8a68b5638e892d/Eco_Hardship_Waiver_FPS_SAFER_AFG_IB_FINAL.pdf

The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive and Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in 'Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship' of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 will result in a denial of the waiver.

II. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. Fees payable on a contingency basis are not an eligible expense. For grant writer fees to be eligible as a pre-award expenditure, the fees must be specifically identified and listed within the "Request Details" section of the application. FEMA will only consider reimbursements for application preparation, not administration, up to, but not more than $1,500. Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded

grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or nonprocurement transactions pursuant to 2 C.F.R. § 180.300.

By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. In addition, in order to charge grant writer fees to the grant award, the fees must have been paid no later than 30 days after the end of the application period. The following documentation shall be provided to FEMA upon request:

i. A copy of the grant writer's contract for services
ii. A copy of the invoice or purchase order
iii. A copy of the canceled check (front and back)

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all applicants identify any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application.

III. Maintenance and Sustainment for AFG Programs

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

IV. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and is directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG application narrative, as well as the "Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Non-profit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit http://www.fcc.gov.*

V. Excess Funds

After completing the initial project's purpose in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive

procurement processes.

These cost-shared excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need.

Excess Funds Restrictions

In general, excess funds are limited to no more than $10,000 for any award. If you have any questions, contact the AFG Help Desk at 866-274-0960 or e-mail us at firegrants@fema.dhs.gov.

The $10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- Consistent with the funding priorities set by the panel of fire service professionals and stakeholders, excess funds are limited to the purchase of High Priority items only.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an Amendment.

Example: An award has a single activity (i.e., the acquisition of 50 SCBAs) that is reduced via Amendment. The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal funds resulting from the reduction in quantity is *not allowable* as excess funds.

- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.

Exceptions to the $10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

VI. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. AFG Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon

immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances
Recipients shall be paid in advance, provided they maintain, or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance AFG Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the *Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. Part 200 and the *Cash Management Improvement Act* (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

Reimbursement
Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of AFG Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a cancelled check or credit card transaction, and a final invoice(s) in each reimbursement AFG Program payment/drawdown request.

Rebates
Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds *may* generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share *prior* to the rebate, then the recipient *may* have minimum excess funds equal to the difference

between the original Cost Share less the rebate adjusted Cost Share.

Payment Requests During Closeout
A recipient may only submit reimbursement payment requests up to 120 days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance; FEMA may request documentation supporting the reimbursement for review at any time.

Amendments
FEMA may approve AFG Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval [pre-award], closeout issues, and some excess funds requests;
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG Program goals and objectives.

NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

VII. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. § 200.313. With the exception of state

governments, when original or replacement equipment acquired under an AFG Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional FPS or the AFG Help Desk prior to the disposition of AFG Program-funded equipment, to include vehicles.

Appendix D: Award Administration Information

In accordance with the Office of Management and Budget's guidance located at 2 CFR part 200, all applicable Federal laws, and relevant Executive guidance, the DHS will review and consider applications for funding pursuant to this notice of funding opportunity in accordance with the:

- President's September 2, 2020 memorandum, entitled Memorandum on Reviewing Funding to State and Local Government Recipients of Federal Funds that Are Permitting Anarchy, Violence, and Destruction in American Cities;

- Executive Order on Combating Race and Sex Stereotyping (E.O. 13950);

- Executive Order on Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence (E.O. 13933); and

- Guidance for Grants and Agreements in Title 2, Code of Federal Regulations (2 CFR), as updated in the Federal Register's 85 FR 49506 on August 13, 2020, particularly on:

    - Selecting recipients most likely to be successful in delivering results based on the program objectives through an objective process of evaluating Federal award applications (2 CFR part 200.205),
    - Prohibiting the purchase of certain telecommunication and video surveillance services or equipment in alignment with section 889 of the National Defense Authorization Act of 2019 (Pub. L. No. 115—232) (2 CFR part 200.216),
    - Promoting the freedom of speech and religious liberty in alignment with Promoting Free Speech and Religious Liberty (E.O. 13798) and Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities (E.O. 13864) (§§ 200.300, 200.303, 200.339, and 200.341),
    - Providing a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States (2 CFR part 200.322), and
    - Terminating agreements in whole or in part to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities (2 CFR part 200.340).

Town Council Meeting

Date:	02/02/2021
Agenda Item #:	6. H.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1594 Amending the FY 2020-2021 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts herein; Repealing all Prior Ordinances and Actions in Conflict herewith; and Providing for an Effective Date.**

DESCRIPTION:

The Town Charter requires that when budgets are amended, that the amendment be by ordinance. This budget amendment addresses several items discussed below.

Landscape Fund

Staff has been working with Lakefront businesses to increase or add lighting to the Lakefront lighting program. This budget amendment is to reflect the funds received from businesses and EDC to participate in this program and increase costs for the installation of lights.

Wynnfield HOA share of the screening wall was planned in FY 2020 but the project did not start until FY 2021. The HOA's share is being reflected in this budget amendment for FY 2021.

PEG Fund

The marketing offices were budgeted in FY 2020 for remodel and funded from PEG funds. The request for additional $20,000 reflects FF&E and other costs associated with the remodel of these offices. This will close out this project.

Special Revenue Fund

The police offices remodel came from the General Fund in FY 2020. However, IT hardware is required to support the infrastructure and bandwidth. Finance is recommending using the Court Technology funds to support the additional costs associated with the remodel for police. The

budget amendment reflects $8,000 from this special dedicated funding source.

To mitigate risk, Police is requesting the body cam software to be placed in the cloud. The additional costs associated with this license has added $65,450 that was not allocated in the Police budget for FY 2021. Finance is recommending the use of the Child Safety dedicated funds that allows this funding to be used for police equipment.

Capital Improvement Fund

Increase in project costs associated with the special events center for a feasibility study is being required from capital recovery fees at a cost of $8,400. TxDOT Green Ribbon project requires the Town to fund the design and in order to move forward, the Town needs budget authority to do so. Staff recommends the funding for design of this project from the capital recovery fees.

BUDGET IMPACT:

See Budget Impact on Exhibit A attached to Ordinance No. 1594

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1594

Exhibit A Budget Amendment Support

ORDINANCE NO. 1594

AN ORDINANCE OF THE TOWN COUNCIL OF LITTLE ELM, TEXAS ("TOWN"), AUTHORIZING CERTAIN BUDGET AMENDMENT PERTAINING TO THE FISCAL YEAR 2020-2021 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is required by the Town Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the FY 2020-2021 Budget and submitted to the Town Council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the Town Charter requirements of the Town of Little Elm, Texas, in the year 2020-2021, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

SECTION 2. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this the 2nd day of February, 2021.

APPROVED:

_____
David Hillock
Mayor

ATTEST:

_____
Caitlan Biggs
Town Secretary

EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2020-2021
February 2, 2021

Landscape Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 681,705	$ 681,705	$ 803,397	$ 121,692
Total Revenue	**$ 681,705**	**$ 681,705**	**$ 803,397**	**$ 121,692**
Expenditures:				
Total Expenditures	$ 896,100	$ 1,528,202	$ 1,649,894	$ 121,692
Total Transfers Out	-	-	-	-
Total Expenditures	**$ 896,100**	**$ 1,528,202**	**$ 1,649,894**	**$ 121,692**

PEG Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 46,000	$ 46,000	$ 46,000	$ -
Total Revenue	**$ 46,000**	**$ 46,000**	**$ 46,000**	**$ -**
Expenditures:				
Total Expenditures	$ 50,000	$ 50,000	$ 30,000	$ (20,000)
Total Transfers Out	-	-	20,000	20,000
Total Expenditures	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ -**

Special Revenue Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 132,400	$ 132,400	$ 132,400	$ -
Total Revenue	**$ 132,400**	**$ 132,400**	**$ 132,400**	**$ -**
Expenditures:				
Total Expenditures	$ 63,490	$ 63,490	$ 128,940	$ 65,450
Total Transfers Out	-	-	8,000	8,000
Total Expenditures	**$ 63,490**	**$ 63,490**	**$ 136,940**	**$ 73,450**

Governmental CIP Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenue:				
All Revenue Sources	$ 6,790,000	$ 7,642,025	$ 7,670,025	$ 28,000
Total Revenue	**$ 6,790,000**	**$ 7,642,025**	**$ 7,670,025**	**$ 28,000**
Expenditures:				
General Government	$ 765,000	$ 831,625	$ 868,025	$ 36,400
Public Safety	-	-	-	-
Community Services	-	-	-	-
Streets/Signs/Signals	4,015,000	4,885,048	4,885,048	-
Culture and Recreation	3,040,000	6,540,796	6,660,796	120,000
Transfer Out	-	-		
Total Expenditures	**$ 7,820,000**	**$ 12,257,469**	**$ 12,413,869**	**$ 156,400**

Total Revenue	**$ 149,692**
Total Expenditures	**$ 351,542**
Net Effect All Funds	**$ (201,850)**

Town Council Meeting

Date:	02/02/2021
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 a Public Hearing, Present, Discuss, and Consider Action 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.**

DESCRIPTION:

At the January 5, 2021 Town Council meeting, Town Council directed the applicant to provide the following:

- More detailed information associated with the proposed elevations regarding materials and color pallets for garages along with additional details regarding exterior and interior finish materials.
- Additions to the proposed landscape plan providing additional tree plantings along the western boundary to mitigate visibility between Eldorado Parkway and the western facing garages.
- A POA document formed and executed for the property including language for shared use of dumpsters.

At the January 19, 2021 Town Council meeting, Council voted to continue the item to the February 2, 2021 Town Council meeting as the applicant had provided updated plans to staff but had not yet formed and executed the above mentioned POA document. At this time, the applicant is still in the process of forming and executing the POA document.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

In order to provide additional time for the applicant to form and execute a POA document for the subject property with shared use language, staff is requesting that this item be continued to the February 16, 2021 Town Council meeting.

Town Council Meeting

Date:	02/02/2021
Agenda Item #:	8. A.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

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AGENDA ITEM:

Present, Discuss, and Consider Action to Approve **Ordinance No. 1593 Ordering a General and Special Election to be held on May 1, 2021.**

DESCRIPTION:

The Town of Little Elm is ordering a general and special election to be held on May 1, 2021, for the following purposes:

- To elect a Mayor, for a three (3) year term;
- To elect a Town Council Member for Place 3, for a three (3) year term;
- To elect a Town Council Member for Place 5, for a two (2) year term;
- To consider reauthorization of the municipal sales and use tax for street maintenance, at the rate of one-fourth of one percent; and
- To consider four (4) ballot propositions for Town Charter amendments.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance 1593 - May 2021 Election Order

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1593

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ORDERING A GENERAL AND SPECIAL ELECTION TO BE HELD ON SATURDAY, MAY 1, 2021, FOR THE FOLLOWING PURPOSES: ELECT MAYOR FOR A THREE (3) YEAR TERM; ELECT ONE (1) TOWN COUNCIL MEMBER FROM PLACE 3 FOR A THREE (3) YEAR TERM; ELECT ONE (1) TOWN COUNCIL MEMBER FROM PLACE 5 FOR A TWO (2) YEAR TERM; VOTING "FOR" OR "AGAINST" THE REAUTHORIZATION OF THE MUNICIPAL SALES AND USE TAX FOR STREET MAINTENANCE AT THE RATE OF ONE-FOURTH OF ONE PERCENT, PURSUANT TO CHAPTER 327 OF THE TEXAS TAX CODE, AS AMENDED; AND VOTING "YES" OR "NO" ON FOUR PROPOSED HOME-RULE CHARTER AMENDMENTS; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICERS; PROVIDING FOR THE DESIGNATION OF THE PLACES AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING POLLING PLACES; PROVIDING FOR THE DESIGNATION OF THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY AND CONFLICTS CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Section 41.001 of the Texas Election Code, as amended, establishes Saturday, May 1, 2021, as a "uniform election date" for the purposes of conducting an election within the Town of Little Elm, Texas **("Town");** and

WHEREAS, the Town Council Member terms of office for Mayor, Place 3, and Place 5 will expire in May, 2021, and must be filled by general election; and

WHEREAS, in 2015, the Home Rule Charter of the Town of Little Elm, Texas ("**Town Charter**"), was amended to change the Town Council election system so that one Town-wide, at-large, position, is elected in every election year, which resulted in the election in May, 2021, providing for the Council Member elected in Place 5 to serve for a term of two (2) years until the election in May, 2023, after which time the Council Member elected in Place 5 shall serve a term of three (3) years from that election going forward; and

WHEREAS, as a result of the election system transitioning required by the 2015 Charter amendments, the Mayor shall be for a term of three (3) years, Place 3 shall be for a term of three (3) years, and Place 5 shall be for a term of two (2) years; and

WHEREAS, on May 6, 2017, the eligible voters of the Town previously approved the municipal sales and use tax for street maintenance as authorized by Chapter 327 of the Texas Tax Code, as amended; and

WHEREAS, Section 327.007 of the Texas Tax Code provides that the municipal sales and use tax for street maintenance expires on the fourth (4th) anniversary of the date the tax originally took effect, unless the tax is reauthorized by the eligible voters of the Town at an election called and held for that purpose; and

WHEREAS, the Town Council desires to call a special election for the purpose of reauthorizing the municipal sales and use tax for street maintenance, at the rate of one-fourth of one percent, pursuant to Chapter 327 of the Texas Tax Code, as amended; and

WHEREAS, the Town Council has determined to submit to the qualified voters of the Town, in a special election, propositions for the adoption or rejection of certain proposed amendments to the existing Home-Rule Charter of the Town of Little Elm, Texas ("**Town Charter**"), pursuant to Section 9.004(a) of the Texas Local Government Code; and

WHEREAS, the Town has entered into a Joint Election Agreement and Contract for Election Services **("Election Services Agreement")** with the Denton County Elections Administrator **("Elections Administrator")** for conducting the general and special election within the Town, which Election Services Agreement provides, among other things, that the Elections Administrator will conduct the general and special election for the Town; will appoint election judges, clerks, and other election personnel; will provide voting supplies and equipment; will conduct early voting; will count and provide election returns; and will designate early voting polling sites and Election Day voting sites for the Town.

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

Section 1. Findings.

The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct legislative findings and are adopted as part of this ordinance for all purposes.

Section 2. Election Order; Election Date; Purpose of Election.

A general and special election of the Town shall be held on May 1, 2021, between the hours of 7:00 a.m. and 7:00 p.m., at those Election Day voting sites as determined by the Elections Administrator, for the following purposes:

(1) To elect a Mayor, for a three (3) year term;
(2) To elect a Town Council Member for Place 3, for a three (3) year term;
(3) To elect a Town Council Member for Place 5, for a two (2) year term;
(4) To consider reauthorization of the municipal sales and use tax for street maintenance, at the rate of one-fourth of one percent; and
(5) To consider four (4) ballot propositions for Town Charter amendments.

Section 3. Candidate Filing Deadline.

Candidates for Mayor, Town Council Member for Place 3, and Town Council Member for Place 5, may file with the Town Secretary of the Town of Little Elm, Texas **("Town Secretary"),** for one of the three (3) places beginning on January 13, 2021, and until 5:00 p.m. on February 12, 2021. The last date and time for a write-in candidate shall be 5:00 p.m. on February 12, 2021.

Section 4. Proposed Town Charter Amendments.

At the election the following amendments to the Town Charter shall be submitted to the resident, qualified voters of the Town of Little Elm:

PROPOSITION NO. A

Shall Section 3.04 of the Town Charter be amended to increase the compensation to be paid to the Mayor and each Council Member for each regular or special meeting of the Town Council from $25 to $100 per meeting for the Mayor, and from $25 to $50 per meeting for each Council Member, with such increases to be effective June 1, 2021, with Section 3.04 to read as follows:

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 amount of $25.00 for each regular or special meeting of the Town Council attended. Beginning in June, 2021, however, the Mayor shall receive compensation in the amount of $100.00 for each regular or special meeting of the Town Council, and each Council Member shall receive compensation in the amount of $50.00 for each regular or special meeting of the Town Council.

PROPOSITION NO. B

Shall Section 8.07 of the Town Charter be amended to change the deadline for the Town Council to adopt an annual budget from September 15th of each fiscal year to September 30th of each fiscal year, with Section 8.07 to read as follows:

SECTION 8.07 FAILURE TO ADOPT ANNUAL BUDGET

If the Town Council fails to adopt the budget by the 30th of September, the amounts appropriated for the current fiscal year shall he 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 30th of the current fiscal year.

PROPOSITION NO. C

Shall Section 15.02(A) 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, with Section 15.02(A) to read 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 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.

PROPOSITION NO. D

Shall the Town Charter be amended by adding Section 10.5 to the Town Charter, which shall require the Town Council to adopt a strategic plan and review it at least once every two years, and provide that any changes to the strategic plan shall require five (5) affirmative votes, with Section 10.5 to read as follows:

SECTION 10.05 THE TOWN'S STRATEGIC PLAN

The Town Council shall enact, adopt, and maintain, by ordinance, a strategic plan that sets forth the Town's strategic vision, goals, and objectives. The Town Council shall review the strategic plan at least once every two years and re-adopt the strategic plan with those changes to the strategic plan, if any, determined by Town Council to be appropriate. Adoption of any changes to the strategic plan shall require at least five (5) affirmative votes of the Town Council.

Section 5. Voting System, Ballots.

Voting on the date of the election, and early voting therefore, shall be by the use of a lawfully approved voting system, as provided in the Election Services Agreement. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the election shall conform to the Texas Election Code, as amended, so as to permit the electors of the Town to vote for the Mayor, Town Council Member for Place 3, and Town Council Member Place 5; and so as to permit the electors of the Town to vote "For" or "Against" the reauthorization of the municipal sales and use tax for street maintenance, at the rate of one-fourth of one percent; and to vote "Yes" or "No" for the four (4) Town Charter propositions.. Said ballots shall have printed therein such provisions, markings, and language as may be required by law and as set forth by the Elections Administrator pursuant to the provisions of the Elections Services Agreement, and in substantially the following form and language:

GENERAL AND SPECIAL ELECTION
Town of Little Elm, Texas
May 1, 2021

OFFICIAL BALLOT

Mayor

_____
_____
_____

Council Member for Place 3

_____
_____
_____

Council Member for Place 5

_____
_____
_____

Street Maintenance Sales and Use Tax Ballot Proposition

FOR _____
AGAINST _____

The reauthorization of the local sales and use tax in the Town of Little Elm at the rate of one-fourth of one percent to continue providing revenue for maintenance and repair of municipal streets.

Town Charter Amendment Propositions

PROPOSITION NO. A

Shall Section 3.04 of the Town Charter be amended to increase the compensation to be paid to the Mayor and each Council Member for each regular or special meeting of the Town Council from $25 to $100 per meeting for the Mayor, and from $25 to $50 per meeting for each Council Member, with such increases to be effective June 1, 2021?

YES _____
NO _____

PROPOSITION NO. B

Shall Section 8.07 of the Town Charter be amended to change the deadline for the Town Council to adopt an annual budget from September 15th of each fiscal year to September 30th of each fiscal year?

YES _____
NO _____

PROPOSITION NO. C

Shall Section 15.02(A) 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?

YES _____
NO _____

PROPOSITION NO. D

Shall the Town Charter be amended by adding Section 10.5 to the Town Charter, which shall require the Town Council to adopt a strategic plan and review it at least once every two years, and provide that any changes to the strategic plan shall require at least five (5) affirmative votes?

YES _____
NO _____

Section 6. Election Precincts; Polling Places.

All election precincts, early voting polling sites and Election Day polling sites shall be determined by the Elections Administrator pursuant to the Election Services Agreement.

Section 7. Appointment of a Presiding Election Judge, and Alternate Presiding Election Judge; Notice of Appointment.

A Presiding Judge and Alternate Presiding Judge for all designated polling places shall be appointed by the Elections Administrator, pursuant to provisions of the Election Services Agreement, and in accordance with Section 32.009 of the Texas Election Code.

Section 8. Early Voting; Early Voting Polling Place(s).

Early voting shall commence in the Little Elm Community Center on April 19, 2021 (as well as at any other polling site(s) determined by the Elections Administrator pursuant

to the Election Services Agreement), and shall close on April 27, 2021. During the lawful early voting by personal appearance period (April 19, 2021, through April 27, 2021), the Town Secretary (or designated personnel of the Elections Administrator) shall keep such place(s) for early voting open for early voting by personal appearance schedule as follows:

April 19 – April 22	7:30 a.m. to 5:30 p.m.
April 23	7:30 a.m. to 11:30 a.m.
April 24	7:00 a.m. to 7:00 p.m.
April 25	11:00 a.m. to 4:00 p.m.
April 26-April 27	7:00 a.m. to 7:00 p.m.

Section 9. Election Compliance.

This election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In all Town elections, the Mayor, Town Secretary, or Town Council shall perform each act as is required to be performed, in connection with the holding and consummation of such election, and to give effect to the intent of this ordinance and all Town obligations as set forth in the Election Services Agreement.

Section 10. Voting Qualification; Voting Materials.

All registered, qualified voters of the Town shall be permitted to vote at the election. In addition, the election materials enumerated in the Texas Election Code, as amended, shall be printed in English and Spanish for use at the polling places and for early voting for the election.

Section 11. Compensation for Services.

The Presiding Election Judge, Alternate Presiding Judge, and each Election Clerk shall be compensated at the rate determined by the Elections Administrator, pursuant to the provisions of the Election Services Agreement.

Section 12. Notices.

The Town Secretary is hereby ordered and directed to give notice of the general and special election by:

(a) Publishing the notice of the election at least once, not more than thirty (30) days nor less than ten (10) days before the election in the official newspaper of the Town, or between April 1, 2021 and April 21, 2021;

(b) Filing with the Town Secretary a copy of the notice of the election;

(c) Posting a copy of the notice on the bulletin board used for posting notices of the meetings of the Town Council at least twenty-one (21) days before the election, by April 9, 2021; and

(d) Delivering notice of the election to the Denton County clerk not later than the 60th day before Election Day, or March 3, 2021.

The Town Secretary shall file with the Town Secretary a copy of the Publisher's Affidavit, which complies with the Texas Election Code, as amended, that the notice was published, with the name of the newspaper and the dates of publication.

Section 13. Run-Off Election.

In accordance with the State Constitution, the Texas Election Code, and the Charter, in the event that no candidate receives a majority of the votes for an office, there shall be a runoff election held on a date authorized by the Texas Election Code. If a run-off election becomes necessary it shall be ordered by the Mayor or Mayor Pro-tern not later than five (5) days after the canvassing of the returns of the general election, or as otherwise authorized by the Texas Election Code. The Town may, at its option, choose to conduct any runoff election in conjunction with the Denton County Elections administrator through the provisions of the Election Services Agreement.

Section 14. Severability Clause; Conflicts with Election Services Agreement.

If any word, section, article, phrase, paragraph, sentence, clause, or portion of this ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance; and the Town Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity which remaining portions shall remain in full force and effect. Additionally, it is the intent of the Town Council in adopting this ordinance to fully comply with the terms of the Election Services Agreement. Should any conflict arise between any term of this ordinance and the Town's obligations under the Election Services Agreement, it is the express intent of the Town Council that the terms of the Election Services Agreement should control and govern the administration of the general election addressed in this ordinance.

Section 15. Effective Date.

This ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this 2nd day of February 2021.

_____
David Hillock, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

_____
Robert F. Brown, Town Attorney

Town Council Meeting

Date:	02/02/2021
Agenda Item #:	8. B.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

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AGENDA ITEM:

Present, Discuss, and Consider Action to Approve the **Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.**

DESCRIPTION:

The Town of Little Elm contracts with the Denton County Elections Administrator to provide election services for all elections.

The contract attached to this item is in draft form because the Denton County Elections Administrator is waiting for all locations and entities joining the contract to give notice of their participation in the May 1, 2021 election. Once all entities have given notice, the final cost of the Town's portion will be calculated. This calculation is estimated to be available in late March.

BUDGET IMPACT:

This item is budgeted for in the General Fund operating budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Contract - Joint Election Agreement and Election Services with the Denton County Elections Administrator

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as "participating authority or participating authorities" located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint [election-date] election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a General or Special Election on [election-date]. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County's voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a "Joint Election" with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of $12 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat $40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of $25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Lead Clerk in Early Voting, or their designee, will receive an additional sum of $25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Lead Clerk ($14/ hour), Clerk ($12/ hour)

Election Day – Presiding Judge ($14/hour), Alternate Judge ($13/ hour), Clerk ($12/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (March 29, 2021) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot or** after the election is ordered, whichever is later. The list must be in a Word document, the information must be in an upper and lowercase format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered, and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the [election-date] election will be as follows:

Monday, April 19, 2021 through Saturday, April 24, 2021; 8am – 5pm
Sunday, April 25, 2021; 11am-4pm
Monday, April 26, 2021 through Tuesday, April 27, 2021; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the [election-date] election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 5, 2021, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest number of registered voters.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, provisional ballot, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of $400 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, as addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public

Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	$40.023
Voter Registration Clerk	$30.068 - $33.299
Technology Resources Coordinator	$43.227
Elections Technician	$30.521 - $34.762
Voter Registration Coordinator	$37.503
Training Coordinator	$41.899
Election Coordinator	$34.763

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the [election-date] election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

[costs]

[pagebreak]

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 26th day of January, 2021 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the 2nd day of February, 2021 been executed on behalf of the Town of Little Elm, TX pursuant to an action of the Town of Little Elm Town Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE TOWN OF LITTLE ELM, TX:

APPROVED: ATTESTED:

_____ _____

DAVID HILLOCK, MAYOR CAITLAN BIGGS, TOWN SECRETARY

Town Council Meeting

Date:	02/02/2021
Agenda Item #:	8. C.
Department:	Development Services
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Developers Agreement between the Town of Little Elm and MM Little Elm 548, LLC (Spiritas Ranch Development Agreement).**

DESCRIPTION:

The Spiritas Ranch property includes approximately 545 acres (estimated to be 2,135 single family lots) located on the southeast corner of FM 720 and US Hwy 380. The property is partially located within the Town limits, zoned Agriculture, and the remainder is partially located within the Town's ETJ. In 2007, the Town and the owners of Spiritas Ranch executed a developers' agreement that included this property and the property to the east also known as the Navo tract. The 2007 agreement included some annexation and established subdivision and other development standards for some areas. In 2014, it included the annexation of the large tract known as Spiritas West that carried the same regulations that was part of the Lincoln Park ETJ portion. The new proposed developers' agreement amends a portion of that agreement to create a new one that includes the entire 545 acres and not just the ETJ portion.

The new Spiritas Ranch Developers agreement or DA, provides the details for the development of the Spiritas Ranch property creating a plan that includes many elements that are listed below:

Development Standards, Zoning and Annexations: (See Exhibit E)

- Landscaping, Gifts to the Streets, masonry and architectural standards.
- Planned Development will follow adopting all the standards set forth in the DA.
- Voluntary Annexation of the ETJ Property into the Town within 30 days of the Effective Date of the DA.

Public Infrastructure, Public Facilities and School: (See Exhibit D, D-3 (Phase 1), (Phase 2), (Phase 3), (Phase 4) and Exhibit G)

- **Denton ISD:** Subject to an agreement with Denton ISD, reserve approximately 13 acres for a future school.
- **Fire Station/EMS Center:** Construct a Fire Station/EMS Center similar to Fire Station 3

(approximately 14,000 square feet) on an approximately 3 acre site within the development. Construction of the Fire Station/EMS Center shall begin with the issuance of the 1250th residential building permit.

- **FM 2931 Extension:** Construct a portion of FM 2931 (proposed to be Ryan Spiritas Parkway) as a four-lane divided roadway as shown on the concept plan with the timing as follows:
    - Two lanes of Ryan Spiritas Parkway from FM 720 to US 380 shall be constructed during Phase 1 and construction of the remaining two lanes will begin by the 1000th residential building permit.
- **HEB Roadway:** Construct approximately twenty-five (25) feet of pavement of the four lane divided roadway. The turn lanes on HEB Road shall be designed to perform turns to access the HEB commercial property.

Parks, Open Space and Trails: (See Exhibit D-1, D-2 and D-4)

- 9 irrigated parks totaling approximately 11.5 acres.
- 36 acres of natural open space and ponds.
- 17,200 linear feet of trails
- Parks will include benches, tables, playgrounds and will be located throughout the subdivision.
- The Town may not issue PID bonds for a subsequent phase of development until the parks, open space, and trails are completed for the previous phase of development, provided such parks, open space, and trails are required for the previous phase of development.

Additional Amenities Features: (See Exhibit D and F)

- **Amenity Site 1:** Approximately a 4.2 acre site that will start construction 90 days after the acceptance of lots within Phase 1 (as shown on the Concept Plan) and be completed within 15 months of the Town's acceptance of the Phase 1 lots. Amenity Site 1 will include the following features:
    - Cabana
    - Pool and pool deck
    - Kid pool
    - Playground
    - Open Space
    - Pond
    - Trails
    - Sidewalks
    - Parking
    - Proposed restaurant and or convenience if approved by Council, will begin within 90 days of the issuance of the 1500th residential building permit.

- **Amenity Site 2:** Approximately 2.3 acre site that will start construction 90 days after acceptance of the Town of the lots within Phase 2M (as shown on the Concept Plan) and be completed within 15 months of the Town's acceptance of the lots within Phase 2m. Amenity Site 2 will include the following features:
    - Cabana
    - Pool and pool deck
    - Open Space
    - Pond
    - Sidewalks
    - Parking

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Exhibit A Legal Description
Exhibit B Boundary
Exhibit C Overall Probable Cost
Exhibit D Concept Plan
Exhibit D-1 Open Space Plan
Exhibit D-2 Trail Plan
Exhibit D-3 Phase 1
Exhibit D-3 Phase 2
Exhibit D-3 Phase 3
Exhibit D-3 Phase 4
Exhibit E Development Standards
Exhibit F Amenity Sites
Exhibit G HEB Road
Exhibit K TIRZ Exclusion Zone
Developers Agreement Signed
Approved MOU
Spiritas Timeline
Exhibit F Color
Spiritas Aerial
Spiritas Zoning
Spiritas Future Land Use

LEGAL DESCRIPTION
544.132 ACRES

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, Denton County, Texas, and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises, recorded in Volume 2737, Page 131, Volume 833, Page 38, Volume 842, Page 851, and Volume 2737, Page 126, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain tract of land described in deed to Spiritas Ranch Enterprise recorded in Volume 998, Page 670, RPRDCT, all of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 1078, Page 859, RPRDCT, all of those certain tracts of land described as Tract I, Tract II, and Tract III in Affidavit recorded in Instrument No. 2016-136619, RPRDCT, being part of those certain tracts of land described as Tract 1 and Tract 2 in deed to Johnnie Wayne McDaniel, Sr., and Lynda Marie McDaniel, recorded in Instrument Number 2010-99763, RPRDCT, part of that certain tract of land described in deed to Johnny Wayne McDaniel and Lynda Marie McDaniel, recorded in Volume 553, Page 590, RPRDCT, all of that certain tract of land described in deed to Gilberto Cesar Garza, recorded in Instrument Number 2018-137486, and being more particularly described as follows:

BEGINNING at a fence corner post found on the east right-of-way line of Farm-to-Market Road Number 720 (variable width right-of-way), and being located at the southwest corner of that certain tract of land described in deed to Oak Grove Methodist Church, recorded in Volume 2269, Page 580, RPRDCT;

THENCE South 88°22'07" East, with the north line of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 131, RPRDCT, and with the south line of said Oak Grove Methodist Church tract recorded in Volume 2269, Page 580, RPRDCT, and the south line of that certain tract of land described in deed to Oak Grove Methodist Church tract, recorded in Volume 2269, Page 584, RPRDCT, a distance of 1426.83 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for the northeast corner of said Spiritas tract recorded in Volume 2737, Page 131, RPRDCT;

THENCE South 00°49'00" West, with the east line of said Spiritas tract recorded in Volume 2737, Page 131, RPRDCT, a distance of 16.98 feet to a 3/8-inch iron rod found for the northwest corner of said Spiritas tract recorded in Volume 833, Page 38, RPDCT;

THENCE South 88°28'06" East, with the north line of said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, a distance of 2019.58 feet to a 3/8-inch iron rod found for corner;

THENCE South 87°31'42" East, over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, a distance of 1042.72 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner, said iron rod being located at the beginning of a non-tangent curve to the right;

THENCE continuing over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

> Northeasterly, with said curve which has a central angle of 05°43'53", a radius of 629.99 feet, a chord that bears North 17°45'02" East, a distance of 62.99 feet, and an arc length of 63.02 feet to the end of said curve;
>
> North 20°36'58" East, a distance of 232.75 feet, said iron rod being located at the beginning of a non-tangent curve to the left;
>
> Northeasterly, with said curve which has a central angle of 18°12'35", a radius of 802.13 feet, a chord that bears North 11°29'56" East, a distance of 253.86 feet, and an arc length of 254.93 feet to the end of said curve;
>
> And North 01°42'20" East, a distance of 63.42 feet, said iron rod being located on the south line of that certain tract of land described in State of Texas Possession and Use Agreement, recorded in Instrument Number 2020-27969, RPRDCT;

THENCE South 88°18'55 East, with the south line of said State of Texas Possession and Use Agreement tract, a distance of 80.00 feet to a 5/8-inch iron rod with cap stamped “BCG 10194538” set for corner;

THENCE continuing over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8-inch iron rods with cap stamped “BCG 10194538” set for corner;

South 01°42'20” West, a distance of 19.27 feet, said iron rod being located at the beginning of a tangent curve to the right;

Southwesterly with said curve which has a central angle of 18°54'39”, a radius of 720.00 feet, a chord that bears South 11°09'39” West, a distance of 236.56 feet, and an arc length of 237.64 feet to the end of said curve;

South 20°36'58” West, a distance of 174.58 feet;

And South 87°50'52” East, a distance of 1496.33 feet, said iron rod being located on the west line of that certain tract of land described in deed to RPM xConstruction, LLC, recorded in Instrument Number 2014-54052, RPRDCT;

THENCE South 02°13'59” West, with said west line of the RPM tract, a distance of 70.01 feet to a 5/8-inch iron rod found for the southwest corner of said RPM tract;

THENCE South 88°24'29” East, with the south line of said RPM tract, a distance of 209.79 feet to a 5/8-inch iron rod found for the southeast corner of said RPM tract;

THENCE North 02°14'40” East, with the east line of said RPM tract, a distance of 18.33 feet to a 5/8-inch iron rod with cap stamped “BCG 10194538” set for corner;

THENCE South 87°50'18” East, over and across said Spiritas tracts recorded in Volume 842, Page 851, and Volume 2737, Page 126, RPRDCT, a distance of 901.70 feet to a 5/8-inch iron rod with cap stamped “BCG 10194538” set for corner located on the west line of that certain tract of land described in deed to Robert G. Penley, recorded in Volume 2210, Page 648, RPRDCT;

THENCE South 02°58'01” West, with the west line of said Penley tract, a distance of 345.08 feet to a 1/2-inch iron rod with cap stamped “WESTWOOD” found for corner at the southeast corner of said Spiritas tract recorded in Volume 2737, Page 126, RPRDCT;

THENCE North 88°08'15” West, with the north line of said Penley tract, a distance of 170.04 feet to a 5/8-inch iron rod found for the most westerly northwest corner of said Penley tract;

THENCE South 05°42'19” West, with the west line of said Penley tract, a distance of 621.88 feet to a U.S. Army Corps of Engineers (USCOE) monument found on the west “take” line of Lake Lewisville;

THENCE with the west “take” line of Lake Lewisville, the following courses to USCOE monuments found for corner:

South 04°54'16” West, a distance of 350.10 feet;

South 04°07'29” West, a distance of 349.25 feet;

South 00°09'01” East, a distance of 373.36 feet;

North 88°11'41” West, a distance of 800.30 feet;

And South 37°20'20” West, a distance of 536.00 feet;

THENCE South 00°08'50" East, continuing with said "take" line, a distance of 672.96 feet to a steel fence post found for corner at the north corner of that certain tract of land described in Correction Deed to the United States of America (USA), recorded in Volume 2549, Page 719, RPRDCT;

THENCE South 56°09'16" West, with the northwest line of said USA tract, a distance of 188.85 feet to a steel fence post found for corner at the west corner of said USA tract;

THENCE South 09°39'06" East, with the southwest line of said USA tract, a distance of 162.80 feet to a steel fence post found for the south corner of said USA tract;

THENCE continuing with said "take" line, the following courses:

South 46°03'07" West, a distance of 319.64 feet to a USCOE monument found for corner;

North 74°07'14" West, a distance of 789.34 feet to a steel fence post found for corner;

South 78°59'39" West, a distance of 216.00 feet to a steel fence post found for corner;

South 65°55'09" East, a distance of 739.69 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

South 16°04'51" East, a distance of 348.96 feet to a USCOE monument found for corner;

And North 88°34'10" West, a distance of 224.10 feet to a USCOE monument found for corner, said monument being located at the northeast corner of that certain tract of land described as Tract 2 (Original Instrument Nos. 1, 2 and 3), and Tract 4 (Original Instrument No. 4) in Correction Instrument recorded in Instrument No. 2018-37459, RPRDCT;

THENCE North 88°59'00" West, with the north line of said Correction Instrument tract, a distance of 981.60 feet to a steel fence post found for corner;

THENCE North 86°40'28" West, continuing with said north line, a distance of 346.35 feet to a 5/8-inch iron rod with cap stamped "KHA" found for corner;

THENCE North 88°13'50" West, continuing with said north line, passing at a distance of 1145.20 feet a 5/8-inch iron rod with cap stamped "KHA" found for corner at the northeast corner of Prairie Oaks Phase 1B, an addition to the Town of Little Elm, Denton County, Texas, according to Final Plat recorded in Document No. 2019-258, of the Plat Records of Denton County, Texas, continuing with the north line of said Prairie Oaks Phase 1B, in all, a total distance of 1949.86 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at an interior "ell" corner of said Prairie Oaks Phase 1B;

THENCE North 02°08'13" East, passing at a distance of 20.47 feet a 1/2-inch iron rod with cap stamped "WESTWOOD" found at a northeast corner of said Prairie Oaks Phase 1B, and continuing with a west line of said Spiritas tract recorded in Volume 998, Page 670, RPRDCT, and the east line of Tract 2, and Tract 1, in deed to Upper Trinity Regional Water District, recorded in Volume 4646, Page 212, RPRDCT, in all, a total distance of 810.31 feet to a fence corner post found for corner;

THENCE North 87°51'47" West, with the common north line of said Upper Trinity Tract 1 and Tract 3 in said Upper Trinity deed, and a south line of said Spiritas tract recorded in Volume 998, Page 670, RPRDCT, a distance of 1295.87 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the southeast corner of that certain tract of land described as Parcel 18 in deed to the State of Texas, recorded in Document Number 2016-26306, RPRDCT, on the east right-of-way-line of Farm to Market Road No. 720 (variable width right-of-way), said iron rod being located at the beginning of a non-tangent curve to the left;

THENCE northwesterly with the east line of said Parcel 18, and with said curve which has a central angle of 03°50'07", a radius of 5814.58 feet, a chord that bears North 13°35'52" West, a distance of 389.15 feet, and an arc length of 389.22 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North 15°30'56" West, continuing with the east line of said Parcel 18, a distance of 721.50 feet to a 1/2-inch iron rod with cap stamped "WESTWOOD" found for corner at the beginning of a tangent curve to the left;

THENCE northwesterly, continuing with the east line of said Parcel 18, and with said curve which has a central angle of 14°12'08", a radius of 740.00 feet, a chord that bears North 22°37'00" West, a distance of 182.96 feet, and an arc length of 183.43 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North 29°42'12" West, continuing with the east line of said Parcel 18, passing at a distance of 13.57 feet a TXDOT aluminum disk found at the northeast corner of said Parcel 18, and the southeast corner of that certain tract of land described as Parcel 19-1 in deed to the State of Texas, recorded in Document Number 2019-155966, RPRDCT, continuing with the east line of said Parcel 19-1, in all, a total distance of 64.49 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the beginning of a non-tangent curve to the right;

THENCE northwesterly, continuing with said east line of Parcel 19-1, and the east line of that certain tract of land described as Parcel 20 in deed to the State of Texas, recorded in Document Number 2016-155956, RPRDCT, and with said curve which has a central angle of 31°07'08", a radius of 610.00 feet, a chord that bears North 14°09'30" West, a distance of 327.25 feet, and an arc length of 331.31 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North 01°24'04" East, continuing with said east line of Parcel 20, and with the east line of that certain tract of land described as Parcel 19-2 in deed to the State of Texas recorded in Document Number 2016-155966, RPRDCT, a total distance of 450.53 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the northeast corner of said Parcel 19-2, said iron rod also being located on the south line of that certain tract of land described in deed to Ellis Meals, recorded in Document Number 2012-95998, RPRDCT;

THENCE North 89°42'58" East, leaving said east right-of-way-line of Farm to Market Road No. 720 (variable width right-of-way), and with said south line of the Meals tract, a distance of 89.21 feet to a fence corner post found for corner at the southeast corner of said Meals tract;

THENCE North 02°29'05" West, with the east line of said Meals tract, a distance of 115.92 feet to a fence corner post found for corner at the northeast corner of said Meals tract, and being located on a south line of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 131, RPRDCT;

THENCE South 88°24'12" West, with the north line of said Meals tract, a distance of 66.45 feet to a TXDOT aluminum disk found for corner at the southeast corner of that certain tract of land described as Parcel 22 in deed to the State of Texas, recorded in Document Number 2016-26307, RPRDCT, on said east right-of-way-line of Farm to Market Road No. 720;

THENCE with the east line of said Parcel 22, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

North 01°25'09" East, a distance of 108.99 feet;

North 08°03'45" West, a distance of 105.97 feet, said iron rod being located at the beginning of a non-tangent curve to the left;

Northwesterly, with said curve which has a central angle of 03°01'34", a radius of 2929.79 feet, a chord that bears North 02°26'32" West, a distance of 154.72 feet, and an arc length of 154.74 feet to the end of said curve;

North 03°57'19" West, a distance of 149.61 feet, said iron rod being located at the beginning of a tangent curve to the right;

Northwesterly, with said curve which has a central angle of 05°07'53", a radius of 2799.79 feet, a chord that bears North 01°23'23" West, a distance of 250.66 feet, and an arc length of 250.74 feet to the end of said curve;

And North 01°36'16" East, a distance of 273.49 feet to the POINT OF BEGINNING of herein described tract, and containing an area of 545.132 acres of land.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 1.000 ACRE TRACT OF LAND:

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in Denton County, Texas, according to and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises recorded in Volume 833, Page 38, of the Real Property Records of Denton County, Texas (RPRDCT); and Volume 842, Page 851, RPRDCT; and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found on the south right-of-way line of U.S. Highway No. 380 (variable width right-of-way), and being the most northerly northwest corner of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and also being the northeast corner of that certain tract of land described in deed to RPM xConstruction recorded in Document No. 2014-54052, RPRDCT, from which a TXDOT monument found at the northwest corner of said RPM xConstruction tract bears North 88°21'17" West, a distance of 209.89 feet;

THENCE South 02°14'40" West, leaving said south right-of-way line of U.S. Highway No. 380, and with a west line of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, passing at a distance of 518.63 feet the southeast corner of said RPM xConstruction tract, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, in all, a total distance of 688.87 feet to the POINT OF BEGINNING, a 5/8 inch iron rod with cap stamped "BCG 10194538" set;

THENCE South 02°14'40" West, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, a distance of 52.51 feet to a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner, and the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and with said curve which has a central angle of 24°30'27", a radius of 1475.00 feet, a chord which bears South 61°54'11" West, a chord distance of 626.11 feet, and an arc distance of 630.91 feet to the end of said curve, a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8 inch iron rods with cap stamped "BCG 10194538" set for corner;

South 49º38'57" West, a distance of 169.00 feet, and being the beginning of a tangent curve to the left;

With said curve which has a central angle of 05°10'17", a radius of 560.00 feet, a chord which bears South 47°03'49" West, a chord distance of 50.53 feet, and an arc distance of 50.54 feet to the end of said curve;

North 45º31'19" West, a distance of 50.00 feet, and being the beginning of a non-tangent curve to the right;

With said curve which has a central angle of 05°10'17", a radius of 610.00 feet, a chord which bears North 47°03'49" East, a chord distance of 55.04 feet, and an arc distance of 55.06 feet to the end of said curve;

And North 49º38'57" East, a distance of 169.00 feet, and being the beginning of a tangent curve to the right;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and with said curve which has a central angle of 25°07'12", a radius of 1525.00 feet, a chord which bears North 62°12'33" East, a chord distance of 663.26 feet, and an arc distance of 668.60 feet to the end of said curve, and the POINT OF BEGINNING, containing a calculated area of 1.000 acres of land.

LEAVING A NET AREA OF 544.132 ACRES OF LAND.

BDY L1 ~ N01°24'04"E 450.53'
BDY L2 ~ N89°42'58"E 89.21'
BDY L3~ N02°29'05"W 115.92'

POINT OF BEGINNING
FENCE COR. POST FND.
0.7' WEST, 462.01' FROM 1/2" IRF

N01°36'16"E 273.49'
Δ=05°07'53"
R=2799.79'
CB=N01°23'23"W
CL=250.66'
L=250.74'
N03°57'19"W 149.61'
Δ=03°01'34"
R=2929.79'
CB=N02°26'32"W
CL=154.72'
L=154.74'
N08°03'45"W 105.97'
N01°25'09"E 108.99'
S88°24'12"W 66.45'
BDY L2
BDY L1
N01°09'20"E 50.84'
BDY L3
174.61'
N29°42'12"W 64.49'
Δ=14°12'08"
R=740.00'
CB=N22°37'00"W
CL=182.96'
L=183.43'
N15°31'56"W 721.98'
FARM TO MARKET ROAD NO. 720
(VARIABLE WIDTH R.O.W.)

OAK GROVE METHODIST CHURCH VOL. 2269, PG. 580 RPRDCT
OAK GROVE METHODIST CHURCH VOL. 2269, PG. 584 RPRDCT
1/2"IRF (@ P.L.)
0.9'IRF
S88°22'07"E 1426.83'
577.47'
CADG LINCOLN PARK SOUTH, LLC DOC. NO. 2015-16385 RPRDCT
PARKER CROSSING AMENDED CONVEYANCE PLAT LOT 2, BLOCK A DOC. NO. 2015-458 PRDCT
S00°49'00"W 16.98'
CIRS
3/8"IRF
APPARENT GAP IN DEEDS
S88°28'06"E 2019.58'
S87°31'42"E 1042.72'
3/8"IRF (1/2"IRF BEARS N00°45'29"W 0.09')
(REMAINDER) MARY CAROLINE MIMS, KATHERINE ANN NASH & LAURA ELIZA ELIZABETH KECK VOL. 4262, PG. 977 RPRDCT
PROPERTY SET FORTH IN STATE OF TEXAS NOTICE OF LIS PENDENS INST. NO. 2019-60814 RPRDCT
1/2"CIRF
TXDOT ALUM. DISK FOUND
PROPERTY SET FORTH IN STATE OF TEXAS POSSESSION & USE AGREEMENT INST. NO. 2020-27969 RPRDCT
SPIRITAS RANCH ENTERPRISES VOL. 833, PG. 38 RPRDCT
N20°36'58"E 239.78'
N01°42'20"E 63.42'
S88°18'55"E 80.00'
TXDOT ALUM. DISK FOUND
U.S. HIGHWAY NO. 380
(VARIABLE WIDTH R.O.W.)
S01°42'20"W 19.27'
Δ=18°12'35"
R=802.13'
CB=N11°29'56"E
CL=253.86'
L=254.93'
Δ=05°43'53"
R=629.99'
CB=N17°45'02"E
CL=62.99'
L=63.02'
S20°36'58"W 174.58'
S87°50'52"E 1496.33'
TXDOT ALUM. DISK FOUND
TXDOT MON. FOUND
STATE OF TEXAS PARCEL 32 INST. NO. 2019-22598 RPRDCT
N88°21'17"W 209.89'
POINT OF COMMENCING ~ 1.000 SAVE & EXCEPT TRACT
PROPERTY SET FORTH IN STATE OF TEXAS POSSESSION & USE AGREEMENT INST. NO. 2020-27969 RPRDCT
SPIRITAS RANCH ENTERPRISES VOL. 833, PG. 38 RPRDCT
1/2" IRF
5/8"IRF
S02°13'59"W 70.01'
S88°24'29"E 209.79'
ERA CONSTRUCTION LLC INST. NO. 2014-54023 RPRDCT
N02°14'40"E 500.00'
S02°14'40"W 500.00'
SPIRITAS RANCH ENTERPRISES VOL. 833, PG. 38 RPRDCT
SPIRITAS RANCH ENTERPRISES VOL. 2737, PG. 126 RPRDCT
S87°50'18"E 901.70'
N02°14'40"E 18.33'
ROBERT G. PENLEY (CALLED) 2 STRIPS VOL. 5714, PG. 4480 RPRDCT
ROBERT G. PENLEY VOL. 4253, PG. 106 RPRDCT
S02°58'01"W 345.08'
N88°08'15"W 170.04'
SEE SAVE & EXCEPT TRACT DETAIL
1.000 ACRE DIRECTOR'S LOT (SAVE & EXCEPT TRACT)
STEEL FENCE POST FOUND
1/2" CIRF (WW)
5/8"IRF
SPIRITAS RANCH ENTERPRISES VOL. 833, PG. 38 RPRDCT
SPIRITAS RANCH ENTERPRISES VOL. 1078, PG. 859 RPRDCT
S05°42'19"W 621.88'
C.O.E. MON. FOUND
S04°54'16"W 350.10'
S04°07'29"W 349.25'
S00°09'01"E 373.36'
N88°11'41"W 800.30'
S37°20'29"W 586.69'
S00°08'05"E 672.96'
LAKE LEWISVILLE
S56°09'16"W 186.85'
S00°14'45"E 141.04'
S09°39'06"E 162.80'
S46°14'23"W 180.22'
S46°03'09"W 519.64'
UNITED STATES OF AMERICA (CORRECTION DEED) VOL. 2549, PG. 719 RPRDCT
S78°59'39"W 216.00'
N74°07'14"W 789.34'
S65°55'09"E 739.59'
(OLD DIRECTORS LOT) GILBERTO CESAR GARZA INST. NO. 2018-137486 RPRDCT
S16°04'57"E 304.96'
S71°00'07"E 214.95'
N88°34'10"W 224.10'
N88°59'00"W 981.60'
N86°40'28"W 346.35'
TRACT III AS DESCRIBED IN AFFIDAVIT INST. NO. 2016-136619 RPRDCT
TRACT II AS DESCRIBED IN AFFIDAVIT INST. NO. 2016-136619 RPRDCT
TRACT I AS DESCRIBED IN AFFIDAVIT INST. NO. 2016-136619 RPRDCT
1145.20'
N88°13'50"W 1949.86'
2016 BLACKHAWK 155 HOLDINGS, LTD. (CORRECTION INSTRUMENT) TRACT 2 (ORIGINAL INST. NO. 1, 2 & 3) TRACT 4 (ORIGINAL INST. NO. 4) INST. NO. 2018-37459 RPRDCT
STATE OF TEXAS PARCEL 22 DOC. NO. 2016-26307 RPRDCT
SPIRITAS RANCH ENTERPRISES VOL. 2737, PG. 131 RPRDCT
SPIRITAS RANCH ENTERPRISES VOL. 833, PG. 38 RPRDCT
FNC. COR. POST FND.
1/2" IRF
S88°35'14"W 395.10'
FNC. COR. POST FND. "ELLIS MEALS" DOC. NO. 2012-45998 RPRDCT
1/2" IRF
N88°19'32"W 925.35'
3/4" IRF
STATE OF TEXAS PARCEL 19-2 DOC. NO. 2016-155966 RPRDCT
STATE OF TEXAS PARCEL 20 DOC. NO. 2016-155956 RPRDCT
Δ=31°07'08"
R=610.00'
CB=N14°09'30"W
CL=327.25'
L=331.31'
STATE OF TEXAS PARCEL 19-1 DOC. NO. 2016-155966 RPRDCT
STATE OF TEXAS PARCEL 21 DOC. NO. 2017-75012 RPRDCT
JOHNNIE WAYNE McDANIEL, SR. & LYNDA MARIE McDANIEL TRACT 1 INST. NO. 2010-99763 RPRDCT
1
JOHNNIE WAYNE McDANIEL, SR. & LYNDA MARIE McDANIEL TRACT 2 INST. NO. 2010-99763 RPRDCT
N00°45'27"E 485.81'
TXDOT ALUM. DISK FOUND @ 13.57'
S88°49'20"E 1295.29'
STEEL FENCE POST FOUND
1/2" IRF
1/2" CIRF (WW)
1 JOHNNY WAYNE McDANIEL & LYNDA MARIE McDANIEL VOL. 553, PG. 590 RPRDCT
STATE OF TEXAS PARCEL 18 DOC. NO. 2016-26306 RPRDCT
SPIRITAS RANCH ENTERPRISE VOL. 998, PG. 670 RPRDCT
Δ=03°50'07"
R=5814.58'
CB=N13°35'52"W
CL=389.15'
L=389.22'
N87°51'47"W 1295.87'
FNC. COR. POST FND.
STATE OF TEXAS PARCEL 17 DOC. NO. 2016-6230 RPRDCT
UPPER TRINITY REGIONAL WATER DISTRICT TRACT 3 VOL. 4646, PG. 212 RPRDCT
UPPER TRINITY REGIONAL WATER DISTRICT TRACT 1 VOL. 4646, PG. 212 RPRDCT
TXDOT ALUM. DISK FOUND
N02°08'13"E 810.31'
UPPER TRINITY REGIONAL WATER DISTRICT TRACT 2 VOL. 4646, PG. 212 RPRDCT
SPIRITAS RANCH ENTERPRISE VOL. 998, PG. 670 RPRDCT
1/2" CIRF (WW)
5/8" CIRF (KHA)
20.47'
BLOCK A - LOT 70 HOA
27 28 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8
BLOCK A
PRAIRIE OAKS PHASE 1B DOC. NO. 2019-258 PRDCT
BLOCK A, LOT 1 HOA
HIDDEN OAKS TRAIL
(CALLED 60' R.O.W.)
5/8" CIRF (KHA)
5/8" CIRF (KHA)
STEEL POST FOUND
C.O.E. MON. FOUND
SPIRITAS RANCH ENTERPRISES VOL. 833, PG. 38 RPRDCT
LAKE LEWISVILLE

SPIRITAS RANCH ENTERPRISES VOL. 833, PG. 38 RPRDCT
Δ=25°07'12"
R=1525.00'
CB=N62°12'33"E
CL=663.26'
L=668.60'
POINT OF BEGINNING ~ 1.000 SAVE & EXCEPT TRACT
S02°14'40"W 498.87' (FROM POINT OF COMMENCING)
CIRS
S02°14'40"W 52.51'
STEEL FENCE POST FOUND
Δ=05°10'17"
R=610.00'
CB=N47°03'49"E
CL=55.04'
L=55.06'
N44°38'57"E 165.00'
S49°38'57"W 165.00'
Δ=24°30'27"
R=1475.00'
CB=S61°54'11"W
CL=626.11'
L=630.91'
N45°33'17"W 50.00'
Δ=05°10'17"
R=560.00'
CB=S47°03'49"W
CL=50.53'
L=50.54'
SCALE: 1"=300'
SPIRITAS RANCH ENTERPRISES VOL. 842, PG. 851 RPRDCT

SAVE & EXCEPT TRACT DETAIL

0 150 300 600 FEET
1 INCH = 300 FEET

PROJECT SITE
377 CITY LIMIT
LIBERTY
2931
BREMER
424
FISHTRAP ROAD
BEXAR
SAND RD
ELM RIDGE
1382
US HWY 380
1960
720
LLOYD
BOSSON
CAMARON
Cemetery
DOE BRANCH
Girls~ Little Elm Reservoir
LAKE LEWISVILLE

LOCATION MAP
NOT TO SCALE

LEGEND	
R.O.W.	RIGHT-OF-WAY
ESM'T	EASEMENT
CIRF	CAPPED IRON ROD FOUND
IRF	IRON ROD FOUND
RPRDCT	REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS OF DENTON COUNTY, TEXAS
CIRS	5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "BCG 10194538" SET
P.L.	PROPERTY LINE
FND.	FOUND
COR.	CORNER

NOTES:

The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 - North Central Zone No. 4202 (NAD83).All distances are surface distances.

There are no easements, improvements, or floodplain lines shown or referenced on this exhibit.

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

EXHIBIT
544.132 ACRE TRACT
SITUATED IN THE
MARSELLA JONES SURVEY, ABSTRACT No. 662

DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING · ENGINEERING · SURVEYING
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 East Campbell Road, Ste. 650
Richardson, Texas 75081
TELEPHONE - (214)-484-7055
PROJECT # - 2019017
DATE - August 2020

Sheet Scale 1 Inch = 300 Feet

X:\2019\2019017-00\Xplans Rev4\SURVEY\DWG\EXH_2019-000-544.132AC_2019-000-544.132AC.dwg, 11/12/2020 9:23:34 AM, Barbara Hill (transparency).pc3

COMMUNITY NAME: Spiritas Ranch
PHASES: Full Development
CITY OR TOWN: Town of Little Elm, Denton County

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	548.0
NET ACREAGE:	439.0
TOTAL LOTS:	**2,135**
TOTAL DENSITY:	4.86
CREATED BY:	MC
REVIEWED BY:	AB
CREATED:	04/06/20
REVISED:	**12/21/20**

Direct Phase Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 2M**	**PHASE 2H**	**FUTURE PHASES**
	Lot Count	**2135**	**540**	**109**	**155**	**145**	**240**	**946**
1	Engineering	$ 4,609,407	$ 1,245,710	$ 225,382	$ 333,499	$ 289,678	$ 452,194	$ 2,062,943
2	Grading Site Preparation	$ 988,257	$ 228,241	$ 46,902	$ 57,239	$ 39,056	$ 63,202	$ 553,618
3	Water	$ 4,294,761	$ 1,277,555	$ 165,683	$ 322,987	$ 261,903	$ 370,475	$ 1,896,159
4	Sanitary Sewer	$ 6,617,983	$ 2,180,113	$ 452,883	$ 512,075	$ 352,315	$ 575,985	$ 2,544,613
5	Storm Drain	$ 9,992,686	$ 2,965,160	$ 311,678	$ 621,496	$ 561,212	$ 557,983	$ 4,975,158
6	Street Improvements	$ 14,784,454	$ 4,223,124	$ 696,504	$ 1,126,189	$ 809,081	$ 1,236,241	$ 6,693,316
7a	Screening/Landscape Walls	$ -						
7b	Ret Walls	$ -						
8	Dry Utilities	$ -						
9	Contingency 5%	$ 2,064,377	$ 605,995	$ 94,952	$ 148,674	$ 115,662	$ 162,804	$ 936,290
10	District Formation Costs	$ -						
11	Turn Lane Improvements	$ -						
12	N/A	$ -						
	Total	$ 43,351,926	$ 12,725,898	$ 1,993,983	$ 3,122,159	$ 2,428,906	$ 3,418,883	$ 19,662,097
	Cost per Lot	$ 20,305	$ 23,566	$ 18,293	$ 20,143	$ 16,751	$ 14,245	$ 20,784

Major Improvements Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 2M**	**PHASE 2H**	**FUTURE PHASES**
	Lot Count	**2135**	**540**	**109**	**155**	**145**	**240**	**946**
1	Engineering	$ 3,198,142	$ 1,073,940	$ 183,836	$ 195,082	$ 128,415	$ 181,860	$ 1,435,008
2	Grading Site Preparation	$ -						
3	Water	$ 1,071,650	$ 407,883	$ 103,810	$ 47,028	$ 32,215	$ 57,820	$ 422,894
4	Sanitary Sewer	$ 5,954,900	$ 1,823,800	$ 40,013	$ -	$ -	$ 250,850	$ 3,840,238
5	Storm Drain	$ 2,455,591	$ 319,720	$ -	$ 228,760	$ -	$ -	$ 1,907,111
6	Street Improvements	$ 4,155,459 0	$ 1,815,889	$ 477,567	$ 266,755	$ 8,170	$ 411,095	$ 1,175,983
7a	Screening/Landscape Walls	$ 3,450,000	$ 1,260,000	$ 460,000	$ 260,000	$ 370,000	$ 350,000	$ 750,000
8	Dry Utilities - Spiritas Median	$ 1,362,125	$ 1,189,125	$ 173,000	$ -	$ -	$ -	$ -
9	Contingency 5%	$ 1,265,977	$ 507,095	$ 73,455	$ 67,131	$ 44,190	$ 62,581	$ 511,524
10	District Formation Costs	$ 1,200,000	$ 1,200,000					
11	Turn Lane Improvements	$ 1,725,000	$ 690,000	$ -	$ 345,000	$ 345,000	$ -	$ 345,000
12	Common Area Amenities & Trails	$ 746,670	$ 361,550	$ 30,880	$ -	$ -	$ -	$ 354,240
	Total	$ 26,585,514	$ 10,649,001	$ 1,542,561	$ 1,409,757	$ 927,990	$ 1,314,207	$ 10,741,998
	Cost per Lot	$ 12,452	$ 19,720	$ 14,152	$ 9,095	$ 6,400	$ 5,476	$ 11,355

Private Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 2M**	**PHASE 2H**	**FUTURE PHASES**
	Lot Count	**2135**	**540**	**109**	**155**	**145**	**240**	**946**
1	Engineering	$ 1,480,306	$ 388,427	$ 75,580	$ 104,985	$ 99,335	$ 162,558	$ 649,422
2	Grading Site Preparation	$ 7,623,125	$ 2,065,538	$ 405,299	$ 541,305	$ 528,299	$ 848,853	$ 3,233,831
3	Water	$ -						
4	Sanitary Sewer	$ -						
5	Storm Drain	$ -						
6	Street Improvements	$ -						
7a	Screening/Landscape Walls	$ -						
7b	Ret Walls	$ 4,903,000	$ 1,383,000	$ 234,300	$ 318,400	$ 298,400	$ 482,300	$ 2,186,600
8	Dry Utilities	$ 2,135,000	$ 540,000	$ 109,000	$ 155,000	$ 145,000	$ 240,000	$ 946,000
9	Contingency 5%	$ 957,072	$ 318,848	$ 41,209	$ 55,984	$ 53,552	$ 86,686	$ 400,793
10	District Formation Costs	$ -						
11	Turn Lane Improvements	$ -						
12	Amenity Center	$ 3,000,000	$ 2,000,000	$ -	$ -	$ -	$ -	$ 1,000,000
	Total	$ 20,098,502	$ 6,695,813	$ 865,388	$ 1,175,674	$ 1,124,585	$ 1,820,397	$ 8,416,645
	Cost per Lot	$ 9,414	$ 12,400	$ 7,939	$ 7,585	$ 7,756	$ 7,585	$ 8,897
TOTALS		***$ 90,035,942***	***$ 30,070,712***	***$ 4,401,932***	***$ 5,707,590***	***$ 4,481,482***	***$ 6,553,487***	***$ 38,820,740***
per lot		***$ 42,171***	***$ 55,687***	***$ 40,385***	***$ 36,823***	***$ 30,907***	***$ 27,306***	***$ 41,037***
	40' Lots	868	175	0	80	71	143	399
	50' Lots	962	300	109	75	74	97	307
	60' Lots	305	65	0	0	0	0	240
	Total Lots	***2135***	***540***	***109***	***155***	***145***	***240***	***946***

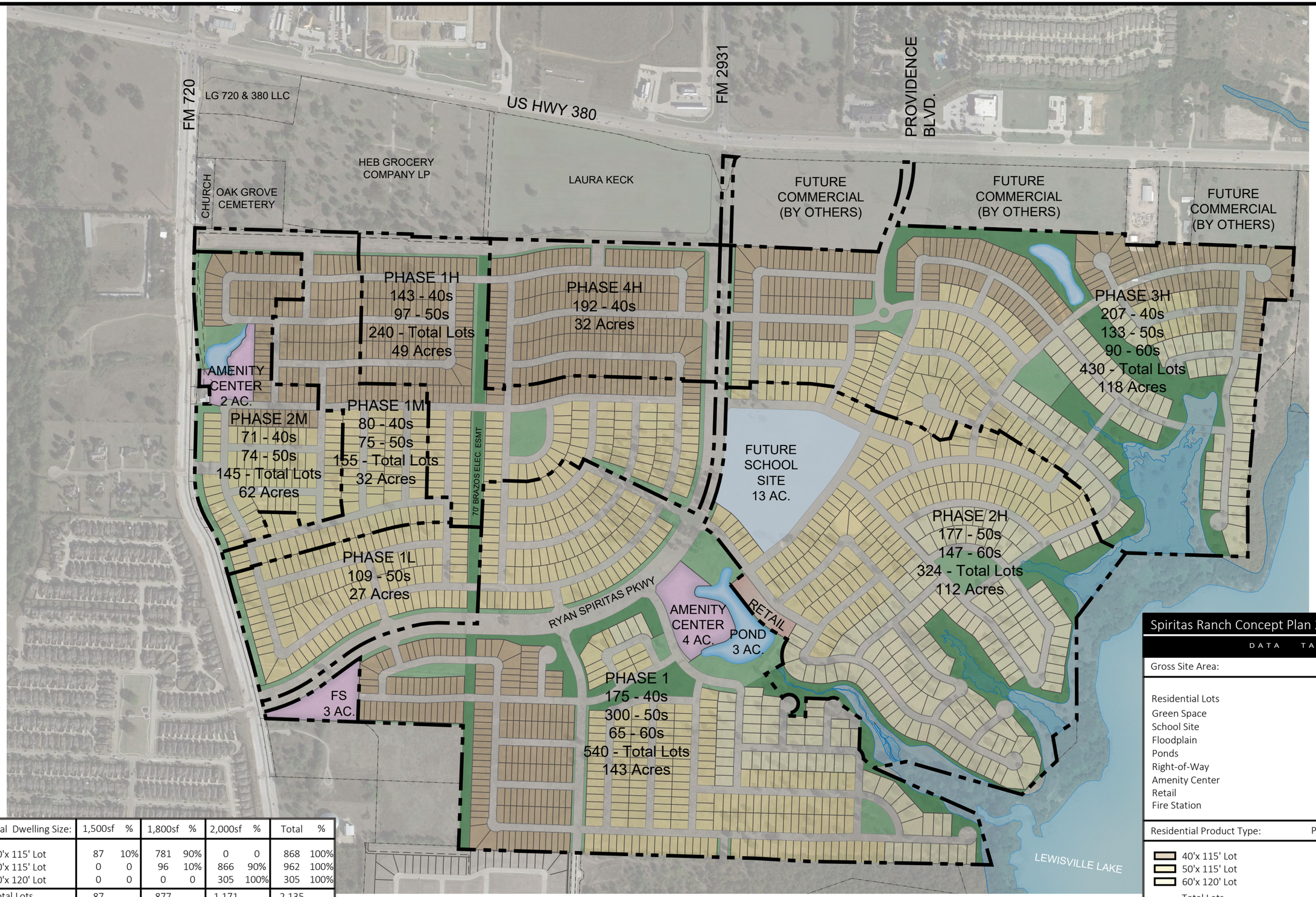
THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.

NOTES

[1] Development cost does not include: City/District/County Fees, Bonds, & Permits

[2] Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

[3] Professional Fees do not include: Land Entitlements, Feasibility, Boundary Survey, Topographic Survey, Tree Survey, Flood Studies, Geotechnical, Environmental, Wetlands SWPPP Administration, or Traffic Studies.



Residential Dwelling Size:	1,500sf	%	1,800sf	%	2,000sf	%	Total	%
40'x 115' Lot	87	10%	781	90%	0	0	868	100%
50'x 115' Lot	0	0	96	10%	866	90%	962	100%
60'x 120' Lot	0	0	0	0	305	100%	305	100%
Total Lots	87		877		1,171		2,135	

Spiritas Ranch Concept Plan 25

DATA TABLE

Gross Site Area:		545+/-
	Acres	Gross %
Residential Lots	433	80%
Green Space	49	9%
School Site	13	2%
Floodplain	16	3%
Ponds	5	1%
Right-of-Way	17	3%
Amenity Center	7	1%
Retail	2	0.5%
Fire Station	3	0.5%

Residential Product Type:	Phase 1	Future	Total
40'x 115' Lot	398	470	868
50'x 115' Lot	581	381	962
60'x 120' Lot	65	240	305
Total Lots	1,044	1,091	2,135
Total Acres	251	294	545

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1"=500'
DATE: JAN. 2021

CENTURION AMERICAN

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OAK GROVE CHURCH & CEMETERY

HEB GROCERY COMPANY LP

LAURA KECK

FUTURE COMMERCIAL (BY OTHERS)

FUTURE COMMERCIAL (BY OTHERS)

FUTURE COMMERCIAL (BY OTHERS)

FM 720

30' UTRWD ESMT

70' BRAZOS ELEC. ESMT

PHASE 1H
PARK = 1.5 ac.
AMENITY = 0 ac.
BRAZOS ESMT = 2.7 ac.
OPEN SPACE = 0 ac.
POND = 0 ac.
TRAIL - 2,500LF

PHASE 4H
PARK = 0 ac.
AMENITY = 0 ac.
BRAZOS ESMT = 0 ac.
OPEN SPACE = 0 ac.
POND = 0 ac.
TRAIL = 0LF

PHASE 3H
PARK = 1.7 ac.
AMENITY = 0 ac.
BRAZOS ESMT = 0 ac.
OPEN SPACE = 14.1 ac.
POND = 1.2 ac.
TRAIL = 2,900LF

OPEN SPACE 4.6 ac.

POND

PARK 1.0 ac. TABLES & BENCHES

POND

AMENITY CENTER #2 2.3 ac.

PHASE 2M
PARK = 1 ac.
AMENITY = 2.3 ac.
BRAZOS ESMT = 0 ac.
OPEN SPACE = 0 ac.
POND = 0.8 ac.
TRAIL - 0LF

PARK 1.5 ac. PLAYGROUND

70' BRAZOS ELEC. ESMT. 5.6 AC.

PARK 1.7 ac. TABLES & BENCHES

OPEN SPACE 4.6 ac.

OPEN SPACE 1.3 ac.

OPEN SPACE 3.6 ac.

FUTURE SCHOOL SITE 13 AC.

FLOODPLAIN

PHASE 1M
TRAIL - 1,200LF

PHASE 1L
BRAZOS ESMT = 0.8 ac.
TRAIL = 500LF

PARK 2.2 ac TABLES & BENCHES

PHASE 2H
PARK = 1.7 ac.
AMENITY = 0 ac.
BRAZOS ESMT = 0 ac.
OPEN SPACE = 10.7 ac.
POND = 0 ac.
TRAIL = 6,300LF

PARK 1.7 ac. PLAYGROUND

OPEN SPACE 2.8 ac.

FLOODPLAIN

RYAN SPIRITAS PARKWAY

1.8 ac.

AMENITY CENTER #1 4.2 ac.

POND

RETAIL

LEWISVILLE LAKE

OPEN SPACE 1.3 ac.

PARK 0.4ac. BENCHES

OPEN SPACE 4.6 ac.

PARK 0.8 ac BENCHES

OPEN SPACE 2.0 ac.

PARK 1.4 ac. BENCHES

OPEN SPACE 3.3 ac.

FS 3 AC.

PHASE 1
PARK = 5.7 ac.
AMENITY = 4.2 ac.
BRAZOS ESMT = 2.1 ac.
OPEN SPACE = 6.5 ac.
POND = 2.9 ac.
TRAIL = 3,800LF

FLOODPLAIN

OPEN SPACE 1.4 ac.

PARK 0.9 ac. PLAYGROUND

OPEN SPACE PLAN

Spiritas Ranch Concept Plan 25

DATA TABLE

Gross Site Area:		545+/-
	Minimum Acres to be Provided	Required Acres
Active Parks (Suitable for open play)	25	13.23
Parks	12	
Amenity Centers	7	
Brazos Esmt/ Trail	6	
Passive Parks	52	13.23
Open Space	31	
Ponds	5	
Floodplain	16	
Total Open Space	77	26.46

Notes:
1. The park locations are for illustrative purposes and are subject to future alteration during the design process.

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1"=450'
DATE: Jan. 2021

CENTURION AMERICAN

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OAK GROVE CHURCH & CEMETERY

HEB GROCERY COMPANY LP

LAURA KECK

FUTURE COMMERCIAL (BY OTHERS)

FUTURE COMMERCIAL (BY OTHERS)

FUTURE COMMERCIAL (BY OTHERS)

FM 720

8' TRAIL

PHASE 1H
TRAIL = 2,500LF

PHASE 4H
TRAIL = 0LF

PHASE 3H
TRAIL = 2,900LF

AMENITY CENTER

ELEV. 537

PHASE 2M
TRAIL = 0LF

8' TRAIL

FUTURE SCHOOL SITE 13 AC.

8' TRAIL

PHASE 1M
TRAIL = 1,000LF

PHASE 4H
TRAIL = 6,300LF

FLOWAGE EASEMENT

PHASE 1L
TRAIL = 500LF

RYAN SPIRITAS PARKWAY

AMENITY CENTER

8' TRAIL

FS
3 AC.

8' TRAIL

PHASE 1
TRAIL = 3,800 LF

FLOWAGE EASEMENT

TRAIL PLAN

Spiritas Ranch Concept Plan 25

DATA TABLE	
Gross Site Area:	549+/-
8' Trail	17,200 LF
Flowage Easement = 537 Elevation	

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

SCALE: 1"=450'
DATE: Jan. 2021

CENTURION AMERICAN

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Notes:

1. Phase 1 construction to be completed 24 months after first PID Bond funding issued.
2. Amenity Center #1 to start construction 90 days after acceptance of Phase 1.

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1"=500'
DATE: Jan. 2021

CENTURION AMERICAN

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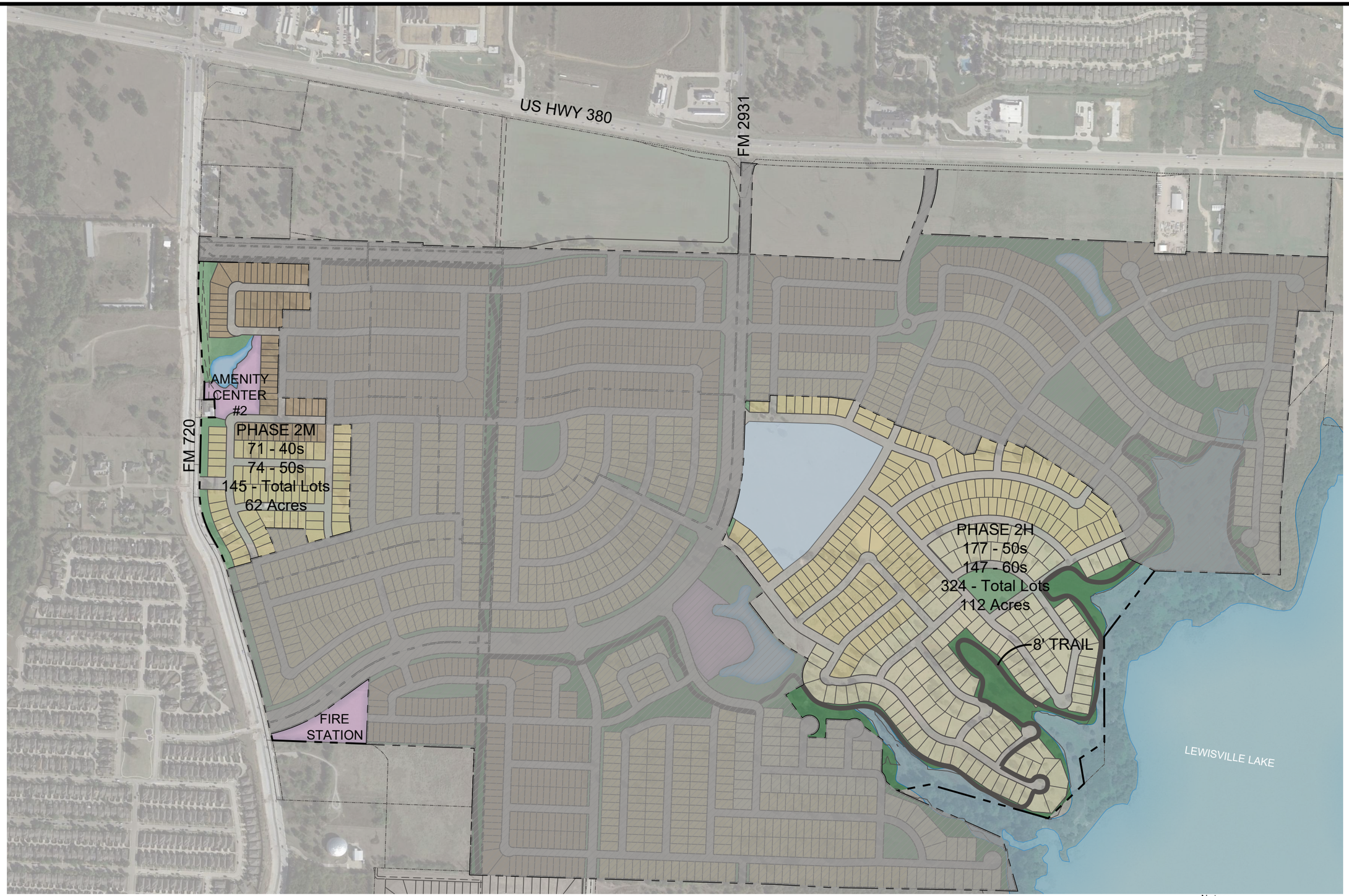

Notes:

1. Amenity Center #2 to start construction 90 days after the acceptance of Phase 2.
2. The fire station construction to begin after issuance of 1,250th building permit.

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1"=500'
DATE: Jan. 2021

CENTURION AMERICAN

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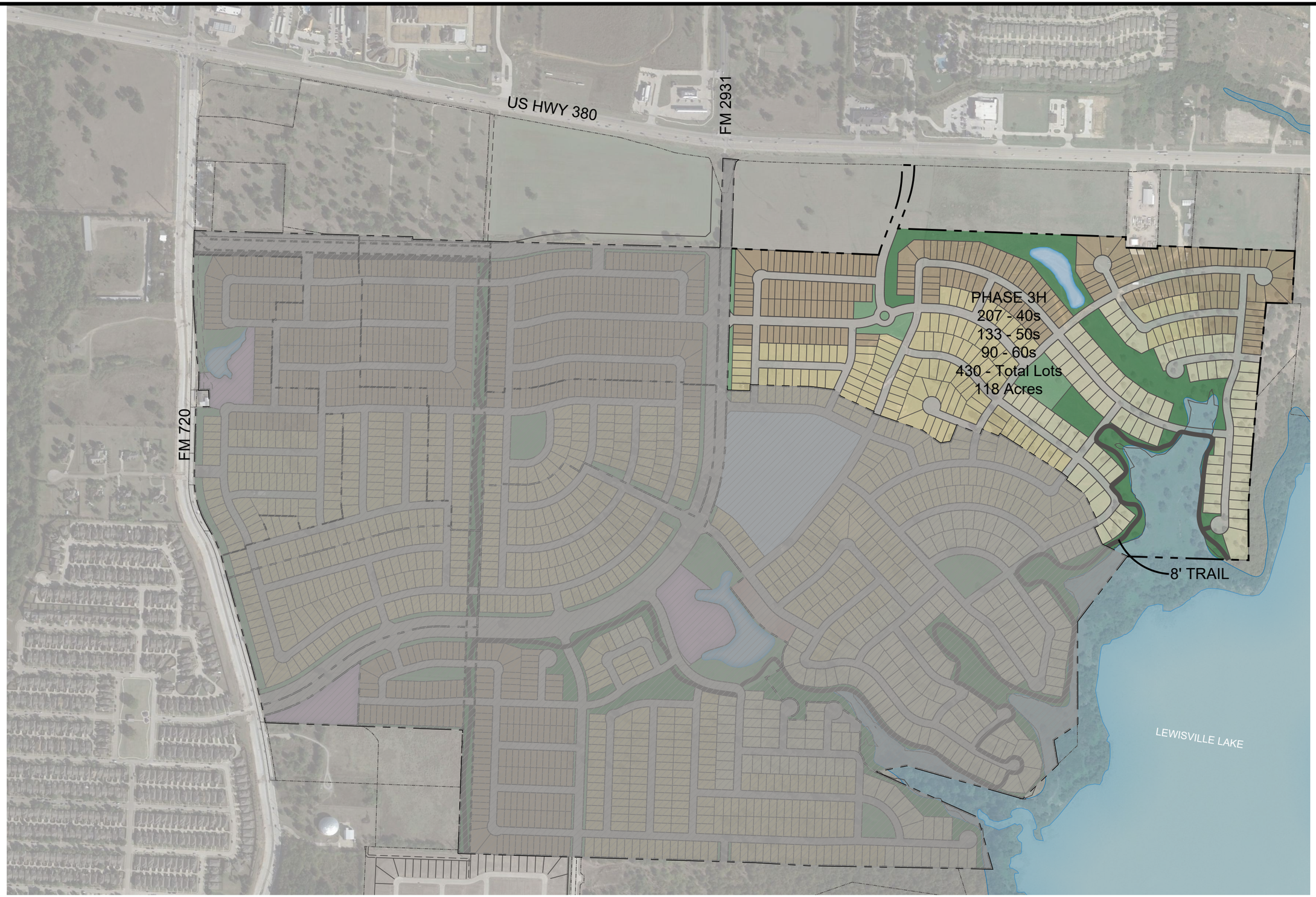

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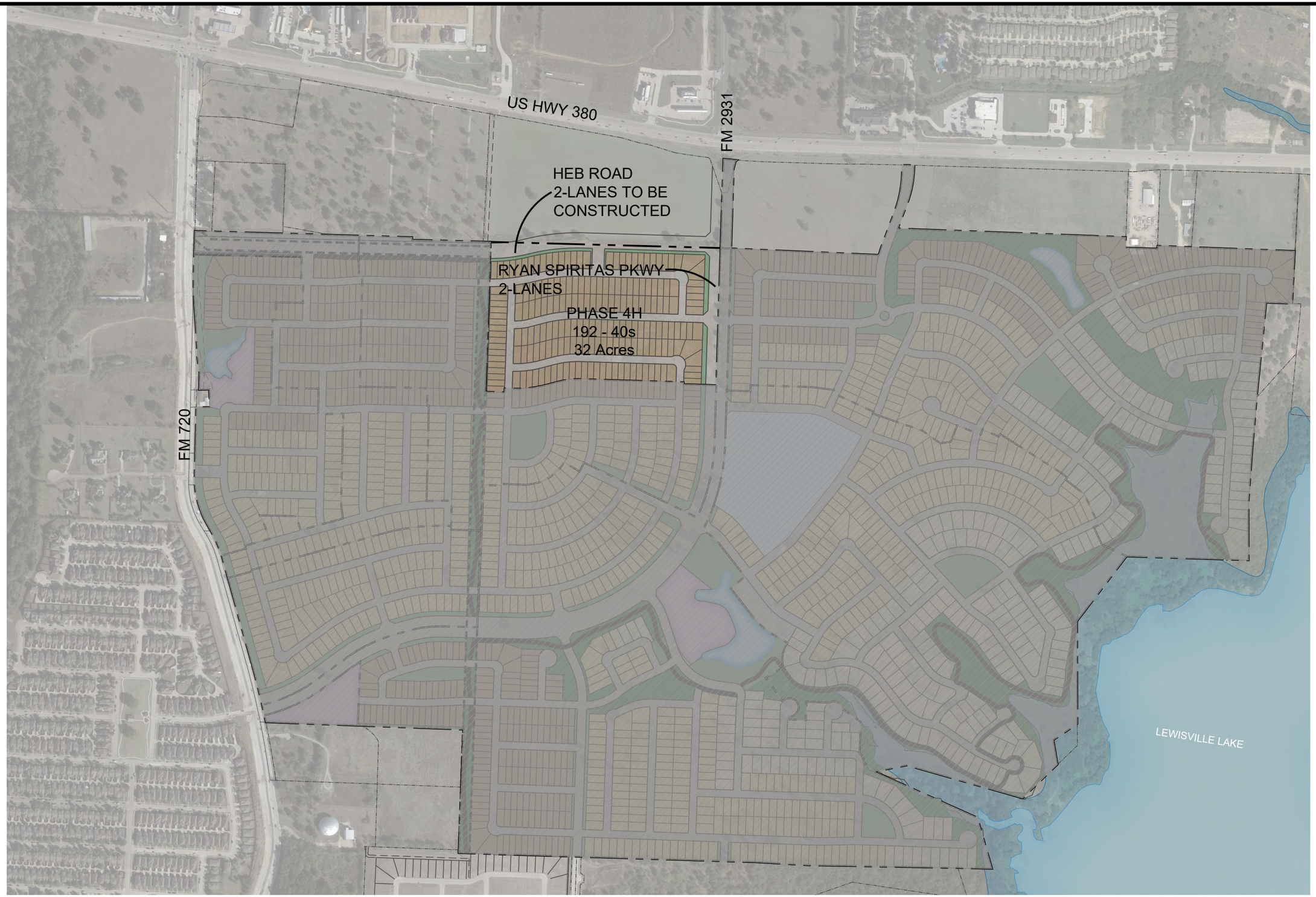
BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1"=500'
DATE: Jan. 2021

CENTURION AMERICAN



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BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1"=500'
DATE: Jan. 2021

CENTURION AMERICAN

SPIRITAS RANCH DEVELOPMENT STANDARDS – REVISION 9

I. LOT TYPE REGULATIONS

Spiritas Ranch Development will include a variety of lot types in order to achieve the goals established for the district. The lot types and requirements for each shall be as follows:

A. Lot Type SF-4A:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single-Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:

   a. Model homes (inclusive of early permits) - permitted by right
   b. Temporary sales offices - permitted by right
   c. Temporary construction offices - permitted by right
   d. Temporary asphalt batch plants - requires administrative approval only
   e. Temporary concrete batch plants – requires administrative approval only
   f. Temporary construction yards - permitted by right
   g. Concrete Washouts - permitted by right

2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.

3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	4,500+/- square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty-five percent (55%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways, and porches, shall be 1,800 square feet, with the exception that no more than 10% of homes or dwellings being allowed to be 1,500 square feet minimum.
Front Yard:	20 ~~(25')~~ feet minimum

Rear Yard:	(20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 ~~(6')~~ feet minimum
Side Yard Adj. to Street:	15 ~~(28')~~ feet minimum
Lot Width:	40 ~~(60')~~ feet minimum (measured at front building line)
Garage:	May face front or side street.

B. <u>Lot Type SF-4B:</u>

1. <u>Permitted Uses:</u> Land use shall comply with uses permitted for SF-4 Single-Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:

   a. Model homes (inclusive of early permits) – permitted by right
   b. Temporary sales offices - permitted by right
   c. Temporary construction offices – permitted by right
   d. Temporary asphalt batch plants – requires administrative approval only
   e. Temporary concrete batch plants – requires administrative approval only
   f. Temporary construction yards – permitted by right
   g. Concrete Washouts – permitted by right

2. <u>Height Regulations:</u> No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.

3. <u>Area Regulations:</u> The following minimum standards shall be required as measured from property lines:

Lot Size:	5,650+/- ~~(6,000)~~ square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty-nine percent (59%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways, and porches, shall be 2,000 square feet, with the

	exception that no more than 10% of homes or dwellings being allowed to be 1,800 square feet minimum.
Front Yard:	20 ~~(25')~~ feet minimum
Rear Yard:	(20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 ~~(6')~~ feet minimum
Side Yard Adj. to Street:	15 ~~(28')~~ feet minimum
Lot Width:	50 ~~(60')~~ feet minimum (measured at front building line)
Garage:	May face front or side street.

C. <u>Lot Type SF-4C:</u>

1. <u>Permitted Uses:</u> Land use shall comply with uses permitted for SF-4 Single-Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:

   a. Model homes (inclusive of early permits) – permitted by right
   b. Temporary sales offices – permitted by right
   c. Temporary construction offices – permitted by right
   d. Temporary asphalt batch plants – requires administrative approval only
   e. Temporary concrete batch plants – requires administrative approval only
   f. Temporary construction yards – permitted by right
   g. Concrete Washouts – permitted by right

2. <u>Height Regulations:</u> No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.

4. <u>Area Regulations:</u> The following minimum standards shall be required as measured from property lines:

Lot Size:	7,100+/- ~~(6,000)~~ square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed sixty-three percent (63%) of the total lot area. Driveways, flatwork, swimming

	pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,000 square feet.
Front Yard:	20 ~~(25')~~ feet minimum
Rear Yard:	(20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 ~~(6')~~ feet minimum
Side Yard Adj. to Street:	15 ~~(28')~~ feet minimum
Lot Width:	60 feet minimum (measured at front building line)
Garage:	May face front or side street.

D. <u>Commercial Development Regulations:</u>

1. Permitted Uses: Land use and structures shall comply with the requirements for the "LC" Light Commercial District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. Architectural and site design shall comply with the Town's current standards. In addition, the following uses are permitted by right or requires administrative approval only as provided below:

a. Private club/Amenity Center – permitted by right
b. Model homes – permitted by right
c. Temporary sales offices – permitted by right
d. Temporary construction offices - permitted by right
e. Temporary asphalt batch plants – requires administrative approval only
f. Temporary construction yards – permitted by right
g. Temporary concrete batch plants – requires administrative approval only

II. <u>DEVELOPMENT AND DESIGN STANDARDS</u>

A. <u>Street:</u> The following street types shall establish the criteria for streets allowed within Spiritas Ranch Development.

1. <u>Ryan Spiritas Parkway</u> (P6D-2 Primary Arterial-2, Divided, 140' Right-of-Way).

Public Right-of-Way Width:	140’
Pavement Width:	Two (2) – 25’ B/B
Pavement Section:	8”, 3,600 psi concrete
Curb Radii:	20’
Sidewalk Width:	6’(1)
Landscape Median (Measured from Back-of-Curb):	20’ in Width
Parkway Width:	35’
Parking:	No parking allowed

(1) Sidewalks shall be constructed on both sides of Ryan Spiritas Parkway

2. New HEB Road (M4D-1 Minor Arterial-1, Divided, 100’ Right-of-Way) (1).

Public Right-of-Way Width:	100’
Pavement Width:	Two (2) – 25’ B/B
Pavement Section:	8”, 3,600 psi concrete
Curb Radii:	20’
Sidewalk Width:	6’
Landscape Median (Measured from Back-of-Curb):	20’ in Width
Parkway Width:	15’
Parking:	No parking allowed

(1) Spiritas Ranch Development shall only be responsible for constructing the two (2) southern lanes. Utilities shall be within ROW. No adjacent landscape buffer shall be required.

3. Collector (C2U – Collector, 60’ Right-of-Way)

Public Right of Way Width:	60’
Pavement Width:	37’ B/B
Pavement Section:	6”, 3,600 psi concrete
Curb Radii:	20’
Minimum Centerline Radius for Curves:	100’
Minimum Tangent between Reverse Curves:	0’
Minimum Sidewalk Width:	5’
Parkway Width:	11.5’

4. Urban Mix Residential (R – Residential Street, 50’ Right-of-Way)

Classification: Designed to provide access to residential areas.

Public Right of Way Width:	50’
Pavement Width:	31’ B/B

Pavement Section:	6", 3,600 psi concrete
Curb Radii:	20'
Minimum Centerline Radius for Curves:	100'
Minimum Tangent between Reverse Curves:	0'
Minimum Sidewalk Width:	5'
Parkway Width:	9.5'
Parking:	Allowed on both sides

B. **Residential Architectural Design Standards:** All development within Spiritas Ranch Development shall comply with Section 106-06 of the Town of Little Elm Zoning Ordinance with the following modification:

1. Minimum masonry requirement. The front facing exterior facades of the main building or structure shall be constructed of 100 percent masonry finishing material that is comprised of brick, stone, cast stone, or a combination thereof. The overall minimum masonry content of all facades shall be 85 percent. Stucco or other cementitious materials such as hardie board may be used as a secondary design feature with no more than 15 percent of any facade other than those facing a right-of-way being made up of this material. Other materials of equal or similar characteristics may be allowed at the discretion of the director.

2. Alternate stucco architecture. If a home is designed with a specific architectural style that warrants the use of stucco as the primary exterior material, including but not limited to Mediterranean, Spanish, southwest or modern, then the use of stucco as a primary material will be allowed ~~may be approved by the director~~. All elements of the architectural style must be consistently incorporated, including but not limited to composition roof and clay roof tiles, typical of the style. Residences with primarily stucco finishes may ~~shall~~ be accented with heavy wood beams, stonework or other features to enhance the style. Elevations with no discernable style that simply disregard the required masonry requirement will not be considered.

3. Cementitious fiberboard and engineered wood. Cementitious fiberboard or engineered wood may constitute up to 50 percent of the exterior facades of stories other than the first floor if the 85 percent masonry finishing materials is maintained overall. Cementitious fiberboard or engineered wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, or other architectural features approved by the director.

4. Elevation repetition. Each unique house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on four ~~two~~ lots in either direction on the same side of the street. A wide variety of elevations is desired as it augments the character of the subdivision and

reduces monotony of design. Houses that have a primarily stucco exterior shall be limited to three per block face.

5. Elevation masonry mix and pattern. Front elevations may ~~should~~ use more than one type of masonry construction in a variety of patterns to vary the architectural appeal of the streetscape. ~~Regardless of the 85 percent minimum Category A masonry requirements, every facade shall be a mixture of materials and no one facade may be constructed of cementitious fiberboard or engineered wood or a combination of these products.~~

6. Doors. Garage doors and front entry doors visible from the right-of-way shall consist of stained cedar, redwood, spruce, fir or other hardwood, or other products, including products that are not wood but have a wood appearance, including fiberglass, aluminum/ metal or hardie and approved by the director. Garage doors shall not be required to have reveals or textures or be recessed from garage face.

7. Some front porches shall be bricked.

8. Front Door enhancement. Homes shall be designed in a manner that enhances the front door rather than the garage door and shall include one of the following or other gifts to streets:
   - Front Porch
   - Columns/ Gateways/ Articulation
   - Or Other Gifts to the Streets

9. Gifts to the Street: All buildings constructed shall include decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the town's building official) and at least three (3) ~~four (4)~~ of the following below listed design features to provide visual relief along the front of the residence:

Garage door(s) with hardware;
Carriage style garage door(s) with hardware;
Architectural pillars or posts;
Bay window(s);
Brick chimney on exterior wall;
Cast stone accents;
Covered front porches (minimum of 30 ~~60~~ square feet covered by main roof or an architectural extension);
Cupulas or turrets;
Dormers or gables;
Garage door not facing the street (J-swing garage style);
Roof accent upgrades (e.g. metal, tile, slate, solar tiles);
Recessed entries a minimum of three feet deeper than main front facade;

Greater than 6:12 primary roof pitch, or variable roof pitches;
Transom windows;
Shutters;
8' Front door
Colored mortar
Brick smaller than "King Size"
Masonry arches;
Mixed masonry patterns (over and above what is required by section 106.06.02(b)(5));
Hanging or Coach lights at entrances;
Decorative attic or gable feature, minimum two square feet in size (e.g. vent, window, brick detail);
Divided Light Windows on the front;
Colored Windows – tan or black;
Decorative Hardware on front door or sconces next to front door;
Exposed rafter tails.

C. <u>Landscape Standards:</u>

1. Trees planted within the median and common areas adjacent to Ryan Spiritas Parkway, and landscape buffers shall be a minimum 3" caliper and shall be planted at a ratio of one (1) tree per each fifty (50) linear feet of street frontage. Trees planted within these common spaces may be planted in groupings, clusters or masses.

2. Amenity retention (wet) ponds shall be designed in a manner to be an amenity to the development by providing a gentle six-to-one (6:1) slope (a partial decorative stone retaining wall may be allowed), a large canopy tree for each 75 ~~20~~ linear feet of the perimeter (which may be clustered), ~~benches~~, fountains, and trash receptacles ~~and public art~~. Such ponds shall include aeration to ensure water quality. The area shall be accessible by patrons and be maintained by the property owner or established property owners association.

3. Amenity detention (dry) ponds shall be designed in a manner to be an amenity to the development by providing a gentle six-to-one (6:1) slope (a partial decorative stone retaining wall may be allowed), a large canopy tree for each 50 ~~30~~ linear feet of the perimeter (which may be clustered), benches and trash receptacles.

4. At least one (1) small ornamental tree, per lot, shall be planted in the side yard of lots adjacent to a street. Trees shall be a minimum 3.0" caliper.

5. Tree Requirements:

Each lot shall have a minimum of two (2) total trees with a combined minimum caliper of 6-inches.

6. No tree mitigation will be required for this project.

7. All front yard landscape beddings are not required to be edged with masonry.

D. **Residential fences:** All residential fences shall be 6-foot cedar board on board fencing with a top cap on all sides of the lots.

III. GENERAL SUBDIVISION POLICIES

1. No alleys are required within the Spiritas Development.

2. Trails:

a. All trails shall be 8' wide with a minimum 15' wide level ground surface.

3. (j) (7) a. Parallel Streets – Remove section 107.08.02 (j)(7) a. This section requires 60% of the frontage of creeks to be by ROW

4. (j) (7) b. Cul-de-sac streets – Remove section 107.08.02 (j)(7) b. This section limits the placement of cul-de-sacs, disallows multiple cul-de-sacs in a row, and adds a requirement for a feature at the end of the cul-de-sac. Also puts restrictions on how many cul-de-sacs can be closed off to the floodplain

5. (j)(8) Setbacks. Adjust side yard setbacks adjacent to creeks/shorelines to be 15' minimum.

Section 107.08.03 – Streets and alleys

6. (b)(5) Maximum street length. "No street shall be more than 1,000 feet in length". Change to "1,200"

7. (6) Curvilinear requirement. Remove this paragraph. "When a residential street length exceeds 500 feet but is less than 1,000 feet in length, the design of the street shall include a curve of between 100 to 200 feet radius for a length equal to the curve radius."

8. (7) Street calming methods. Remove this paragraph.

Section 107.08.06 – Other subdivision regulations

9. (e)(3)a. Remove paragraph. Section is requirement for live-screening of franchise utility ground-mounted equipment - 3' spacing of five-gallon shrubs

Section 107.09.01 – Applicability and general requirements

10. (b)(5) Non-residential uses adjacent to parks. Revise section to remove requirement that use cannot back up to park/open space

11. (b)(6) Street abutting a park. Remove 2nd sentence that may require streets abutting open space to be increased width from 31' to 37'.

ENGINEERING DESIGN STANDARDS

Section 3.0 – Drainage design requirements

12. E. – Remove requirement for concrete lining of channels based on CA values. Concrete should remain as an option, but not a requirement. Alternative stabilization techniques shall be approved by the Town Engineer if lining of channel is not concrete.

Section 5.0 – Other Improvements

Electric Power and Telephone Service – All powerlines, excluding those preexisting transmission lines, shall be buried.

AMENITY SITE #1

SITE LANDSCAPE

1. STREET TREES AT 1 - 3" CALIPER TREE PER 50 LF OF STREET FRONTAGE'
2. ENHANCED LANDSCAPE AREA 15,000 SF
3. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

POOL AREA (PHASE 1)

PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

1.	CABANA	3,200 SF
2.	POOL	3,000 SF
3.	POOL DECK	5,200 SF
4.	KID POOL	1,000 SF
5.	PLAY GROUND	1,200 SF
6.	OPEN PLAY	46,375 SF
7.	POND	2.70 ACRES
8.	8' H/B TRAIL	4,160 SF
9.	6' SIDEWALK	11,550 SF - PERIMETER
10.	PARKING	31 SPACES PLUS 2 HANDICAP SPACES (35 TOTAL

RESTAURANT / CONVENIENCE STORE (PHASE 3)

PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS OF ISSUANCE OF THE 1,500TH BUILDING PERMIT.

1.	REST. / STORE	5,000 SF
2.	OUTDOOR DINING	1,500 SF
3.	RETAIL	3,000 SF
4.	PARKING	69 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)

AMENITY SITE #2 (PHASE 2)

PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

1.	CABANA	280 SF
2.	POOL	1,600 SF
3.	OPEN PLAY	16,000 SF
4.	POND	0.81 ACRES
5.	6' SIDEWALK	1,025 SF
6.	5' SIDEWALK	2,550 SF
7.	PARKING	7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)

300 150 0 300 600

1" = 300' - 0"

Spiritas Ranch

OVERALL SITE

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900

TBAE Firm #BR643

CONCEPT - OVERALL
SHEET 1

Plotted by: ######## Plot Date: 1/26/2021 11:56 AM

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RYAN SPIRITAS PARKWAY

8'-0" CONCRETE TRAIL

TURF AREA

3" CALIPER CANOPY TREES AT 50'-0" O.C.

OPEN PLAY
70,615 SF

CANOPY TREES 3" CALIPER

5000 SF RESTARAUNT / CONVENIENCE STORE

SAND VOLLEYBALL (2)

1,000 SF KID POOL WITH SPRAY TOYS

3" CALIPER CANOPY TREES AT 50'-0" O.C.

ENHANCED LANDSCAPE

3,200 SF CABANA

3,000 SF POOL

5,250 SF POOL DECK

6'-0" HT. ORN. METAL FENCE

ENHANCED LANDSCAPE

PLAYGROUND

4'-0" HT. ORN. METAL FENCE

POND
3.0 ACRES

ENHANCED LANDSCAPE

3,000 SF RETAIL

6'-0" CONCRETE SIDEWALK

TURF AREA

CANOPY TREES 3" CALIPER

AMENITY SITE #1

SITE LANDSCAPE

1. STREET TREES AT 1 - 3" CALIPER TREE PER 50 LF OF STREET FRONTAGE'
2. ENHANCED LANDSCAPE AREA 15,000 SF
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POOL AREA (PHASE 1)

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3.	POOL DECK	5,200 SF
4.	KID POOL	1,000 SF
5.	PLAY GROUND	1,200 SF
6.	OPEN PLAY	46,375 SF
7.	POND	2.70 ACRES
8.	8' H/B TRAIL	4,160 SF
9.	6' SIDEWALK	11,550 SF - PERIMETER
10.	PARKING	

31 SPACES PLUS 2 HANDICAP SPACES (35 TOTAL

RESTAURANT / CONVENIENCE STORE (PHASE 3)

PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS OF ISSUANCE OF THE 1,500TH BUILDING PERMIT.

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2.	OUTDOOR DINING	1,500 SF
3.	RETAIL	3,000 SF
4.	PARKING	

69 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)

AMENITY SITE #2 (PHASE 2)

PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

1.	CABANA	280 SF
2.	POOL	1,600 SF
3.	OPEN PLAY	16,000 SF
4.	POND	0.81 ACRES
5.	6' SIDEWALK	1,025 SF
6.	5' SIDEWALK	2,550 SF
7.	PARKING	

7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)

40 20 0 40 80

1" = 40' - 0"

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900

TBAE Firm #BR643

Spiritas Ranch

AMENITY SITE #1

CONCEPT - SHEET 2

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POND
0.81 ACRES

FM 720

TURF AREA

OPEN PLAY
16,00 SF

CANOPY TREES
3" CALIPER

2,550 SF
POOL DECK

6'-0" HT. ORN.
METAL FENCE

1600 SF
POOL

280 SF
CABANA

ENHANCED LANDSCAPE

CANOPY TREES
3" CALIPER

6'-0" CONCRETE
SIDEWALK

AMENITY SITE #1

SITE LANDSCAPE

1. STREET TREES AT 1 - 3" CALIPER TREE PER 50 LF OF STREET FRONTAGE'
2. ENHANCED LANDSCAPE AREA 15,000 SF
3. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

POOL AREA (PHASE 1)

PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

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5.	PLAY GROUND	1,200 SF
6.	OPEN PLAY	46,375 SF
7.	POND	2.70 ACRES
8.	8' H/B TRAIL	4,160 SF
9.	6' SIDEWALK	11,550 SF - PERIMETER
10.	PARKING	

31 SPACES PLUS 2 HANDICAP SPACES (35 TOTAL

RESTAURANT / CONVENIENCE STORE (PHASE 3)

PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS OF ISSUANCE OF THE 1,500TH BUILDING PERMIT.

1.	REST. / STORE	5,000 SF
2.	OUTDOOR DINING	1,500 SF
3.	RETAIL	3,000 SF
4.	PARKING	

69 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)

AMENITY SITE #2 (PHASE 2)

PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

1.	CABANA	280 SF
2.	POOL	1,600 SF
3.	OPEN PLAY	16,000 SF
4.	POND	0.81 ACRES
5.	6' SIDEWALK	1,025 SF
6.	5' SIDEWALK	2,550 SF
7.	PARKING	

7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)

20 10 0 20 40
1" = 20' - 0"

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900

TBAE Firm #BR643

Spiritas Ranch

AMENITY SITE #2

CONCEPT - SHEET 3

Plotted by: ###### Plot Date: 1/26/2021 11:56 AM

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TxDOT

LG 720 & 380 LLC

US HWY 380

FM 2931

HEB GROCERY
COMPANY LP

FM 720

CHURCH

OAK GROVE
CEMETERY

70' BRAZOS ELEC. ESMT

100' ROW

30' UTRWD. ESMT

25' B-B PAV.

20' MEDIAN

25' B-B PAV.
BY OTHERS

30' UTRWD. ESMT

LAURA KECK

25' B-B PAV.
BY OTHERS

100' ROW

25' B-B PAV.

20' MEDIAN

RYAN SPIRITAS PKWY

HEB NEW ROAD

25' B-B PAV.

25' B-B PAV.

140' ROW

20' MEDIAN

36' B-B PAV.

36' B-B PAV.

S:\2019\20190117-00 Spiritas Ranch\CAD\EXHIBITS\20190170OLP25SpiritasRanchHEBNewRoad01252021.dwg Jan 25,2021 - 10:08 am chancock

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1"=500'
DATE: Jan. 2021

CENTURION AMERICAN

G
4.79 AC

OAK GROVE RD.

D1
13.765 AC

D
151.32 AC

D2
47.4 AC

PROVIDENCE BLVD.

FM 2931

F
7.35 AC

US HWY 380

E
36.52 AC

FM 720

26 AC

14 AC

15 AC

11 AC

E1
0.16 AC

A
299.39 AC

H
384.60 AC

Approximately 66 acres to be excluded from TIRZ 5 Zone

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

LITTLE ELM TIRZ 5 ZONE
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

SCALE: 1"=900'
DATE: JULY 2020

CENTURION AMERICAN

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\20190170OLP08Spiritas TLE TIRZ 5 ZONE 07082020.dwg Jul 08,2020 - 7:39 pm chancock

SPIRITAS RANCH DEVELOPMENT AGREEMENT

This Spiritas Ranch Development Agreement (this "Agreement") is entered into between the **TOWN OF LITTLE ELM, TEXAS**, (the "Town"), and **MM LITTLE ELM 548, LLC**, a Texas limited liability company, (the "Developer") to be effective on the Effective Date.

SECTION 1
RECITALS

WHEREAS, certain terms used in these recitals are defined in Section 2; and

WHEREAS, the Developer and the Town are sometimes collectively referenced in this Agreement as (the "Parties,") or, each individually, as (the "Party"); and

WHEREAS, the Town is a home rule municipality of the State of Texas located within Denton County (the "County"); and

WHEREAS, the Developer owns and intends to develop approximately 544.132 acres of real property, which property is described by metes and bounds in **Exhibit A** and depicted on **Exhibit B** ("Property") and located in the County; and

WHEREAS, the Property is located partially within the extraterritorial jurisdiction ("ETJ") of the Town and partially within the corporate limits of the Town and not within the ETJ or corporate limit of any other municipality; and

WHEREAS, the Developer and the Town desire to have the ETJ Property (excluding approximately 1 to 3.6 acres) annexed into the Town's corporate boundaries and provide the Town with greater regulatory powers and controls over the development of the ETJ Property annexed into the Town as set forth in this Agreement; and

WHEREAS, the Property will consist of approximately 2135 single-family homes; and

WHEREAS, the Developer plans to develop the Property consisting of residential uses upon the execution of this Agreement and purchase of the Property, and subsequent issuance of PID Bonds for the payment of certain costs for the construction and acquisition of certain public improvements and certain other associated costs to benefit the Property, and for the repayment to Developer for any costs advanced for the construction and acquisition of certain public improvements to benefit the Property as set forth in this Agreement; and

WHEREAS, the Developer desires and intends to design, construct and install and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property ("Authorized Improvements"), which Authorized Improvements are generally identified in **Exhibit C** and will be the same as those described in the Service and Assessment Plan; and

WHEREAS, the Developer shall convey or cause the conveyance of a three acre site within the Property to the Town for the purpose of having a fire station constructed on the site, necessary to serve the Property; and

WHEREAS, the Developer intends for the design, construction and installation of the Authorized Improvements to occur in a phased manner and to dedicate or cause the dedication of such Authorized Improvements to the Town, for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the Town Regulations, as hereinafter defined, and contingent upon the partial or total financing of such Authorized Improvements; and

WHEREAS, the Developer and the Town estimate that the cost of the Authorized Improvements that the Developer shall be reimbursed for will be $65,000,000.00 and is the maximum amount that will be financed and reimbursed to the Developer; and

WHEREAS, to accomplish the high quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the Town has determined it is necessary for the Town to create a public improvement district ("PID") pursuant to Chapter 372, Texas Local Government Code, as amended ("PID Act"); and

WHEREAS, in consideration of the Developer's agreements contained herein, the Town shall exercise its powers under the PID Act, to provide alternative financing arrangements that will enable the Developer to do the following in accordance with the procedures and requirements of the PID Act and this Agreement: (a) fund or be reimbursed for a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds or obtain reimbursement for the specified portion of the costs of the Authorized Improvements but not to exceed $65,000,000.00, the source of which reimbursement will be installment payments from Assessments within the Property or the issuance of PID Bonds; and

WHEREAS, the Town, subject to the consent and approval of the Town Council, and in accordance with the terms of this Agreement and all legal requirements, intends to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the estimated cost of the Authorized Improvements shown on **Exhibit C** and the costs associated with the administration of the PID and issuance of the PID Bonds; and (iii) issue PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund); and

WHEREAS, the Town, in its sole legislative discretion, may issue PID Bonds periodically up to a maximum of $65,000,000.00, in multiple series, to finance a specified portion of the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund); and

WHEREAS, prior to the sale of the first PID Bond issue: (a) the Town Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan and an Assessment Ordinance (collectively, the "PID Documents"); (b) the Town shall have reviewed and approved the Home Buyer Disclosure Program; (c) owners of the Property constituting all of the acreage in the PID shall have executed a Landowner Agreement (as defined in Section 2, herein); and (d) the

Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the Town; and

WHEREAS, the Parties agree that the Authorized Improvements are also improvements that qualify as projects under the TIF Act, as amended; and

WHEREAS, the Property is located within the TIRZ; and

WHEREAS, prior to the authorization of the first issuance of PID Bonds, the Town Council intends to amend the TIRZ Ordinance and the TIRZ Project and Finance Plan as detailed in Section 4 of this Agreement; and

WHEREAS, the Developer understands and acknowledges that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

WHEREAS, the Developer understands and acknowledges that acceptance of this Agreement is not an exaction or a concession demanded by the Town, but rather is an undertaking of the Developer's voluntary design to ensure consistency, quality, and adequate infrastructure that will benefit the Developer's development of the Property and the Property itself; and

WHEREAS, it is the intent of the Parties that the Property will be developed pursuant to an agreed upon concept plan ("Concept Plan"), which Concept Plan is attached hereto as **Exhibit D**, and the development standards set forth in certain proposed planned development zoning standards ("Development Standards"), which Development Standards are attached hereto as **Exhibit E**; and

WHEREAS, the Parties agree that the standard review period (the "Standard Review Period") for inspections shall be two (2) business days and the Standard Review Period for plan review shall be ten (10) days; and

WHEREAS, immediately following annexation of the ETJ Property (excluding approximately 1 to 3.6 acres), the Town intends to consider zoning the Property as a planned development district in accordance with this Agreement; and

WHEREAS, as a portion of the Property is within the Town's ETJ on the Effective Date, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code; and

WHEREAS, the Town recognizes the positive impact that the construction and installation of the Authorized Improvements for the PID will bring to the Town and will promote state and local economic development; to stimulate business and commercial activity in the municipality; for the

development and diversification of the economy of the state; development and expansion of commerce in the state; and elimination of employment or underemployment in the state; and

WHEREAS, the Town recognizes that financing of the Authorized Improvements confers a special benefit to the Property within the PID.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 2
DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred by the Town in the establishment, administration, and operation of the PID.

Agreement means this Spiritas Ranch Development Agreement.

Amenity Center. A public facility serving the public and the property utilized for sports and recreation activities.

Assessment means a special assessment levied by the Town within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs.

Assessment Ordinance means an ordinance adopted by the Town Council which levies assessments on the Property in accordance with the PID Act to pay for a specified portion of the costs of certain Authorized Improvements and interest thereon set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds that provide a special benefit to the Property.

Assessment Roll(s) means an Assessment Roll(s) attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual updated to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means water, sewer, drainage, and roadway infrastructure and facilities needed to serve and fully develop the Property and to be constructed by the Developer or by or on behalf of the Town, including but not limited to the improvements listed in **Exhibit C**.

Authorized Improvement Costs means the design, engineering, construction, and inspection costs of the Authorized Improvements.

Bond Ordinance means and refers to an ordinance adopted by the Town Council that authorizes and approves the issuance and sale of the PID Bonds by the Town.

Budgeted Cost with respect to any given Authorized Improvement means the estimated cost of such improvement as set forth in **Exhibit C**.

Certification for Payment Form means a certificate which shall be submitted to the Town no more frequently than monthly, with all paid invoices, bills, and receipts for work completed on any of the Authorized Improvements, in the form of **Exhibit J** attached hereto.

Chapter 380 means Chapter 380 of the Texas Local Government Code, as amended.

Cost Underruns means actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the SAP.

Developer means the entity, MM Little Elm 548, LLC, a Texas limited liability company and its successors and assigns, responsible for developing the Property in accordance with this Agreement.

Development means the new development on the Property that is the subject of this Agreement.

Effective Date means the effective date of this Agreement, which shall be the date upon which all parties have fully executed this Agreement.

ETJ Property means the real property described by metes and bounds in **Exhibit A-1** and depicted on **Exhibit B-1.**

Eminent Domain Fees shall have the meaning assigned in Section 14.7 hereof.

End Buyer means any Developer, developer homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

Fully Developed and Improved Lot means any lot in the Property, regardless of proposed use, intended to be served by the Authorized Improvements and for which a final plat has been approved by the Town and recorded in the Real Property Records of Denton County, Texas.

HOA means a homeowner's association governing the Property.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator as set forth in a document in the form of **Exhibit H** that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Improvement Account of the Project Fund means the construction fund account created under the Indenture used to pay for portions of the Authorized Improvements as provided for in the Service and Assessment Plan.

Indenture means a trust indenture by and between the Town and a trustee bank under which PID Bonds are secured and funds disbursed.

Landowner(s) means the Developer and additional owners of the Property.

Landowner Agreement means the agreement, as set forth in a document in the form of **Exhibit I**, of an owner of the Property consenting to the form and terms of the PID Documents.

Mayor means the Mayor of the Town of Little Elm, Texas.

Municipal Utility District means Denton County Municipal Utility District Number 8.

Mustang SUD means the Mustang Special Utility District.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

PID means a public improvement district created by the Town for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code, to be known as the Spiritas Ranch Public Improvement District.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Administrator means a company, entity, employee, or designee of the Town, who is experienced in public improvement districts and assessment administration and who shall have the responsibilities provided in the Service and Assessment Plan, or any other agreement or document approved by the Town, related to the duties and responsibilities for the administration of the PID.

PID Bonds means assessment revenue bonds issued by the Town and secured by Assessments on property within the PID.

PID Resolution means the resolution and improvement order adopted by the Council creating the PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Project means a commercial development and residential community including open space, and other public and private amenities that will benefit and serve the present and future citizens of the Town as contemplated by this Agreement.

Property means the real property described by metes and bounds in **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means all water, sewer, drainage and roadway infrastructure necessary to serve the full development of the Property.

Real Property Records of Denton County means the official land recordings of the Denton County Clerk's Office.

Service and Assessment Plan or SAP means the PID Service and Assessment Plan adopted by the Town Council, and amended annually, if needed, by the Town Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved by the Town, as required by this Agreement.

TIF Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ means Reinvestment Zone Number Five, Town of Little Elm, Texas.

TIRZ Documents means the TIRZ project and finance plan, the TIRZ Ordinance, and this Agreement.

TIRZ Fund(s) means the fund(s) set up by the Town in order to receive the TIRZ funds in accordance with this Agreement, the TIRZ Documents and state law.

TIRZ Ordinance means the Town Ordinance adopted by the Town Council establishing the TIRZ pursuant to Chapter 311, Texas Tax Code, and any subsequent ordinances effectuating amendments thereto.

TIRZ Project and Finance Plan means the project and finance plan for the TIRZ, as amended from time to time.

Town means the Town of Little Elm, a general law municipality located in Denton County, Texas.

Town Manager means the current or acting Town Manager or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting Town Manager.

Town Code means the Code of Ordinances, Town of Little Elm, Texas.

Town Council means the Town Council of the Town.

Town Regulations mean collectively, (i) the Town Code provisions, ordinances, design standards, and other policies duly adopted by the Town and in effect on the Effective Date of this Agreement and as may be amended, and (ii) the Town's uniform and international building and construction codes in effect on the Effective Date of this Agreement and as may be amended.

SECTION 3
PUBLIC IMPROVEMENT DISTRICT

3.1 Creation and Levy of Assessments. The Town shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, to levy the Assessments, and to prepare and approve the Service and Assessment Plan providing for the levy of the Assessments on the Property within the PID. Promptly following preparation and approval of a preliminary Service and Assessment Plan acceptable to the Developer and the Town and subject to the Town Council making findings that the Authorized Improvements confer a special benefit on the Property, the Town Council shall consider an Assessment Ordinance. The Developer shall develop the Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the Town Council's legislative discretion or functions.

3.2 Assessment. The tax equivalent assessment rate for each assessment levy shall not be less than $0.71 per $100 taxable assessed valuation, without prior, written consent of the

Developer. This aggregate levy of Assessments for all phases of Development shall provide a minimum of $36,000,000.00 of net funds for paying and/or reimbursing the Developer for costs of the Authorized Improvements.

3.3 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessments, the Developer shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Developer and shall approve and accept in writing the Home Buyer Disclosure Program and shall cause to be recorded against the Property covenants running with the land that will bind any and all current and successor developers and owners of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program.

SECTION 4
TIRZ #5

4.1 Tax Increment Reinvestment Zone Number 5. The Town shall exercise its powers under the TIF Act to revise the TIRZ Ordinance, TIRZ Project and Finance Plan, and any applicable TIRZ agreement, which revisions shall include (i) removing approximately 66 acres, as shown on **Exhibit K**, from the TIRZ, (ii) extending the term of the TIRZ to fiscal year 2060, and (iii) dedicating fifty percent (50%) of the Town's tax increment attributable to the TIRZ, based on the Town's tax rate each year, which funds generated from the Property shall be used to reimburse the Developer in the form of Chapter 380 grants for costs of public improvements in accordance with the TIRZ Project and Finance Plan.

4.2 TIRZ Priority. In accordance with the revised TIRZ Project and Finance Plan, the TIRZ Fund shall pay for the costs of capital improvements that are Authorized Improvements and qualify as projects under the TIF Act until fiscal year 2060 or until the amount of all funds collected as the TIRZ increment placed into the TIRZ Fund has an aggregate total of $184,000,000, whichever comes first.

4.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the Town's collected revenue from its tax increment obtained from the Property in each phase shall be placed into a TIRZ Fund, a separate fund which has been created by the Town. It is anticipated that the monies in the TIRZ Fund shall be distributed in accordance with each TIRZ Project and Finance Plan to reimburse the Developer in the form of Chapter 380 grants for costs of public improvements in accordance with the TIRZ Project and Finance Plan.

SECTION 5
MUNICIPAL UTILITY DISTRICT

The Developer shall have the obligation to ensure that the ETJ Property (excluding approximately 1 to 3.6 acres of real property which shall remain in the Municipal Utility District) shall be disannexed from the Municipal Utility District as soon as practical after the execution of this Agreement and before such portion of the ETJ Property is annexed into the Town limits.

SECTION 6
AUTHORIZED IMPROVEMENTS

6.1 Authorized Improvements. The Budgeted Costs, including the Authorized Improvements, are subject to change and shall be updated by the Town consistent with the Service and Assessment Plan, as may be updated and amended, and the PID Act, and shall be included on each approved final plat(s) for the Property as each final plat for each phase of the Property is approved by the Town Council. The Developer shall include an updated **Exhibit C** with each final plat application which shall be submitted to the Town Council for consideration and approval concurrently with the submission of each final plat. Upon approval by the Town Council of an updated **Exhibit C**, this Agreement shall be deemed amended to include such approved updated **Exhibit C**. The Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the Town.

6.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and have them submitted to the Town (and Mustang SUD in the case of water and wastewater improvements) for approval in accordance with the Town Regulations.

(b) Contract Award. The contracts for construction of Authorized Improvements shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide contract specifications and necessary related documents for the Authorized Improvements. The Developer shall administer all contracts. The Budgeted Costs, which are estimated on **Exhibit C**, shall be paid by the Developer or caused to be paid by the Developer, or the Developer's assignee, and reimbursed from the proceeds of the PID Bonds in accordance with the Indenture, or reimbursed by the collected Assessments levied pursuant to the terms of any reimbursement agreement. Until such Budgeted Costs are paid in full by the Town pursuant to the terms of this Agreement, the Indenture, or any reimbursement agreement, unpaid monies owed by the Town under any reimbursement agreement, or the Indenture shall bear interest as described therein.

(c) Construction Standards and Inspection. The Authorized Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected in accordance with applicable state law, Town Regulations and other development requirements, including those imposed by the Town and any other governing body or entity with jurisdiction over the Authorized Improvements (specifically Mustang SUD in the case of water and wastewater improvements). All applicable fees, including permit fees and inspection fees, shall be paid by Developer.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9) and 252.022(a)(11) based upon current cost estimates. In the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery methods may be utilized by the Town as allowed by law.

(e) Ownership. All of the Authorized Improvements shall be owned by the Town or Mustang SUD, where applicable, upon acceptance of them by the Town or Mustang SUD. The Developer agrees to take any action reasonably required by the Town to transfer or otherwise dedicate or ensure the dedication of easements and facilities for the Authorized Improvements to the Town and the public, and where applicable Mustang SUD.

6.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the Authorized Improvements or any portion thereof, the Town or Mustang SUD, as applicable, shall maintain and operate the Authorized Improvements.

(b) The HOA shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, retaining walls, ponds, entry features, and any other common improvements or appurtenances not maintained and operated by the Town, provided that all Authorized Improvements maintained by the HOA shall be public improvements.

6.4 Administration of Construction of Public Infrastructure. The Parties agree that the Developer will be responsible to construct the on-site and off-site storm, roadway, water and sewer infrastructure for the Property necessary to serve the Development and as listed in **Exhibit C**.

6.5 Water and Wastewater Service. Mustang SUD holds the certificates of convenience and necessity to provide retail water and sewer service to the Property. The Property will be served by Mustang SUD.

SECTION 7
PAYMENT OF AUTHORIZED IMPROVEMENTS

7.1 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds by the Town, the Town shall establish the Improvement Account of the Project Fund in accordance with the applicable Indenture. Any Improvement Account of the Project Fund shall be maintained as provided in the Indenture and shall not be commingled with any other funds of the Town. Any Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the Town, or the trustee bank for the PID Bonds, and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Indenture relative to deposit and/or disbursement, the terms of the Indenture shall control.

7.2 Cost Overrun. If the total cost of an Authorized Improvement exceeds the total amount of the Budgeted Cost for that Authorized Improvement (the "Cost Overrun"), the Developer shall be solely responsible for the remainder of the costs of that Authorized Improvement, except as provided in Section 7.3 below.

7.3 Cost Underrun. If, upon the completion of construction of an Authorized Improvement (or segment or section thereof) and payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement with the approval of the Town Manager and provided that all Authorized Improvements as set forth in the Service and Assessment Plan are undertaken at least in part. Prior to completion of all of the Authorized Improvements within an improvement category, as listed in the applicable SAP and the applicable PID phase, ten percent (10%) of funds available from an improvement category may be used as Cost Underruns and applied to another improvement category. If, upon completion of the Authorized Improvements in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the Developer for any qualifying costs of the Authorized Improvements that have not been previously paid.

7.4 Remainder of Funds in Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund after the completion of all Authorized Improvements and the payment of all Authorized Improvements Costs as provided for in the Indenture, then such funds shall thereafter be the exclusive property of the Town and shall be used by the Town as provided for in the Service and Assessment Plan and the Indenture, or any other use applicable to the Property as provided by law.

7.5 Payment Process for Authorized Improvements.

(a) The Town shall authorize reimbursement of the Authorized Improvement Costs. The Developer shall submit a Certification for Payment Form to the Town (no more frequently than monthly) for Authorized Improvement Costs including a completed segment, section or portion of an Authorized Improvement, as approved by the Town. The Certification for Payment Form is set forth in **Exhibit J**, which may be modified by the Indenture or a reimbursement agreement, if applicable. The Town shall review the sufficiency of each Certification for Payment Form (each, a "Payment Certificate") with respect to compliance withthis Agreement, compliance with Town Regulations, and compliance with the SAP. The Town shall review each Payment Certificate within fifteen (15) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Indenture or reimbursement agreement, if applicable, and payment shall be made to the Developer pursuant to the terms of the Indenture or reimbursement agreement, if applicable, provided that funds are available under the Indenture or reimbursement agreement. If a Payment Certificate is approved only in part, the Town shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the Indenture or reimbursement agreement, as applicable, provided that funds are available under the Indenture or reimbursement agreement.

(b) If the Town requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the Town shall deliver a detailed notice

to the Developer within ten (10) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the Town have jointly settled such dispute or additional information has been provided to the Town's reasonable satisfaction.

SECTION 8
PID FINANCING

8.1 Town Bond Issuance. Subject to Section 8.2 below, the Town intends to issue PID Bonds solely for the purposes of financing the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund). The Town and the Developer have determined and hereby agree that the estimated maximum aggregate principal amount of PID Bonds will be $65,000,000 and the minimum aggregate principal amount of $51,000,000, which shall be based on the amount requested by the Developer. The Town staff will, from time to time, submit to the Town Council agenda items to approve the issuance of PID Bonds by the Town. The Town may not issue PID Bonds for a subsequent phase of development until the parks, open space, and trails are completed for the previous phase of development, provided such parks, open space, and trails are required for the previous phase of development.

8.2 Third-Party Financing. Upon the request of the Developer, the Town shall provide its consent to third-party financing based upon the Developer's assignment of its right to receive monies under the terms of any reimbursement agreement related to the Authorized Improvements. The Town further agrees to take such additional actions and provide such additional documentation as the Developer may reasonably request to facilitate any such third-party financing, including providing acknowledgements, certifications, continuing disclosure agreements and materials, and written descriptions and explanations of the composition of any payments provided by the Town pursuant to any reimbursement agreement related to the Authorized Improvements (e.g. detail on which portions of a payment are Assessments, foreclosure proceeds, prepayments, etc.).

SECTION 9
ANNEXATION AND POST-ANNEXATION MATTERS

9.1 Annexation. This Agreement constitutes the consent of the Developer to the Town's full purpose annexation of the ETJ Property. The Developer shall submit a petition for voluntary annexation of the ETJ Property (excluding approximately 1 to 3.6 acres of real property to remain in the Municipal Utility District) to the Town in compliance with Chapter 43 of the Texas Local Government Code, as amended, within thirty days of the Effective Date of this Agreement. The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the Town to annex such portion of the ETJ Property (which shall not include any property still located within the Municipal Utility District) into the Town's corporate limits and the Parties agree that the annexation of such portion of the ETJ Property shall occur after the Town issues PID Bonds or approves a reimbursement agreement for reimbursing the Developer for the costs of the Authorized Improvements, and as soon as reasonably practicable after the execution of this Agreement, in accordance with statutory requirements.

9.2 Zoning of Property. While the Parties expressly acknowledge that the ETJ Property (excluding approximately 1 to 3.6 acres of real property to remain in the Municipal Utility District) will be voluntarily annexed in accordance with Section 9.1 of this Agreement, the Parties agree that the Concept Plan, the Development Standards, and the applicable provisions of this Agreement memorialize the plan for development of the portion of the ETJ Property annexed into the Town as provided for in Section 212.172 of the Texas Local Government Code. The Town shall consider zoning the Property as a planned development district consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement contemporaneously with annexation of such portion of the ETJ Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section. Nothing in this Section is intended to constitute a delegation or contracting away of the governmental authority of the Town to zone, or to determine appropriate zoning, and the Town reserves the right, at all times, to control the zoning process for all property that is to be zoned as a planned development district.

9.3 Compliance with Town Regulations.

(a) When not in conflict with the terms and conditions of this Agreement, including the Development Standards, development of the Property shall be subject to all applicable Town Regulations.

(b) When not in conflict with the Development Standards and the Concept Plan, all buildings and improvements constructed within the Property shall comply with all Town Regulations, and applications for building permits and construction plans shall be submitted to the Town for review and approval prior to the commencement of construction of such structures. The Town shall be solely responsible for issuing building permits and certificates of occupancy for all structures.

9.4 Phasing. The Parties acknowledge that the Property may be developed in phases as generally shown for illustrative purposes only on **Exhibit D-3** attached to this Agreement. Any changes to the phasing as shown on **Exhibit D-3** will not require this Agreement to be amended. If deemed necessary, the Developer may submit a replat for all or any portions of the Property. Any replat shall be in general conformance with the Concept Plan and subject to Town approval.

9.5 Conflicts. In the event of any direct conflict between this Agreement and any other Town Regulation or Town enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between this Agreement and any other prior Agreement of the Parties (including any predecessor-in-interest of the Developer) relating to development of the Property, this Agreement shall control.

9.6 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the Town on the Effective Date. The Developer agrees that it must comply with the following codes and standards, as may be amended from time to time, and does not have vested rights in any of the following: (i) uniform building, fire, electrical, plumbing or mechanical codes adopted by recognized national code organization; (ii) municipal zoning regulations that do not affect landscaping or tree preservation, open space or park dedication, property classification, lot size, lot dimensions, lot coverage, or

building size or that do not change development permitted by a restrictive covenant required by the Town; (iii) fees imposed in conjunction with development permits; (iv) regulations for utility connections; (v) construction standards for public works located on public lands or easements; and (vi) any other regulations to which Chapter 245 of the Texas Local Government Code does not apply.

9.7 Expiration of Permits.

(a) Any permit (as defined in Chapter 245 of the Texas Local Government Code) secured pursuant to this Agreement shall expire two years from the date it is issued if no progress has been made toward completion of the Project. In the event the permit expires, neither the Developer nor any person authorized by the Developer shall perform any work for which the permit was originally issued without filing a new permit application and complying with the Town Regulations in effect on the date of application as permitted by law.

(b) The Project shall expire five years from the Effective Date if no progress has been made towards completion of the Project. In the event the Project expires, neither the Developer nor any person authorized by the Developer shall perform any work on the Project without filing a new permit application and complying with the Town Regulations in effect on the date of application as permitted by law.

9.8 Concept Plan. The Parties agree that the Concept Plan, attached as **Exhibit D**, was created by the Developer for illustrative purposes only. In the event of a conflict between the Concept Plan and the Development Standards attached as **Exhibit E**, the Development Standards shall control. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become part of this Agreement. The Town Manager may administratively approve any amendments to the Concept Plan that the Town Manager deems in his or her reasonable discretion to be minor in nature.

SECTION 10
ADDITONAL OBLIGATIONS

10.1 Fees. The Town shall waive and not collect any park fees and roadway impact fees. The Town shall impose a capital recovery fee (the "Capital Recovery Fee") of $2,750.00 per residential lot. The Capital Recovery Fee shall be collected from the applicant for a building permit and the collected Capital Recovery Fee shall be placed into a segregated account (the "Segregated Account"), which monies shall be used for the construction of the Fire Station EMS Center as detailed in Section 10.2. All other fees for the Development shall be set as they are at the time of the Effective Date.

10.2 Fire Station EMS Center. An approximately three-acre site, as shown on the Concept Plan, shall be conveyed to the Town. The Developer shall construct or cause the construction of a Fire Station EMS Center on such three-acre site, which construction shall begin when the 1250th residential building permit is processed by the Town. The Fire Station EMS

Center shall generally include the specifications as outlined in **Exhibit E-1**. The Developer shall not be obligated to provide any level of amenities/finish-out which exceeds the level of amenities/finish-out provided for the initial construction of Little Elm Fire Station #3. Any such amenities/finish-out or increases in square footage, if requested by the Town and which exceed those provided for the initial construction of Little Elm Fire Station #3, shall be paid by the Town. The Developer shall be responsible for all costs associated with the construction of the Fire Station EMS Center subject to, however, that the Developer shall be able to draw upon and expend funds in the Segregated Account for the costs of the Fire Station EMS Center.

10.3 School Site. Subject to an agreement with Denton Independent School District, an approximately thirteen-acre site may be placed within the Development, in accordance with the Concept Plan.

10.4 Amenity Sites. The Developer is to construct or cause the construction of two amenity sites within the Development, in a phased manner, as generally shown on **Exhibit F** attached hereto. Construction of amenity site #1, as shown on **Exhibit F** attached hereto, shall begin within ninety (90) days after the acceptance by the Town of the lots within phase 1 (approximately 540 lots) of the Development as shown and labeled as "Phase 1" on the Concept Plan. The amenity site #1 shall be completed within fifteen (15) months of the Town's acceptance of the lots within Phase 1. Construction of amenity site #2, as shown on **Exhibit F** attached hereto, shall begin within ninety (90) days after acceptance of the Town of the lots within phase 2M of the Development (approximately 145 lots) as shown and labeled as "Phase 2M" on the Concept Plan. The amenity site #2 shall be completed within fifteen (15) months of the Town's acceptance of the lots within Phase 2M. Construction of the restaurant and/or convenience store within amenity site #1 shall begin within ninety (90) days of the issuance of the 1500th residential building permit on the Property.

10.5 Ryan Spiritas Parkway. That portion of FM 2931 reflected on **Exhibit D** attached hereto, shall be known as Ryan Spiritas Parkway and all road signs within the Property referencing such road shall refer to it as "Ryan Spiritas Parkway" ("RS Parkway"). RS Parkway shall be a four-lane divided roadway as shown on the attached Concept Plan and shall be constructed or caused to be constructed by Developer. The Town and the Developer shall seek Denton County assistance in the finance of RS Parkway. The Developer shall request, from Denton County seeking, from the county, assistance in paying the cost of two of the lanes in some form of payment or reimbursement. Further obligations of the Developer and the Town relating to construction of RS Parkway are as follows:

(a) The Developer shall construct or cause the construction of two lanes of RS Parkway from FM 720 to US 380 during phase one of Development and the two remaining lanes to begin construction by the 1,000 residential building permit;

(b) The Developer shall pursue any offsite easements and/or right-of-way necessary for the construction of RS Parkway. In the event that the Developer is unable to obtain any offsite easements and/or right-of-way necessary for the construction of RS Parkway, the Town agrees to use its power of eminent domain as provided in Section 14.7 of this Agreement to obtain such easements and/or right-of-way. The Developer shall be reimbursed by the Town from roadway impact fees collected, to the extent such funds are available, related to the development of the Keck

and Spiritas tracts, which tracts are directly north of the Property and adjacent to RS Parkway, for any Eminent Domain Fees paid by the Developer as required in Section 14.7 of this Agreement for the Town obtaining easements and/or right-of-way necessary for the construction of RS Parkway;

(c) The Developer and the Town agree that for the term of this Agreement the name of portion of FM 2931 reflected on the Concept Plan shall be the "Ryan Spiritas Parkway" and the name right granted under this Section 10.5(c) shall not be amended or modified in any way without the consent of the Spiritas Family (as defined below). On the Effective Date, the name right granted under this Section 10.5(c) shall not be amended or modified in any way without the consent of at least one of the following Spiritas family members: Steven F. Spiritas, Jason Spiritas, or upon the demise of both Steven F. Spiritas and Jason Spiritas, the consent of a lineal descendent of Steven F. Spiritas or Jason Spiritas (all collectively known as the "Spiritas Family"). Furthermore, the name "Ryan Spiritas Parkway" shall be included on and part of any recorded plat (preliminary, final, or other) and/or permit required to construct RS Parkway.

10.6 HEB Road – East/West Roadway. The Developer shall construct or cause the construction of approximately twenty-five (25) feet of pavement of the four-lane divided roadway as shown on **Exhibit G** attached hereto (the "HEB Road"). The turn lanes on HEB Road shall be designed to perform turns to access the HEB commercial property. The Town, at its sole expense, shall be responsible for all remaining construction of the HEB Road and obtaining any offsite easements needed for construction of the HEB Road. The Developer will only be responsible for providing rights-of-way necessary for the HEB Road as it relates directly to property owned by the Developer.

10.7 Parks, Open Space, and Trails. The Developer shall provide parks and open space, as generally shown on **Exhibit D-1**, and trails, as generally shown on **Exhibit D-2**. The parks, open space, and trails will be constructed within the phases of development as generally shown on **Exhibit D-3** and listed in **Exhibit D-4**. Construction of the parks, open space, and trails for a phase of development shall be completed within 180 days of the Town accepting the Authorized Improvements for such phase of development, subject to force majeure. In the event that construction of the parks, open space, and trails for a phase of development has not been completed within the 180 days, subject to force majeure, then the Developer, at the request of the Town, shall escrow with the Town, the funds required to complete construction of the parks, open space, and trails for such phase of development and a construction management fee. The Town may not issue issue PID Bonds for a subsequent phase of development until the parks, open space, and trails are completed for the previous phase of development, provided such parks, open space, and trails are required for the previous phase of development.

10.8 Mandatory Homeowners Association. The Developer will create an HOA that shall be required to levy and collect from home owners annual fees in an amount calculated to maintain the open spaces, common areas, hike and bike trails located in common areas, portions of which will be open to the public, right-of-way irrigation systems, raised medians and other right-of-way landscaping, retaining walls, entryways, signage, and screening walls within the PID and are public improvements. Common areas including but not limited to all landscaped entrances, entryways, and signage to the PID and right-of-way landscaping shall be maintained solely by the HOA. Maintenance of public rights-of-way by the HOA shall comply with Town Regulations and shall

be subject to oversight by the Town. The Parties shall cooperate with each other to execute documents necessary to give the HOA permission to maintain and operate facilities on Town-owned property.

SECTION 11
EVENTS OF DEFAULT; REMEDIES

11.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (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 to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, 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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

11.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

SECTION 12
ASSIGNMENT; ENCUMBRANCE

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to (a) any person or entity that is or will become an owner of any portion of the Property (an "Owner"), (b) any affiliate or related entity of the Developer, or (c) any lien holder on the Property, without the prior written consent of the Town. The obligations, requirements or covenants to develop the Property shall not be assigned by Developer to a non-affiliate or non-related entity of the Developer, or to a non-Owner without the prior written consent of the Town Manager, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. Any receivables due under this Agreement, any reimbursement agreement, or any TIRZ revenues owed to the Developer may be assigned by the Developer without the consent of, but upon written notice to the Town pursuant to Section 12.5 of this Agreement. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by the Developer shall

release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the Town approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

12.2 Encumbrance by the Developer and Assignees. The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the Town, and (b) to any person or entity with the Town Manager's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the Town Manager fails to provide the Developer or assignee with a reasonable written objection to a collateral assignment request with thirty (30) days of receiving such request, then the collateral assignment shall be automatically deemed approved by the Town. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the Town agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

12.3 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with Section 10.5 of this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End Buyer of a lot within the Property, any person or entity upon becoming an owner of land within the PID or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

12.4 Third Party Beneficiaries. Subject to Section 12.1 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties, except as expressly provided herein. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement. Notwithstanding the preceding, the Spiritas Family shall be a third-party beneficiary of Section

10.5, which Section 10.5 may not be terminated or amended without the written consent of the Spiritas Family.

12.5 Notice of Assignment. Subject to Section 12.1 of this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the Town;

(b) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed;

(c) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and

(d) the notice must be signed by a duly authorized person representing the Developer.

SECTION 13
RECORDATION AND ESTOPPEL CERTIFICATES

13.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the property records of Denton County, Texas. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Developer and the Town, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title, as to any End Buyer of a Fully Developed and Improved Lot, except for land use and development regulations, including the City Regulations, that apply to such lots.

13.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner, and upon the payment to the Town of a $100.00 fee plus all reasonable costs incurred by the Town in providing the certificate described in this section, the Town Manager, or his/her designee will, in his official capacity, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 14
GENERAL PROVISIONS

14.1 Term. The term of this Agreement shall be thirty (30) years after the Effective Date and shall automatically be extended by one fifteen (15) year term unless formal action is taken by either Party, in writing, not to extend the term.

14.2 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, the Developer shall provide all Public Infrastructure as specified in this Agreement, including streets, utilities, drainage, and all other required improvements, at no cost to the Town except as provided herein, and in accordance with Town Regulations, and as approved by the Town's engineer or his or her agent. The Developer shall cause the installation of all Public Infrastructure in a phased manner as generally shown on the Concept Plan and the phasing plan attached as **Exhibit D-3** to this Agreement, and within all applicable time frames in accordance with the Town Regulations, unless otherwise approved herein. The Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by Town Regulations. Such plans shall be approved by the Town's engineer or his or her agent prior to approval of a Final Plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference that includes a Town representative has been held regarding the proposed construction and Town has issued a written notice to proceed. No final plat may be recorded in the Real Property Records of Denton County, Texas until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved and accepted by the Town.

14.3 Maintenance and Performance Bonds. For each construction contract for any part of the Public Infrastructure, the Developer or the Developer's contractor must execute a performance bond and maintenance bond in accordance with applicable Town Regulations, which maintenance bond shall guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Public Infrastructure constructed under such contract..

14.4 Inspections, Acceptance of Public Infrastructure, and the Developer's Remedy.

(a) Inspections, Generally. The Town shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the proposed Development, including water, sanitary sewer, drainage, streets, park facilities, electrical, and street lights and signs.

(b) Town Approval. The Town's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the Town withholds building permits, certificates of occupancy, or Town utility services as to a phase of the Development until the Developer has met its obligations to provide for required Public Infrastructure necessary to such phase according to the approved engineering plans and Town Regulations, and until such Public Infrastructure has been dedicated to and accepted by the Town. However, the Town may issue residential building permits for model homes prior to completion of such Public Infrastructure. Acceptance by the Town shall not be unreasonably withheld.

(c) Dedication of the Public Infrastructure. From and after the inspection and acceptance by the Town of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the Town or Mustang SUD, as applicable. As part of the dedications, the Developer shall provide an affidavit stating that there

are no liens of the dedicated Public Infrastructure and that persons and entities that provided work on the dedicated Public Infrastructure have been fully paid for such work performed and materials provided. The Developer's sole remedy for nonperformance of this Agreement by the Town shall be to seek specific performance pursuant to the terms of this Agreement.

(d) Approval of Plats/Plans. Approval by the Town, the Town's Engineer or other Town employee or representative, of any plans, designs or specifications submitted by the Developer pursuant to this Agreement or pursuant to Town Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the Town for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the Town's engineer signifies the Town's approval on only the general design concept of the improvements to be constructed.

14.5 Insurance. The Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the Town): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than $1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by the Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the Town as an additional insured and contain a waiver of subrogation endorsement in favor of the Town. Upon the execution of Public Infrastructure construction contracts, the Developer shall provide to the Town certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the Town as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the Town shall receive written notice of such cancellation, non-renewal or modification.

14.6 Indemnification and Hold Harmless. THE DEVELOPER (INCLUDING FOR PURPOSES HEREOF ANY SUCCESSOR THERETO OR ASSIGNEE THEREOF, INCLUDING, WITHOUT LIMITATION, A PURCHASER OF ANY PORTION OF THE PROPERTY), AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE TOWN FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, JUDGEMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE TOWN, INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OF THE DEVELOPER IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY INFRASTRUCTURE, STRUCTURE, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED BY THE TOWN REGULATIONS OR ANY OTHER GOVERNING REGULATIONS AND THAT ARE DEDICATED OR OTHERWISE CONVEYED TO THE TOWN.

14.7 Eminent Domain. Unless otherwise stated in this Agreement, the Developer agrees to use commercially reasonable efforts to obtain all third-party right(s)-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party right(s)-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right of way, the Town agrees to take reasonable steps to secure same through the use of the Town's power of eminent domain. Unless otherwise stated in this Agreement, the Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the Town in the exercise of its eminent domain powers that for any reason are not funded by Assessments. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the Town will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the Town's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the Town into the escrow account within ten (10) days after written notice from the Town. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the Town, and the Town reserves the right, at all times, to control its proceedings in eminent domain.

14.8 Developer Acknowledges and Agrees. The Developer acknowledges and agrees that the conveyances, dedications, easements and/or payment of money required by this agreement to be performed by the Developer, in whole or in part, does/do not constitute a (a) Taking under the Texas or United States Constitution; (b) Nuisance; and/or; (c) Claim for damages and/or reimbursement against Town for a violation of any federal and/or state constitution, statute and/or case law and/or federal, state, and/or local ordinance, rule and/or regulation.

SECTION 15
ADDITIONAL PROVISIONS

15.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

15.2 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the Town: Town of Little Elm, Texas
Attn: Matt Mueller

100 W. Eldorado Parkway
Little Elm, Texas 75068

With a copy to: Brown & Hofmeister, LLP
Attn: Robert Brown
740 E. Campbell Road, Suite 800
Richardson, Texas 75081

To the Developer: MM Little Elm 548, LLC
Attn: Mehrdad Moayedi
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

And a copy to: Miklos Cinclair, PLLC
Attn: Robert Miklos
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

15.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

15.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is necessary and required.

15.5 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by official action by the Town Council of the Town in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that each individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

15.6 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of

the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

15.7 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Denton County State District Court.

15.8 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

15.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

15.10 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit A-1	Metes and Bounds Description of the ETJ Property
Exhibit B	Depiction of the Property
Exhibit B-1	Depiction of the ETJ Property
Exhibit C	Authorized Improvements with their Estimated Costs
Exhibit D	Concept Plan
Exhibit D-1	Parks and Open Space
Exhibit D-2	Trails
Exhibit D-3	Phasing Plan
Exhibit D-4	Private Amenities
Exhibit E	Development Standards
Exhibit E-1	Fire Station EMS Center Specifications
Exhibit F	Amenity Sites
Exhibit G	HEB Road
Exhibit H	Home Buyer Disclosure Program
Exhibit I	Landowner Agreement
Exhibit J	Certification For Payment Form
Exhibit K	Property to be Excluded from TIRZ

15.11 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure

shall be temporarily suspended. Within thirty (30) days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

15.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Town and the Developer expressly amending the terms of this Agreement.

15.13 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[SIGNATURES PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

TOWN OF LITTLE ELM, TEXAS

By: _____
Name:
Title: Mayor
Date: _____

ATTEST:

By: _____
Name:
Title: Town Secretary
Date: _____

APPROVED AS TO FORM

_____
Name: Robert Brown
Title: Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the __ day of _____, 20___ by _____, the Mayor of the Town of Little Elm, Texas on behalf of said Town.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

DEVELOPER:

MM Little Elm 548, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26th day of January, 2021 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Little Elm 548, LLC, a Texas limited liability company on behalf of said company.

GRAHAM MAXEY
Notary Public, State of Texas
Comm. Expires 05-12-2024
Notary ID 132473474

_____
Notary Public, State of Texas

Exhibit A
METES AND BOUNDS DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION
544.132 ACRES

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, Denton County, Texas, and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises, recorded in Volume 2737, Page 131, Volume 833, Page 38, Volume 842, Page 851, and Volume 2737, Page 126, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain tract of land described in deed to Spiritas Ranch Enterprise recorded in Volume 998, Page 670, RPRDCT, all of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 1078, Page 859, RPRDCT, all of those certain tracts of land described as Tract I, Tract II, and Tract III in Affidavit recorded in Instrument No. 2016-136619, RPRDCT, being part of those certain tracts of land described as Tract 1 and Tract 2 in deed to Johnnie Wayne McDaniel, Sr., and Lynda Marie McDaniel, recorded in Instrument Number 2010-99763, RPRDCT, part of that certain tract of land described in deed to Johnny Wayne McDaniel and Lynda Marie McDaniel, recorded in Volume 553, Page 590, RPRDCT, all of that certain tract of land described in deed to Gilberto Cesar Garza, recorded in Instrument Number 2018-137486, and being more particularly described as follows:

BEGINNING at a fence corner post found on the east right-of-way line of Farm-to-Market Road Number 720 (variable width right-of-way), and being located at the southwest corner of that certain tract of land described in deed to Oak Grove Methodist Church, recorded in Volume 2269, Page 580, RPRDCT;

THENCE South 88°22'07" East, with the north line of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 131, RPRDCT, and with the south line of said Oak Grove Methodist Church tract recorded in Volume 2269, Page 580, RPRDCT, and the south line of that certain tract of land described in deed to Oak Grove Methodist Church tract, recorded in Volume 2269, Page 584, RPRDCT, a distance of 1426.83 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for the northeast corner of said Spiritas tract recorded in Volume 2737, Page 131, RPRDCT;

THENCE South 00°49'00" West, with the east line of said Spiritas tract recorded in Volume 2737, Page 131, RPRDCT, a distance of 16.98 feet to a 3/8-inch iron rod found for the northwest corner of said Spiritas tract recorded in Volume 833, Page 38, RPDCT;

THENCE South 88°28'06" East, with the north line of said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, a distance of 2019.58 feet to a 3/8-inch iron rod found for corner;

THENCE South 87°31'42" East, over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, a distance of 1042.72 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner, said iron rod being located at the beginning of a non-tangent curve to the right;

THENCE continuing over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

Northeasterly, with said curve which has a central angle of 05°43'53", a radius of 629.99 feet, a chord that bears North 17°45'02" East, a distance of 62.99 feet, and an arc length of 63.02 feet to the end of said curve;

North 20°36'58" East, a distance of 232.75 feet, said iron rod being located at the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 18°12'35", a radius of 802.13 feet, a chord that bears North 11°29'56" East, a distance of 253.86 feet, and an arc length of 254.93 feet to the end of said curve;

And North 01°42'20" East, a distance of 63.42 feet, said iron rod being located on the south line of that certain tract of land described in State of Texas Possession and Use Agreement, recorded in Instrument Number 2020-27969, RPRDCT;

THENCE South 88°18'55 East, with the south line of said State of Texas Possession and Use Agreement tract, a distance of 80.00 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner;

South 01°42'20" West, a distance of 19.27 feet, said iron rod being located at the beginning of a tangent curve to the right;

Southwesterly with said curve which has a central angle of 18°54'39", a radius of 720.00 feet, a chord that bears South 11°09'39" West, a distance of 236.56 feet, and an arc length of 237.64 feet to the end of said curve;

South 20°36'58" West, a distance of 174.58 feet;

And South 87°50'52" East, a distance of 1496.33 feet, said iron rod being located on the west line of that certain tract of land described in deed to RPM xConstruction, LLC, recorded in Instrument Number 2014-54052, RPRDCT;

THENCE South 02°13'59" West, with said west line of the RPM tract, a distance of 70.01 feet to a 5/8-inch iron rod found for the southwest corner of said RPM tract;

THENCE South 88°24'29" East, with the south line of said RPM tract, a distance of 209.79 feet to a 5/8-inch iron rod found for the southeast corner of said RPM tract;

THENCE North 02°14'40" East, with the east line of said RPM tract, a distance of 18.33 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE South 87°50'18" East, over and across said Spiritas tracts recorded in Volume 842, Page 851, and Volume 2737, Page 126, RPRDCT, a distance of 901.70 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner located on the west line of that certain tract of land described in deed to Robert G. Penley, recorded in Volume 2210, Page 648, RPRDCT;

THENCE South 02°58'01" West, with the west line of said Penley tract, a distance of 345.08 feet to a 1/2-inch iron rod with cap stamped "WESTWOOD" found for corner at the southeast corner of said Spiritas tract recorded in Volume 2737, Page 126, RPRDCT;

THENCE North 88°08'15" West, with the north line of said Penley tract, a distance of 170.04 feet to a 5/8-inch iron rod found for the most westerly northwest corner of said Penley tract;

THENCE South 05°42'19" West, with the west line of said Penley tract, a distance of 621.88 feet to a U.S. Army Corps of Engineers (USCOE) monument found on the west "take" line of Lake Lewisville;

THENCE with the west "take" line of Lake Lewisville, the following courses to USCOE monuments found for corner:

South 04°54'16" West, a distance of 350.10 feet;

South 04°07'29" West, a distance of 349.25 feet;

South 00°09'01" East, a distance of 373.36 feet;

North 88°11'41" West, a distance of 800.30 feet;

And South 37°20'20" West, a distance of 536.00 feet;

THENCE South 00°08'50" East, continuing with said "take" line, a distance of 672.96 feet to a steel fence post found for corner at the north corner of that certain tract of land described in Correction Deed to the United States of America (USA), recorded in Volume 2549, Page 719, RPRDCT;

THENCE South 56°09'16" West, with the northwest line of said USA tract, a distance of 188.85 feet to a steel fence post found for corner at the west corner of said USA tract;

THENCE South 09°39'06" East, with the southwest line of said USA tract, a distance of 162.80 feet to a steel fence post found for the south corner of said USA tract;

THENCE continuing with said "take" line, the following courses:

South 46°03'07" West, a distance of 319.64 feet to a USCOE monument found for corner;

North 74°07'14" West, a distance of 789.34 feet to a steel fence post found for corner;

South 78°59'39" West, a distance of 216.00 feet to a steel fence post found for corner;

South 65°55'09" East, a distance of 739.69 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

South 16°04'51" East, a distance of 348.96 feet to a USCOE monument found for corner;

And North 88°34'10" West, a distance of 224.10 feet to a USCOE monument found for corner, said monument being located at the northeast corner of that certain tract of land described as Tract 2 (Original Instrument Nos. 1, 2 and 3), and Tract 4 (Original Instrument No. 4) in Correction Instrument recorded in Instrument No. 2018-37459, RPRDCT;

THENCE North 88°59'00" West, with the north line of said Correction Instrument tract, a distance of 981.60 feet to a steel fence post found for corner;

THENCE North 86°40'28" West, continuing with said north line, a distance of 346.35 feet to a 5/8-inch iron rod with cap stamped "KHA" found for corner;

THENCE North 88°13'50" West, continuing with said north line, passing at a distance of 1145.20 feet a 5/8-inch iron rod with cap stamped "KHA" found for corner at the northeast corner of Prairie Oaks Phase 1B, an addition to the Town of Little Elm, Denton County, Texas, according to Final Plat recorded in Document No. 2019-258, of the Plat Records of Denton County, Texas, continuing with the north line of said Prairie Oaks Phase 1B, in all, a total distance of 1949.86 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at an interior "ell" corner of said Prairie Oaks Phase 1B;

THENCE North 02°08'13" East, passing at a distance of 20.47 feet a 1/2-inch iron rod with cap stamped "WESTWOOD" found at a northeast corner of said Prairie Oaks Phase 1B, and continuing with a west line of said Spiritas tract recorded in Volume 998, Page 670, RPRDCT, and the east line of Tract 2, and Tract 1, in deed to Upper Trinity Regional Water District, recorded in Volume 4646, Page 212, RPRDCT, in all, a total distance of 810.31 feet to a fence corner post found for corner;

THENCE North 87°51'47" West, with the common north line of said Upper Trinity Tract 1 and Tract 3 in said Upper Trinity deed, and a south line of said Spiritas tract recorded in Volume 998, Page 670, RPRDCT, a distance of 1295.87 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the southeast corner of that certain tract of land described as Parcel 18 in deed to the State of Texas, recorded in Document Number 2016-26306, RPRDCT, on the east right-of-way-line of Farm to Market Road No. 720 (variable width right-of-way), said iron rod being located at the beginning of a non-tangent curve to the left;

THENCE northwesterly with the east line of said Parcel 18, and with said curve which has a central angle of 03°50'07", a radius of 5814.58 feet, a chord that bears North 13°35'52" West, a distance of 389.15 feet, and an arc length of 389.22 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North 15°30'56" West, continuing with the east line of said Parcel 18, a distance of 721.50 feet to a 1/2-inch iron rod with cap stamped "WESTWOOD" found for corner at the beginning of a tangent curve to the left;

THENCE northwesterly, continuing with the east line of said Parcel 18, and with said curve which has a central angle of 14°12'08", a radius of 740.00 feet, a chord that bears North 22°37'00" West, a distance of 182.96 feet, and an arc length of 183.43 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North 29°42'12" West, continuing with the east line of said Parcel 18, passing at a distance of 13.57 feet a TXDOT aluminum disk found at the northeast corner of said Parcel 18, and the southeast corner of that certain tract of land described as Parcel 19-1 in deed to the State of Texas, recorded in Document Number 2019-155966, RPRDCT, continuing with the east line of said Parcel 19-1, in all, a total distance of 64.49 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the beginning of a non-tangent curve to the right;

THENCE northwesterly, continuing with said east line of Parcel 19-1, and the east line of that certain tract of land described as Parcel 20 in deed to the State of Texas, recorded in Document Number 2016-155956, RPRDCT, and with said curve which has a central angle of 31°07'08", a radius of 610.00 feet, a chord that bears North 14°09'30" West, a distance of 327.25 feet, and an arc length of 331.31 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North 01°24'04" East, continuing with said east line of Parcel 20, and with the east line of that certain tract of land described as Parcel 19-2 in deed to the State of Texas recorded in Document Number 2016-155966, RPRDCT, a total distance of 450.53 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner at the northeast corner of said Parcel 19-2, said iron rod also being located on the south line of that certain tract of land described in deed to Ellis Meals, recorded in Document Number 2012-95998, RPRDCT;

THENCE North 89°42'58" East, leaving said east right-of-way-line of Farm to Market Road No. 720 (variable width right-of-way), and with said south line of the Meals tract, a distance of 89.21 feet to a fence corner post found for corner at the southeast corner of said Meals tract;

THENCE North 02°29'05" West, with the east line of said Meals tract, a distance of 115.92 feet to a fence corner post found for corner at the northeast corner of said Meals tract, and being located on a south line of said Spiritas Ranch Enterprises tract recorded in Volume 2737, Page 131, RPRDCT;

THENCE South 88°24'12" West, with the north line of said Meals tract, a distance of 66.45 feet to a TXDOT aluminum disk found for corner at the southeast corner of that certain tract of land described as Parcel 22 in deed to the State of Texas, recorded in Document Number 2016-26307, RPRDCT, on said east right-of-way-line of Farm to Market Road No. 720;

THENCE with the east line of said Parcel 22, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

North 01°25'09" East, a distance of 108.99 feet;

North 08°03'45" West, a distance of 105.97 feet, said iron rod being located at the beginning of a non-tangent curve to the left;

Northwesterly, with said curve which has a central angle of 03°01'34", a radius of 2929.79 feet, a chord that bears North 02°26'32" West, a distance of 154.72 feet, and an arc length of 154.74 feet to the end of said curve;

North 03°57'19" West, a distance of 149.61 feet, said iron rod being located at the beginning of a tangent curve to the right;

Northwesterly, with said curve which has a central angle of 05°07'53", a radius of 2799.79 feet, a chord that bears North 01°23'23" West, a distance of 250.66 feet, and an arc length of 250.74 feet to the end of said curve;

And North 01°36'16" East, a distance of 273.49 feet to the POINT OF BEGINNING of herein described tract, and containing an area of 545.132 acres of land.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 1.000 ACRE TRACT OF LAND:

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in Denton County, Texas, according to and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises recorded in Volume 833, Page 38, of the Real Property Records of Denton County, Texas (RPRDCT); and Volume 842, Page 851, RPRDCT; and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found on the south right-of-way line of U.S. Highway No. 380 (variable width right-of-way), and being the most northerly northwest corner of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and also being the northeast corner of that certain tract of land described in deed to RPM xConstruction recorded in Document No. 2014-54052, RPRDCT, from which a TXDOT monument found at the northwest corner of said RPM xConstruction tract bears North 88°21'17" West, a distance of 209.89 feet;

THENCE South 02°14'40" West, leaving said south right-of-way line of U.S. Highway No. 380, and with a west line of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, passing at a distance of 518.63 feet the southeast corner of said RPM xConstruction tract, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, in all, a total distance of 688.87 feet to the POINT OF BEGINNING, a 5/8 inch iron rod with cap stamped "BCG 10194538" set;

THENCE South 02°14'40" West, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, a distance of 52.51 feet to a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner, and the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and with said curve which has a central angle of 24°30'27", a radius of 1475.00 feet, a chord which bears South 61°54'11" West, a chord distance of 626.11 feet, and an arc distance of 630.91 feet to the end of said curve, a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8 inch iron rods with cap stamped "BCG 10194538" set for corner;

South 49°38'57" West, a distance of 169.00 feet, and being the beginning of a tangent curve to the left;

With said curve which has a central angle of 05°10'17", a radius of 560.00 feet, a chord which bears South 47°03'49" West, a chord distance of 50.53 feet, and an arc distance of 50.54 feet to the end of said curve;

North 45°31'19" West, a distance of 50.00 feet, and being the beginning of a non-tangent curve to the right;

With said curve which has a central angle of 05°10'17", a radius of 610.00 feet, a chord which bears North 47°03'49" East, a chord distance of 55.04 feet, and an arc distance of 55.06 feet to the end of said curve;

And North 49°38'57" East, a distance of 169.00 feet, and being the beginning of a tangent curve to the right;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and with said curve which has a central angle of 25°07'12", a radius of 1525.00 feet, a chord which bears North 62°12'33" East, a chord distance of 663.26 feet, and an arc distance of 668.60 feet to the end of said curve, and the POINT OF BEGINNING, containing a calculated area of 1.000 acres of land.

LEAVING A NET AREA OF 544.132 ACRES OF LAND.

Exhibit A-1
METES AND BOUNDS DESCRIPTION OF THE ETJ PROPERTY

EXHIBIT "A-1"
DESCRIPTION
301.071 ACRES

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract Number 662, Denton County, Texas, and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises, recorded in Volume 833, Page 38, and Volume 842, Page 851, of the Real Property Records of Denton County, Texas (RPRDCT), part of that certain tract of land described in deed to Spiritas Ranch Enterprise recorded in Volume 998, Page 670, RPRDCT, all of that certain tract of land described in deed to Spiritas Ranch Enterprises recorded in Volume 1078, Page 859, RPRDCT, all of those certain tracts of land described as Tract I, Tract II, and Tract III in Affidavit recorded in Instrument No. 2016-136619, RPRDCT, and being more particularly described as follows:

BEGINNING at a point located on the east right-of-way line of Farm to Market Road No. 720 (called variable width right-of-way), and being located at the northwest corner of that certain tract of land described in deed to Upper Trinity Regional Water District, recorded in Volume 4646, Page 212, RPRDCT, said point also being located at the beginning of a non-tangent curve to the left;

THENCE with in a northerly direction along the east right-of-way line of said Farm to Market Road No. 720 the following courses to points for corner:

Northerly with said curve which has a central angle of 03°50'07", a radius of 5814.58 feet, a chord which bears North 13°35'52" West, a distance of 389.15 feet, and an arc length of 389.22 feet to the end of said curve;

And North 15°30'56" West, a distance of 228.00 feet;

THENCE over and across said Spiritas Ranch tracts recorded in Volume 998, Pg. 670 and Volume 833, Page 38, RPRDCT, the following courses to points for corner:

South 84°58'58" East, a distance of 177.25 feet;

South 88°06'54" East, a distance of 613.29 feet;

South 01°53'06" West, a distance of 21.47 feet;

South 88°56'34" East, a distance of 852.10 feet to the beginning of a non-tangent curve to the left;

Northeasterly with said curve which has a central angle of 80°16'04", a radius of 2633.43 feet, a chord which bears North 49°22'19" East, a distance of 3394.89 feet, and an arc length of 3689.27 feet to the end of said curve;

North 09°15'28" East, a distance of 509.48 feet;

And South 87°50'52" East, a distance of 1496.33 feet, said point being located on the west line of that certain tract of land described in deed to RPMX Construction, LLC, recorded in Instrument Number 2014-54052, RPRDCT;

THENCE South 02°13'59" West, with said west line, a distance of 70.01 feet to a point for corner being located at the southwest corner of said RPMX tract;

THENCE South 88°24'29" East, with the south line of said RPMX tract, a distance of 209.79 feet to a point for corner being located at the southeast corner of said RPMX tract;

THENCE South 02°14'45" West, over and across that certain tract of land described in deed to Spiritas Ranch Enterprises, recorded in Volume 842, Page 851, RPRDCT, a distance of 335.74 feet to a point for corner being located on the north line of said Spiritas Ranch tract recorded in Volume 1078, Page 859, RPRDCT;

THENCE South 88°28'46" East, with said north line, a distance of 727.39 feet to a point for corner being located at the northeast corner of said Spiritas Ranch tract recorded in Volume 1078, Page 859, RPRDCT;

THENCE South 05°42'19" West, a distance of 621.88 feet with the east line of said Spiritas tract to a point for corner located at the southwest corner of that certain tract of land described in deed to Robert G. Penley, recorded in Volume 2210, Page 648, RPRDCT, said point also being located on the U.S. Army Corps of Engineers "Take" line for Lake Lewisville;

THENCE with said "Take" line, the following courses to points for corner:

South 04°54'16" West, a distance of 350.10 feet;

South 04°07'29" West, a distance of 349.25 feet;

South 00°09'01" East, a distance of 373.36 feet;

North 88°11'41" West, a distance of 800.30 feet;

South 37°20'20" West, a distance of 536.00 feet;

South 00°08'50" East, a distance of 672.96 feet;

South 56°09'16" West, a distance of 188.85 feet;

South 09°39'06" East, a distance of 162.80 feet;

South 46°03'07" West, a distance of 319.64 feet;

North 74°07'14" West, a distance of 789.34 feet;

South 78°59'39" West, a distance of 216.00 feet;

South 65°55'09" East, a distance of 739.69 feet;

South 16°04'51" East, a distance of 348.96 feet;

And North 88°34'10" West, a distance of 224.10 feet, said point being located at a northeast corner of that certain tract of land described in a correction deed to 2016 Blackhawk 155 Holdings, LTD., recorded in Instrument Number 2018-37459, RPRDCT;

THENCE North 88°59'00" West, with the north line of said Blackhawk tract, a distance of 981.60 feet to a point for corner;

THENCE North 86°40'28" West, continuing with the north line of said Blackhawk tract, a distance of 346.35 feet to a point for corner;

THENCE North 88°13'50" West, continuing with the north line of said Blackhawk tract, and the north line of Prairie Oaks Phase 1B, an addition to the Town of Little Elm, Denton County, Texas, according to Final Plat recorded in Document No. 2019-258, of the Plat Records of Denton County, Texas, a distance of 1949.86 feet to a point for corner;

THENCE North 02°08'13" East, with a west line of said Spiritas tract recorded in Volume 998, Page 670, and the east line of said Upper Trinity Regional Water District tract, a distance of 810.31 feet to a point for corner;

THENCE North 87°51'47" West, with a south line of said Spiritas tract recorded in Volume 998, Page 670, and the north line of said Upper Trinity Regional Water District tract, a distance of 1295.87 feet to the POINT OF BEGINNING of herein described tract and containing a calculated area of 302.071 acres of land, more or less.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 1.000 ACRE TRACT OF LAND:

BEING that certain tract of land situated in the Marsella Jones Survey, Abstract No. 662, in Denton County, Texas, according to and being part of those certain tracts of land described in deeds to Spiritas Ranch Enterprises recorded in Volume 833, Page 38, of the Real Property Records of Denton County, Texas (RPRDCT); and Volume 842, Page 851, RPRDCT; and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found on the south right-of-way line of U.S. Highway No. 380 (variable width right-of-way), and being the most northerly northwest corner of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and also being the northeast corner of that certain tract of land described in deed to RPM xConstruction recorded in Document No. 2014-54052, RPRDCT, from which a TXDOT monument found at the northwest corner of said RPM xConstruction tract bears North 88°21'17" West, a distance of 209.89 feet;

THENCE South 02°14'40" West, leaving said south right-of-way line of U.S. Highway No. 380, and with a west line of said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, passing at a distance of 518.63 feet the southeast corner of said RPM xConstruction tract, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, in all, a total distance of 688.87 feet to the POINT OF BEGINNING, a 5/8 inch iron rod with cap stamped "BCG 10194538" set;

THENCE South 02°14'40" West, continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, a distance of 52.51 feet to a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner, and the beginning of a non-tangent curve to the left;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and with said curve which has a central angle of 24°30'27", a radius of 1475.00 feet, a chord which bears South 61°54'11" West, a chord distance of 626.11 feet, and an arc distance of 630.91 feet to the end of said curve, a 5/8 inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, the following courses to 5/8 inch iron rods with cap stamped "BCG 10194538" set for corner;

South 49°38'57" West, a distance of 169.00 feet, and being the beginning of a tangent curve to the left;

With said curve which has a central angle of 05°10'17", a radius of 560.00 feet, a chord which bears South 47°03'49" West, a chord distance of 50.53 feet, and an arc distance of 50.54 feet to the end of said curve;

North 45°31'19" West, a distance of 50.00 feet, and being the beginning of a non-tangent curve to the right;

With said curve which has a central angle of 05°10'17", a radius of 610.00 feet, a chord which bears North 47°03'49" East, a chord distance of 55.04 feet, and an arc distance of 55.06 feet to the end of said curve;

And North 49°38'57" East, a distance of 169.00 feet, and being the beginning of a tangent curve to the right;

THENCE continuing over and across said Spiritas Ranch Enterprises tract recorded in Volume 833, Page 38, RPRDCT, and said Spiritas Ranch Enterprises tract recorded in Volume 842, Page 851, RPRDCT, and with said curve which has a central angle of 25°07'12", a radius of 1525.00 feet, a chord which bears North 62°12'33" East, a chord distance of 663.26 feet, and an arc distance of 668.60 feet to the end of said curve, and the POINT OF BEGINNING, containing a calculated area of 1.000 acres of land.

LEAVING A NET AREA OF 301.071 ACRES OF LAND.

NOTES:

The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 - North Central Zone No. 4202 (NAD83). All distances are surface distances.

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

Exhibit B
DEPICTION OF THE PROPERTY

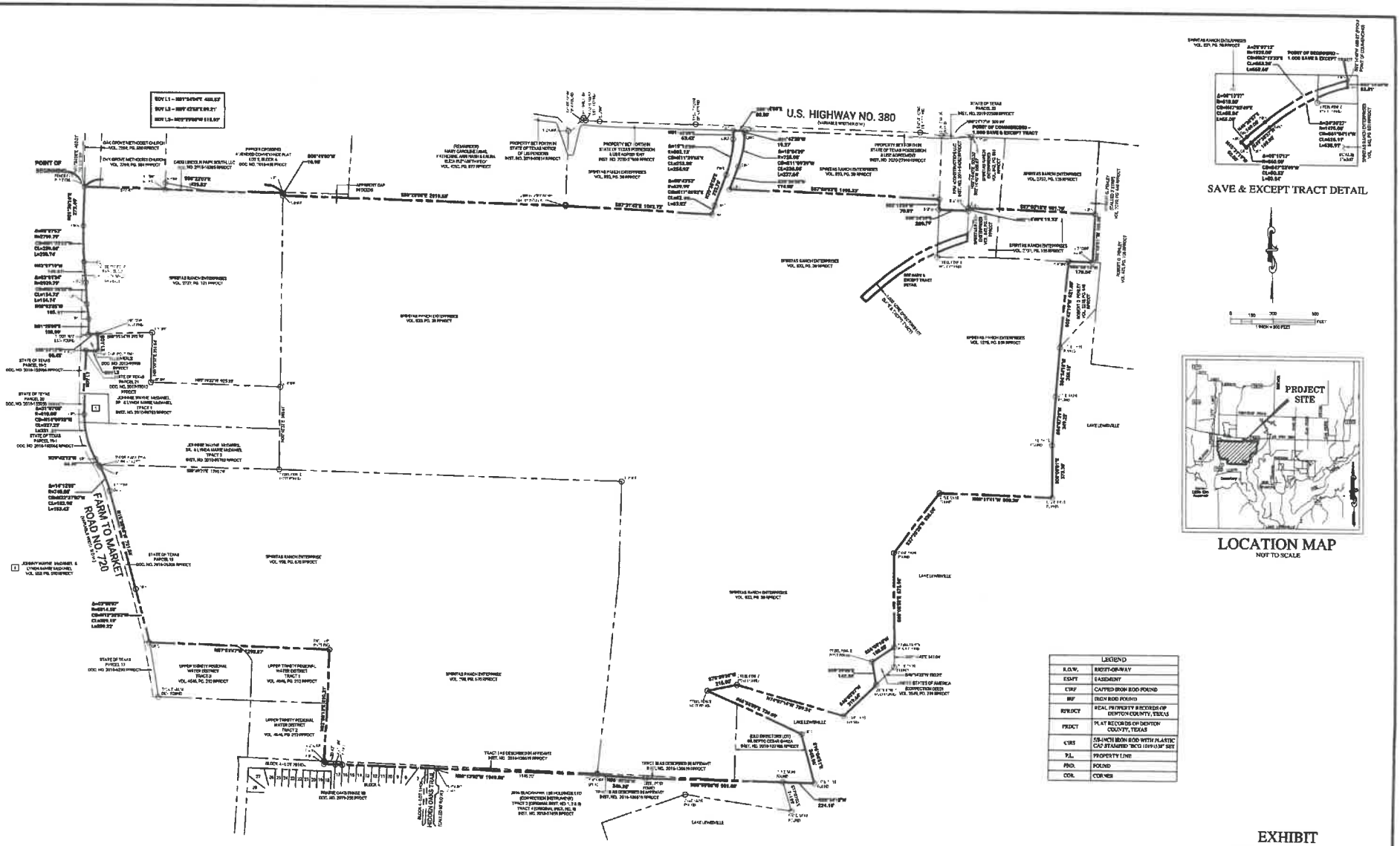
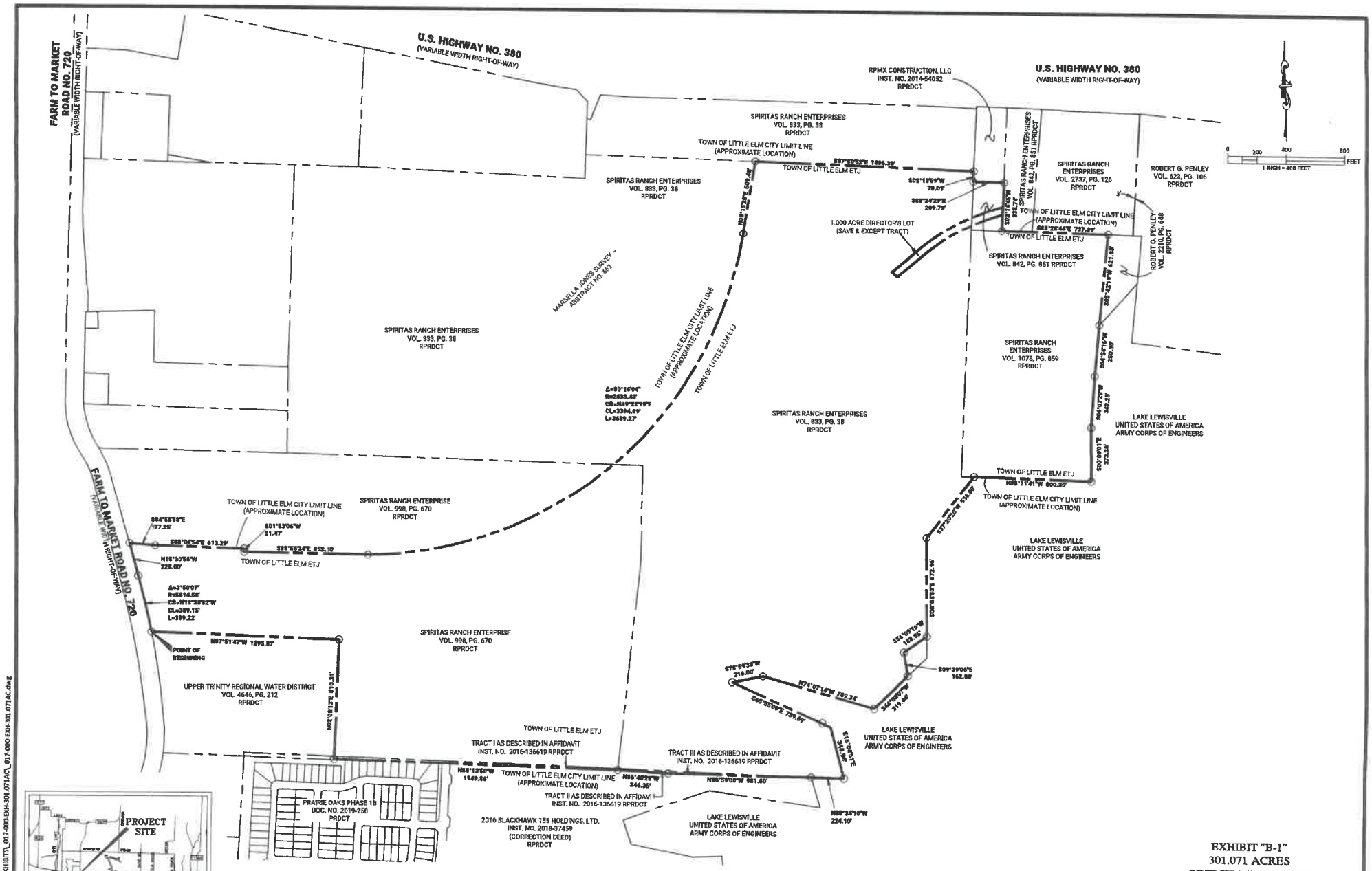

U.S. HIGHWAY NO. 380
(VARIABLE WIDTH R.O.W.)
FARM TO MARKET ROAD NO. 720
(VARIABLE WIDTH R.O.W.)
POINT OF BEGINNING
SPRINGS RANCH ENTERPRISES
VOL. 5727, PG. 121 RPDCTY
VOL. 5727, PG. 39 RPDCTY
VOL. 5727, PG. 139 RPDCTY
VOL. 5727, PG. 118 RPDCTY
VOL. 5727, PG. 39 RPDCTY
VOL. 5727, PG. 39 RPDCTY
VOL. 5727, PG. 39

Exhibit B-1
DEPICTION OF THE ETJ PROPERTY



LOCATION MAP
NOT TO SCALE

LEGEND

DOC. NO.	- DOCUMENT NUMBER
INST. NO.	- INSTRUMENT NUMBER
R.O.W.	- RIGHT OF WAY
PRDCT	- PLAT RECORDS OF DENTON COUNTY, TEXAS
RPRDCT	- REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
VOL.	- VOLUME
PG.	- PAGE

NOTES:

The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 - North Central Zone No. 4202 (NAD83).All distances are surface distances.

There are no easements, improvements, or floodplain lines shown or referenced on this exhibit.

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

EXHIBIT "B-1"
301.071 ACRES
SPIRITAS RANCH
SITUATED IN THE
MARSELLA JONES SURVEY ~ ABSTRACT NO. 662
TOWN OF LITTLE ELM ETJ
DENTON COUNTY, TEXAS

BARRAZA
CONSULTING GROUP, LLC
PLANNING - ENGINEERING - SURVEYING
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20583
801 East Campbell Road, Ste. 650
Richardson, Texas 75081
TELEPHONE - (214)-484-7055
PROJECT # - 2019017-00
DATE - November 2020

PAGE 4 OF 4

SCALE = 1" = 400'

S:\2019\2019017-00 Spiritas Ranch\SURVEY\EXHIBITS_017-000-EXH-301.071AC_017-000-EXH-301.071AC.dwg

Exhibit C
AUTHORIZED IMPROVEMENTS AND ESTIMATED COSTS

COMMUNITY NAME: Spiritas Ranch
PHASES: Full Development
CITY OR TOWN: Town of Little Elm, Denton County

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	548.0
NET ACREAGE:	439.0
TOTAL LOTS:	2,135
TOTAL DENSITY:	4.86
CREATED BY:	MC
REVIEWED BY:	AB
CREATED:	04/06/20
REVISED:	12/21/20

Direct Phase Costs	TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 2M	PHASE 2H	FUTURE PHASES
Lot Count	2135	540	109	155	145	240	946
1 Engineering	$ 4,609,407	$ 1,245,710	$ 225,382	$ 333,499	$ 289,678	$ 452,194	$ 2,062,943
2 Grading Site Preparation	$ 988,257	$ 228,241	$ 46,902	$ 57,239	$ 39,056	$ 63,202	$ 553,618
3 Water	$ 4,294,761	$ 1,277,555	$ 165,683	$ 322,987	$ 261,903	$ 370,475	$ 1,896,159
4 Sanitary Sewer	$ 6,617,983	$ 2,180,113	$ 452,883	$ 512,075	$ 352,315	$ 575,985	$ 2,544,613
5 Storm Drain	$ 9,992,686	$ 2,965,160	$ 311,678	$ 621,496	$ 561,212	$ 557,983	$ 4,975,158
6 Street Improvements	$ 14,784,454	$ 4,223,124	$ 696,504	$ 1,126,189	$ 809,081	$ 1,236,241	$ 6,693,316
7a Screening/Landscape Walls	$ -						
7b Ret Walls	$ -						
8 Dry Utilities	$ -						
9 Contingency 5%	$ 2,064,377	$ 605,995	$ 94,952	$ 148,674	$ 115,662	$ 162,804	$ 936,290
10 District Formation Costs	$ -						
11 Turn Lane Improvements	$ -						
12 N/A	$ -						
Total	$ 43,351,926	$ 12,725,898	$ 1,993,983	$ 3,122,159	$ 2,428,906	$ 3,418,883	$ 19,662,097
Cost per Lot	$ 20,305	$ 23,566	$ 18,293	$ 20,143	$ 16,751	$ 14,245	$ 20,784

Major Improvements Costs	TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 2M	PHASE 2H	FUTURE PHASES
Lot Count	2135	540	109	155	145	240	946
1 Engineering	$ 3,198,142	$ 1,073,940	$ 183,836	$ 195,082	$ 128,415	$ 181,860	$ 1,435,008
2 Grading Site Preparation	$ -						
3 Water	$ 1,071,650	$ 407,883	$ 103,810	$ 47,028	$ 32,215	$ 57,820	$ 422,894
4 Sanitary Sewer	$ 5,954,900	$ 1,823,800	$ 40,013	$ -	$ -	$ 250,850	$ 3,840,238
5 Storm Drain	$ 2,455,591	$ 319,720	$ -	$ 228,760	$ -	$ -	$ 1,907,111
6 Street Improvements	$ 4,155,459 0	$ 1,815,889	$ 477,567	$ 266,755	$ 8,170	$ 411,095	$ 1,175,983
7a Screening/Landscape Walls	$ 3,450,000	$ 1,260,000	$ 460,000	$ 260,000	$ 370,000	$ 350,000	$ 750,000
8 Dry Utilities - Spiritas Median	$ 1,362,125	$ 1,189,125	$ 173,000	$ -	$ -	$ -	$ -
9 Contingency 5%	$ 1,265,977	$ 507,095	$ 73,455	$ 67,131	$ 44,190	$ 62,581	$ 511,524
10 District Formation Costs	$ 1,200,000	$ 1,200,000					
11 Turn Lane Improvements	$ 1,725,000	$ 690,000	$ -	$ 345,000	$ 345,000	$ -	$ 345,000
12 Common Area Amenities & Trails	$ 746,670	$ 361,550	$ 30,880	$ -	$ -	$ -	$ 354,240
Total	$ 26,585,514	$ 10,649,001	$ 1,542,561	$ 1,409,757	$ 927,990	$ 1,314,207	$ 10,741,998
Cost per Lot	$ 12,452	$ 19,720	$ 14,152	$ 9,095	$ 6,400	$ 5,476	$ 11,355

Private Costs	TOTALS	PHASE 1	PHASE 1L	PHASE 1M	PHASE 2M	PHASE 2H	FUTURE PHASES
Lot Count	2135	540	109	155	145	240	946
1 Engineering	$ 1,480,306	$ 388,427	$ 75,580	$ 104,985	$ 99,335	$ 162,558	$ 649,422
2 Grading Site Preparation	$ 7,623,125	$ 2,065,538	$ 405,299	$ 541,305	$ 528,299	$ 848,853	$ 3,233,831
3 Water	$ -						
4 Sanitary Sewer	$ -						
5 Storm Drain	$ -						
6 Street Improvements	$ -						
7a Screening/Landscape Walls	$ -						
7b Ret Walls	$ 4,903,000	$ 1,383,000	$ 234,300	$ 318,400	$ 298,400	$ 482,300	$ 2,186,600
8 Dry Utilities	$ 2,135,000	$ 540,000	$ 109,000	$ 155,000	$ 145,000	$ 240,000	$ 946,000
9 Contingency 5%	$ 957,072	$ 318,848	$ 41,209	$ 55,984	$ 53,552	$ 86,686	$ 400,793
10 District Formation Costs	$ -						
11 Turn Lane Improvements	$ -						
12 Amenity Center	$ 3,000,000	$ 2,000,000	$ -	$ -	$ -	$ -	$ 1,000,000
Total	$ 20,098,502	$ 6,695,813	$ 865,388	$ 1,175,674	$ 1,124,585	$ 1,820,397	$ 8,416,645
Cost per Lot	$ 9,414	$ 12,400	$ 7,939	$ 7,585	$ 7,756	$ 7,585	$ 8,897
TOTALS	***$ 90,035,942***	***$ 30,070,712***	***$ 4,401,932***	***$ 5,707,590***	***$ 4,481,482***	***$ 6,553,487***	***$ 38,820,740***
per lot	***$ 42,171***	***$ 55,687***	***$ 40,385***	***$ 36,823***	***$ 30,907***	***$ 27,306***	***$ 41,037***
40' Lots	868	175	0	80	71	143	399
50' Lots	962	300	109	75	74	97	307
60' Lots	305	65	0	0	0	0	240
Total Lots	***2135***	***540***	***109***	***155***	***145***	***240***	***946***

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.

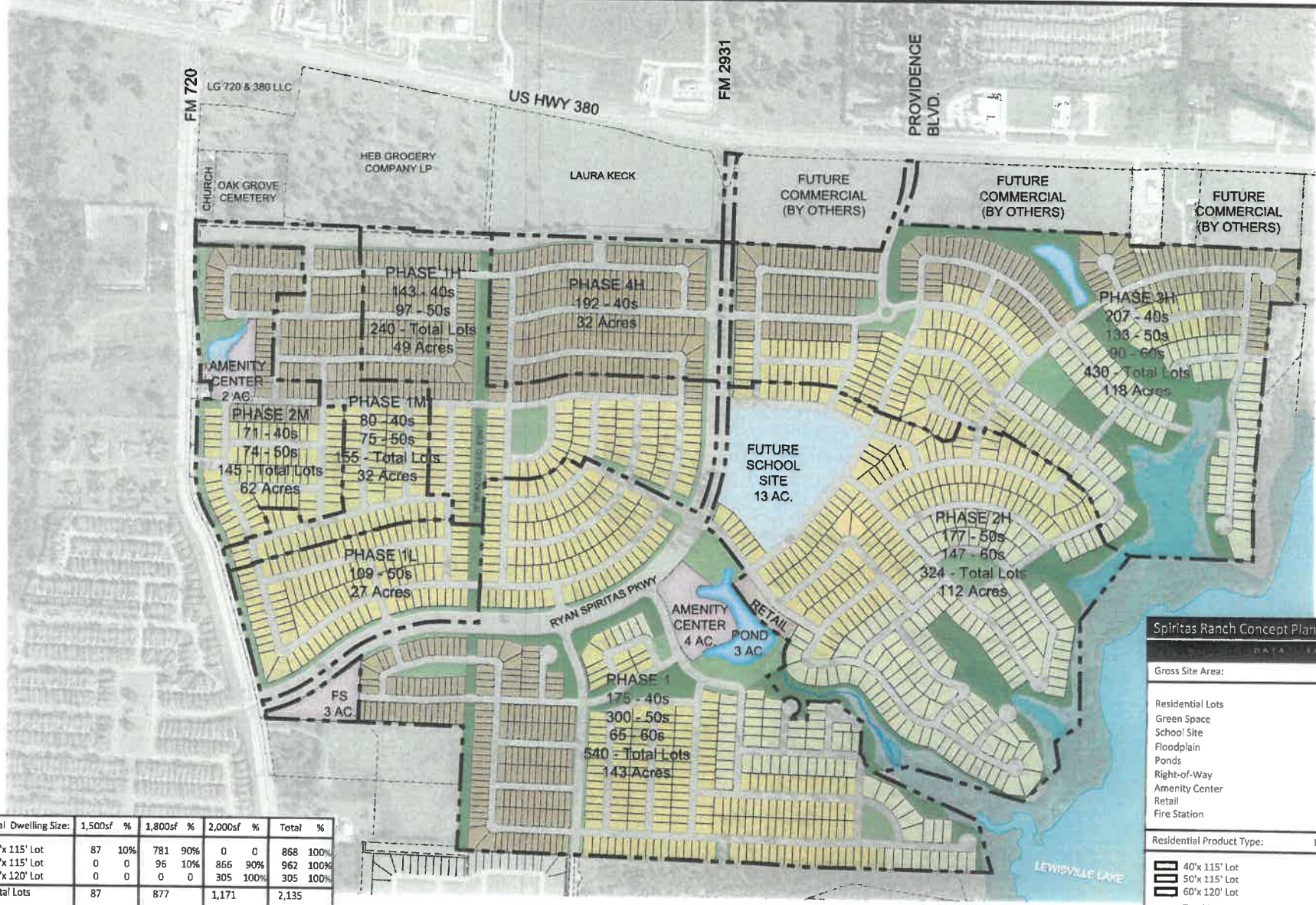
NOTES

[1] Development cost does not include: City/District/County Fees, Bonds, & Permits

[2] Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

[3] Professional Fees do not include: Land Entitlements, Feasibility, Boundary Survey, Topographic Survey, Tree Survey, Flood Studies, Geotechnical, Environmental, Wetlands SWPPP Administration, or Traffic Studies.

Exhibit D
CONCEPT PLAN



Residential Dwelling Size:	1,500sf	%	1,800sf	%	2,000sf	%	Total	%
40'x 115' Lot	87	10%	781	90%	0	0	868	100%
50'x 115' Lot	0	0	96	10%	866	90%	962	100%
60'x 120' Lot	0	0	0	0	305	100%	305	100%
Total Lots	87		877		1,171		2,135	

Spiritas Ranch Concept Plan 25

	Acres	Gross %
Gross Site Area:		545+/-
Residential Lots	433	80%
Green Space	49	9%
School Site	13	2%
Floodplain	16	3%
Ponds	5	1%
Right-of-Way	17	3%
Amenity Center	7	1%
Retail	2	0.5%
Fire Station	3	0.5%

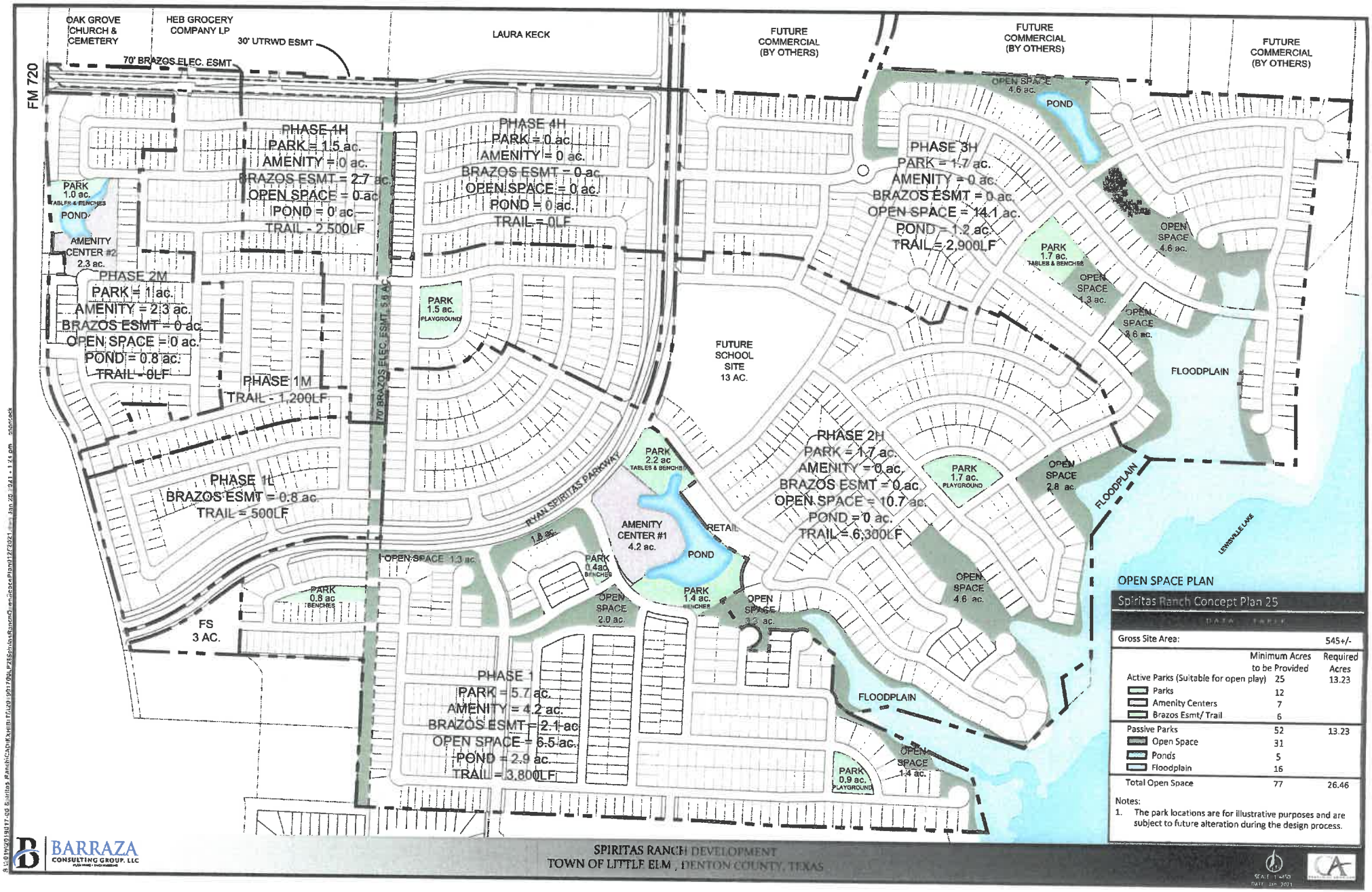
Residential Product Type:	Phase 1	Future	Total
40'x 115' Lot	398	470	868
50'x 115' Lot	581	381	962
60'x 120' Lot	65	240	305
Total Lots	1,044	1,091	2,135
Total Acres	251	294	545

BARRAZA CONSULTING GROUP, LLC

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1"=500'
DATE: JAN. 2021

Exhibit D-1
PARKS AND OPEN SPACE



OPEN SPACE PLAN

Spiritas Ranch Concept Plan 25

DATA TABLE

Gross Site Area:		545+/-
	Minimum Acres to be Provided	Required Acres
Active Parks (Suitable for open play)	25	13.23
Parks	12	
Amenity Centers	7	
Brazos Esmt/ Trail	6	
Passive Parks	52	13.23
Open Space	31	
Ponds	5	
Floodplain	16	
Total Open Space	77	26.46

Notes:
1. The park locations are for illustrative purposes and are subject to future alteration during the design process.

BARRAZA CONSULTING GROUP, LLC

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1" = 450'
DATE: Jan 2021

Exhibit D-2
TRAILS

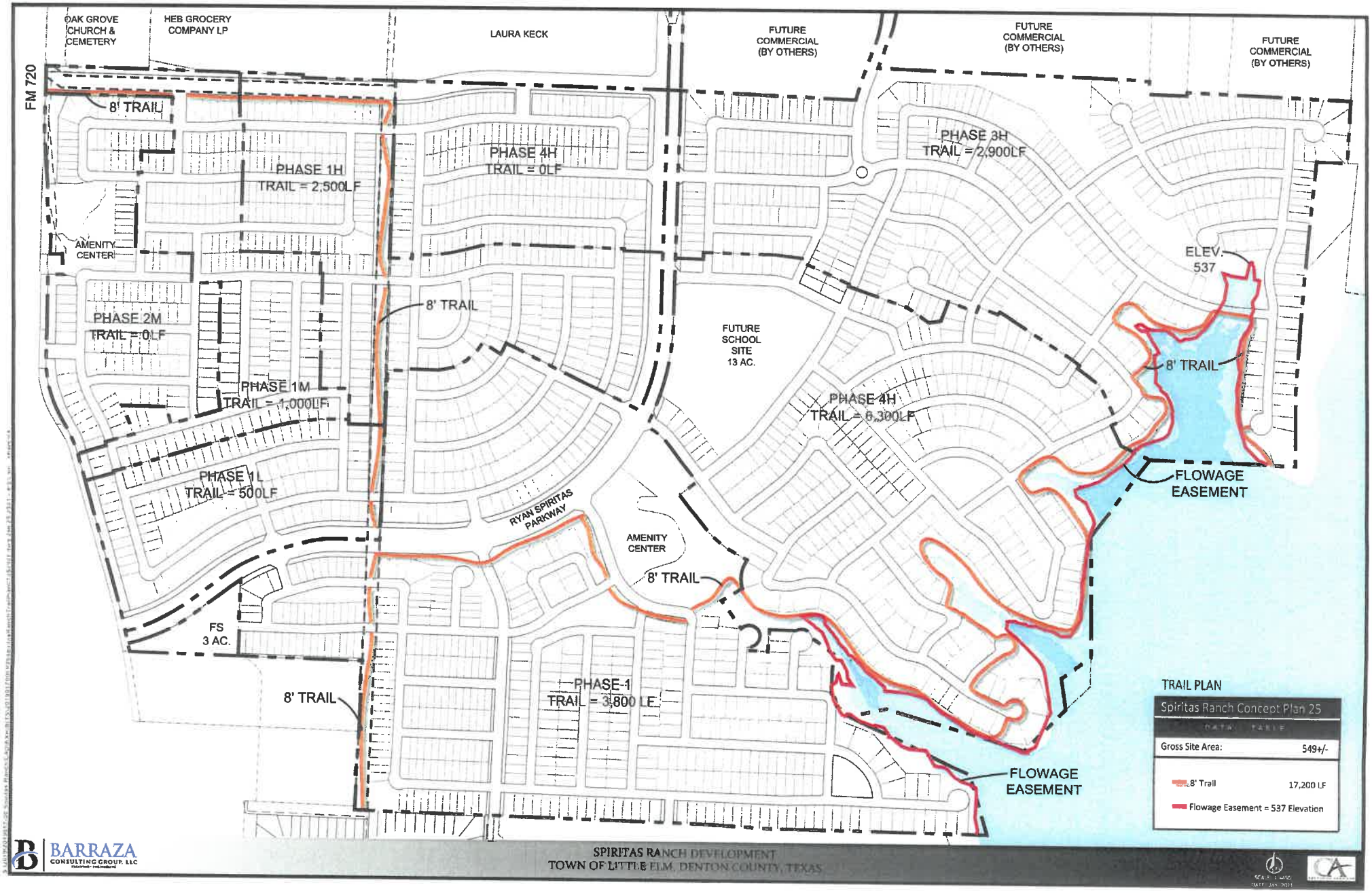
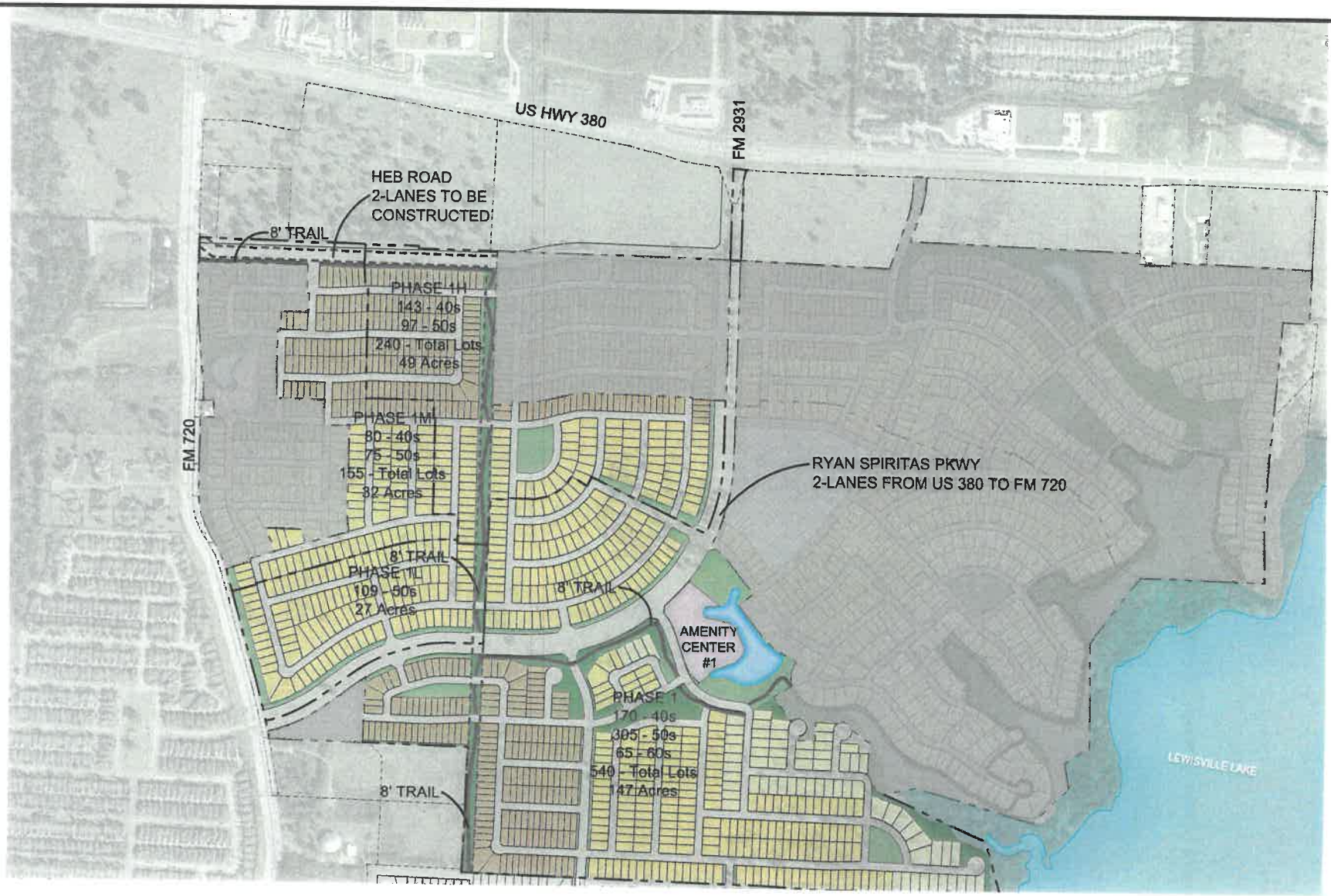

OAK GROVE CHURCH & CEMETERY
HEB GROCERY COMPANY LP
LAURA KECK
FUTURE COMMERCIAL (BY OTHERS)
FUTURE COMMERCIAL (BY OTHERS)
FUTURE COMMERCIAL (BY OTHERS)
FM 720
8' TRAIL
PHASE 1H
TRAIL = 2,500LF
PHASE 4H
TRAIL = 0LF
PHASE 3H
TRAIL = 2,900LF
AMENITY CENTER
ELEV. 537
PHASE 2M
TRAIL = 0LF
8' TRAIL
FUTURE SCHOOL SITE 13 AC.
8' TRAIL
PHASE 1M
TRAIL = 1,000LF
PHASE 4H
TRAIL = 6,300LF
PHASE 1L
TRAIL = 500LF
RYAN SPIRITAS PARKWAY
AMENITY CENTER
FLOWAGE EASEMENT
8' TRAIL
FS
3 AC.
8' TRAIL
PHASE 1
TRAIL = 3,800 LF
FLOWAGE EASEMENT
TRAIL PLAN
Spiritas Ranch Concept Plan 25
DATA TABLE
Gross Site Area: 549+/-
8' Trail 17,200 LF
Flowage Easement = 537 Elevation
BARRAZA CONSULTING GROUP, LLC
SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

Exhibit D-3
PHASING PLAN



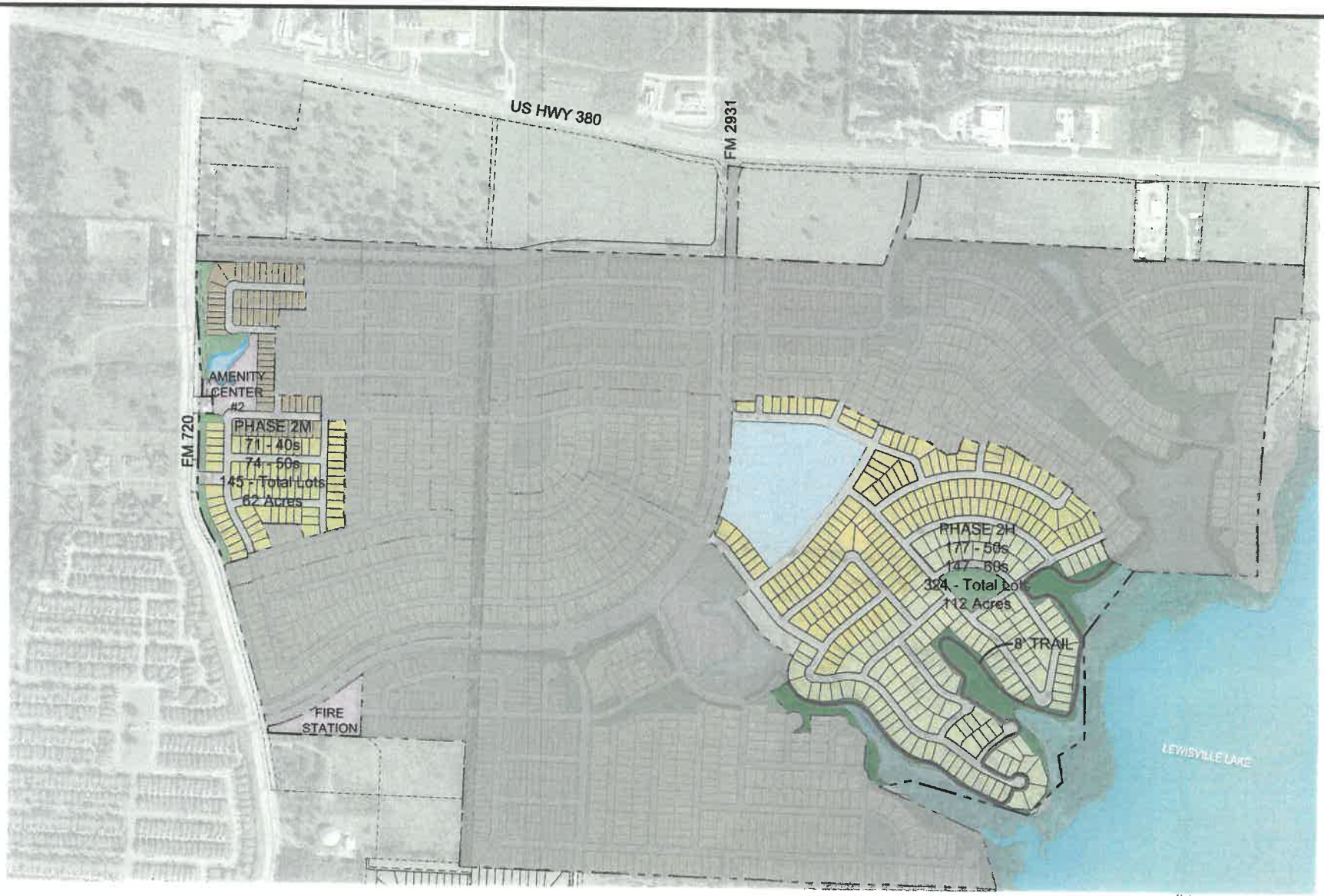
Notes:

1. Phase 1 construction to be completed 24 months after first PID Bond funding issued.
2. Amenity Center #1 to start construction 90 days after acceptance of Phase 1.

BARRAZA
CONSULTING GROUP, LLC

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1"=500'
DATE: Jan 2021

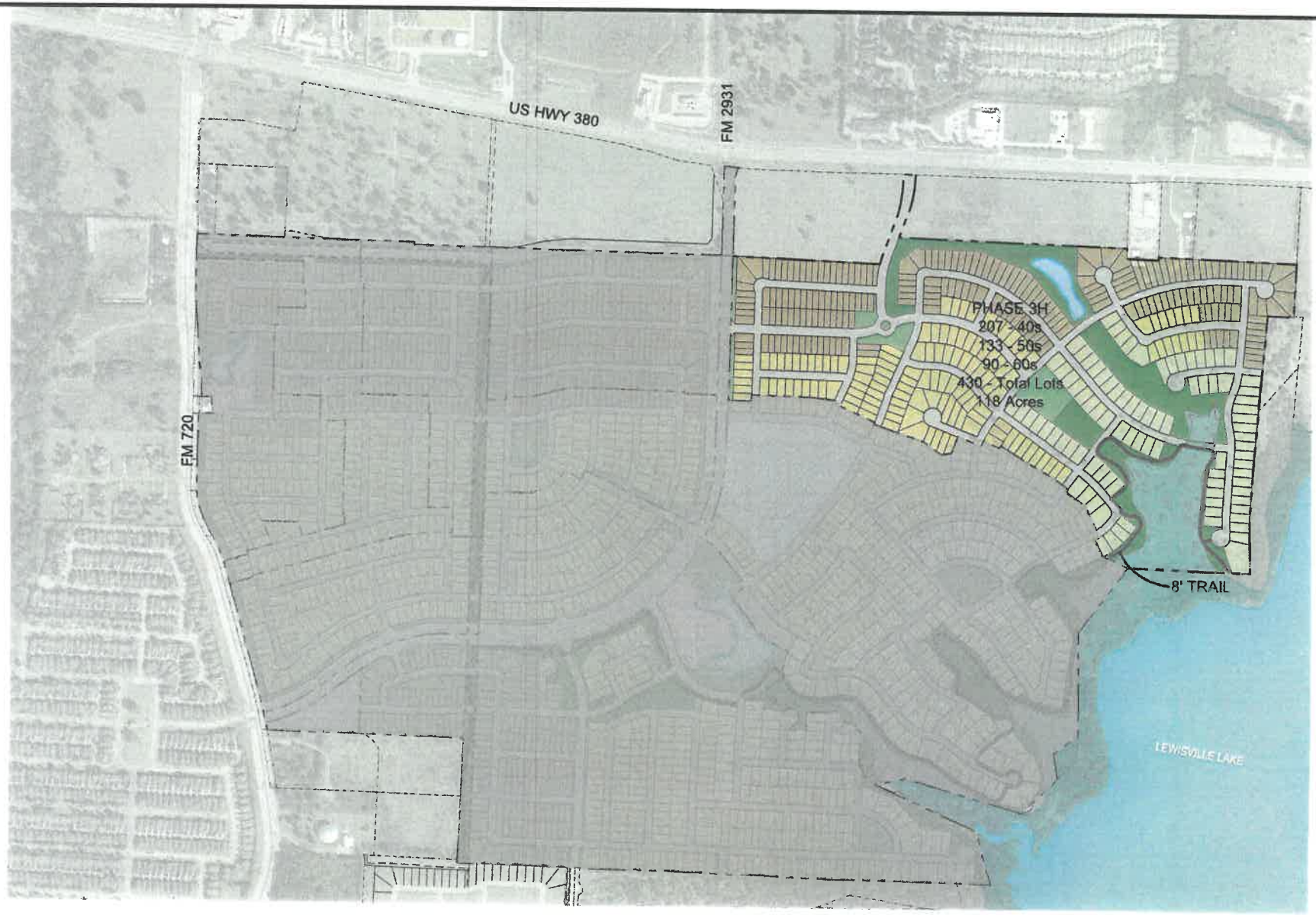


Notes:
1. Amenity Center #2 to start construction 90 days after the acceptance of Phase 2.
2. The fire station construction to begin after issuance of 1,250th building permit.

BARRAZA CONSULTING GROUP, LLC

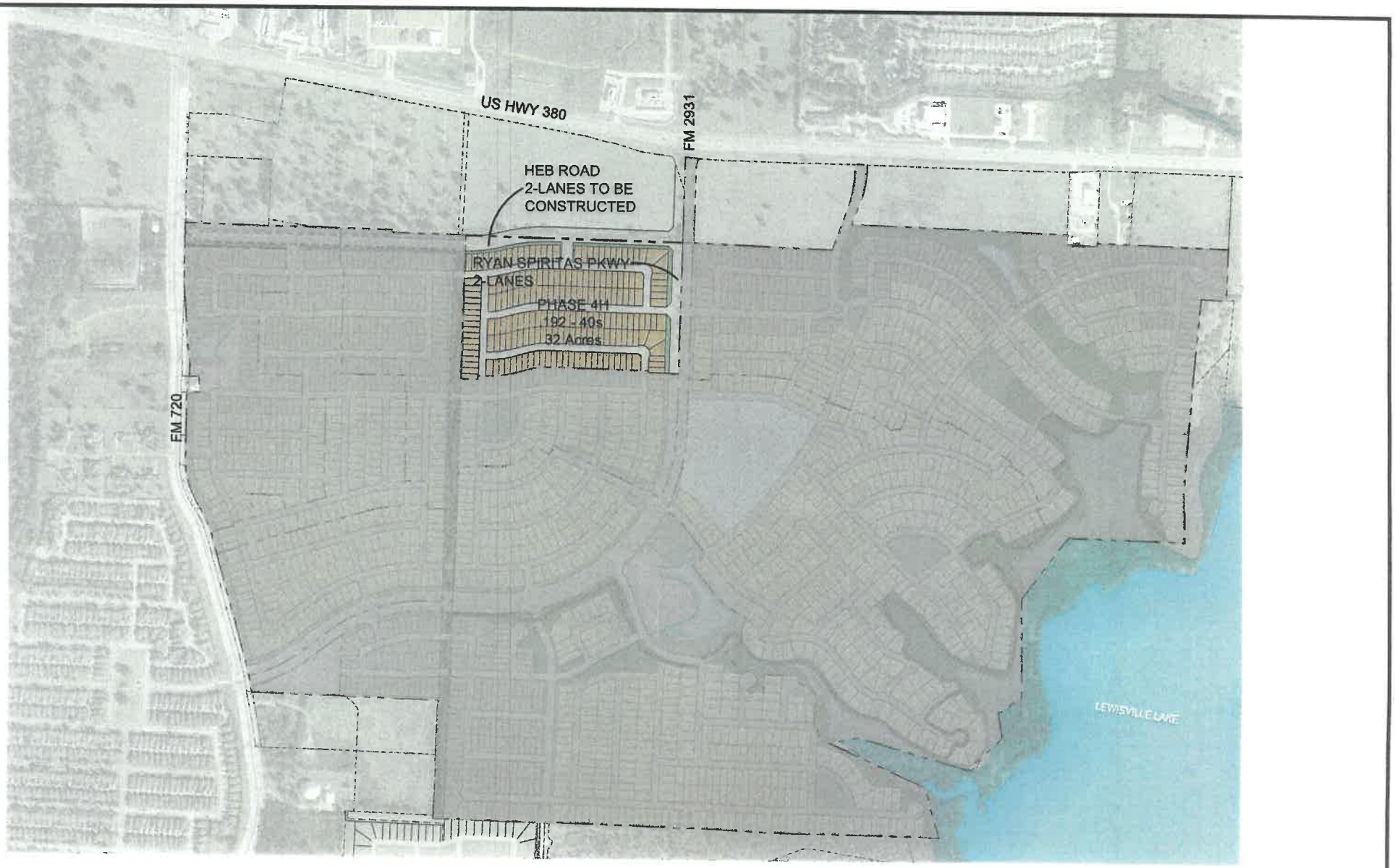
SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1"=500'
DATE: Jan 2021



BARRAZA
CONSULTING GROUP, LLC

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS



BARRAZA
CONSULTING GROUP, LLC

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

Exhibit D-4
PRIVATE AMENITIES (BY PHASE)

Exhibit D-4
PRIVATE AMENITIES
LOCATION: AMENITY CENTERS - PARKS - TRAILS - OPEN SPACE

PHASE 1

- FIVE (5) IRRIGATED PARKS, INCLUDING :
  - 2.2 Acre Park (with tables and benches)
  - 1.4 Acre Park (with benches)
  - 0.4 Acre Park (with benches)
  - 0.9 Acre Park (with playground)
  - 0.8 Acre Park (with benches)
- 4.2-ACRE AMENITY CENTER SITE
- 6.5 ACRES OF IRRIGATED NATURAL OPEN SPACE
- 2.9-ACRE POND
- 3,800 LF OF TRAILS

PHASE 1 L

- 500 LF OF TRAILS

PHASE 1 M

- 1,200 LF OF TRAILS

PHASE 1H

- 1.5-ACRE IRRIGATED PARK (with playground)
- 2,500 LF OF TRAILS

PHASE 2 M

- 1-ACRE IRRIGATED PARK (with tables and benches)
- 0.8-ACRE POND
- 2.3-ACRE AMENITY CENTER SITE

PHASE 2H

- 1.7-ACRE IRRIGATED PARK (with playground)
- 10.7 ACRES OF IRRIGATED NATURAL OPEN SPACE
- 6,300 LF OF TRAILS

PHASE 3H

- 1.7-ACRE IRRIGATED PARK (with tables and benches)
- 14.1 ACRES OF IRRIGATED NATURAL OPEN SPACE
- 1.2-ACRE POND
- 2,900 LF OF TRAILS

PHASE 4H

- UTILIZES AMENITIES IN ADJOINING PHASES

Note (1): All acreages and linear feet of the private amenities listed above are approximates only and are subject to change.

Note (2): The developer will provide or cause to be provided playground equipment, in certain phases where noted above, of a similar type to the playground equipment shown on the following page.

Sample Playground Equipment

Exhibit E
DEVELOPMENT STANDARDS

SPIRITAS RANCH DEVELOPMENT STANDARDS – REVISION 9

I. LOT TYPE REGULATIONS

Spiritas Ranch Development will include a variety of lot types in order to achieve the goals established for the district. The lot types and requirements for each shall be as follows:

A. Lot Type SF-4A:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single -Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:

   a. Model homes (inclusive of early permits) - permitted by right
   b. Temporary sales offices - permitted by right
   c. Temporary construction offices - permitted by right
   d. Temporary asphalt batch plants - requires administrative approval only
   e. Temporary concrete batch plants – requires administrative approval only
   f. Temporary construction yards - permitted by right
   g. Concrete Washouts - permitted by right

2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.

3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	4,500+/- square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty-five percent (55%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways, and porches, shall be 1,800 square feet, with the exception that no more than 10% of homes or dwellings being allowed to be 1,500 square feet minimum.
Front Yard:	20 ~~(25')~~ feet minimum

Rear Yard:	(20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 ~~(6')~~ feet minimum
Side Yard Adj. to Street:	15 ~~(28')~~ feet minimum
Lot Width:	40 ~~(60')~~ feet minimum (measured at front building line)
Garage:	May face front or side street.

B. Lot Type SF-4B:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single -Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:

   a. Model homes (inclusive of early permits) – permitted by right
   b. Temporary sales offices - permitted by right
   c. Temporary construction offices – permitted by right
   d. Temporary asphalt batch plants – requires administrative approval only
   e. Temporary concrete batch plants – requires administrative approval only
   f. Temporary construction yards – permitted by right
   g. Concrete Washouts – permitted by right

2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.

3. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	5,650+/- ~~(6,000)~~ square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed fifty-nine percent (59%) of the total lot area. Driveways, flatwork, swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways, and porches, shall be 2,000 square feet, with the

	exception that no more than 10% of homes or dwellings being allowed to be 1,800 square feet minimum.
Front Yard:	20 ~~(25')~~ feet minimum
Rear Yard:	(20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 ~~(6')~~ feet minimum
Side Yard Adj. to Street:	15 ~~(28')~~ feet minimum
Lot Width:	50 ~~(60')~~ feet minimum (measured at front building line)
Garage:	May face front or side street.

C. Lot Type SF-4C:

1. Permitted Uses: Land use shall comply with uses permitted for SF-4 Single -Family District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. The following additional uses are permitted by right or requires administrative approval only as provided below:

   a. Model homes (inclusive of early permits) – permitted by right
   b. Temporary sales offices – permitted by right
   c. Temporary construction offices – permitted by right
   d. Temporary asphalt batch plants – requires administrative approval only
   e. Temporary concrete batch plants – requires administrative approval only
   f. Temporary construction yards – permitted by right
   g. Concrete Washouts – permitted by right

2. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.

4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	7,100+/- ~~(6,000)~~ square feet (minimum)
Lot coverage:	The combined area covered by all main buildings and accessory structures shall not exceed sixty-three percent (63%) of the total lot area. Driveways, flatwork, swimming

	pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,000 square feet.
Front Yard:	20 ~~(25')~~ feet minimum
Rear Yard:	(20') feet minimum (excludes outdoor areas such as patios, outdoor kitchens, etc.)
Side Yard:	5 ~~(6')~~ feet minimum
Side Yard Adj. to Street:	15 ~~(28')~~ feet minimum
Lot Width:	60 feet minimum (measured at front building line)
Garage:	May face front or side street.

D. Commercial Development Regulations:

1. Permitted Uses: Land use and structures shall comply with the requirements for the "LC" Light Commercial District in Section 106-05-01 of the Town of Little Elm Zoning Ordinance. Architectural and site design shall comply with the Town's current standards. In addition, the following uses are permitted by right or requires administrative approval only as provided below:

   a. Private club/Amenity Center – permitted by right
   b. Model homes – permitted by right
   c. Temporary sales offices – permitted by right
   d. Temporary construction offices - permitted by right
   e. Temporary asphalt batch plants – requires administrative approval only
   f. Temporary construction yards – permitted by right
   g. Temporary concrete batch plants – requires administrative approval only

II. DEVELOPMENT AND DESIGN STANDARDS

A. Street: The following street types shall establish the criteria for streets allowed within Spiritas Ranch Development.

1. Ryan Spiritas Parkway (P6D-2 Primary Arterial-2, Divided, 140' Right-of-Way).

Public Right-of-Way Width:	140'
Pavement Width:	Two (2) – 25' B/B
Pavement Section:	8", 3,600 psi concrete
Curb Radii:	20'
Sidewalk Width:	6'(1)
Landscape Median (Measured from Back-of-Curb):	20' in Width
Parkway Width:	35'
Parking:	No parking allowed

(1) Sidewalks shall be constructed on both sides of Ryan Spiritas Parkway

2. New HEB Road (M4D-1 Minor Arterial-1, Divided, 100' Right-of-Way)(1).

Public Right-of-Way Width:	100'
Pavement Width:	Two (2) – 25' B/B
Pavement Section:	8", 3,600 psi concrete
Curb Radii:	20'
Sidewalk Width:	6'
Landscape Median (Measured from Back-of-Curb):	20' in Width
Parkway Width:	15'
Parking:	No parking allowed

(1) Spiritas Ranch Development shall only be responsible for constructing the two (2) southern lanes. Utilities shall be within ROW. No adjacent landscape buffer shall be required.

3. Collector (C2U – Collector, 60' Right-of-Way)

Public Right of Way Width:	60'
Pavement Width:	37' B/B
Pavement Section:	6", 3,600 psi concrete
Curb Radii:	20'
Minimum Centerline Radius for Curves:	100'
Minimum Tangent between Reverse Curves:	0'
Minimum Sidewalk Width:	5'
Parkway Width:	11.5'

4. Urban Mix Residential (R – Residential Street, 50' Right-of-Way)

Classification: Designed to provide access to residential areas.

Public Right of Way Width:	50'
Pavement Width:	31' B/B

Pavement Section:	6", 3,600 psi concrete
Curb Radii:	20'
Minimum Centerline Radius for Curves:	100'
Minimum Tangent between Reverse Curves:	0'
Minimum Sidewalk Width:	5'
Parkway Width:	9.5'
Parking:	Allowed on both sides

B. **Residential Architectural Design Standards:** All development within Spiritas Ranch Development shall comply with Section 106-06 of the Town of Little Elm Zoning Ordinance with the following modification:

1. Minimum masonry requirement. The front facing exterior facades of the main building or structure shall be constructed of 100 percent masonry finishing material that is comprised of brick, stone, cast stone, or a combination thereof. The overall minimum masonry content of all facades shall be 85 percent. Stucco or other cementitious materials such as hardie board may be used as a secondary design feature with no more than 15 percent of any facade other than those facing a right-of-way being made up of this material. Other materials of equal or similar characteristics may be allowed at the discretion of the director.

2. Alternate stucco architecture. If a home is designed with a specific architectural style that warrants the use of stucco as the primary exterior material, including but not limited to Mediterranean, Spanish, southwest or modern, then the use of stucco as a primary material will be allowed ~~may be approved by the director~~. All elements of the architectural style must be consistently incorporated, including but not limited to composition roof and clay roof tiles, typical of the style. Residences with primarily stucco finishes may ~~shall~~ be accented with heavy wood beams, stonework or other features to enhance the style. Elevations with no discernable style that simply disregard the required masonry requirement will not be considered.

3. Cementitious fiberboard and engineered wood. Cementitious fiberboard or engineered wood may constitute up to 50 percent of the exterior facades of stories other than the first floor if the 85 percent masonry finishing materials is maintained overall. Cementitious fiberboard or engineered wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, or other architectural features approved by the director.

4. Elevation repetition. Each unique house elevation shall not be repeated on the lot most directly across the street, nor shall it be repeated on four ~~two~~ lots in either direction on the same side of the street. A wide variety of elevations is desired as it augments the character of the subdivision and

reduces monotony of design. Houses that have a primarily stucco exterior shall be limited to three per block face.

5. Elevation masonry mix and pattern. Front elevations may ~~should~~ use more than one type of masonry construction in a variety of patterns to vary the architectural appeal of the streetscape. ~~Regardless of the 85 percent minimum Category A masonry requirements, every facade shall be a mixture of materials and no one facade may be constructed of cementitious fiberboard or engineered wood or a combination of these products.~~

6. Doors. Garage doors and front entry doors visible from the right-of-way shall consist of stained cedar, redwood, spruce, fir or other hardwood, or other products, including products that are not wood but have a wood appearance, including fiberglass, aluminum/ metal or hardie and approved by the director. Garage doors shall not be required to have reveals or textures or be recessed from garage face.

7. Some front porches shall be bricked.

8. Front Door enhancement. Homes shall be designed in a manner that enhances the front door rather than the garage door and shall include one of the following or other gifts to streets:
   - Front Porch
   - Columns/ Gateways/ Articulation
   - Or Other Gifts to the Streets

9. Gifts to the Street: All buildings constructed shall include decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the town's building official) and at least three (3) ~~four (4)~~ of the following below listed design features to provide visual relief along the front of the residence:

Garage door(s) with hardware;
Carriage style garage door(s) with hardware;
Architectural pillars or posts;
Bay window(s);
Brick chimney on exterior wall;
Cast stone accents;
Covered front porches (minimum of 30 ~~60~~ square feet covered by main roof or an architectural extension);
Cupulas or turrets;
Dormers or gables;
Garage door not facing the street (J-swing garage style);
Roof accent upgrades (e.g. metal, tile, slate, solar tiles);
Recessed entries a minimum of three feet deeper than main front facade;

Greater than 6:12 primary roof pitch, or variable roof pitches;
Transom windows;
Shutters;
8' Front door
Colored mortar
Brick smaller than "King Size"
Masonry arches;
Mixed masonry patterns (over and above what is required by section 106.06.02(b)(5));
Hanging or Coach lights at entrances;
Decorative attic or gable feature, minimum two square feet in size (e.g. vent, window, brick detail);
Divided Light Windows on the front;
Colored Windows – tan or black;
Decorative Hardware on front door or sconces next to front door;
Exposed rafter tails.

C. **Landscape Standards:**

1. Trees planted within the median and common areas adjacent to Ryan Spiritas Parkway, and landscape buffers shall be a minimum 3" caliper and shall be planted at a ratio of one (1) tree per each fifty (50) linear feet of street frontage. Trees planted within these common spaces may be planted in groupings, clusters or masses.

2. Amenity retention (wet) ponds shall be designed in a manner to be an amenity to the development by providing a gentle six-to-one (6:1) slope (a partial decorative stone retaining wall may be allowed), a large canopy tree for each 75 ~~20~~ linear feet of the perimeter (which may be clustered), ~~benches~~, fountains, and trash receptacles ~~and public art~~. Such ponds shall include aeration to ensure water quality. The area shall be accessible by patrons and be maintained by the property owner or established property owners association.

3. Amenity detention (dry) ponds shall be designed in a manner to be an amenity to the development by providing a gentle six-to-one (6:1) slope (a partial decorative stone retaining wall may be allowed), a large canopy tree for each 50 ~~30~~ linear feet of the perimeter (which may be clustered), benches and trash receptacles.

4. At least one (1) small ornamental tree, per lot, shall be planted in the side yard of lots adjacent to a street. Trees shall be a minimum 3.0" caliper.

5. Tree Requirements:

   Each lot shall have a minimum of two (2) total trees with a combined minimum caliper of 6-inches.

6. No tree mitigation will be required for this project.

7. All front yard landscape beddings are not required to be edged with masonry.

D. **Residential fences:** All residential fences shall be 6-foot cedar board on board fencing with a top cap on all sides of the lots.

III. GENERAL SUBDIVISION POLICIES

1. No alleys are required within the Spiritas Development.

2. Trails:

   a. All trails shall be 8' wide with a minimum 15' wide level ground surface.

3. (j) (7) a. Parallel Streets – Remove section 107.08.02 (j)(7) a. This section requires 60% of the frontage of creeks to be by ROW

4. (j) (7) b. Cul-de-sac streets – Remove section 107.08.02 (j)(7) b. This section limits the placement of cul-de-sacs, disallows multiple cul-de-sacs in a row, and adds a requirement for a feature at the end of the cul-de-sac. Also puts restrictions on how many cul-de-sacs can be closed off to the floodplain

5. (j)(8) Setbacks. Adjust side yard setbacks adjacent to creeks/shorelines to be 15' minimum.

Section 107.08.03 – Streets and alleys

6. (b)(5) Maximum street length. "No street shall be more than 1,000 feet in length". Change to "1,200"

7. (6) Curvilinear requirement. Remove this paragraph. "When a residential street length exceeds 500 feet but is less than 1,000 feet in length, the design of the street shall include a curve of between 100 to 200 feet radius for a length equal to the curve radius."

8. (7) Street calming methods. Remove this paragraph.

Section 107.08.06 – Other subdivision regulations

9. (e)(3)a. Remove paragraph. Section is requirement for live-screening of franchise utility ground-mounted equipment - 3' spacing of five-gallon shrubs

Section 107.09.01 – Applicability and general requirements

10. (b)(5) Non-residential uses adjacent to parks. Revise section to remove requirement that use cannot back up to park/open space

11. (b)(6) Street abutting a park. Remove 2nd sentence that may require streets abutting open space to be increased width from 31' to 37'.

ENGINEERING DESIGN STANDARDS

Section 3.0 – Drainage design requirements

12. E. – Remove requirement for concrete lining of channels based on CA values. Concrete should remain as an option, but not a requirement. Alternative stabilization techniques shall be approved by the Town Engineer if lining of channel is not concrete.

Section 5.0 – Other Improvements

Electric Power and Telephone Service – All powerlines, excluding those preexisting transmission lines, shall be buried.

Exhibit E-1
FIRE STATION EMS CENTER SPECIFICATIONS

Centurion American Development Group
1800 Valley View Lane Ste 300
Farmers Branch, TX 75234
469-892-7200 469-892-7202 (fax)

The proposed new Fire Station EMS Center (the "Fire Station") to be built in the Spiritas Ranch development will include approximately 14,020 square feet, which includes approximately 12,580 square feet on the ground floor and a mezzanine of approximately 1,440 square feet. The specifications for the Fire Station are as follows:

- Living quarters to be approximately 6,465 square feet and includes the following:
  - Kitchen
  - Dining Room
  - Training Area
  - Day Room
  - Lockers
  - Bunk Room
  - Laundry Space
  - Captains Space

- Three bays with roll-up doors front and rear- Apparatus Bay Area = approximately 5,065 square feet

- Gear Extractor Area to be approximately 1,050 square feet and includes the following:
  - Workshop
  - Storage
  - Decon Space
  - Bunker Gear Storage
  - Extractor Room
  - Electrical/Mechanical Room

- The Fire Station façade will include standard face brick, stone and/or masonry.

- Standard windows and doors will be used

- Standard aluminum exterior lettering (excludes bronze, backlit or custom lettering or signage)

- The Fire Station structure may be a mix of load bearing concrete masonry units, metal studs, prefabricated light gauge trusses and/or some steel

- In the event the Town opts to upgrade specifications or increase square footages for the Spiritas Fire Station, over and above the original finish-out level of Little Elm Fire Station #3, the town may do so, however any such overage shall be paid for by the town.

Exhibit F
AMENITY SITES

AMENITY SITE #1
SITE LANDSCAPE
1. STREET TREES AT 1 - 5" CALIPER TREE PER 50 LF OF STREET FRONTAGE
2. ENHANCED LANDSCAPE AREA 15,000 SF
3. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

POOL AREA (PHASE 1)
PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

1.	CABANA	3,200 SF
2.	POOL	5,000 SF
3.	POOL DECK	9,200 SF
4.	KID POOL	1,000 SF
5.	PLAY GROUND	1,200 SF
6.	OPEN PLAY	46,575 SF
7.	POND	2.70 ACRES
8.	8' HKB TRAIL	4,160 SF
9.	6' SIDEWALK	11,550 SF - PERIMETER
10.	PARKING	

91 SPACES PLUS 2 HANDICAP SPACES (93 TOTAL

RESTAURANT / CONVENIENCE STORE (PHASE 3)
PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS OF ISSUANCE OF THE 1500TH BUILDING PERMIT.

1.	REST. / STORE	5,000 SF
2.	OUTDOOR DINING	1,500 SF
3.	RETAIL	5,000 SF
4.	PARKING	

64 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)

AMENITY SITE #2 (PHASE 2)
PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

1.	CABANA	250 SF
2.	POOL	1,600 SF
3.	OPEN PLAY	18,000 SF
4.	POND	0.31 ACRES
5.	6' SIDEWALK	1,025 SF
6.	5' SIDEWALK	2,550 SF
7.	PARKING	

7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)

300 150 0 300 600
1" = 300' - 0"

Spiritas Ranch

OVERALL SITE

STUDIO 13 DESIGN GROUP
Studio 13 Design Group, P.L.L.C.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #BR643

CONCEPT - OVERALL
SHEET 1

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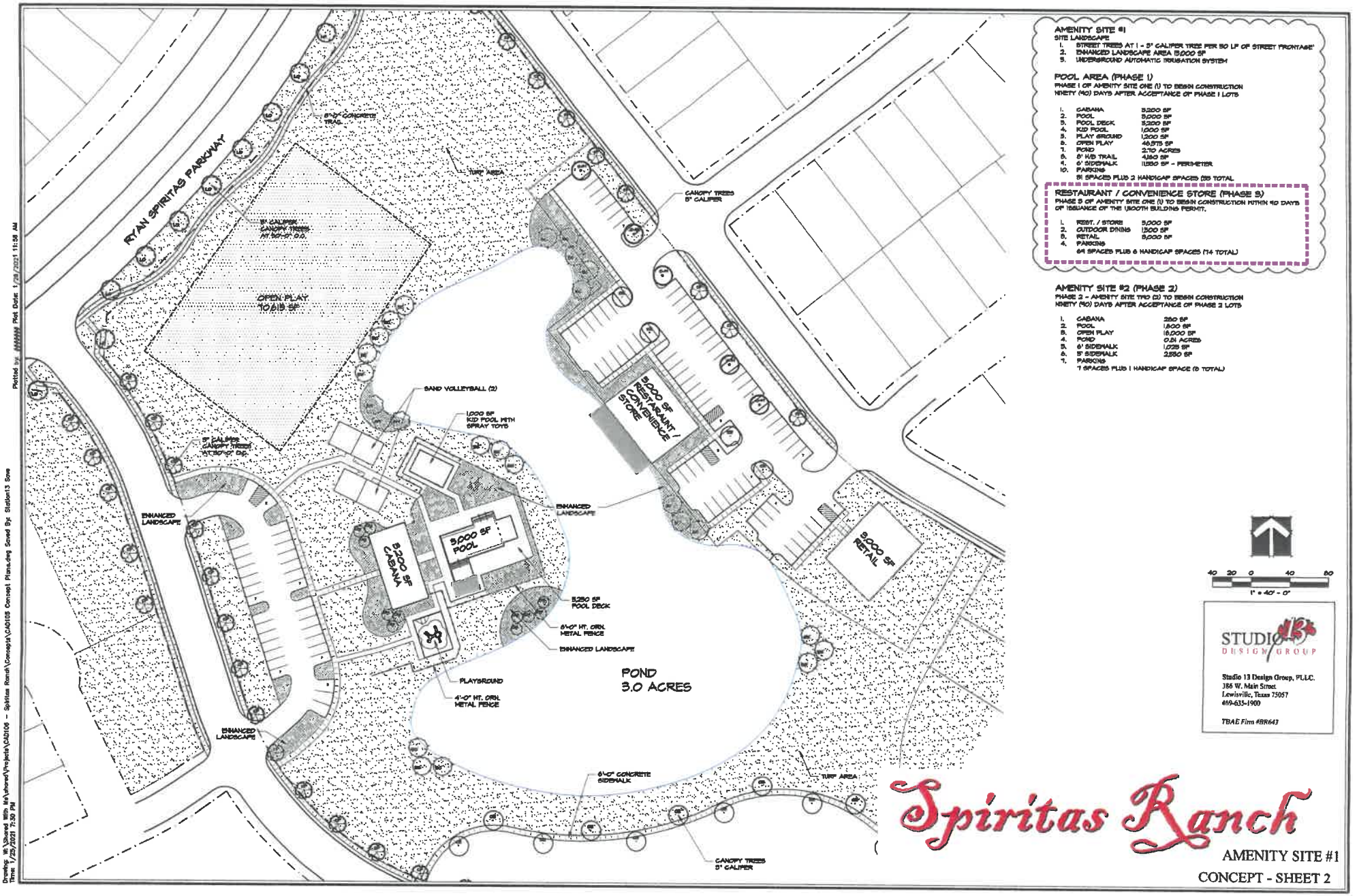

AMENITY SITE #1
SITE LANDSCAPE

1. STREET TREES AT 1 - 3" CALIPER TREE PER 50 LF OF STREET FRONTAGE
2. ENHANCED LANDSCAPE AREA 5,000 SF
3. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

POOL AREA (PHASE 1)
PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

1.	CABANA	5,200 SF
2.	POOL	5,000 SF
3.	POOL DECK	5,250 SF
4.	KID POOL	1,000 SF
5.	PLAY GROUND	1,200 SF
6.	OPEN PLAY	46,575 SF
7.	POND	2.70 ACRES
8.	8' HKE TRAIL	4,180 SF
9.	6' SIDEWALK	11,280 SF - PERIMETER
10.	PARKING	

91 SPACES PLUS 3 HANDICAP SPACES (59 TOTAL

RESTAURANT / CONVENIENCE STORE (PHASE 3)
PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS OF ISSUANCE OF THE BOOTH BUILDING PERMIT.

1.	REST. / STORE	5,000 SF
2.	OUTDOOR DINING	1,500 SF
3.	RETAIL	5,000 SF
4.	PARKING	

64 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)

AMENITY SITE #2 (PHASE 2)
PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

1.	CABANA	250 SF
2.	POOL	1,800 SF
3.	OPEN PLAY	16,000 SF
4.	POND	0.51 ACRES
5.	6' SIDEWALK	1,725 SF
6.	5' SIDEWALK	2,550 SF
7.	PARKING	

7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)

40 20 0 40 80
1" = 40' - 0"

STUDIO 13 DESIGN GROUP
Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #BR643

Spiritas Ranch

AMENITY SITE #1

CONCEPT - SHEET 2

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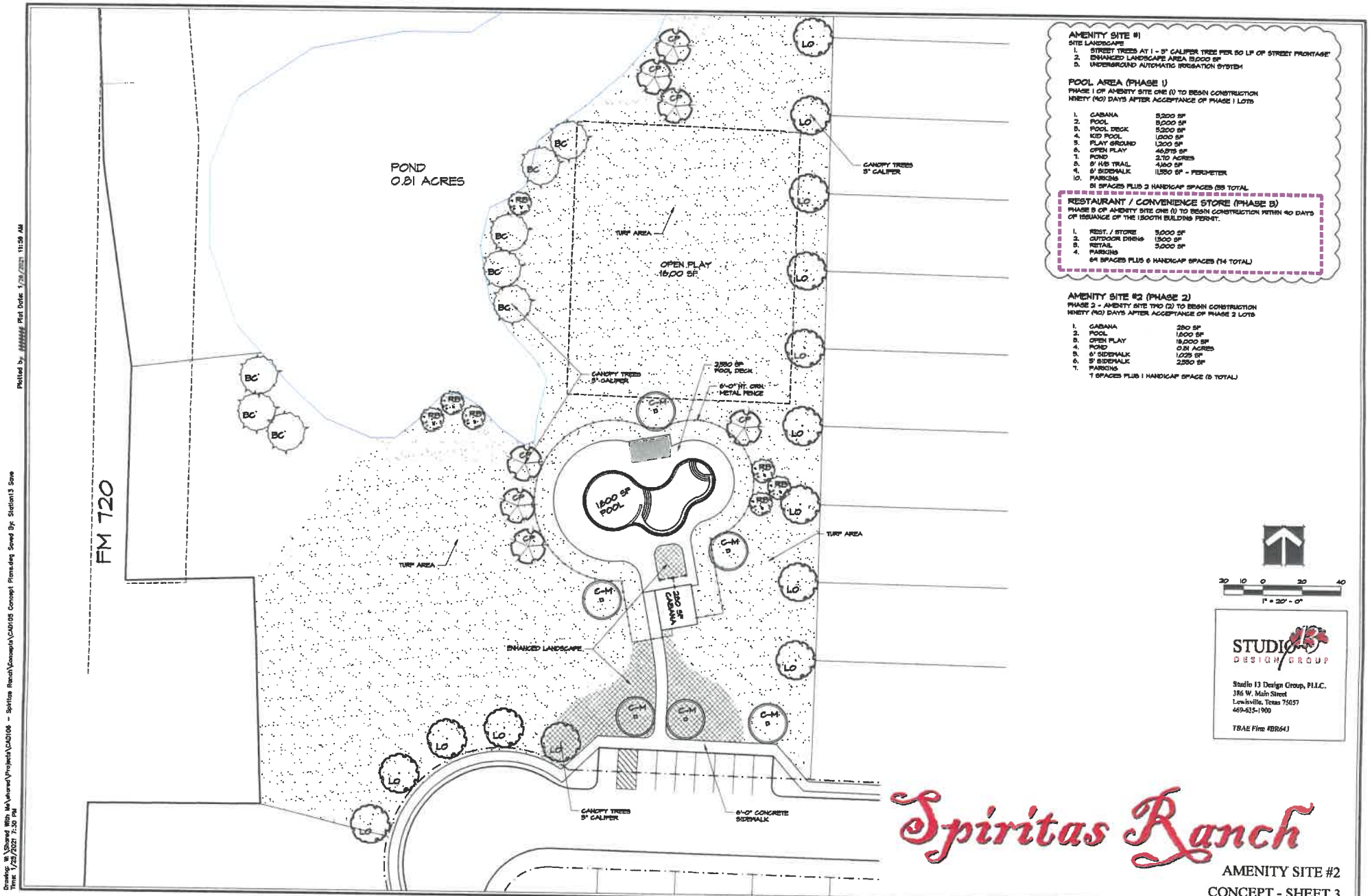

AMENITY SITE #1
SITE LANDSCAPE
1. STREET TREES AT 1 - 3" CALIPER TREE PER 50 LF OF STREET FRONTAGE
2. ENHANCED LANDSCAPE AREA 15,000 SF
3. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

POOL AREA (PHASE 1)
PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

1.	CABANA	3,200 SF
2.	POOL	5,000 SF
3.	POOL DECK	3,200 SF
4.	KID POOL	1,000 SF
5.	PLAY GROUND	1,300 SF
6.	OPEN PLAY	46,275 SF
7.	POND	2.70 ACRES
8.	8' H/B TRAIL	4,160 SF
9.	6' SIDEWALK	11,550 SF - PERIMETER
10.	PARKING	

51 SPACES PLUS 2 HANDICAP SPACES (53 TOTAL)

RESTAURANT / CONVENIENCE STORE (PHASE B)
PHASE B OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS OF ISSUANCE OF THE 1300TH BUILDING PERMIT.

1.	REST. / STORE	5,000 SF
2.	OUTDOOR DINING	1,300 SF
3.	RETAIL	5,000 SF
4.	PARKING	

64 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)

AMENITY SITE #2 (PHASE 2)
PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

1.	CABANA	280 SF
2.	POOL	1,600 SF
3.	OPEN PLAY	18,000 SF
4.	POND	0.81 ACRES
5.	6' SIDEWALK	1,025 SF
6.	5' SIDEWALK	2,550 SF
7.	PARKING	

7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)

20 10 0 20 40
1" = 20'-0"

STUDIO 13 DESIGN GROUP
Studio 13 Design Group, P.L.L.C.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #BR643

Spiritas Ranch

AMENITY SITE #2
CONCEPT - SHEET 3

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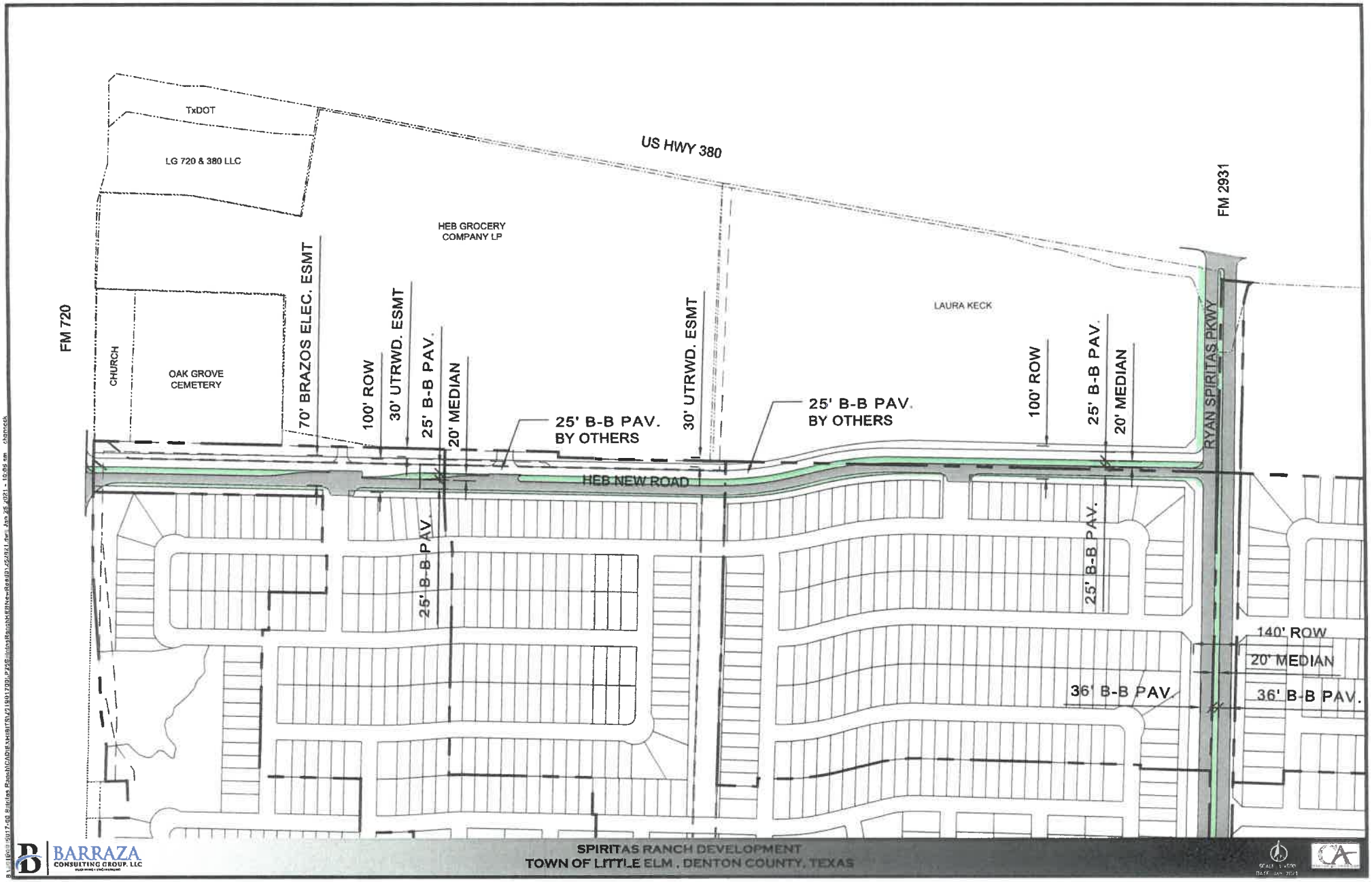
Exhibit G
HEB ROAD



BARRAZA CONSULTING GROUP, LLC

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

Exhibit H
HOME BUYER DISCLOSURE PROGRAM

The PID Administrator (as defined in the Service and Assessment Plan) for the Spiritas Ranch Public Improvement District (the "PID") shall facilitate notice to prospective homebuyers in accordance the following notices. The PID Administrator shall monitor the enforcement of the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the property.

2. Require builders to include notice of the PID in addendum to contract on brightly colored paper.

3. Collect a copy of the addendum signed by each buyer from builders and provide to the Town.

4. Require signage indicating that the property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.

5. Prepare and provide to builders an overview of the PID for those builders to include in each sales packets.

6. Notify builders who estimate monthly ownership costs of the requirement that they must include special taxes in estimated property taxes.

7. Notify settlement companies through the builders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.

8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

9. The Town will include announcements of the PID on the Town's web site.

10. The disclosure program shall be monitored by the Developer and Manager.

Exhibit I
LANDOWNER AGREEMENT

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of _____, between the Town of Little Elm, Texas (the "Town"), a home rule municipality of the State of Texas (the "State"), and _____, a Texas _____ (the "Landowner").

RECITALS:

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the "Landowner Parcel") which is within the Spiritas Ranch Public Improvement District (the "District") in the Town; and

WHEREAS, the Town Council has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an **Exhibit A** to the Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in the District (as identified in the Service and Assessment Plan) that will be pledged for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the Town and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the Town Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are located within the District, all as shown on **Exhibit I,** and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the Town Council in the Service and Assessment Plan and the Assessment Ordinance;

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the PID on the Landowner's Parcel within the District, as shown on the assessment roll attached as Appendix __ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the Town in the same manner that an ad valorem tax lien against real property may be enforced by the Town;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the Town, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the Town and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the Town), in the records of the County Clerk of Denton County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the Town to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Denton County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the Town) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the Town, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the Town's consent, in the Town's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**

.

II.
OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that all of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the Town as constructed and/or conveyed to the Town and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the Town or Landowner, grant and convey to the Town or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner's Parcel to be indemnified and/or

named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Denton County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Improvement Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the Town under the Improvement Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the Town's levy and collection of the Assessments.

III.
COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the Town as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the Town and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Denton County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the Town, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the Town and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the Town or Landowner under this Agreement shall be given by delivering the same in writing to:

To the Town:
Town of Little Elm, Texas
Attn: Matt Mueller
100 W. Eldorado Parkway
Little Elm, Texas 75068

With a copy to:
Brown and Hofmeister, LLP
Attn: Robert Brown
740 E. Campbell Road, Suite 800
Richardson, Texas 75081

To the Landowner:
_____
Attn: _____
_____
_____

With a copy to:
_____
Attn: _____
_____
_____

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the Town and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the Town, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by PID Assessment revenues of the Town or any part thereof to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Denton County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the Town and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Denton County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the Town and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

[Signature pages to follow]

EXECUTED by the Town and Landowner on the respective dates stated below.

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____
Mayor

[Signature Page Landowner Agreement]

[LANDOWNER SIGNATURE BLOCK]

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, as _____ of _____, a _____, on behalf of said entity.

_____
Notary Public, State of _____

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by _____ a Texas _____ (the "Landowner").

RECITALS:

A. The Landowner holds record title to that portion of the real property located in Denton County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").

B. The Town Council of the Town of Little Elm (the "Town Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Spiritas Ranch Public Improvement District (the "District") by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").

C. The Town Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in the District.

D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

(a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

(b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the Town in the same manner as an ad valorem property tax levied against real property that may be enforced by the Town. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the Town is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

(a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;

(b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the Town Council concerning the Assessments;

(c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the Town Council;

(d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the Town's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and

(e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the Town Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the Town. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Denton County, Texas.

4. **Third Party Beneficiary:** The Town is a third party beneficiary to this Declaration and may enforce the terms hereof.

5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014
NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the Town of Little Elm, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the Town of Little Elm, 100 W. Eldorado Parkway, Little Elm, Texas 75068

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

[Signature Page to Follow]

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

_____
a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the __ day of _____, 20___, by _____ in his capacity as _____ of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the _____ of _____.

_____
Notary Public, State of Texas

My Commission Expires:

_____

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the _____ Public Improvement District and the Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer's contract.

2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the Town.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the Town, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

Exhibit J
CERTIFICATION FOR PAYMENT FORM

The undersigned is an agent for _____, LLC (the "Developer") and requests payment from the _____ of the Project Fund (as defined in the Indenture) from the Town of Little Elm, Texas (the "Town") or Trustee (as defined in the Indenture) in the amount of $_____ for costs incurred in the establishment, administration, and operation of the _____ Public Improvement District (the "District") and for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements related to the District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture.

In connection to the above referenced payment, the Developer represents and warrants to the Town as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this payment request form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the Town or, if previously requested, no disbursement was made with respect thereto.

3. The amount listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvement(s); and such costs: (i) are in compliance with the Bond Indenture; and (ii) are consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.

6. The work with respect to the Authorized Improvement(s) referenced below (or their completed segment, section or portion thereof) has been completed and the Town may begin inspection of the Authorized Improvement(s).

7. The Developer agrees to cooperate with the Town in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the Town to complete said review.

Payments requested are as follows:

a. X amount to Person or Account Y for Z goods or services.
b. Etc.

As required by the Indenture, the Actual Costs for the Authorized Improvement(s) shall be paid as follows:

Authorized Improvement:	Amount to be paid from the Project Fund	Total Cost of Authorized Improvement

Attached hereto, are receipts, purchase orders, Change Orders, and similar instruments which support and validate the above requested payments.

Pursuant to the _____ Development Agreement, after receiving this payment request, the Town is authorized to inspect the Authorized Improvement (or completed, section or portion thereof segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

_____, **LLC,**

_____

_____

APPROVAL OF REQUEST BY TOWN

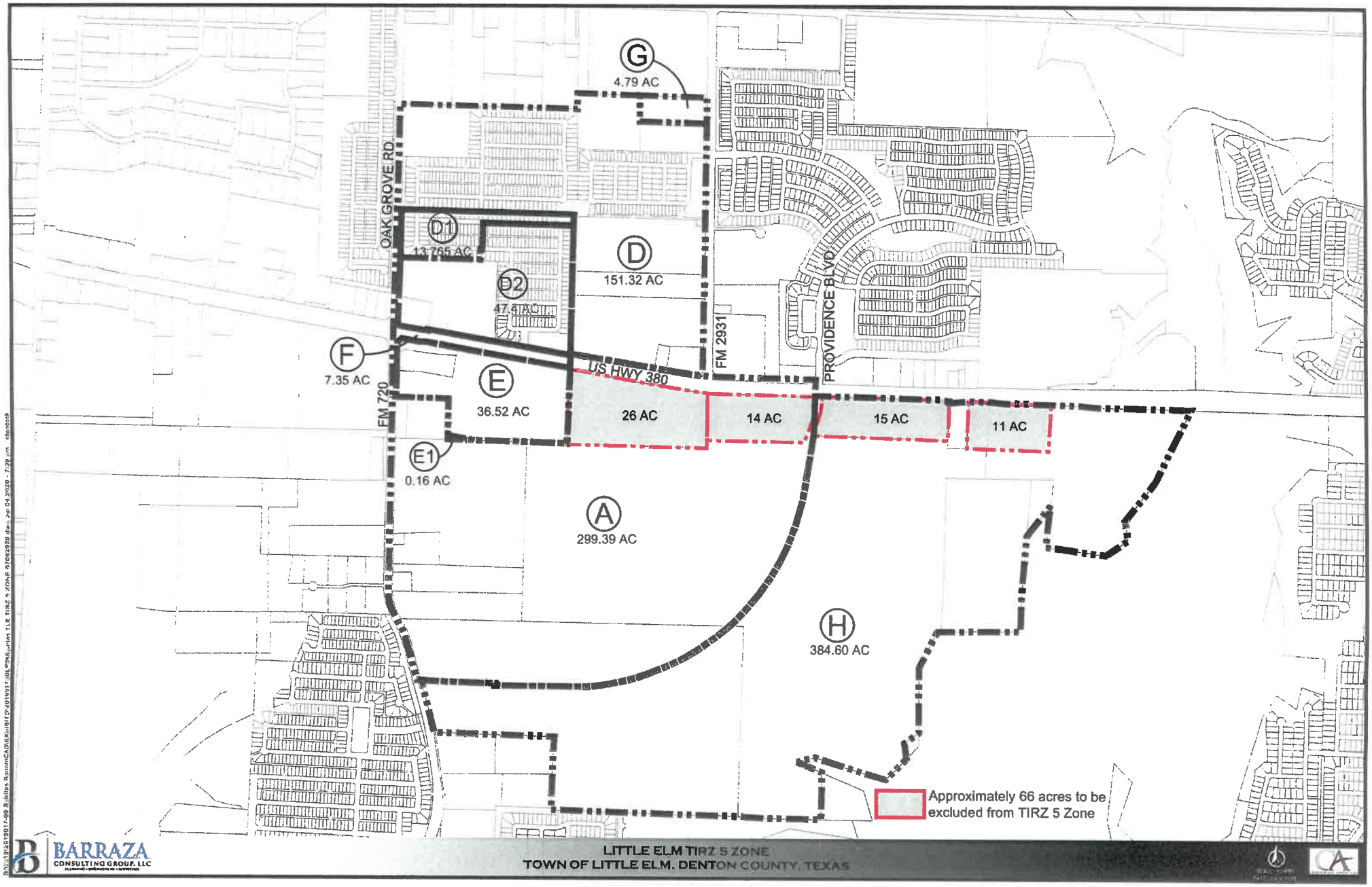
The undersigned is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the Certification for Payment is approved and the Trustee is directed to disburse the requested payments from the _____ Account of the Project Fund, in accordance with the Certification for Payment. The Town's approval of the Certification for Payment shall not have the effect of estopping or preventing the undersigned from asserting claims under the Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Authorized Improvement.

TOWN OF LITTLE ELM, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Exhibit K

PROPERTY TO BE EXCLUDED FROM THE TIRZ


G
4.79 AC
OAK GROVE RD
D1
13.765 AC
D
151.32 AC
D2
47.41 AC
F
7.35 AC
E
36.52 AC
FM 720
US HWY 380
FM 2931
PROVIDENCE BLVD
26 AC
14 AC
15 AC
11 AC
E1
0.16 AC
A
299.39 AC
H
384.60 AC
Approximately 66 acres to be excluded from TIRZ 5 Zone
BARRAZA
CONSULTING GROUP, LLC
LITTLE ELM TIRZ 5 ZONE
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

MIKLOS | CINCLAIR
ATTORNEYS & COUNSELORS

June 2, 2020

Mr. Matt Mueller
Town Manager
Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068

Re: Development of Spiritas Ranch Property (as defined below).

MEMORANDUM OF UNDERSTANDING

Dear Mr. Mueller:

Miklos Cinclair, PLLC represents Centurion American Development Group and its affiliates or related entities (the "Developer") in the development of approximately 524 acres of property (the "Spiritas Ranch Property" or the "Development") of which, approximately 224 acres are wholly located in the town limits of the Town of Little Elm (the "Town") and approximately 300 acres are located in the extraterritorial jurisdiction of the Town. As you are aware, a portion of the Spiritas Ranch Property is located within Tax Increment Reinvestment Zone No. 5 of the Town ("TIRZ No. 5") and is subject to existing TIRZ No. 5 incentive agreements (the "Incentive Agreements").

The Developer is under contract to purchase the Spiritas Ranch Property, and upon closing on the Spiritas Ranch Property, the Developer intends to develop the Spiritas Ranch Property as a master planned community consisting of approximately 2115 single-family homes as shown on the concept plan (the "Concept Plan") attached hereto as **Exhibit A**. This Memorandum of Understanding outlines the Developer's assumptions and proposed deal standards that are required to move forward with development of the Spiritas Ranch Property. If the Town Council of the Town, at its sole discretion, determines that one or more of the below listed items is sufficiently beneficial, desirable and feasible for the Town to pursue, then—solely as relates to those specific items—the Town will make reasonable efforts to negotiate a version of such items suitable to the Town:

I. Development Standards

a. General:

i. The developer and Town will agree on a trail plan, parks and open space plan and the timing of those improvements.

ii. The developer and Town will agree on the timing of all improvements including, all roads, utilities, parks, trails, sidewalks, public facilities, amenity centers and other improvements.

iii. The developer and Town will agree on a subdivision layout that will include the following, however this list is not all inclusive:
   a. School site

b. Two amenity sites
c. Fire Station site
d. Parks and Open spaces
e. Trails
f. Entryways and signage

iv. The Town and developer will work together on the right of way dedications and any easements for the HEB roadway (2 lane) and FM 2931 (4 lane) per the subdivision ordinance and zoning ordinance.

b. Home Sizes (SF): (Proposed 2,100 lots)

i. 40' foot lots: 10% of the lots can range from 1,500 – 1,800 in size
ii. 50' foot lots: 10% of the lots can range from 1,800 – 2000 in size
iii. 60' foot lots: 2,000 minimum

c. Development Standards:

i. Town and developer will agree to a 6-foot cedar board on board fencing with a cap on all sides of the lots.
ii. Town and developer will agree to provide decorative driveway paving on all lots.
iii. Town and developer will agree to not repeat elevations every four (4) lots.
iv. Town and developer will agree on a masonry standard that includes all one story, and 1st story must be 100% masonry (brick and stone) and 2 story must have a total of 85% masonry with no one side having more than 50% of a different material other than masonry.
v. Town and developer will agree on garage door details and the elements within the PD, except that garage doors shall not be required to have reveals or textures or be recessed from the garage face.
vi. The Town and developer will agree on a list of design elements, or gifts to the street for each house that will include but not limited to, porches, arches, lighting, gateways, columns, doors, decorative hardware and other articulation elements, etc.
vii. Town and developer agree to follow the 2018 Building Codes and 2017 NEC codes as amended.
viii. Town and developer will agree that nothing this is not covered in the developer's agreement or PD will follow the Subdivision and Zoning Ordinance as amended.

This list in the MOU is not inclusive and many more details will need to be worked out during the developer/PD agreement later in the process.

II. Developer's Assumptions:

a. Buildout is estimated to reach approximately $630M on a linear no escalation basis.

b. Total base cost (including land costs and development costs) is approximately $139M.

III. Developer's Proposed Deal Standards:

a. The Town will approve:
   i. a revised Tirz No. 5 Agreement.
   ii. and approve a LGC Section 212.172 Development Agreement related to the Spiritas Tract.

b. The Town will approve:
   i. The Creation of a Public Improvement District ("PID") over the Spiritas Ranch Property or such property as petitioned to the Town by the Developer.
   ii. Levy the Spiritas CADG PID Zone over time in Phases up to a Maximum Levy of $65M and a Minimum of $51M based on Developers Requested Levy Amount.
      1. Minimum PID levy net funding of $0.71/$100 equivalent; and
      2. Minimum of $36M net funds for the Developer.
   iii. PID financing.
      1. in Phases.
         OR
      2. allow for Third Party Financing of the PID and Tirz Revenues.

c. Assignment of TIRZ No. 5 revenue stream to third party:
   i. The Developer will effect a finance with a third-party finance mechanism to fund the below parties by the end of FY 2020 and the Town to allow assignment of TIRZ No. 5 revenue stream for monetization of such revenue stream for two fundings (anticipated FY2020 and FY2030) to be distributed as follows and as provided in the Incentive Agreements:
      1. FY2020 funding:
         a. Little Elm EDC - $1.5M.
         b. Parker Corporation - $9.5M.
         c. Provident 2931 - $500K - $1.5M; and
         d. CADG Lincoln Park, LLC – Target is $13.5M.
      2. FY2030 funding:
         a. CADG Lincoln Park, LLC – $13.5M less the amount paid to CADG Lincoln Park, LLC at the FY2020 funding; and
         b. The Developer - $24.5M

d. Amendments to TIRZ No. 5:
   i. Town agrees to amend the TIRZ No. 5 creation ordinance, project and financing plan, Incentive Agreements, and any other town agreements necessary to provide for the following:
      1. Amend the TIRZ No. 5 boundaries by doing the following:
         a. Remove the Keck Tract and the 16-acre Spiritas Ranch Enterprises Tract; and
         b. Add the portion of the Spiritas Ranch Property in the extraterritorial jurisdiction of the Town.

2. Revise property tax increment, duration, and maximum grant as follows:
    a. Increment – increased to 50%.
    b. Maximum Contribution - $184M
    c. Duration of TIRZ No. 5 – terminates upon the earlier of the following:
        i. Maximum Contribution achieved; or
        ii. FY2060
    d. CADG shall cause the following parties to made whole in a Finance Transaction in FY2020 as follows:
        i. Little Elm EDC - $1.5M
        ii. Parker Corporation - $9.5M
        iii. Provident 2931 - $500K to $1.5M depending on Prove Up of Costs
        iv. The Remaining of Tirz Grant is available for CADG Use over the Duration of the TIRZ.

e. 212 Development Agreement:
    i. The Developer and the Town agrees to enter into a Chapter 212 (Texas Local Government Code) development agreement related to the Development, which if approved by the city council, will include the following items:
        1. PID financing.
            a. Minimum PID levy net funding of $0.71/$100 equivalent.
            b. Minimum of $36M net funds for the Developer.
            c. Phase one and major improvements bonds expected to be issued in year 2020.
        2. TIRZ financing (details provided above in Section III.d).
        3. Spiritas Ranch Property ETJ portion to be annexed into the town limits, and de-annexed from the water district.
        4. The Spiritas Ranch Property is to be zoned consistent with the Concept Plan;
        5. The Development is to be constructed consistent with the following:
            a. The Concept Plan and the Development Standards agreed upon by the parties.
            b. The Town's zoning standards and subdivision ordinance, in effect on the effective date of the 212 development agreement, so long as such zoning standards and subdivision ordinance does not conflict with the Development Standards (in the event of a conflict, the Development Standards shall control); and
            c. The 2018 Building codes and 2017 NEC codes (as amended); and
        6. The Additional Commitments provided in Section VI below.

f. Voter Director Lot
    i. To provide a Director Lot Ownership for the MUD, the parties further agree as follows:
        1. To remove or otherwise exclude the Property from the current MUD District.

2. Petition for Annexation of the CADG Spiritas Property into the Town.
3. There must be between 1 to 3.6 acres retained in the MUD and not included in the Annexation to the Town to ensure that the MUD shall have Director Lot Ownership within the MUD.
4. The Town shall approve a One-Acre Plat that will be located generally on the alignment of a future roadway and contains the current voter mobile home.

IV. Additional Commitments of the Town and Developer (the "Additional Commitments"):

a. The Town shall impose a "Capital Recovery Fee" of $2,750 per lot and shall collect it from the builders at the time of issuance of each building permit.
   i. $2,750 * 2,100 lots = $5,775,000 collected over the buildout of the project.
   ii. The Town shall place such funds collected in a segregated account (the "Segregated Account") for the purpose of constructing the "Fire Station EMS Center".

b. The Developer shall commit to construct the Fire Station EMS Center, which concept is similar to the Town Fire Station #3;
   i. Construction shall begin when the 1250th building permit is processed.
   ii. The Developer will be able to "draw" on funds from the Segregated Account in order to construct the Fire Station EMS Center.
   iii. The Developer is responsible for all costs associated with the construction of the Fire Station EMS Center based on the agreed scope provided in the 212 development agreement.

c. The Town shall waive any park fees and roadway impact fees attributable to the Development.

d. FM 2931 (Ryan Spiritas Parkway) shall be a four-lane divided roadway as shown on the Concept Plan attached hereto: and shall be constructed by Developer.
   i. The Town and the Developer shall seek county assistance in the finance of FM 2931.
      a. The Developer is seeking, from the county, the cost of two of the lanes in some form of payment or reimbursement.
   ii. The Developer agrees to construct two lanes of FM 2931 from FM 720 to US 380 in phase one of Development, with the first two lanes of FM 2931 to FM 720 being constructed in phase one of Development and the two remaining lanes to begin construction at the 1,000 building permit;
   iii. The Town agrees to pursue any offsite easements needed for construction of FM 2931.
   iv. The Developer will only be responsible for providing rights-of-way necessary for FM 2931 as it relates directly to property owned by the Developer.
   v. In the event that Developer cannot acquire all needed real property interests for the public improvements required by this MOU, the Town agrees to exercise its powers of eminent domain to acquire the required property

interests with Developer being responsible for the payment of all costs of the condemnation process and the acquisition of the needed property interests.

e. HEB Road – East/West Roadway
   i. The Developer agrees to construct 25-feet of pavement of the four-lane divided roadway as shown on **Exhibit B** attached hereto.
   ii. The Town agrees to pursue any offsite easements needed for construction of the HEB Road.
   iii. The Developer will only be responsible for providing right-of-ways necessary for the HEB Road as it relates directly to property owned by the Developer.
   iv. The turn lanes will be designed to perform turns to access the HEB Commercial Property.

f. Amenity Center Sites – The Developer is to construct or cause the construction of two amenity center sites, in a phased manner.
   i. Phase #1 – construction of amenity site one to begin ninety (90) days after acceptance of the Phase #1 lots.
   ii. Phase #2 – construction of amenity site two to begin ninety (90) days after acceptance of the Phase #2 lots.
   iii. Phase #3 – construction of restaurant/convenience store, within amenity site one, to begin within ninety (90) days of issuance of the 1,500th building permit; and

g. Parks, Trails, and Open Space – The Developer is to provide parks and open space.

Notwithstanding any provision of this Memorandum of Understanding, it is expressly understood and agreed by the Town and the Developer that this Memorandum of Understanding does not obligate the Town or the Developer to undertake any act, refrain from taking any act, or otherwise bind the Town or the Developer in any manner.

AGREED TO BY THE DEVELOPER:

Mehrdad Moayedi

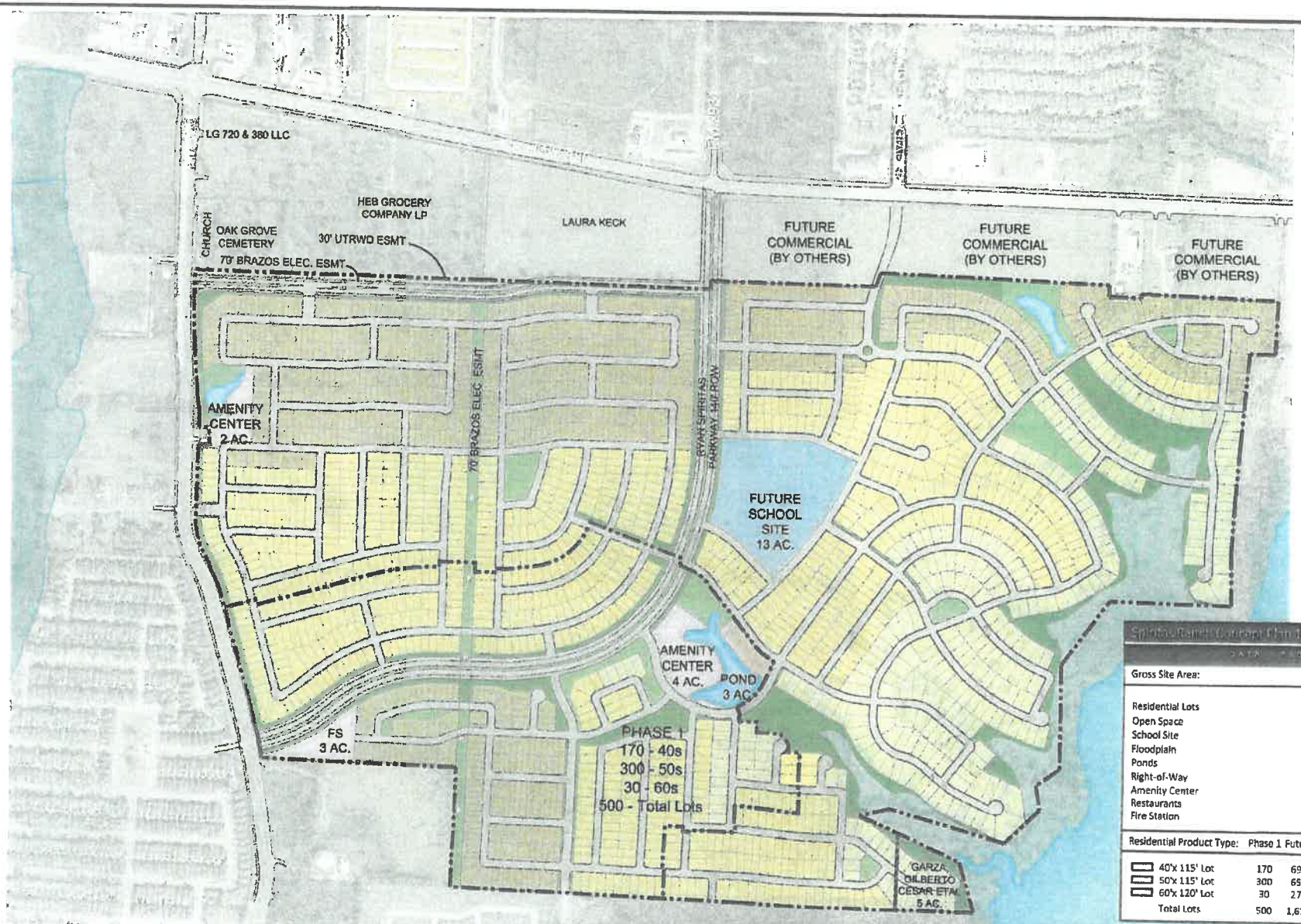
Date: 6/4/20

AGREED TO BY THE TOWN:

Matt Mueller, Town Manager
Town of Little Elm, Texas

Date: 6/2/20

Exhibit A
Concept Plan



Spiritas Ranch Concept Plan 15

DATA TABLE

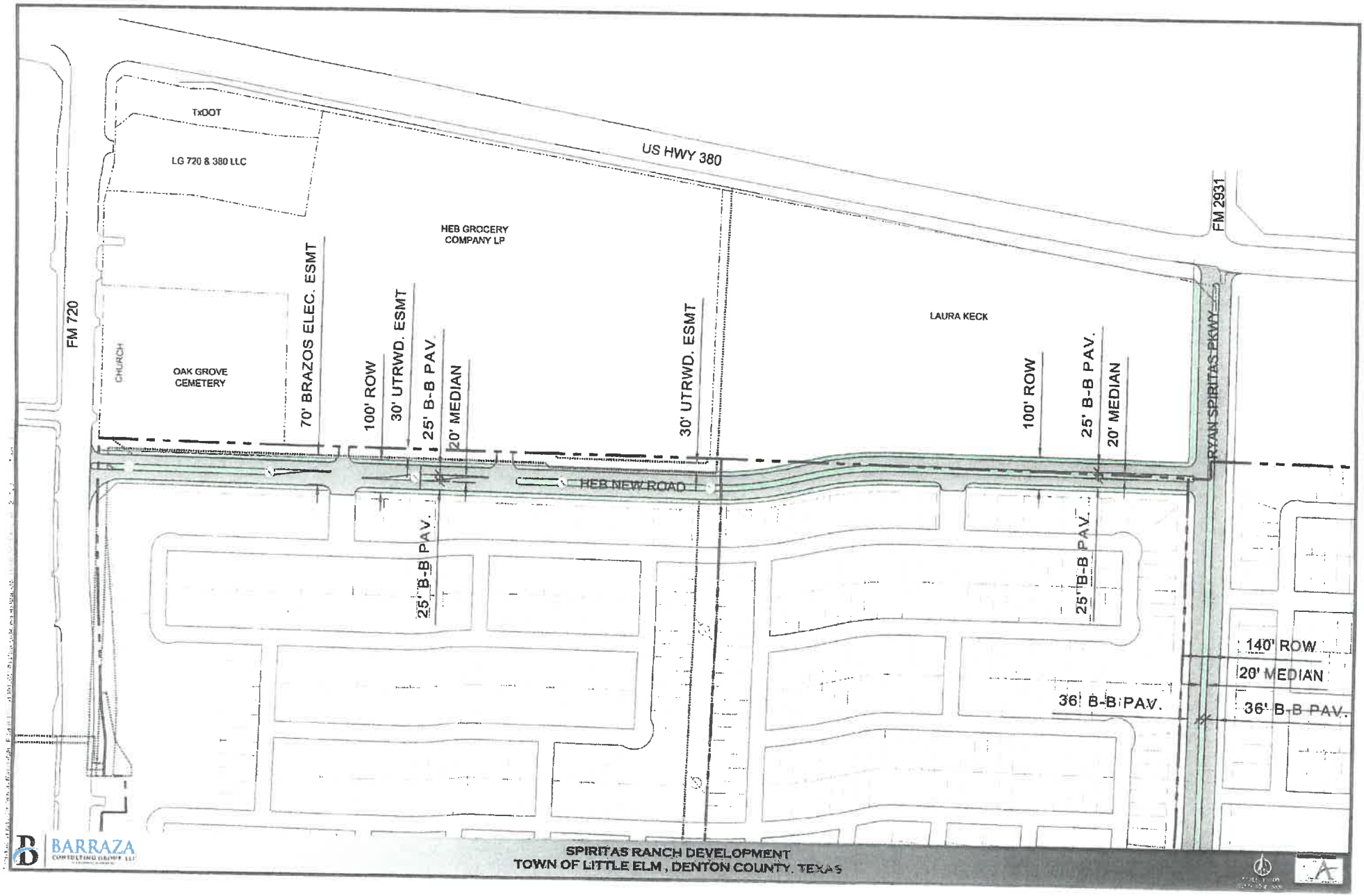
Gross Site Area:		549+/-
	Acres	Gross %
Residential Lots	423	77%
Open Space	60	12%
School Site	13	2%
Floodplain	16	3%
Ponds	5	1%
Right-of-Way	17	3%
Amenity Center	6	1%
Restaurants	1	0.5%
Fire Station	3	0.5%

Residential Product Type:	Phase 1	Future	Total	Density
40'x 115' Lot	170	691	861	
50'x 115' Lot	300	654	954	
60'x 120' Lot	30	270	300	
Total Lots	500	1,615	2,115	4.3:1

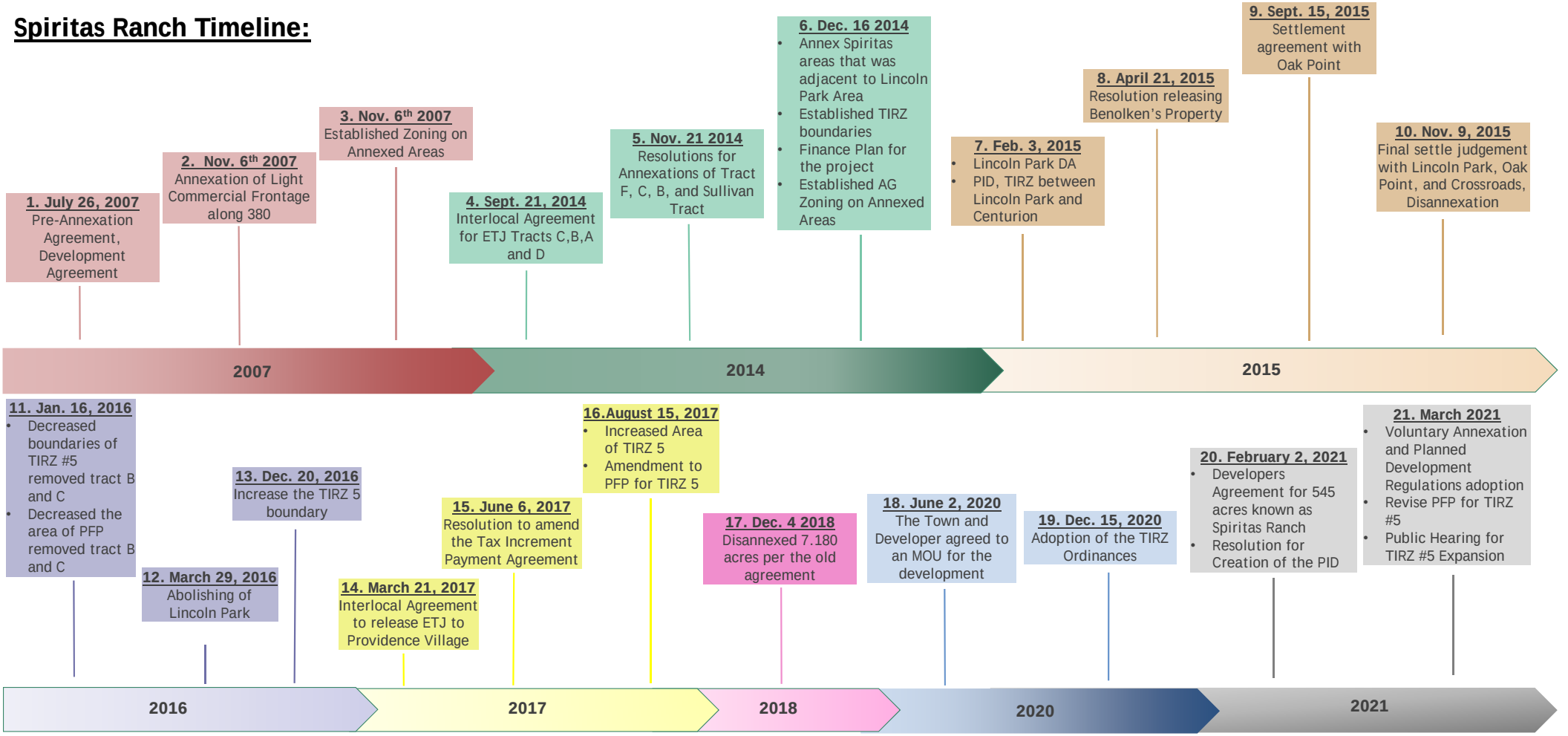
BARRAZA CONSULTING GROUP, LLC

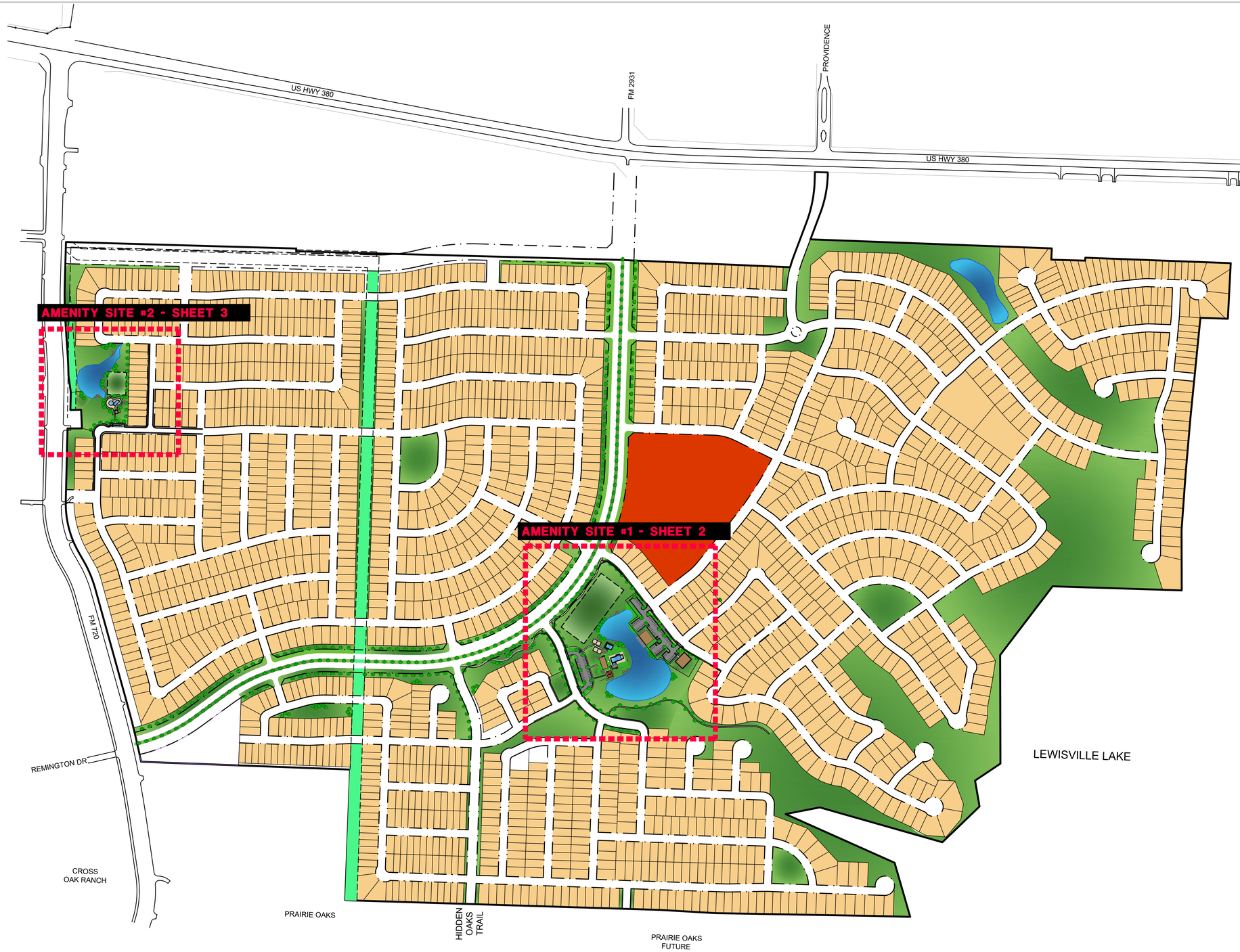
SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

Exhibit B
HEB Roadway


US HWY 380
FM 2931
FM 720
TxDOT
LG 720 & 380 LLC
HEB GROCERY COMPANY LP
LAURA KECK
CHURCH
OAK GROVE CEMETERY
70' BRAZOS ELEC. ESMT
100' ROW
30' UTRWD. ESMT
25' B-B PAV.
20' MEDIAN
30' UTRWD. ESMT
100' ROW
25' B-B PAV.
20' MEDIAN
RYAN SPIRITAS PKWY
HEB NEW ROAD
25' B-B PAV.
25' B-B PAV.
140' ROW
20' MEDIAN
36' B-B PAV.
36' B-B PAV.
BARRAZA
SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

Spiritas Ranch Timeline:





AMENITY SITE #1

SITE LANDSCAPE

1. STREET TREES AT 1 - 3" CALIPER TREE PER 50 LF OF STREET FRONTAGE'
2. ENHANCED LANDSCAPE AREA 15,000 SF
3. UNDERGROUND AUTOMATIC IRRIGATION SYSTEM

POOL AREA (PHASE 1)

PHASE 1 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 1 LOTS

1.	CABANA	3,200 SF
2.	POOL	3,000 SF
3.	POOL DECK	5,200 SF
4.	KID POOL	1,000 SF
5.	PLAY GROUND	1,200 SF
6.	OPEN PLAY	46,375 SF
7.	POND	2.70 ACRES
8.	8' H/B TRAIL	4,160 SF
9.	6' SIDEWALK	11,550 SF - PERIMETER
10.	PARKING	
	31 SPACES PLUS 2 HANDICAP SPACES (35 TOTAL	

RESTAURANT / CONVENIENCE STORE (PHASE 3)

PHASE 3 OF AMENITY SITE ONE (1) TO BEGIN CONSTRUCTION WITHIN 90 DAYS OF ISSUANCE OF THE 1,500TH BUILDING PERMIT.

1.	REST. / STORE	5,000 SF
2.	OUTDOOR DINING	1,500 SF
3.	RETAIL	3,000 SF
4.	PARKING	
	69 SPACES PLUS 6 HANDICAP SPACES (74 TOTAL)	

AMENITY SITE #2 (PHASE 2)

PHASE 2 - AMENITY SITE TWO (2) TO BEGIN CONSTRUCTION
NINETY (90) DAYS AFTER ACCEPTANCE OF PHASE 2 LOTS

1.	CABANA	280 SF
2.	POOL	1,600 SF
3.	OPEN PLAY	16,000 SF
4.	POND	0.81 ACRES
5.	6' SIDEWALK	1,025 SF
6.	5' SIDEWALK	2,550 SF
7.	PARKING	
	7 SPACES PLUS 1 HANDICAP SPACE (8 TOTAL)	

300 150 0 300 600
1" = 300' - 0"

Spiritas Ranch

OVERALL SITE

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900

TBAE Firm #BR643

CONCEPT - OVERALL
SHEET 1

Plotted by: ####### Plot Date: 1/27/2021 11:41 AM
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Save Time: 1/27/2021 8:51 AM

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40 20 0 40 80

1" = 40' - 0"

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900

TBAE Firm #BR643

Spiritas Ranch

AMENITY SITE #1

CONCEPT - SHEET 2

Plotted by: ####### Plot Date: 1/27/2021 11:42 AM

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Save Time: 1/27/2021 8:51 AM

AMENITY SITE #1

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20 10 0 20 40

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386 W. Main Street
Lewisville, Texas 75057
469-635-1900

TBAE Firm #BR643

Spiritas Ranch

AMENITY SITE #2

CONCEPT - SHEET 3

Plotted by: ###### Plot Date: 1/27/2021 11:42 AM

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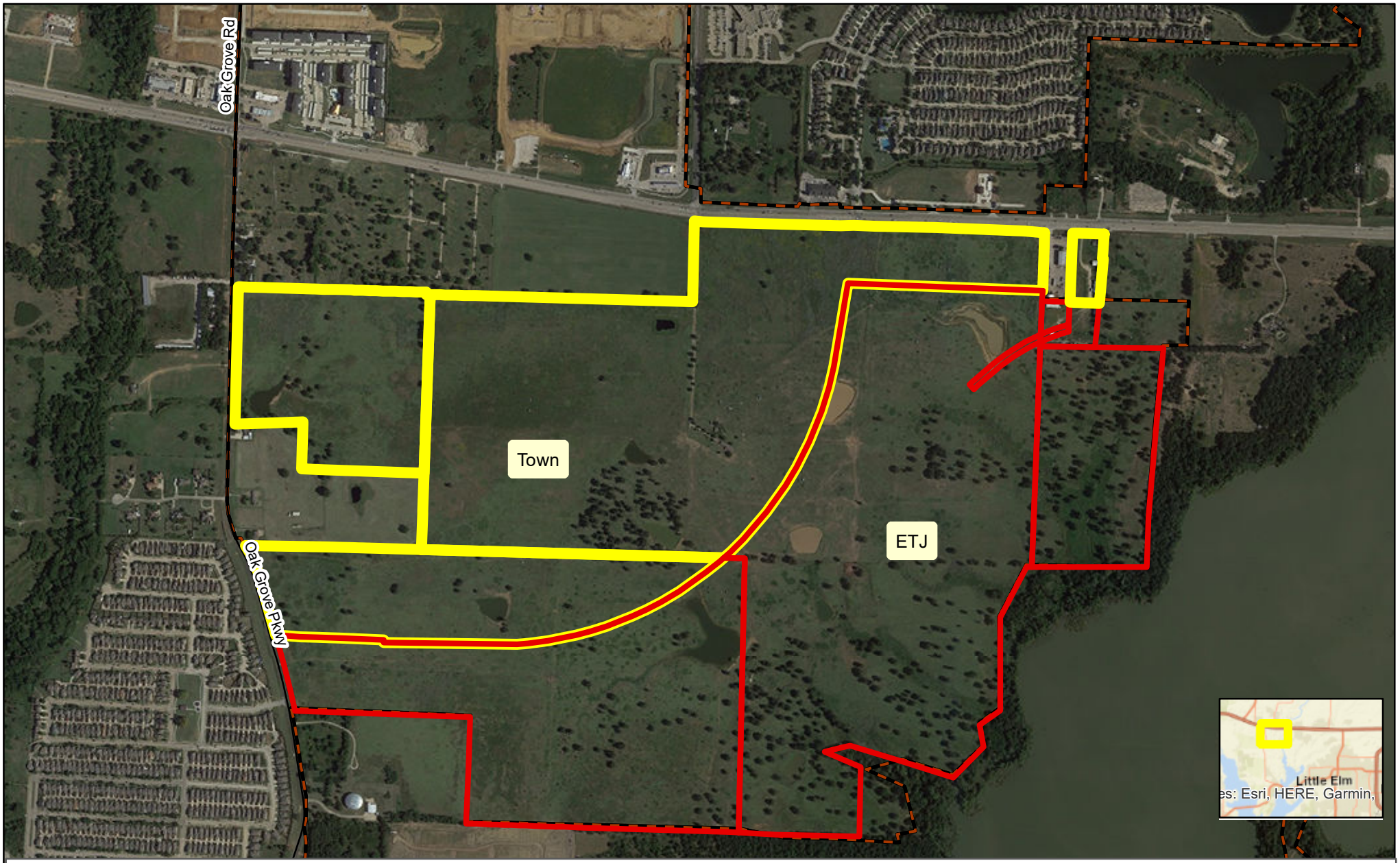

LITTLE ELM

Spiritas Properties Exhibit

Town of Little Elm
Denton County, Tx
Date: 1/27/2021

0 0.125 0.25 Miles

N

Legend

Exhibit Areas

- Spiritas ETJ
- Spiritas Town
- Town Limits

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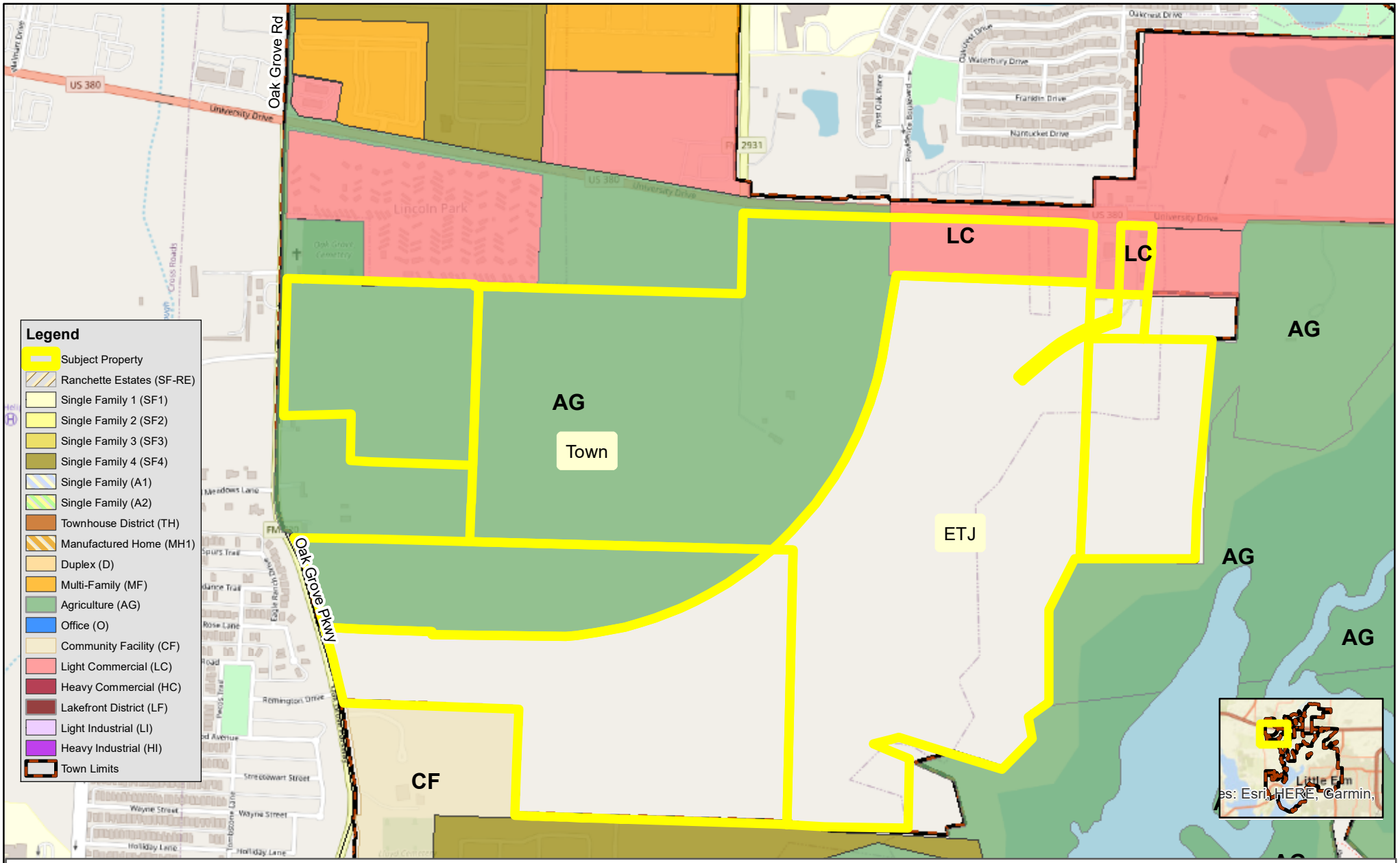
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



LITTLE ELM

Spiritas Zoning Exhibit

Location Map

Town of Little Elm
Denton County, Tx
Date: 1/27/2021

0 0.125 0.25 Miles

N

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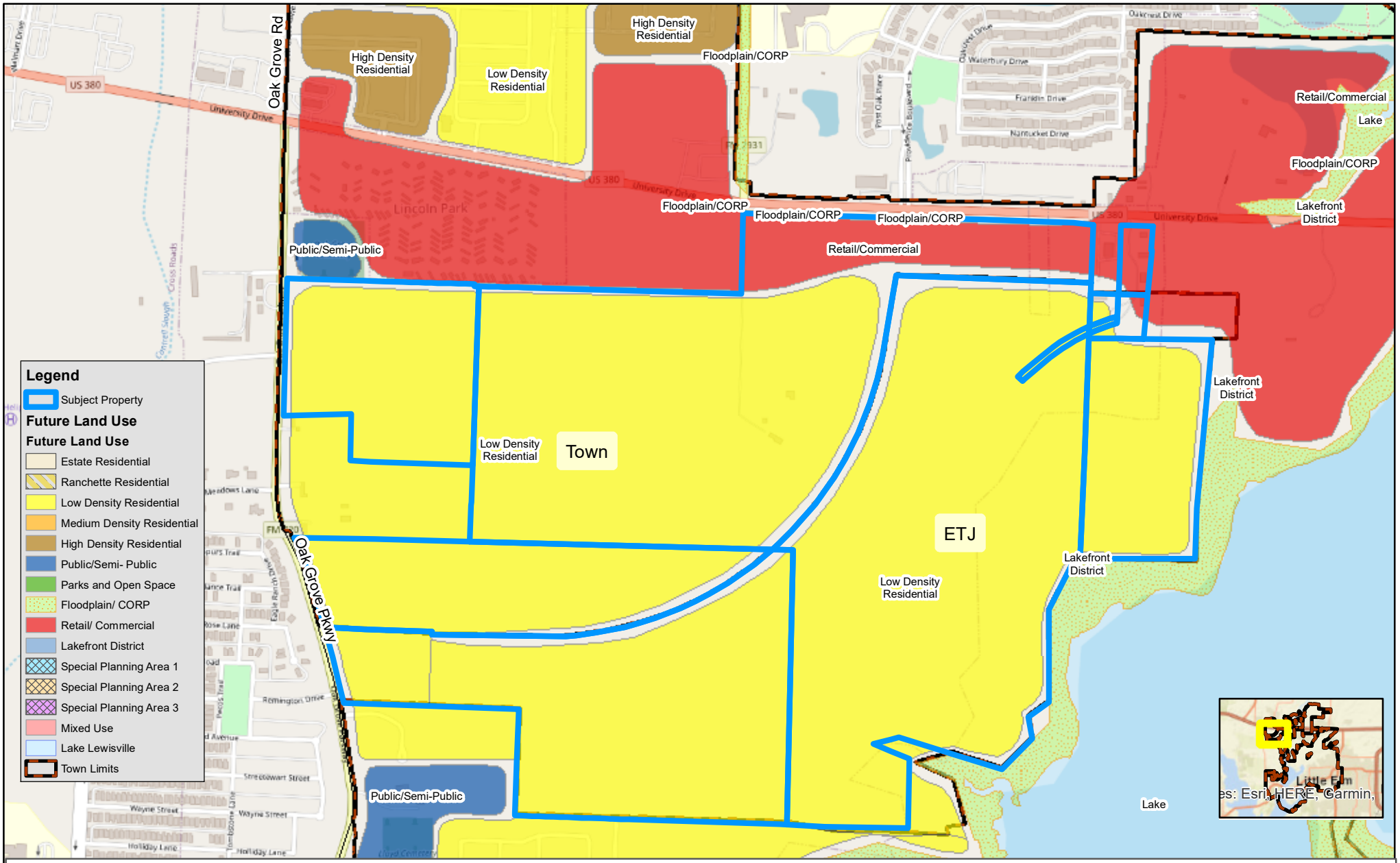

Spiritas Future Land Use Exhibit

Location Map

LITTLE ELM

Town of Little Elm
Denton County, Tx
Date: 1/27/2021

0 0.125 0.25 Miles

N

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Town Council Meeting

Date:	02/02/2021
Agenda Item #:	8. D.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on the **6th Amendment to the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement, and Tax Increment Reinvestment Zone Agreement.**

DESCRIPTION:

The Valencia Subdivision was approved back in 2014 that included a developers agreement and Planned Development that covered development standards and other elements related to Valencia. Since then, there has been 5 amendments to the agreement that our summarized below.

Timeline of Amendments:

September 16, 2014 (First Amendment):

Revised the Type 4 (40's) lots

- 20' minimum front yards were reduced to 10' minimum.
- 20' minimum rear yards were reduced to 10' minimum.
    - These front and rear yard reductions allowed for a 30' x 75' building pad.

June 2, 2015 (Second Amendment):

Revised the Type 2 (80's) and Type 3 (60's) and

- 20' minimum rear yards were reduced to 15' minimum.

Added "Gifts to the Street" Please see the list below of the Gifts to the Street:

- Architectural garage doors
- Architectural pillars and posts
- Bay Window
- Brick chimney on exterior wall (front of house)
- Cast stone accents
- Covered front porches

- Cupolas or turrets
- Dormers
- Gables
- Garages door not facing street
- Roof accent upgrades (i.e. metal, tile, slate, etc.)
- Recessed entries, a minimum of three (3) feet deep
- Greater than an 8:12 primary roof pitch
- Separate transom windows
- Variable roof pitch
- Shutters
    - Type 1,2,3, and 5 lots shall have at least four of the listed Gifts to the Street.
    - Type 4 lots shall have at least five (5) of the listed Gifts to the Street.
- Remove the tile/masonry roof requirement from Type 4 (40's) lots.
- Increased the trail width from eight feet (8') to ten feet (10').
- Increased the trail concrete thickness from four inches (4") to six inches (6").
- Increased the trail subgrade from two inches (2") of bedding sand to six inches (6") of compacted subgrade.
- Added terms and conditions under which the developer would be able to utilize/contribute proceeds from a proposed TXDOT trial grant.
- Nine (9) parking locations identified for potential parking area. Developer is required to construct a minimum of three (3) parking areas with a minimum of three (3) parking stalls at each parking area.

February 16, 2016 (Third Amendment):

Reduced garage requirements of Type 2 (80's) lots

- Prior to the revision, garages on 80' lots could not face the street unless they were set back 30' from front of the home. The revision makes the garage requirements on the 80's mirror that of the 60' lots.

August 2, 2016 (Fourth Amendment):

Significant revisions were made to lot types via Concept Plan.

- Added the construction of the Amenity Center
- Revised several development standards that included:
    - Increased lot coverage for the 40's from 55% to 57%.
    - Added 50' lots for Patio Homes
    - Added 70's to the plan with a minimum of 154.
    - Added the requirement to plant at least one (1) ornamental tree per lot.
    - Added the new lots to provide Gifts to the Street.
    - Added that all garage doors and front doors in Phase 2, 3,4 and 5 (excluding Type 4 and Type 5 lots) must consist of, or have the appearance of stained wood.
    - Added that all front yards shall be irrigated with an automated system.
- Revised the trail path exhibit to provide the new alignment.

August 15, 2017 (Fifth Amendment):

- Amended the whereas clause that dealt with the PID issue and TIRZ language.
- Added the section pertaining the amenity center by providing deadlines and penalties for the construction.

Proposed Development Agreement Amendment Details (Sixth Amendment):

Below is a summary of the proposed amendment to the Developers Agreement. All these items

will be followed up with an amendment to the Planned Development that is currently in place within 60 days of execution of the Developers Agreement. The Developer conducted a meeting with the HOA on January 21, 2021 and received some favorable feedback with the items that are being requested.

Rockhill Parkway and 8' sidewalk completion: (See Exhibit D and J)

- If the amendment is approved by Town Council, as a condition of the Town's acceptance of the next phase of development (Phase 2B-2-4A0, the Developer will be required to construct the remaining portion of Rockhill Parkway, in its entirety.
- Final two lanes of Rockhill Parkway will be completed which will include streetlights and median some landscaping.
- Eight-foot (8') sidewalk along the entire length of Rockhill Parkway, from Riola Drive to Casinos Drive will be constructed.
- The Temporary trail there today will remain until the sidewalk is completed.
- A $500 per day penalty clause is within the agreement.

Parks and Open Space: (See Exhibit E, E-2, I, and K)

- Currently, the Developer is only required to dedicate two (2) park sites (5 acre min. for each site) to the Town and the Town is obligated to construct and maintain the parks. The new amendment proposes the developer construct two (2) new parks, each with open play areas, play structures, dog park and other features. The new parks will be owned by the (due to PID funding regulations) but maintained by the HOA.
    - **Park A:** Located strategically located in the "middle" of Valencia, adjacent to the school property, and when construction of the school and school's recreation facilities are complete, would serve as a large open space with playground and recreational facilities for all ages. The construction of this Park is directly tied to the construction of the next phase (Phase 2B-2-4A) and acceptance of the Phase.
    - There is a $500 per day penalty clause in the agreement.
    - **Park B:** Located adjacent to the existing Amenity Center and sport courts. This park is near the point of the peninsula and boast incredible views of the lake and has a great connection to untouched nature of the Corp. property. The park will also consist of a traditional playground structure as well as wellness/exercise equipment and large open play fields. The construction of Park B is directly tied to the construction and acceptance of Phase 4B/4C.
    - The penalty that was accessed as part of the amenity center construction delay, the $62,000 outstanding balance will be applied to Park Enhancements in the Park B.
    - There is a $500 per day penalty clause in the agreement.

Period of Agreement:

- The term of the agreement is for 15 years with automatic extensions of fifteen (15) years during the period which PID bonds remain outstanding.

Revisions to Development Standards and CC&R's:

- Within sixty (60) days from the Town's execution of the 6th amendment, revised development standards in form of a PD amendment will be processed that will include the changes to the lots, elimination of the Townhome lots and some masonry cleanup from the original PD.

Lot Mix and Concept Plan Modification: (See Exhibit D and Lot Mix Chart)

- The Concept Plan for the project will be modified as shown below.
    - Phase 2B will add four (4) additional 60' lots.
    - Phase 4 will be modified to eliminate the Developers' ability to develop any future 40'

or any future Townhome lots.

- Phase 4 will consist solely of 50' and 60' lots.
- The overall Phase 4 lot count will increase from 341 lots to 444 lots, a 103-lot increase.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Valencia HOA Presentation
Lot Mix and Chart
Developers Agreement
Valencia Timeline
Exhibit D Concept Plan
Exhibit E Parking Plan
Exhibit E-2 Trail and Sidewalk Plan
Exhibit I Parks Plan
Exhibit J Rockhill Parkway Construction
Exhibit K Park Enhancements
Valencia Aerial with Zoning
Valencia Future Landuse

2020 Annual Meeting of the Members

Thursday, January 21, 2021

6:00 pm – 7:00 pm

www.valenciaonthelakehoa.com

Agenda

- Establish Quorum (30%)
- Call Meeting to Order
- Proof of Notice — Page 1
- Introduction of Developer & City of Little Elm Representative
  - Alan Adkins, Developer Representative
  - Fred Gibbs, Little Elm City Council
- Introduction of Essex Association Management, L.P. Representatives
  - Sean Corcoran, Director of Operations
  - Ashton Barnes, Community Association Manager
- Developer Updates — Pages 2-12
- 2019 Annual Meeting Notes — Page 13
- Financial Review
  - 2019 Year End Balance Sheet & Income Statement Summary — Pages 14-15
  - December 2020 Balance Sheet & Income Statement — Pages 16-17
  - 2021 Proposed Budget — Pages 18-19
- Community Updates
  - Completed Projects — Pages 20-28
  - Projects in Progress — Pages 29-33
- Other Reports
  - Compliance/ACC Overview — Page 34
  - Web Submissions — Page 35
- Meeting Adjourned — Page 36
- Homeowner Q & A / Committee Updates / Additional HOA Information — Pages 37-41

Proof of Notice of Meeting

Essex Association Management
1512 Crescent Drive. Ste. 112
Carrollton, TX 75006

PRESORTED
STANDARD MAIL
U.S. POSTAGE
PAID
LETTERSTREAM

3790554.1.c

Valencia on the Lake HOA Annual Meeting

0003790554006590

Little Elm TX 75068

VALENCIA

3790554.1.1

December 21, 2020

Notice of 2020 Annual Meeting of the Members

Thursday, January 21, 2021 at 6:00 p.m.

Telephonic

Registration URL: https://attendee.gotowebinar.com/register/5731665466839737870
Webinar ID: 399-386-107

Dear Homeowner(s),

As the Managing Agent for **Valencia on the Lake Homeowner's Association, Inc.**, we are pleased to announce that the Online/Telephonic Annual Meeting of the Members has been scheduled for **Thursday, January 21, 2021 at 6:00 p.m.** The purpose of this meeting is to discuss normal business of the Association and to present information on current Association affairs.

Enclosed in this packet you will find the Draft Agenda and Proxy. Please Note: Even if you plan on attending, it is important that you return your proxy, as unforeseen circumstances may occur which prevent you from being able to attend. The Annual Meeting of the Members cannot be held unless quorum requirements are met, either in person or by proxy in lieu of in-person meeting. If a meeting must be reconvened at a later date, the Association will incur additional costs for printing, and mailing a new Notice of Meeting. You may assign your proxy to a Member of the Board, or to a neighbor of your choice who will be in attendance.

You may dial in early or at any time during the meeting. We look forward to you joining us on **Thursday, January 21, 2021**. Proxies may be returned by mail, e-mail, fax or submitted through your Association's website at www.valenciaonthelakehoa.com however, they must be received in our office no later than 12:00 p.m. Wednesday, January 20th the day before the meeting in order to be counted for the meeting on **Thursday, January 21, 2021**. For any questions, please contact us via the "Contact Us" tab on the Association's website.

Sincerely,

Essex Association Management, L.P., Managing Agent
On behalf of Valencia on the Lake Homeowner's Association, Inc.

cc: HOA File
Enclosures: Draft Agenda, Proxy

Essex Association Management, L.P.
1512 Crescent Drive, Suite 112
Carrollton, TX 75006
Phone: (972) 428-2030 Fax: (469) 342-8205
www.valenciaonthelakehoa.com

Developer Updates

Happy New Year Everyone! We are pleased to pass along some very exciting news from the developer of Valencia on the Lake. The developer has heard from many of the residents of Valencia regarding some possible ways to make our community even better. Our residents seem to almost unanimously want the following three (3) areas improved: (1) more pedestrian connectivity; (2) more parks & playgrounds; (3) and they want the remainder of Rockhill Parkway constructed as soon as possible.

Well, the residents of Valencia have spoken and the developer has listened. The developer has been working closely with the Town of Little Elm planning and engineering staff to find a creative solution. We think you will be encouraged with the proposed plan to make these desired items a reality, and much sooner than you may expect.

Given that these requested items represent a fairly significant change to the current phasing/construction schedule, as well as the budget, the developer is proposing to amend the Valencia on the Lake Development Agreement in order to clarify and document the scope and timing of these new, desired, improvements. The following details capture the proposed modifications and the "check-and-balances" being put in place to ensure these improvements are realized as planned. Before these improvements can become a reality, the amendment must first be approved by the Town of Little Elm Town Council but we wanted to share the positive news with you and communicate the specific details, prior to formally presenting to the Town Council on February 2nd, 2021.

Proposed Developer Updates

Fast-Tracked timing of Rockhill Parkway (see attached Exhibit J)

- If the amendment is approved by Town Council, a condition of the Town's acceptance of the next phase of development (Phase 2B-2-4A), the developer will be required to construct the remaining portion of Rockhill Parkway, in its entirety.
    - The remaining portion of Rockhill Parkway consists of the following:
        - Final two (2) lanes of Rockhill Parkway, in its entirety.
        - Eight-foot (8') sidewalk along the entire length of Rockhill Parkway, from Riola Drive to Casinos Drive.

Two (2) New Parks (see attached Parks Exhibit)

- The proposed amendment requires that the developer construct two (2) new parks, each with open play areas and playground structures.

- **Park A** is strategically located in the "middle" of Valencia, adjacent to the school property, and when construction of the school and school's recreational facilities are complete, would serve as a large open space with playground and recreational facilities for all ages.
    - The construction of Park A is directly tied to the construction and acceptance of Phase 2B-2-4A.

- **Park B** is located adjacent to the existing Amenity Center and sport courts. This park is near the point of the peninsula and boast incredible views of the lake and has a great connection to untouched nature of the Corps. property. The park will also consist of a traditional playground structure as well as wellness/exercises equipment and large open play fields.
    - The construction of Park B is directly tied to the construction and acceptance of Phase 4B/4C.

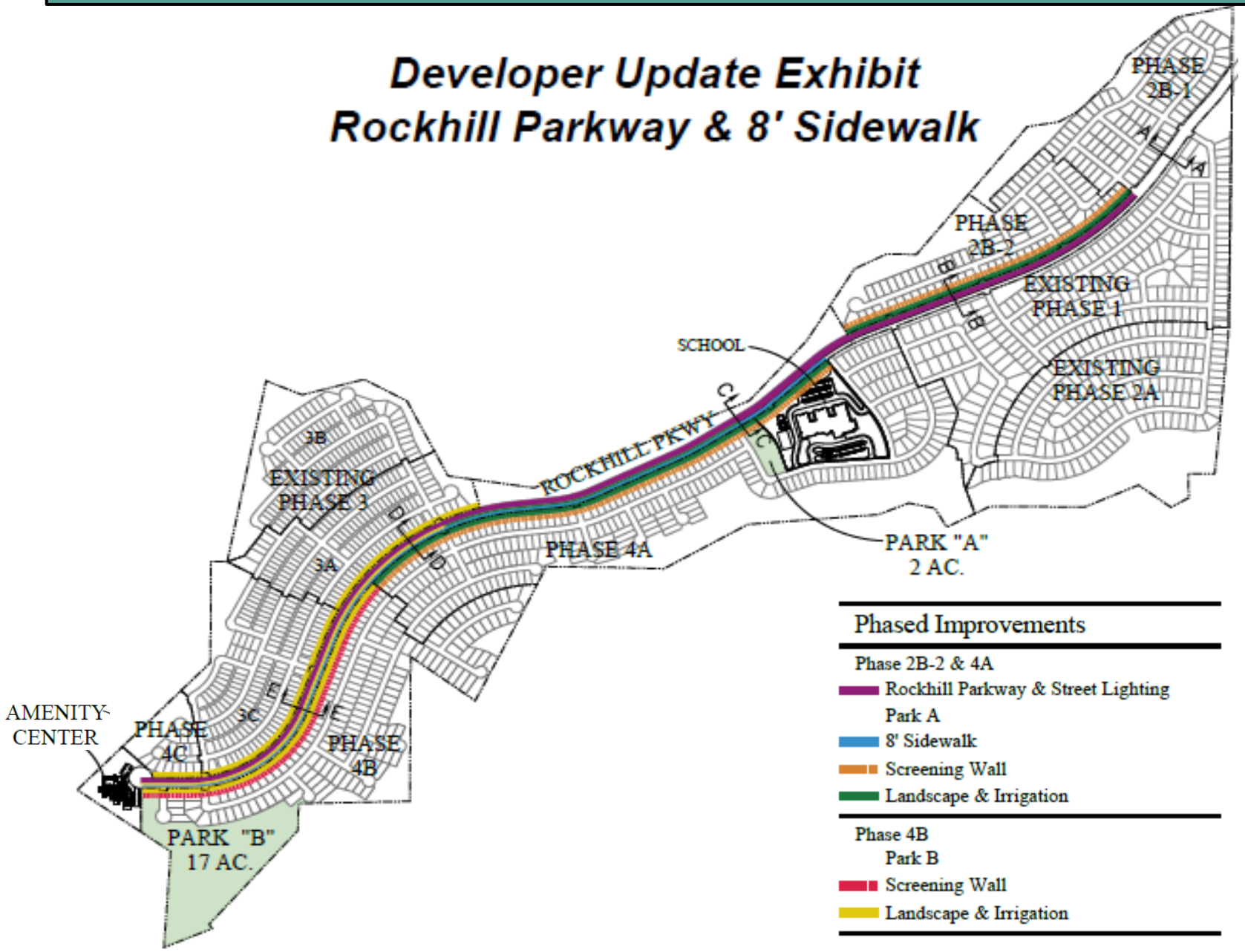
No Townhomes (see attached Exhibit D)

- As part of this proposed amendment to the Development Agreement, the developer has agreed to relinquish the right to construct townhomes in Phase 4C.

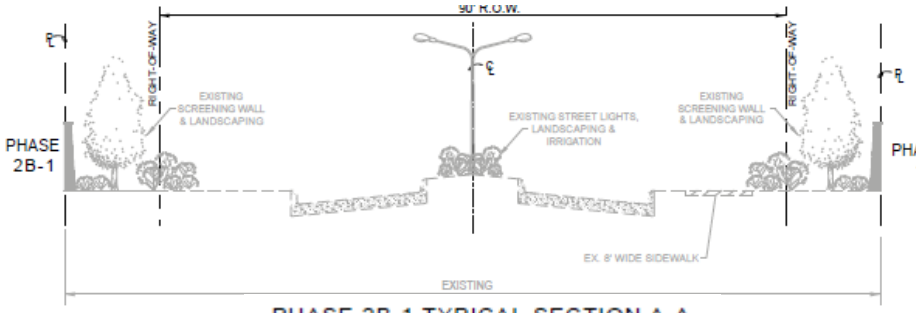
Concept Plan Modification (see attached Exhibit D)

- In order to facilitate these additional parks, trails, and a much quicker timeline, the developer is proposing to modify the Phase 4 Concept Plan as shown on Exhibit D. This modified plan accounts for the removal of the townhome lots and transitions the remaining lots to a more consistent mix of 50' and 60' lots.

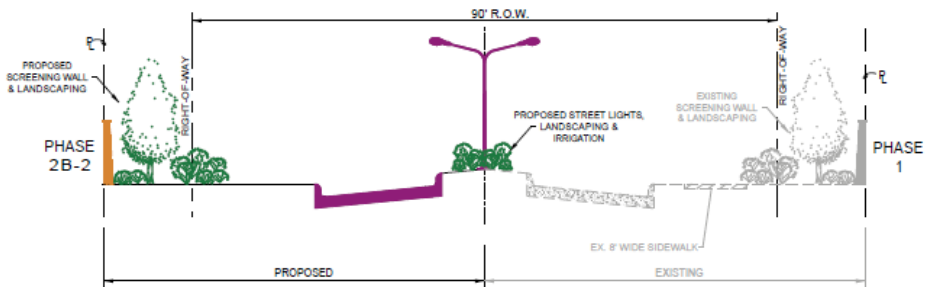
Developer Updates – Improvements



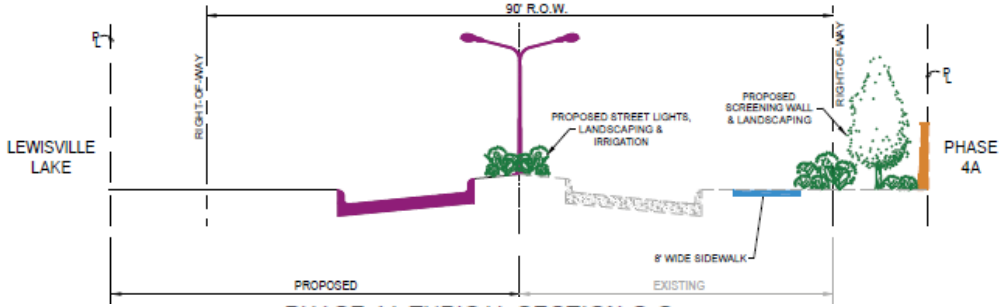
Developer Updates – Improvements



PHASE 2B-1 TYPICAL SECTION A-A
ROCKHILL PARKWAY
SCALE: N.T.S.



PHASE 2B-2 TYPICAL SECTION B-B
ROCKHILL PARKWAY
SCALE: N.T.S.

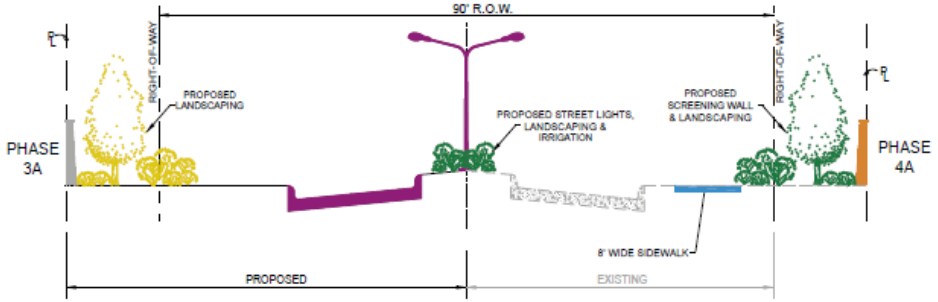


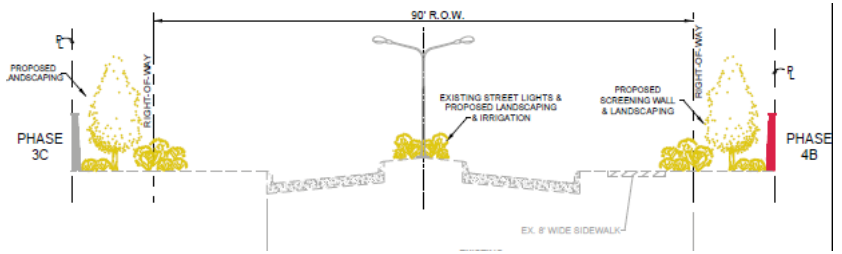
PHASE 4A TYPICAL SECTION C-C
ROCKHILL PARKWAY
SCALE: N.T.S.

Phased Improvements

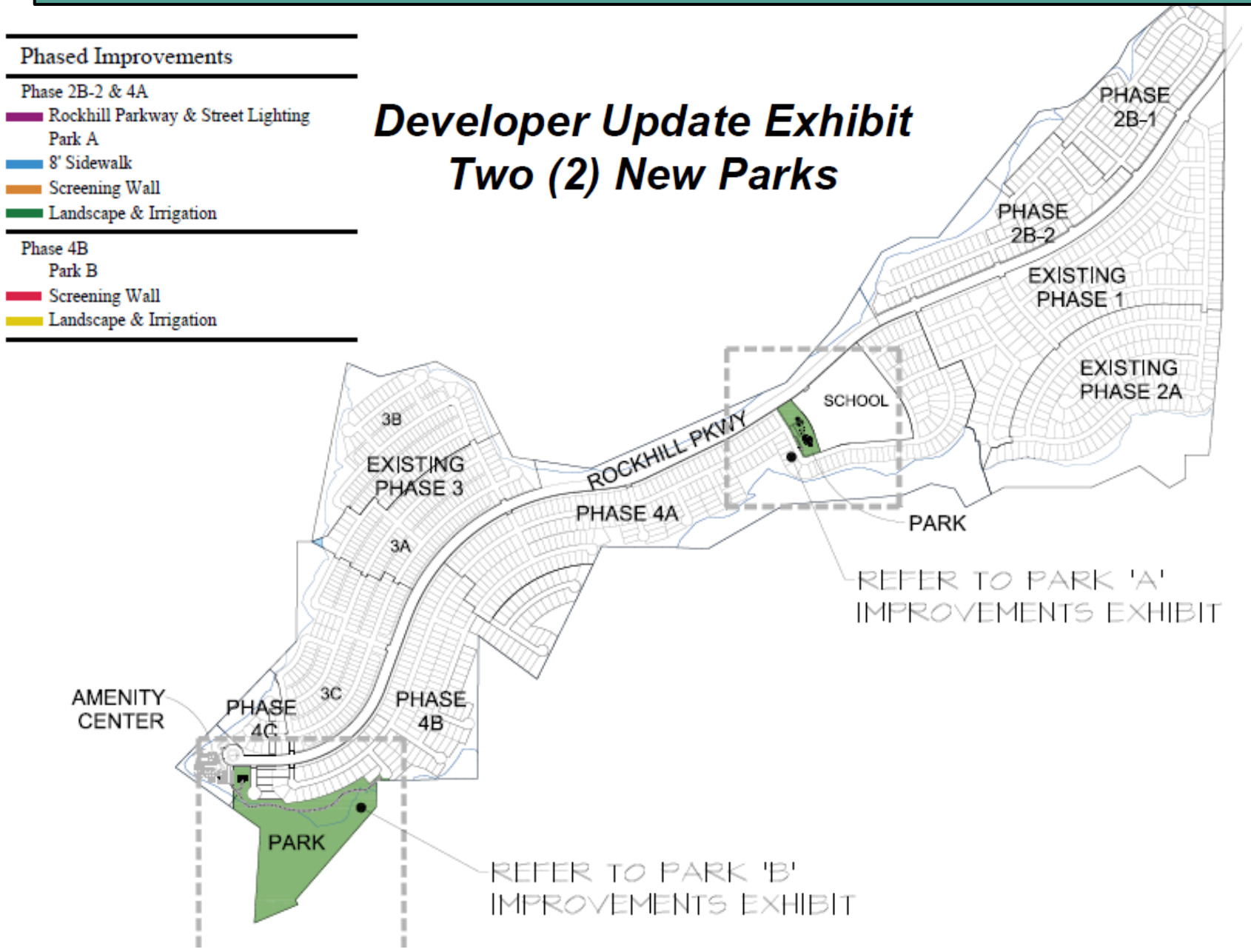
Phase 2B-2 & 4A
- Rockhill Parkway & Street Lighting
- Park A
- 8' Sidewalk
- Screening Wall
- Landscape & Irrigation

Phase 4B
- Park B
- Screening Wall
- Landscape & Irrigation





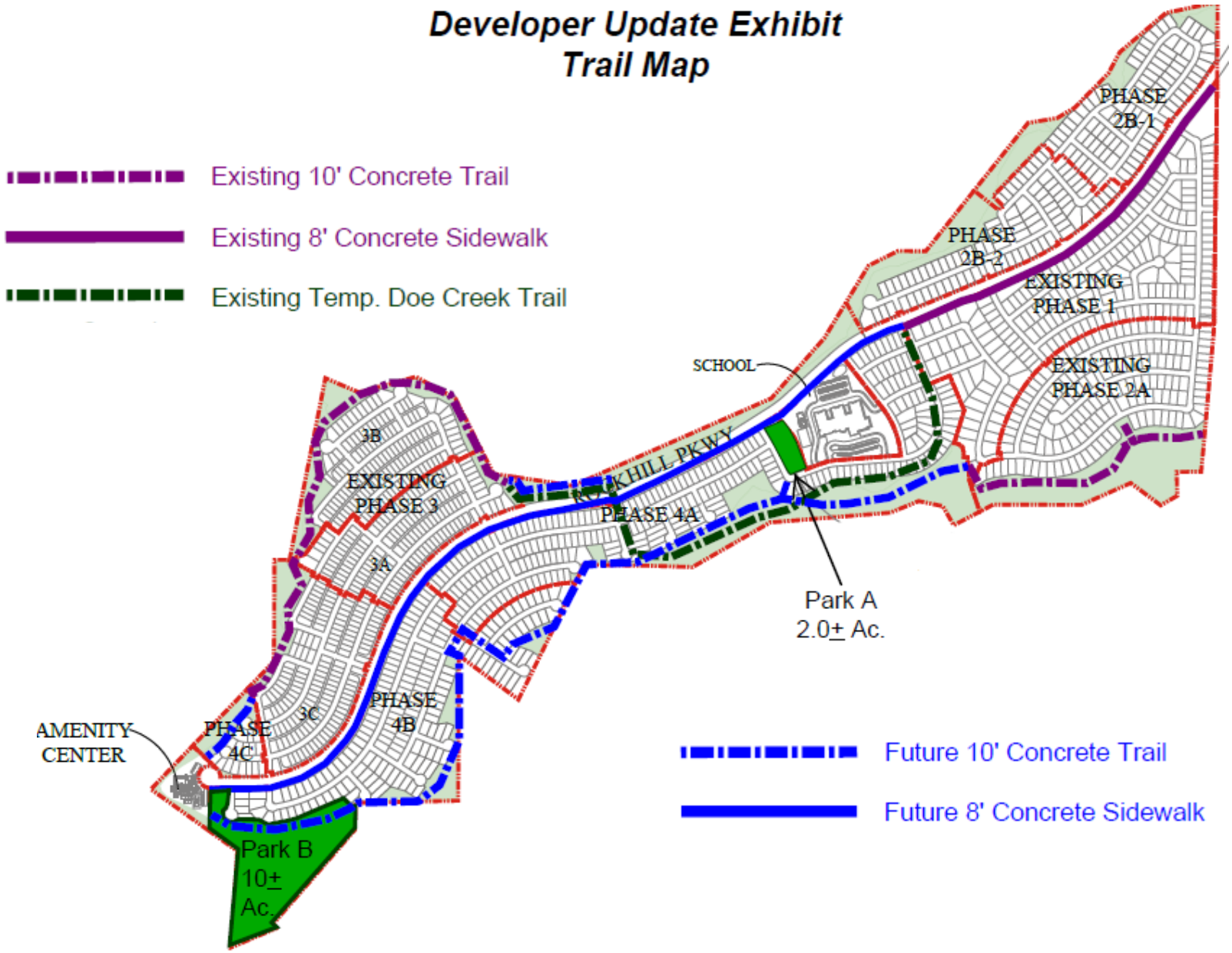
Developer Updates – 2 New Parks



Developer Updates – Park A

Developer Updates –Park B

Developer Updates – Trail Map



Developer Updates - Unit Type Listing

Existing Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 1		62.4
60'x 120' Lot	169	
80'x 135' Lot	41	
Total Lots	210	
Phase 2A		51.9
60'x 120' Lot	154	
Total Lots	154	
Phase 3		80.7
3A 40'x 100' Lot	126	24.2
3A 50'x 115' Lot	14	
3B 40'x 100' Lot	118	28.5
3B 50'x 115' Lot	21	
3C 40'x 100' Lot	142	28.0
3C 50'x 115' Lot	8	
Total Lots	429	

Current SF Homes: 685

Total Units: 793

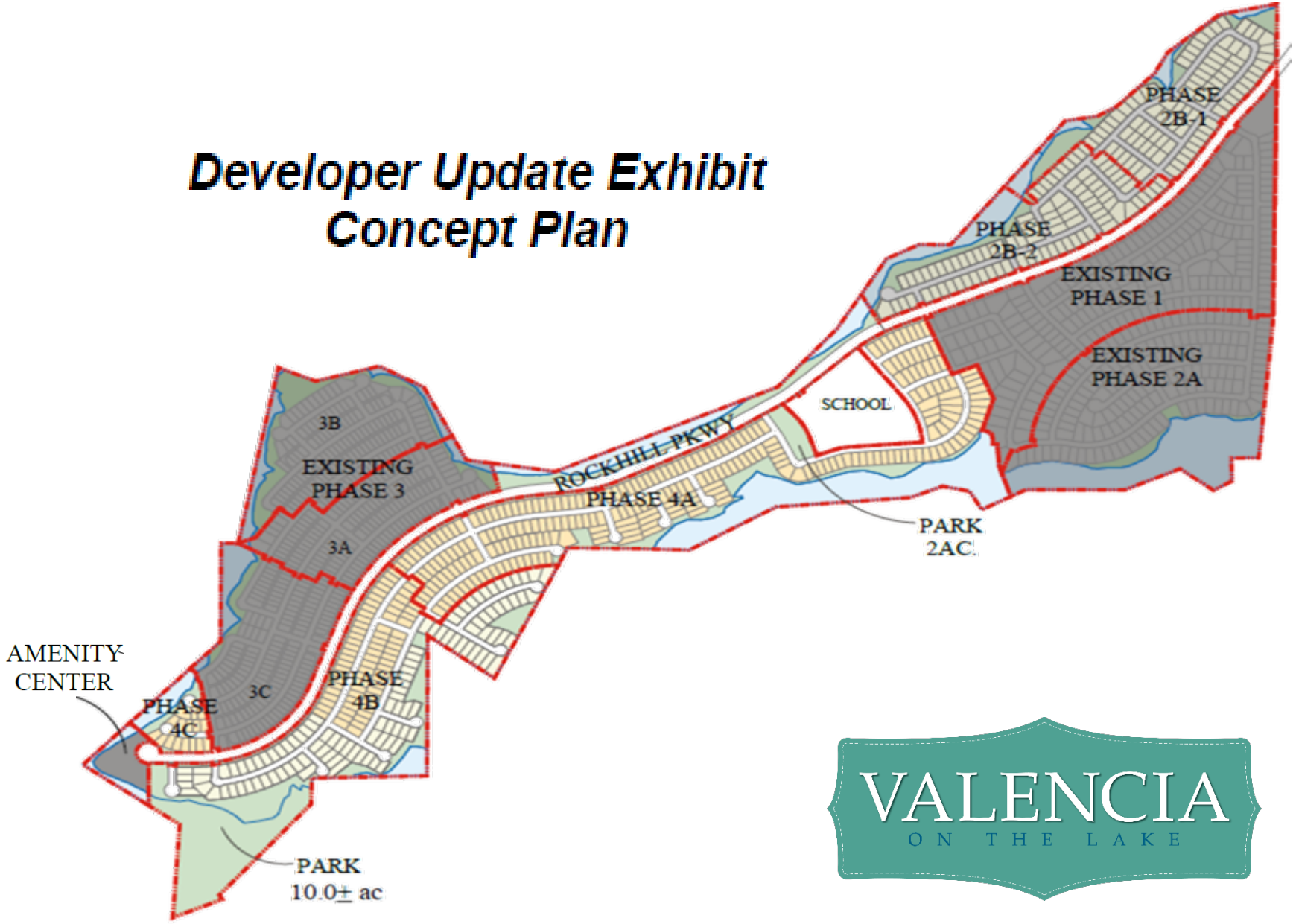
BEAZER HOMES

D·R·HORTON® America's Builder

DUNHILL HOMES®

TRENDMAKER® HOMES

Developer Updates – Concept Plan



VALENCIA
ON THE LAKE

Developer Updates – Future Phases

Phase 2B - Amendment No. 4

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B 60'x 120' Lot	175	
Total Lots	175	

Proposed Phase 2B - Amendment No. 6

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B-1 60'x 120' Lot	89	28.8
2B-2 60'x 120' Lot	90	28.9
Total Lots	179	

Phase 4 - Amendment No. 4

Future Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 4		149.9
25'x 100' Lot	44	
60'x 120' Lot	3	
70'x 120' Lot	154	
80'x 110' Lot	140	
Total Lots	341	

Proposed Phase 4 - Amendment No. 6

Future Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 4		149.9
4A 50'x 120' Lot	250	
4B 50'x 120' Lot	72	
4B 60'x 120' Lot	106	
4C 50'x 110' Lot	16	
Total Lots	444	

Developer Updates – Total Projected Lots

Total Project Lot Mix
Amendment No. 4

Residential Type:	Lots	Acres
All Residential Lots		447.9
25'x 100' Lot	44	
40'x 100' Lot	386	
50'x 115' Lot	43	
60'x 120' Lot	501	
70'x 120' Lot	154	
80'x 120' Lot	181	
Total Lots	1,309	

Future Total Project Lot Mix
Amendment No. 6

Residential Type:	Lots	Acres
All Residential Lots		447.9
25'x 100' Lot	0	
40'x 100' Lot	386	
50'x 115' Lot	381	
60'x 120' Lot	608	
80'x 120' Lot	41	
Total Lots	1,416	

2019 Annual Meeting Notes

Valencia on the Lake Homeowners Association, Inc.

Annual Meeting Notes

May 14th 2019

Name	Title	Present
Homeowners Present	118	Y

Present from Essex Association Management, L.P.
Sean Corcoran, Assistant Director of Association Services
Mark Luna, Community Association Manager
Ashton Barnes, Essex Support

Meeting Location
Coy Miller Elementary School
Cafeteria
300 Cypress Hill Drive
Little Elm, TX 75068

Quorum was verified and not met either in person or by proxy. Lots represented via homeowners' present: 118; Lots represented via proxy:125.

Meeting called to order at 7:12 p.m.

Sean presented proof of notice.

Sean gave introductions of the Essex Association Management team.

Financial Review:

- Sean gave brief review of the 2018 Year End Summary, explaining any significant variances.
- Sean reviewed the March 2019 Balance Sheet.
- Sean reviewed the March 2019 Income Statement Summary, explaining any significant variances.

Community Updates:

- Mark reviewed 2019 completed projects to include:
  - Change in Pool Vendor to 5 Star
  - Replaced Port Valve on Pool Pump
  - Pool Furniture Purchased in 2018
  - Brick Wall Repair in Phase 3
  - Notices Sent out for Pet Waste
  - Deep Clean Trail in 2018
  - Accepted Phase 2A Trail
  - List of Advisory Committee
- Mark reviewed projects in progress to include:
  - Deep Clean Phase 2A Trail
  - Accept and Clean Completed Trails (Phase 3A & 3C)
  - Purchase of Weight Room Equipment.
  - Tracking Builder Trash and Debris, getting them Cleaned Up.
  - Working with Builder to get the Entryways at 3A Completed.
  - Mark and Sean reviewed and explained the Site Plan for the community's future/continuing builds with Pool and Amenity Center.

- Mark reviewed Developer updates.
  - 354 homeowner Lots, 286 builder Lots
  - Total Lots at present 640
- Mark reviewed Developer Updates to include:
  - Developers removed sections of the 10' trail in Phase 3B (connecting 3A to 3C). Re poured and forms will be removed and backfilled (5/24 dependent upon weather).
  - Builders dumping dirt illegally on the future phases of Valencia. (North/West side of Rockhill Parkway) right across the street from the entry.
  - No update on scope/size/product of the next phase of Valencia.

Compliance and ACC Submissions:

- Top three (3) violations were lawn maintenance, trash cans, and ACC requests received and miscellaneous items visible
- Mark explained the ACC process, its purpose and what it entails
- Inspections of community and the fine/enforcement policy was clarified

Web Submission program was explained to those present, with most common inquiries being compliance and general correspondence.

With no other business to discuss, motion to adjourn and move into Homeowner Q & A at 8:19 p.m.

Homeowner Q & A:

- Additional Walking Trails
  - 3A & 3C Coming on Board
- Play Area for Children
- Additional Streetlights
  - Rockhill at entrance & towards back of addition
- Landscaping options Rockhill Center Islands
  - Mowing and Maintaining for now as of 5/16/19. **Mulch at entry is weathered and washed.**
- Wreath from Holiday caused damage at entry. **Mark to look into.**
- Lighting over Monument at Entry. **Progress on light to be installed at HWY 423**
- Irrigation system cycle time not running right on Parkway. **Mark to get with Landscaper.**
- Homeowner suggested to receive quarterly updates posted to the associations website of a running to do list/concerns.

Lot Mix - Concept Plan Modification

- The Concept Plan for the project will be modified as shown below.
  - Phase 2B will add four (4) additional 60’ lots.
  - Phase 4 will be modified to eliminate the Developer’s ability to develop any future 40’ lots or any future Townhome lots.
  - Phase 4 will consist solely of 50’ and 60’ lots.
    - The overall Phase 4 lot count will increase from 341 lots to 444 lots, a 103-lot increase.

Phase 2B - Amendment No. 4

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B 60'x 120' Lot	175	
Total Lots	175	

Proposed Phase 2B - Amendment No. 6

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B-1 60'x 120' Lot	89	28.8
2B-2 60'x 120' Lot	90	28.9
Total Lots	179	

Phase 4 - Amendment No. 4

Future Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 4		149.9
25'x 100' Lot	44	
60'x 120' Lot	3	
70'x 120' Lot	154	
80'x 110' Lot	140	
Total Lots	341	

Proposed Phase 4 - Amendment No. 6

Future Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 4		149.9
4A 50'x 120' Lot	250	
4B 50'x 120' Lot	72	
4B 60'x 120' Lot	106	
4C 50'x 110' Lot	16	
Total Lots	444	

SIXTH AMENDMENT TO THE VALENCIA ON THE LAKE PRE-ANNEXATION AGREEMENT, DEVELOPMENT AGREEMENT, PUBLIC IMPROVEMENT DISTRICT AGREEMENT AND TAX INCREMENT REINVESTMENT ZONE AGREEMENT

This Sixth Amendment (this "Sixth Amendment") to the **Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement** is made by and between Valencia on the Lake, L.P. ("Owner") and the Town of Little Elm, Texas (the "Town"), to be effective _____, 2021. The Town and Owner may be together referred to herein as the "Parties." Capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

RECITALS

WHEREAS, on November 5, 2013, the governing body (the "Town Council") of the Town adopted and approved the Valencia on the Lake Pre-Annexation Agreement, Development Agreement, Public Improvement District Agreement and Tax Increment Reinvestment Zone Agreement (the "Agreement"); and

WHEREAS, on September 16, 2014, the Town and Owner amended the Agreement by executing the First Amendment to the Agreement ("First Amendment"), which revised certain setback regulations contained in the PD Standards relating to Lots with a minimum width of forty feet (40"); and

WHEREAS, on June 2, 2015, the Town and Owner amended the Agreement by executing the Second Amendment to the Agreement ("Second Amendment"), which revised and supplemented certain trail construction obligations and revised certain development standards contained in the Agreement, as amended by the First Amendment; and

WHEREAS, on February 16, 2016, the Town and Owner amended the Agreement by executing the Third Amendment to the Agreement ("Third Amendment"), which revised the garage standards in the PD standards relating to Lots with a minimum width of eighty feet (80') to make such standards identical to those relating to Lots with a minimum width of sixty feet (60'), as such development standards were contained in the Agreement, as amended by the First Amendment and the Second Amendment; and

WHEREAS, on August 2, 2016, the Town and Owner amended the Agreement by executing the Fourth Amendment to the Agreement ("Fourth Amendment"), which (1) revised the PD standards relating to certain Lots by revising certain Lot sizes and Lot

counts, (2) updated the Trail Exhibit and revised the trail obligations, (3) required the construction of an amenity center pursuant to certain articulated standards, (4) required certain additional development standards related to trees, irrigation systems, and garage door and front door construction materials, as amended by the First Amendment, the Second Amendment, and the Third Amendment; and

WHEREAS, on September 5, 2017, the Town and Owner amended the Agreement by executing the Fifth Amendment to the Agreement ("Fifth Amendment"), which (1) revised the payment requirements due to the Town in relation to the construction of the Amenity Center, and (2) addressed the timing of the construction and completion of the Amenity Center.

WHEREAS, the Parties now wish to enter into this Sixth Amendment to amend the Agreement to reflect the new Phase 4 Lot mix and anticipated amendment to the development standards; anticipated revision of the covenants, conditions, and restrictions; the construction Rockhill Parkway, including the 8' sidewalk along Rockhill Parkway; the location of certain parks; the term of the Agreement; the timing of the second water line; and adding a phasing exhibit for infrastructure.

WHEREAS, the Parties agree that the standard review period ("Standard Review Period") for inspections shall be two (2) business days and the Standard Review Period for plan review shall be ten (10) days.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Sixth Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed.

Through this Sixth Amendment, section VI of the Agreement is replaced in its entirety; Article VII and Section 6.3 are amended; Exhibits D and E are replaced with updated exhibits; Exhibit E-1 is removed; Exhibit E-2 is added; Exhibit I (Parks A and B) is added; Exhibit J (Infrastructure Phasing)is added; Exhibit K (Penalty Enhancements); and Exhibit L (Acknowledgement of Resolution of Penalty) is added. Furthermore, the Parties agree as follows:

1. Lot Mix.

   Exhibit D to the Agreement, "Concept Plan," is hereby amended and replaced with the "Concept Plan," attached hereto, and shall become the new Exhibit D to the Agreement. The Parties further agree that the Lot counts shown in the Concept Plan (Exhibit D) may be adjusted higher by up to five (5) lots, or lower as needed, in order to account for future engineering requirements.

2. Rockhill Parkway and 8′ Sidewalk.

As a component of the next phase of development, consisting of approximately ninety (90) sixty-foot (60′) Lots and two hundred and fifty (250) fifty-foot (50′) Lots, Owner agrees to construct, or cause to be constructed, the remaining two (2) lanes of Rockhill Parkway and the 8′ sidewalk, identified in the Concept Plan, as follows:

Phases 2B-2/4A will proceed together as one phase. Within 120 days of the Pre-Construction Meeting for the development of Phase 2B-2/4A, between the Town and the Owner, or Owner's representatives, Owner agrees to construct and complete, or cause to be constructed and completed, the 8′ concrete sidewalk along Rockhill Parkway from Riola Drive to the Valencia on the Lake Amenity Center, as identified in the attached Exhibit E-2. <u>The completion date shall be extended by one business day for each business day the Town delays any necessary approvals beyond the applicable Standard Review Period.</u> Furthermore, Owner agrees not to remove the temporary Doe Creek Trail link, as shown on the attached Exhibit E-2, until after the 8′ sidewalk has been fully constructed. The HOA will maintain the temporary Doe Creek Trail link until the 8′ sidewalk has been fully constructed. If the 8′ concrete sidewalk is not completed by its completion date ,which may be extended as provided above, Owner shall pay a penalty of five-hundred dollars ($500.00) for each day beyond the completion date that the sidewalk not completed, until the 8′ sidewalk is completed.

Additionally, as component of the development of Phase 2B-2/4A, Owner agrees to construct the remaining two (2) lanes of Rockhill Parkway from Phase 2B-1 (just west of Salem Drive) to the Valencia on the Lake Amenity Center, as shown on the Exhibit E-2. Owner will submit plans for Phase 2B-2/4A within nine (9) months of the effective date of this Sixth Amendment. Rockhill Parkway will be completed as a condition prior to acceptance of Phase 2B-2/4A by the Town.

3. Parks.

Section VI of the Agreement is replaced in its entirety with the revised Section VI below. Exhibits E and E-1 are replaced with the revised Exhibit E, attached.

"VI. <u>PARK AND OPEN SPACE REQUIREMENTS</u>

"The Valencia on the Lake Planned Development District shall provide a minimum of 65 acres to be used as Public Open Space, which may include, but is not limited to, passive uses including a trail system with park benches. Public

Open Space shall be maintained by the HOA. A public improvement district may fund the costs of maintenance of Public Open Space.

In addition, a minimum of two (2) public park sites shall be dedicated to the Town. Combined, the park sites within Valencia on the Lake shall be a minimum of ten acres, with each park being a minimum of two (2) acres each. The completed parks will be dedicated to the Town and maintained by the HOA.

"The locations of the parks are shown on a revised Exhibit E, which is attached to this Sixth Amendment, and which replaces both the former Exhibit E and Exhibit E-1. Owner will design the parks to be interactive, including at a minimum; benches, play structures, and shade structures. The parks will further be designed to incorporate natural elements of the adjacent property.

"Park A, with the specific improvements as shown on the attached Exhibit I, will be approximately two (2) acres, and will be constructed simultaneously with the development of Phase 2B-2/4A. Owner will cause Park A to be completed and accepted by the Town within sixty (60) days of the Town's acceptance of Phase 2B-2/4A, provided that the Town timely provides the necessary approvals for the Park A Landscaping/Hardscaping Plan. The Park A completion date shall be extended by one business day for each business day the Town delays approval of the Park A Landscaping/Hardscaping Plan beyond the applicable Standard Review Period. If Park A is not completed by its completion date, which may be extended as provided above, Owner shall pay a penalty of five-hundred dollars ($500.00) for each day beyond the completion date that Park A is not completed.

"Park B, with the specific improvements as shown on the attached Exhibit I, will be approximately ten (10) acres, and will be constructed simultaneously with the development of Phase 4B. Owner will cause Park B to be completed and accepted by the Town within sixty (60) days of the Town's acceptance of Phase 4B, provided that the Town timely provides the necessary approvals for the Park B Landscaping/Hardscaping Plan. The Park B completion date shall be extended by one business day for each business day the Town delays approval of the Park B Landscaping/Hardscaping Plan beyond the applicable Standard Review Period. If Park B is not completed by its completion date, which may be extended as provided above, Owner shall pay a penalty of five-hundred dollars ($500.00) for each day beyond the completion date that Park B is not completed.

"The Owner shall in good faith effort seek approval from the U.S. Army Corps of Engineers (USACE) to construct, or cause to be constructed, a trail system consisting of a trail pathway through the flowage easement and Corps fee title

property to connect the proposed park sites. Notwithstanding the foregoing, the Owner's right to develop any portion of the Property shall be unaffected by obtaining approval from the USACE to construct, or cause to be constructed, this trail system.

"The minimum design standards for the trails shall include the following: Trails shall be a minimum of ten feet (10') in width and six inches (6") in depth and be constructed out of 3500 psi concrete with #3 steel rebar at eighteen inches (18") on center each way (O.C.E.W.). Trail subgrade shall consist of six inches (6") of 95% compacted soil subgrade. On average and subject to USACE approval, each trail system should have an average of one bench and one trash receptacle per 1,000 linear feet of trail. Sidewalks internal to the development will be used to connect the neighborhoods to the trail system. A trail pathway plan is included in Exhibit E.

~~"Owner shall not be required, however, to build the trail section shown in yellow in Exhibit E. E-1, "Future Trail Exhibit." Owner acknowledges (subject to the trail grant contingency discussed below) its obligation to build the remaining trail segments shown in red in Exhibit E. E-1, "Future Trail Exhibit." Owner further acknowledges that the Town has submitted a grant request ("Grant Request") in the amount of $1,249,527 to the Texas Department of Transportation through TxDOT's 2015 Transportation Alternatives Program for 80% of the anticipated funds required to construct certain sections of the Doe Creek Trail along the Doe Creek Peninsula, which trail sections are shown in yellow in Exhibit E and labeled as Section "A" and Section "B" (hereinafter collectively referred to as the "Grant Trail Sections"). The Grant Request does not cover the anticipated costs of the design of the Grant Trail Sections and other anticipated non-construction related costs to accomplish the Grant Trail Sections (hereinafter referred hereto collectively as the "Additional Trail Costs"). If the Grant Request is granted, the Town will become obligated to build the Grant Trail Sections that Owner would otherwise to be required to build under the Agreement.~~

~~"Accordingly, Owner agrees that if the Grant Request is granted and the requested funds are provided to the Town for the construction of the Grant Trail Sections, Owner will, within ninety (90) days of the Town's receipt of the Grant Request funds, pay to the Town $312,382 towards the construction of the Grant Trail Sections (which amount is the remaining 20% of the anticipated funds required to construct the Grant Trail Sections and has been designated as the local match in the Grant Request) and pay to the Town the Additional Trail Costs. Additionally, if the Grant Request is granted and the requested funds are provided to the Town~~

~~for the construction of the Grant Trail Sections, Owner agrees to pay to the Town an additional $900,000 once the Grant Trail Sections are constructed and accepted by the Town. Such additional funds shall be used by the Town for additional trail construction and related amenities for the Town's regional trail network. In the event that the Grant Request is not granted, Owner shall remain obligated to construct_ the trails shown in Exhibit E and Exhibit E-1, and as required by the Agreement and all amendments to the Agreement.~~

"Recreational parking shall be provided as shown on Exhibit E. A minimum of three (3) parking spaces shall be provided at each location shown on Exhibit E. Direct access from the public street shall be permitted for the parking areas (i.e. head-in parking). The parking spaces shall be a minimum of nine (9) feet wide and twenty (20) feet long.

4. Application of Amenity Center Penalties to Park Enhancements.

The Parties recognize that the Owner has previously incurred a penalty totaling sixty-two thousand dollars ($62,000.00) (the "Amenity Center Penalty") due to the delayed completion of the Phase II Amenity Center. The Parties agree that the full amount of these penalties shall be applied to the enhancements (the "Penalty Enhancements") that Owner is making to the Parks under this Sixth Amendment. The Penalty Enhancements, which include a dog park and playground enhancements, are shown on the attached Exhibit K. Construction of the Penalty Enhancements shall constitute full consideration for the Amenity Center Penalty. Upon completion of the Penalty Enhancements, the Town will execute Exhibit L.

5. Period of Agreement.

Article XII of the Agreement is amended as follows:

The term of this Agreement shall be for a period of fifteen (15) years, with automatic extensions of fifteen (15) years during the period which PID bonds remain outstanding.

6. Second Water Line.

Section 6.3 of the Agreement is amended as follows:

"6.3 Second Water Line Timing. The Public Infrastructure, which includes the Facilities, may be constructed in phases. A second 12-inch water line connection to the Town's infrastructure shall be constructed, or caused to be constructed, by the Owner ~~prior to the issuance of the 601st building permit for a structure within~~

~~the Property~~, upon approval of necessary permit (the "Water Line Permit") by Army Corps of Engineers and acceptance by the Town in the form of a notice to proceed. Construction of the water line will be completed within one-hundred eighty (180) days of the Town's delivery of the notice to proceed to Owner.

If the second water line is not completed by its completion date, which may be extended as provided above, Owner shall pay a penalty of five-hundred dollars ($500.00) for each day beyond the completion date that the second water line is not completed, until the second water line is completed, and no more building permits shall be issued by the Town, past Phase 2-B-1, until the water line is completed.

7. Revisions to Development Standards and CC&Rs

Within sixty (60) days of the Town's execution of this Sixth Amendment, Owner will submit to the Town revised development standards that eliminate any additional or future 40' Lots and Townhome Lots from the development, address masonry requirements, and incorporate the First through Fifth Amendments to the Agreement, which are referenced in the recitals above. Conditions, covenants, and restrictions for the development will be accordingly revised to reflect these changes. [[EDITS TO THIS SECTION ARE PENDING]]

8. Phasing of Infrastructure

Future infrastructure will be constructed in accordance with the attached Exhibit J, "Infrastructure Phasing."

9. Except as modified by this Sixth Amendment, the terms and conditions of the Agreement shall remain in force and effect.

10. The Town represents and warrants that this Sixth Amendment has been duly adopted by official action of the Town council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Sixth Amendment on behalf of the Town has been duly authorized to do so. The Owner represents and warrants that this Sixth Amendment has been approved by the appropriate action of the Owner, and that the individual executing this Sixth Amendment on behalf of the owner has been duly authorized to do so.

11. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. Owner will submit a zoning application for the Property within sixty (60) days of execution of this Sixth Amendment. Nothing in this Sixth Amendment is intended to constitute a delegation or contracting away of the governmental authority of the Town to zone, or to determine appropriate zoning, and the Town reserves the right, at all times, to control the zoning process for all property that is impacted by this Sixth Amendment.

Executed by Owner and Town to be effective on _____, 2021

ATTEST:

_____
Name: Kathy Phillips
Title: Town Secretary

TOWN OF LITTLE ELM
By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

_____
Name: Robert F. Brown
Title: Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ___ day of _____ 2021 by David Hillock, mayor of the Town of Little Elm, Texas on behalf of the Town.

_____
Notary Public, State of Texas

VALENCIA ON THE LAKE, LP,
a Texas limited partnership

By: Valencia on the Lake G.P., L.L.C.
a Texas limited liability
company
Its: General Partner

By: _____
Name: Mehrdad Moayedi
Title: Manager
Date: January 26, 2021

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 26th day of January, 2021, by Mehrdad Moayedi, the Manager of Valencia on the Lake, G.P., LLC, a Texas limited liability company, the general partner of Valencia on the Lake, L.P., a Texas limited partnership, on behalf of such limited partnership.

GRAHAM MAXEY
Notary Public, State of Texas
Comm. Expires 05-12-2024
Notary ID 132473474

_____
Notary Public, State of Texas

EXHIBIT D
CONCEPT PLAN

Existing Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 1		62.4
60'x 120' Lot	169	
80'x 135' Lot	41	
Total Lots	210	
Phase 2A		51.9
60'x 120' Lot	154	
Total Lots	154	
Phase 3		80.7
3A 40'x 100' Lot	126	24.2
3A 50'x 115' Lot	14	
3B 40'x 100' Lot	118	28.5
3B 50'x 115' Lot	21	
3C 40'x 100' Lot	142	28.0
3C 50'x 115' Lot	8	
Total Lots	429	

Phase 2B - Amendment No. 4

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B 60'x 120' Lot	175	
Total Lots	175	

Proposed Phase 2B - Amendment No. 6

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B-1 60'x 120' Lot	89	28.8
2B-2 60'x 120' Lot	90	28.9
Total Lots	179	

Phase 4 - Amendment No. 4

Future Phases

DATA TABLE

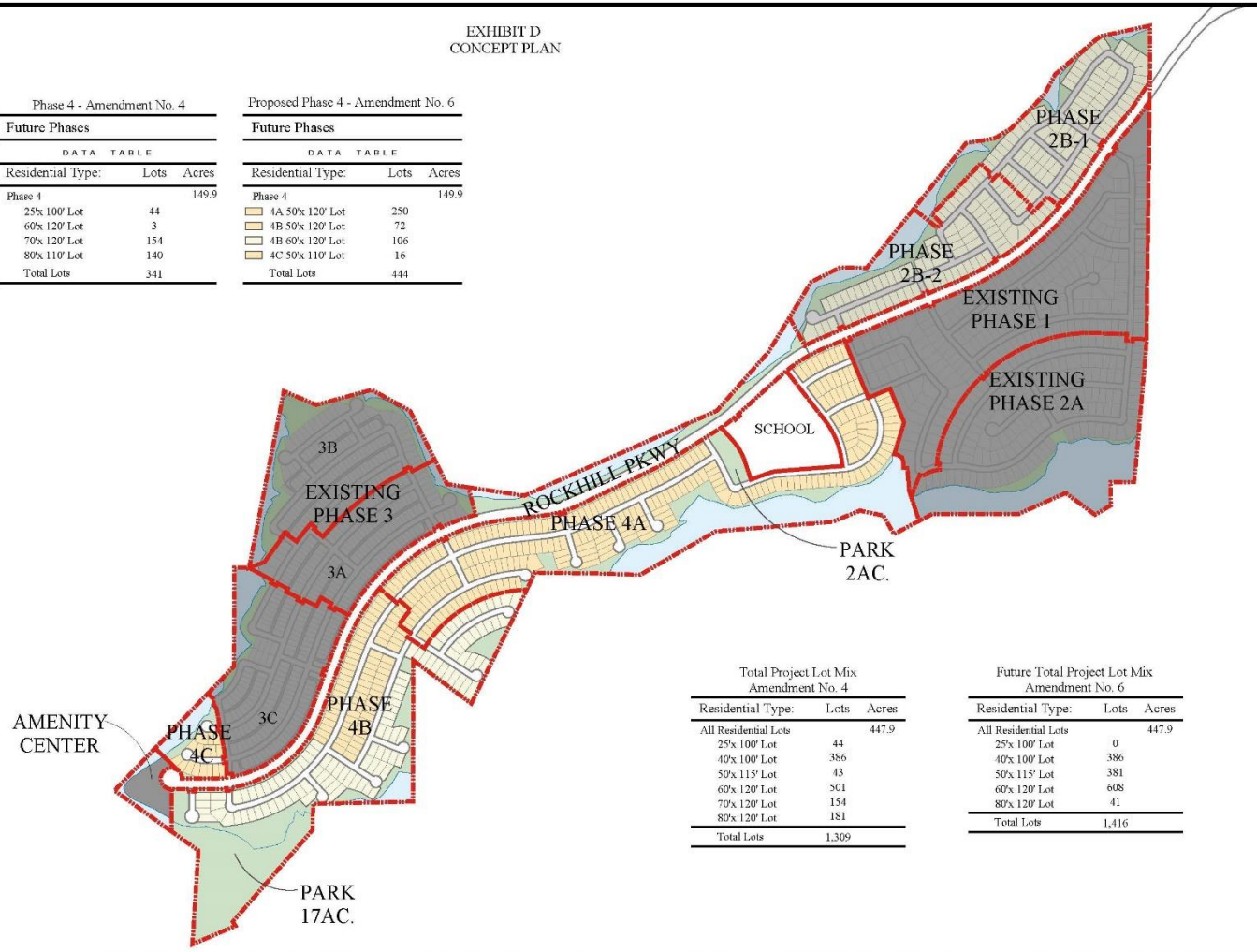
Residential Type:	Lots	Acres
Phase 4		149.9
25'x 100' Lot	44	
60'x 120' Lot	3	
70'x 120' Lot	154	
80'x 110' Lot	140	
Total Lots	341	

Proposed Phase 4 - Amendment No. 6

Future Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 4		149.9
4A 50'x 120' Lot	250	
4B 50'x 120' Lot	72	
4B 60'x 120' Lot	106	
4C 50'x 110' Lot	16	
Total Lots	444	



Total Project Lot Mix
Amendment No. 4

Residential Type:	Lots	Acres
All Residential Lots		447.9
25'x 100' Lot	44	
40'x 100' Lot	386	
50'x 115' Lot	43	
60'x 120' Lot	501	
70'x 120' Lot	154	
80'x 120' Lot	181	
Total Lots	1,309	

Future Total Project Lot Mix
Amendment No. 6

Residential Type:	Lots	Acres
All Residential Lots		447.9
25'x 100' Lot	0	
40'x 100' Lot	386	
50'x 115' Lot	381	
60'x 120' Lot	608	
80'x 120' Lot	41	
Total Lots	1,416	

BARRAZA CONSULTING GROUP, LLC

VALENCIA ON THE LAKES - MASTER PLAN 11
TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS

SCALE 1"=400'
DATE JAN 2021

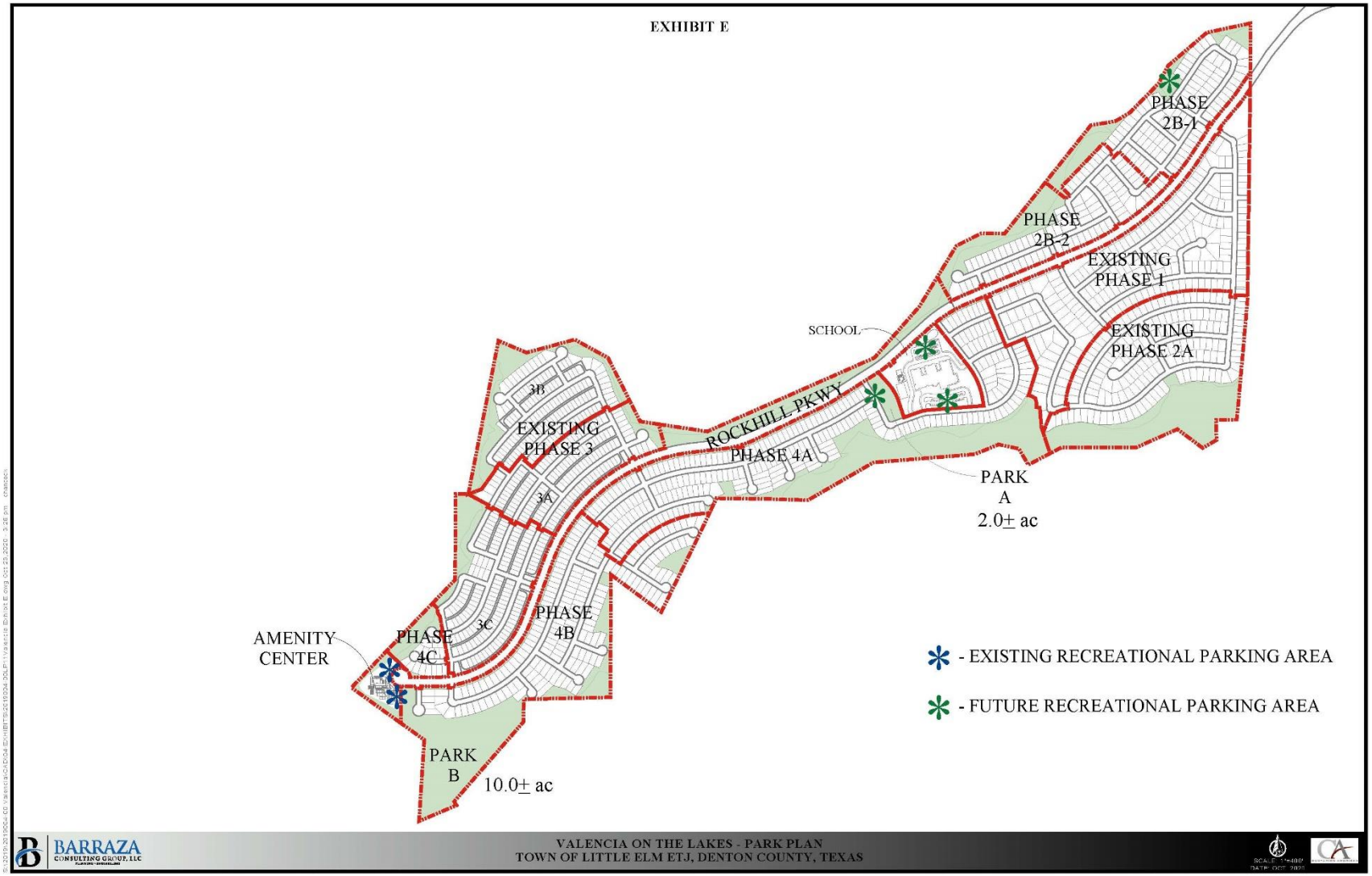
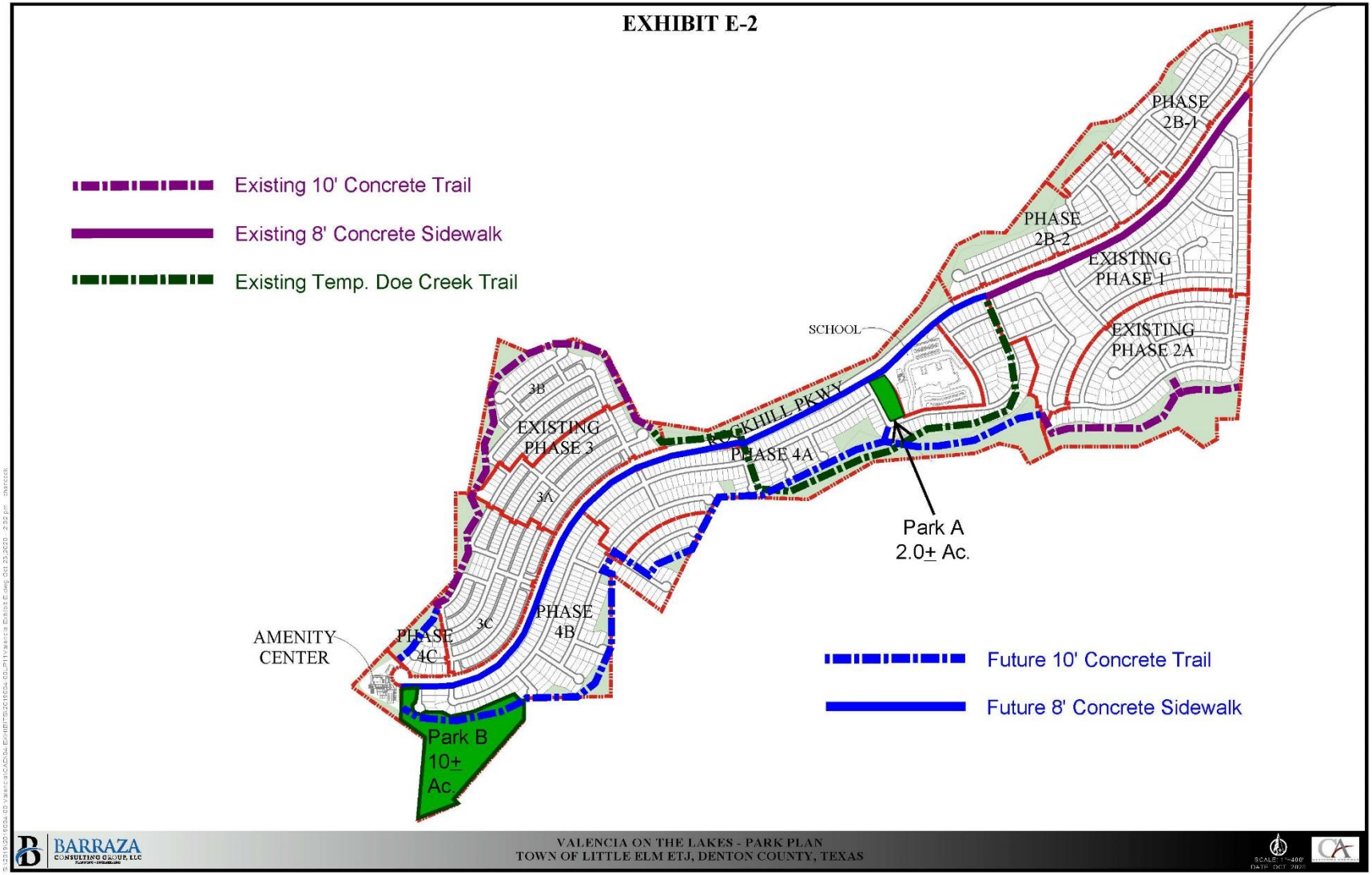
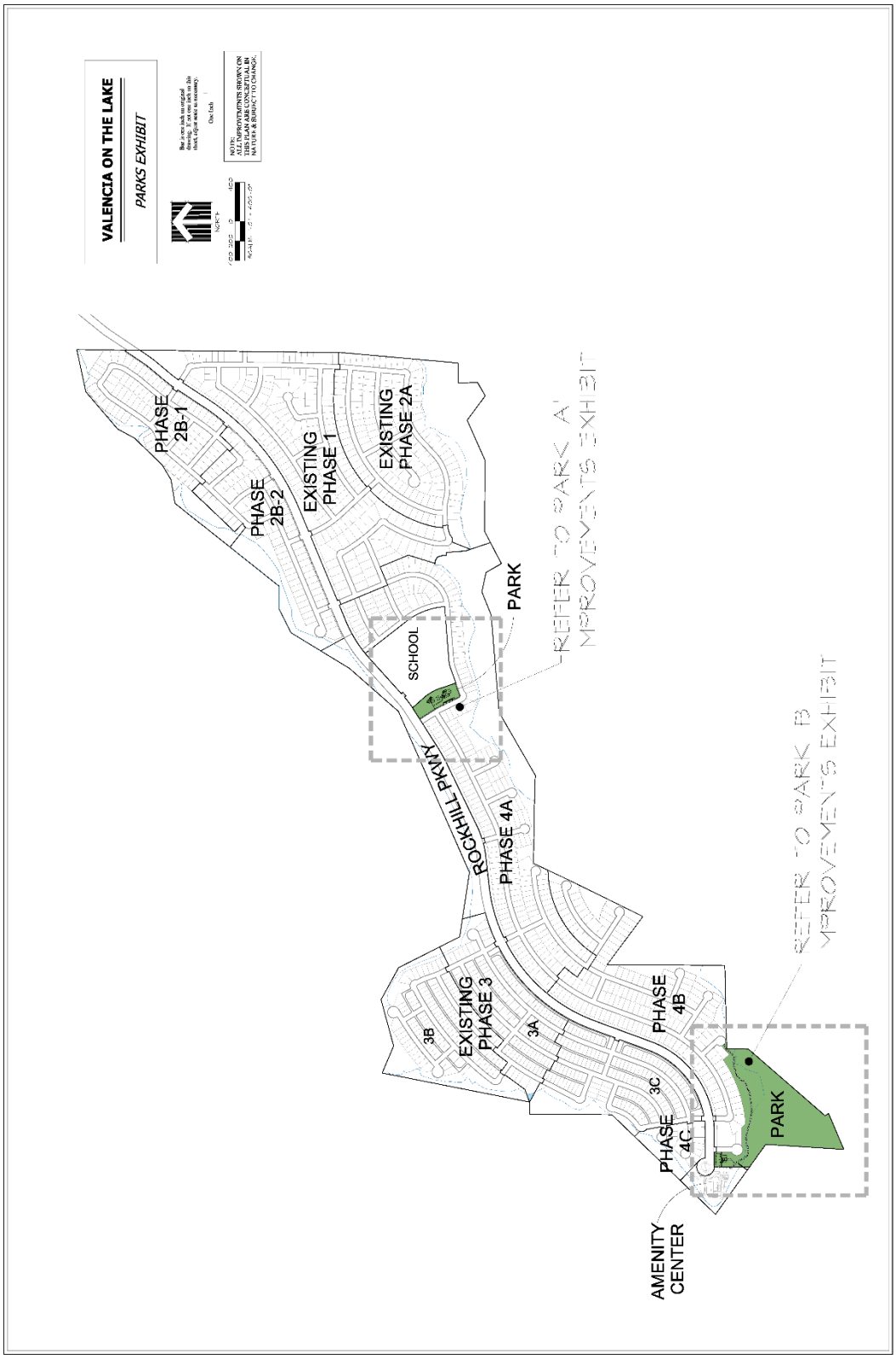
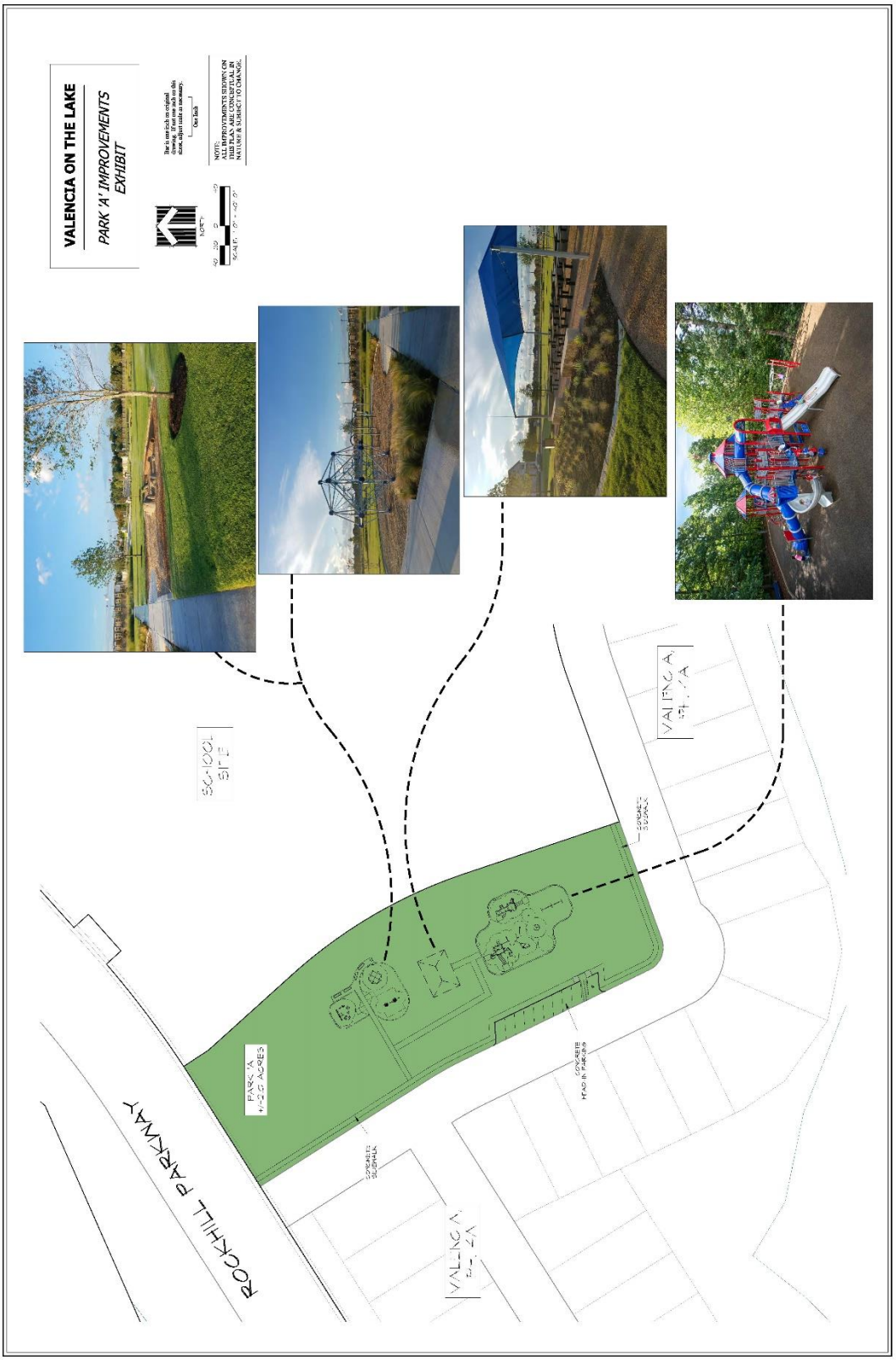


EXHIBIT E
PHASE 2B-1
PHASE 2B-2
EXISTING PHASE 1
EXISTING PHASE 2A
SCHOOL
ROCKHILL PKWY
PHASE 4A
PARK A 2.0± ac
3B
EXISTING PHASE 3
3A
3C
PHASE 4B
AMENITY CENTER
PHASE 4C
PARK B 10.0± ac
- EXISTING RECREATIONAL PARKING AREA
- FUTURE RECREATIONAL PARKING AREA
BARRAZA CONSULTING GROUP, LLC
VALENCIA ON THE LAKES - PARK PLAN
TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS

EXHIBIT E-2

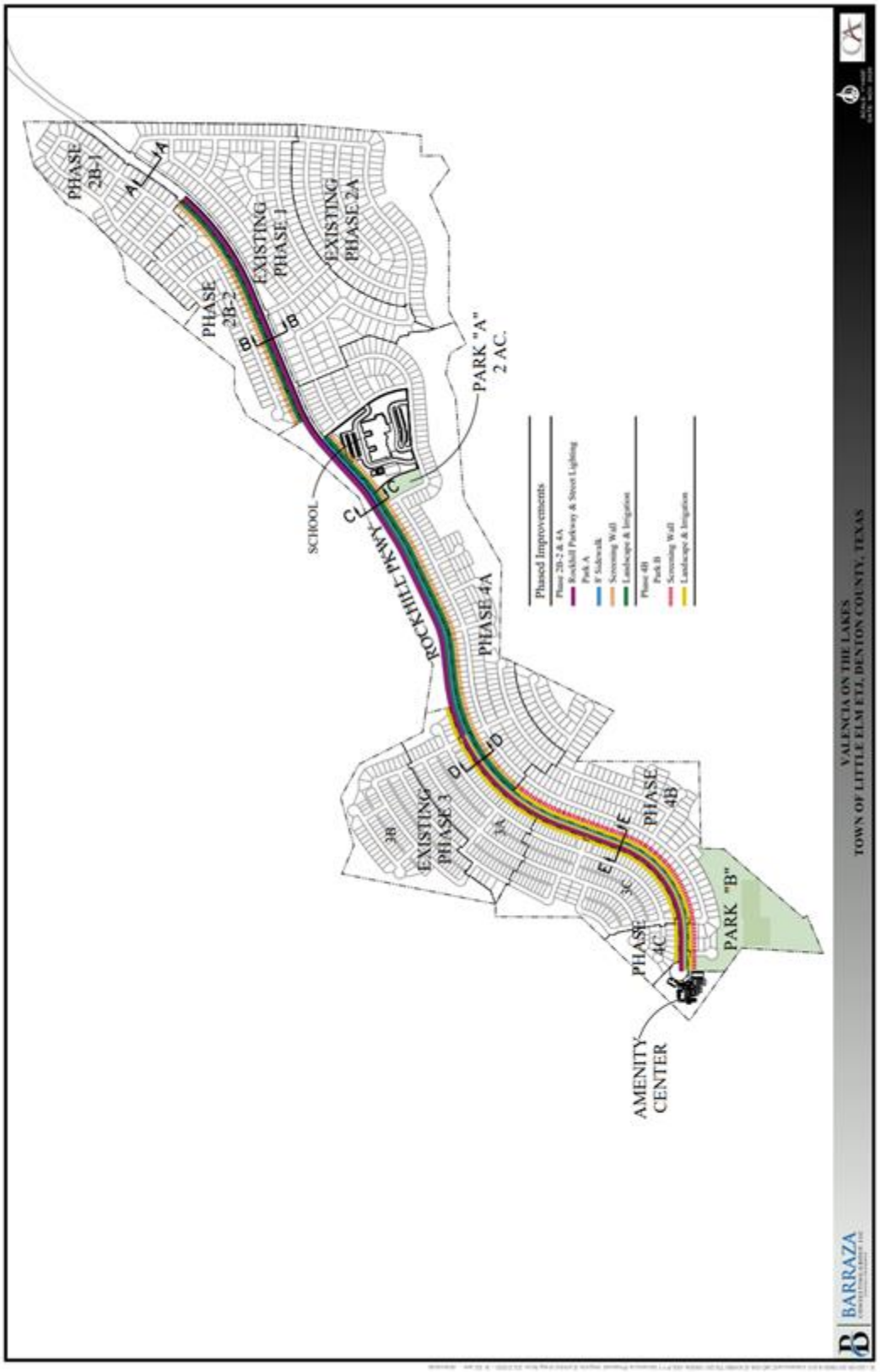

Existing 10' Concrete Trail
Existing 8' Concrete Sidewalk
Existing Temp. Doe Creek Trail
PHASE 2B-1
PHASE 2B-2
EXISTING PHASE 1
EXISTING PHASE 2A
SCHOOL
3B
EXISTING PHASE 3
3A
ROCKHILL PKWY
PHASE 4A
Park A 2.0± Ac.
AMENITY CENTER
PHASE 4C
3C
PHASE 4B
Park B 10± Ac.
Future 10' Concrete Trail
Future 8' Concrete Sidewalk
BARRAZA CONSULTING GROUP, LLC
VALENCIA ON THE LAKES - PARK PLAN
TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS

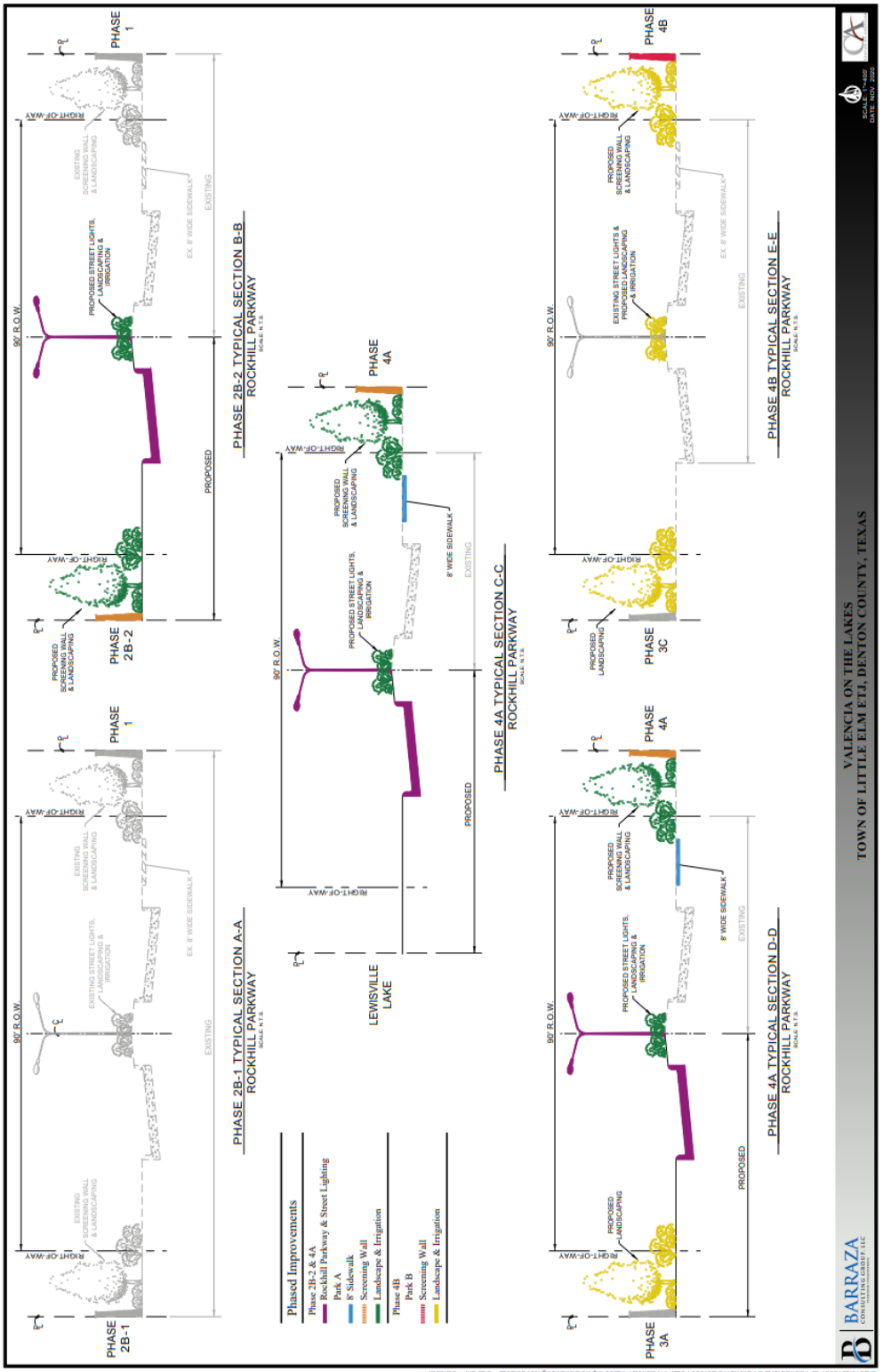

VALENCIA ON THE LAKE
PARKS EXHIBIT
PHASE 2B-1
PHASE 2B-2
EXISTING PHASE 1
EXISTING PHASE 2A
SCHOOL
PARK
REFER TO PARK 'A' IMPROVEMENTS EXHIBIT
ROCKHILL PKWY
PHASE 4A
EXISTING PHASE 3
3B
3A
PHASE 4B
3C
PHASE 4C
AMENITY CENTER
PARK
REFER TO PARK 'B' IMPROVEMENTS EXHIBIT


VALENCIA ON THE LAKE
PARK 'A' IMPROVEMENTS EXHIBIT
NOTE:
ALL IMPROVEMENTS SHOWN ON THIS PLAN ARE CONCEPTUAL IN NATURE & SUBJECT TO CHANGE.
SCHOOL SITE
PARK 'A' +/- 2.7 ACRES
CONCRETE SIDEWALK
CONCRETE HEAVY DUTY PAVEMENT
ROCKHILL PARKWAY
VALENCIA

VALENCIA ON THE LAKE
PARK 'B' IMPROVEMENTS EXHIBIT
NOTE:
ALL IMPROVEMENTS SHOWN ON THIS PLAN ARE CONCEPTUAL IN NATURE & SUBJECT TO CHANGE
ROCKHILL PARKWAY
PARK B
+/- 6.0 ACRES
LAKE
VALENCIA
DR

EXHIBIT J – INFRASTRUCTURE PHASING, PAGE 1 OF 2




PHASE 2B-1 TYPICAL SECTION A-A
ROCKHILL PARKWAY
PHASE 2B-2 TYPICAL SECTION B-B
ROCKHILL PARKWAY
PHASE 4A TYPICAL SECTION C-C
ROCKHILL PARKWAY
PHASE 4B TYPICAL SECTION E-E
ROCKHILL PARKWAY
PHASE 4A TYPICAL SECTION D-D
ROCKHILL PARKWAY
Phased Improvements
Phase 2B-2 & 4A
Rockhill Parkway & Street Lighting
Park A
8' Sidewalk
Screening Wall
Landscape & Irrigation
Phase 4B
Park B
Screening Wall
Landscape & Irrigation
LEWISVILLE LAKE
VALENCIA ON THE LAKES
TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS
BARRAZA
CONSULTING GROUP, LLC

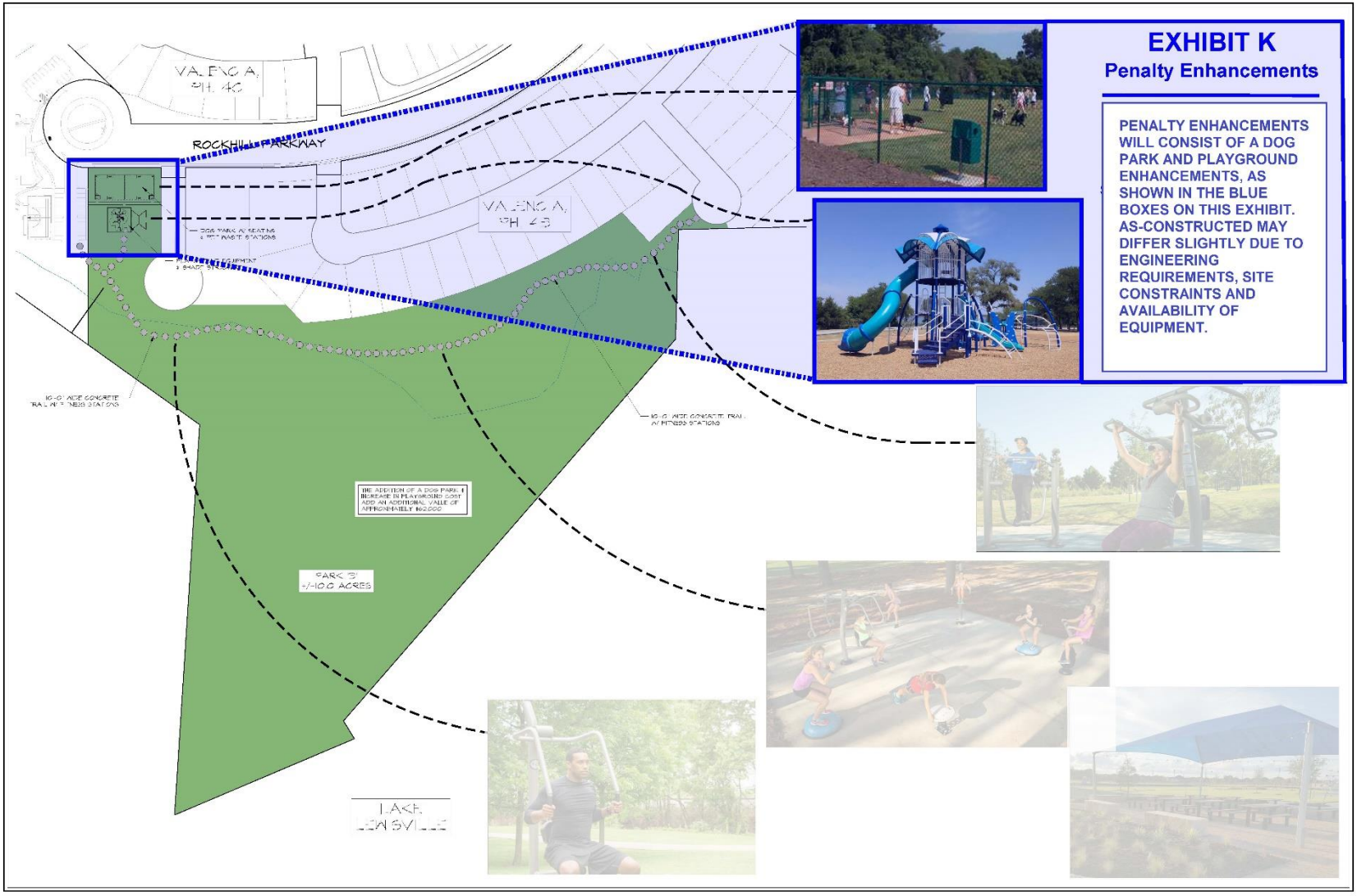


EXHIBIT K
Penalty Enhancements
PENALTY ENHANCEMENTS WILL CONSIST OF A DOG PARK AND PLAYGROUND ENHANCEMENTS, AS SHOWN IN THE BLUE BOXES ON THIS EXHIBIT. AS-CONSTRUCTED MAY DIFFER SLIGHTLY DUE TO ENGINEERING REQUIREMENTS, SITE CONSTRAINTS AND AVAILABILITY OF EQUIPMENT.
VALENCIA PH 4C
ROCKHILL PARKWAY
VALENCIA PH 4B
PARK 3
+/-10.0 ACRES
LAKE LEWISVILLE

EXHIBIT L – ACKNOWLEDGEMENT OF RESOLUTION OF PENALTY

Due to Owner's completion of the Penalty Enhancements, the Town acknowledges that Invoice No. "Valencia Ph 2 Amenity Center," dated October 19, 2019, and totaling $62,000, has been fully paid and satisfied, and that no additional payment is required.

TOWN OF LITTLE ELM
By: _____
Name:_____
Title: _____
Date: _____

Valencia Timeline:

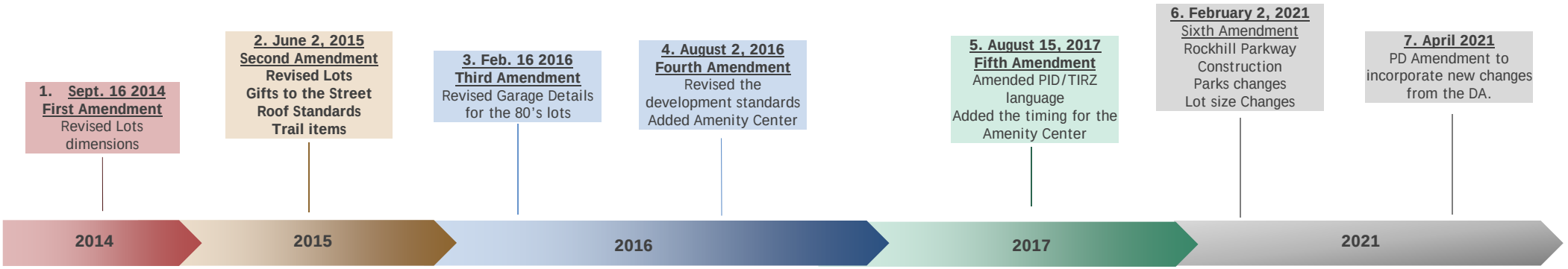


EXHIBIT D
CONCEPT PLAN

Existing Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 1		62.4
60'x 120' Lot	169	
80'x 135' Lot	41	
Total Lots	210	
Phase 2A		51.9
60'x 120' Lot	154	
Total Lots	154	
Phase 3		80.7
3A 40'x 100' Lot	126	24.2
3A 50'x 115' Lot	14	
3B 40'x 100' Lot	118	28.5
3B 50'x 115' Lot	21	
3C 40'x 100' Lot	142	28.0
3C 50'x 115' Lot	8	
Total Lots	429	

Phase 2B - Amendment No. 4

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B 60'x 120' Lot	175	
Total Lots	175	

Proposed Phase 2B - Amendment No. 6

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B-1 60'x 120' Lot	89	28.8
2B-2 60'x 120' Lot	90	28.9
Total Lots	179	

Phase 4 - Amendment No. 4

Future Phases

DATA TABLE

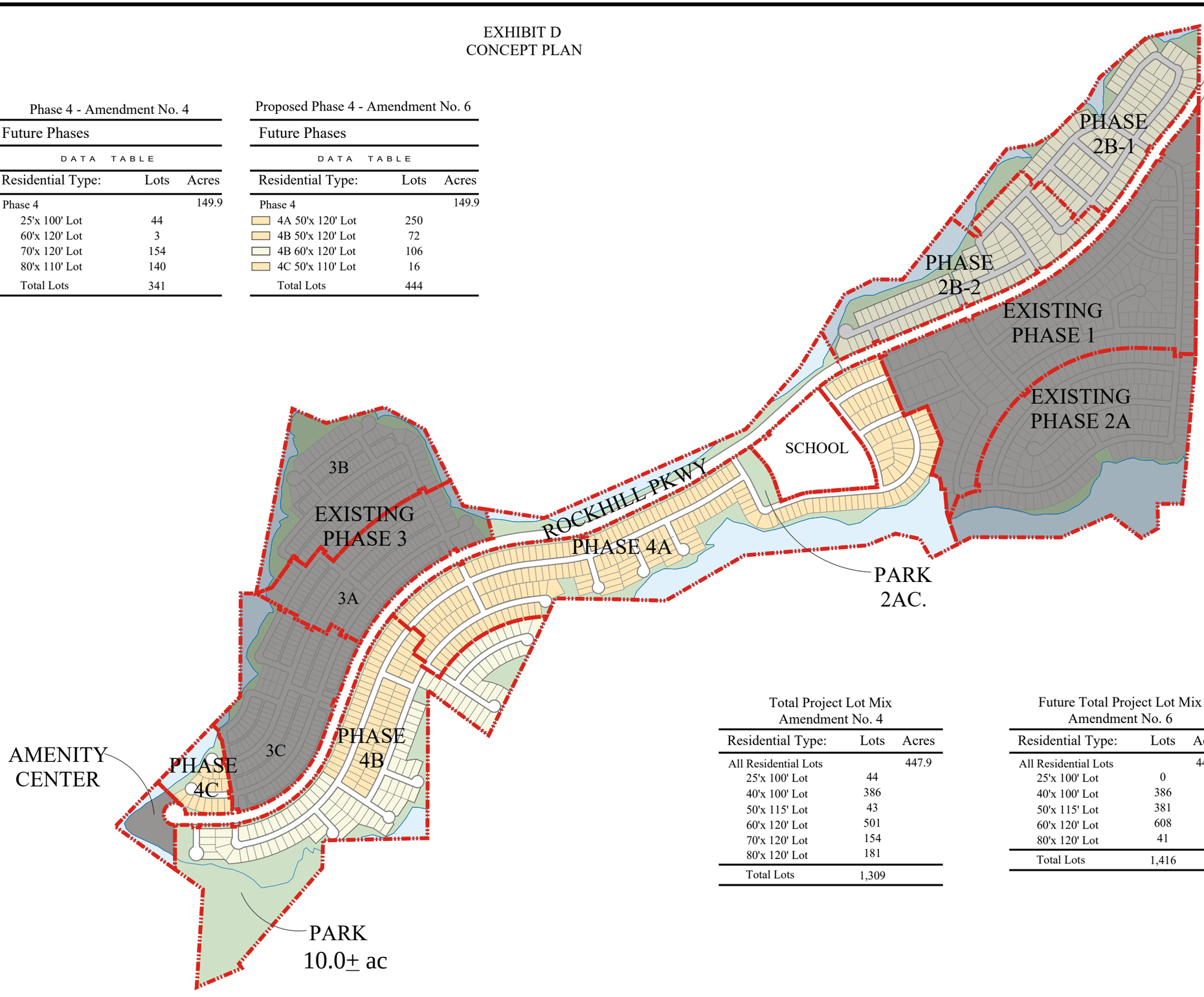
Residential Type:	Lots	Acres
Phase 4		149.9
25'x 100' Lot	44	
60'x 120' Lot	3	
70'x 120' Lot	154	
80'x 110' Lot	140	
Total Lots	341	

Proposed Phase 4 - Amendment No. 6

Future Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 4		149.9
4A 50'x 120' Lot	250	
4B 50'x 120' Lot	72	
4B 60'x 120' Lot	106	
4C 50'x 110' Lot	16	
Total Lots	444	



Total Project Lot Mix Amendment No. 4

Residential Type:	Lots	Acres
All Residential Lots		447.9
25'x 100' Lot	44	
40'x 100' Lot	386	
50'x 115' Lot	43	
60'x 120' Lot	501	
70'x 120' Lot	154	
80'x 120' Lot	181	
Total Lots	1,309	

Future Total Project Lot Mix Amendment No. 6

Residential Type:	Lots	Acres
All Residential Lots		447.9
25'x 100' Lot	0	
40'x 100' Lot	386	
50'x 115' Lot	381	
60'x 120' Lot	608	
80'x 120' Lot	41	
Total Lots	1,416	

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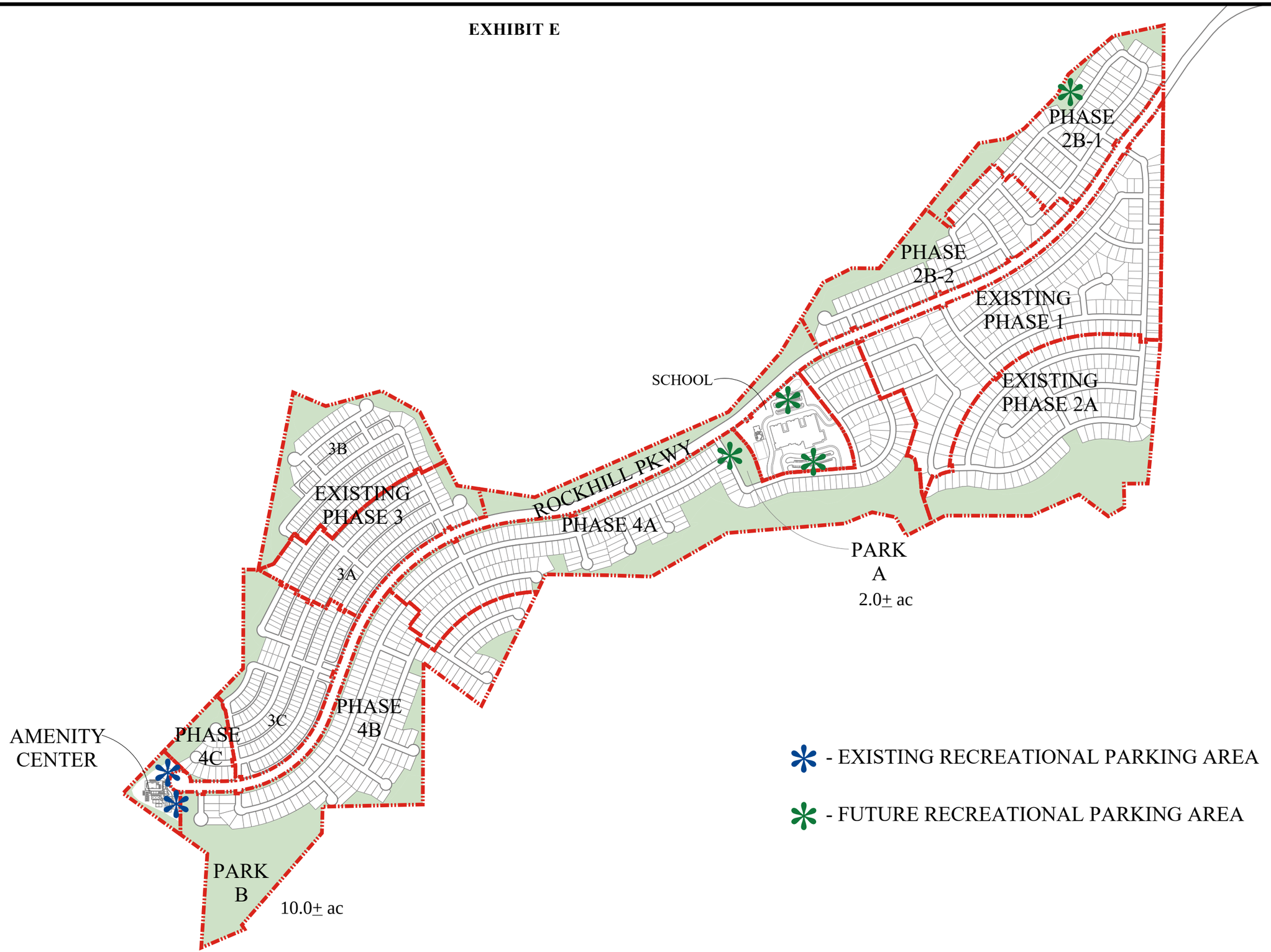
EXHIBIT E



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BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

VALENCIA ON THE LAKES - PARK PLAN
TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS

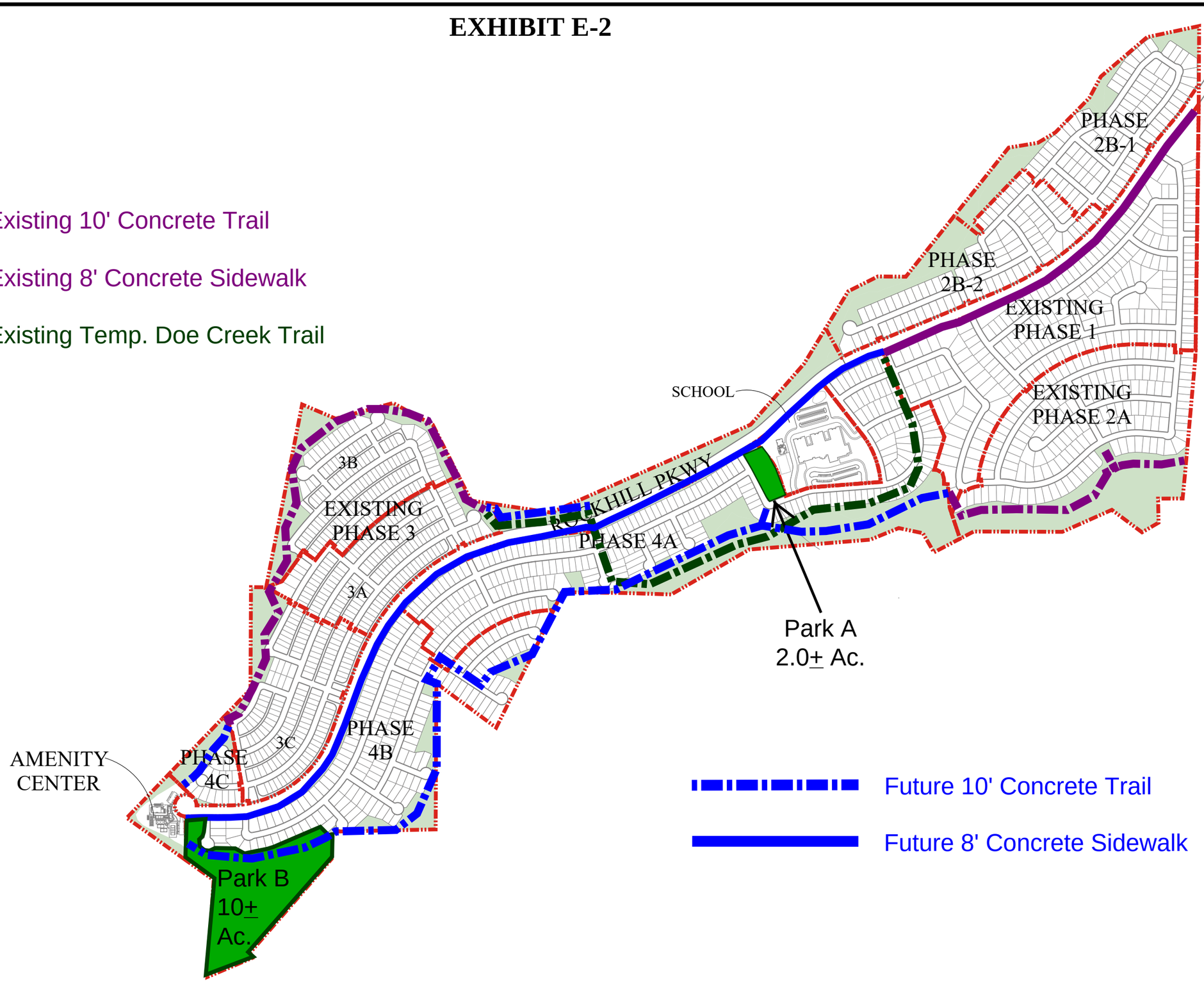
SCALE: 1"=400'
DATE: OCT. 2020

EXHIBIT E-2

Existing 10' Concrete Trail

Existing 8' Concrete Sidewalk

Existing Temp. Doe Creek Trail



Future 10' Concrete Trail

Future 8' Concrete Sidewalk

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BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

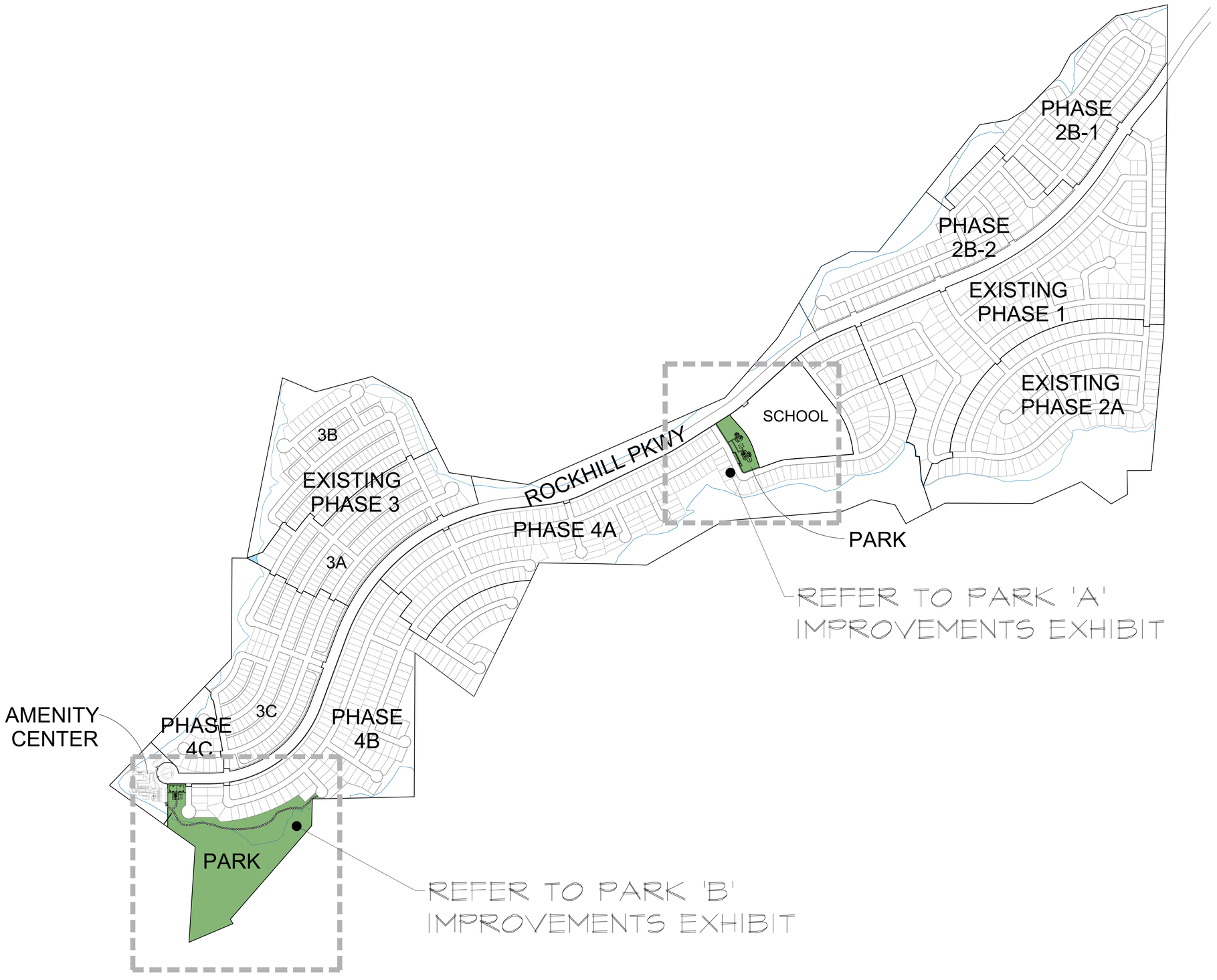
VALENCIA ON THE LAKES - PARK PLAN
TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=400'
DATE: OCT. 2020

CENTURION AMERICAN

VALENCIA ON THE LAKE

PARKS EXHIBIT



NORTH

400 200 0 400

SCALE: 1"-0" = 400'-0"

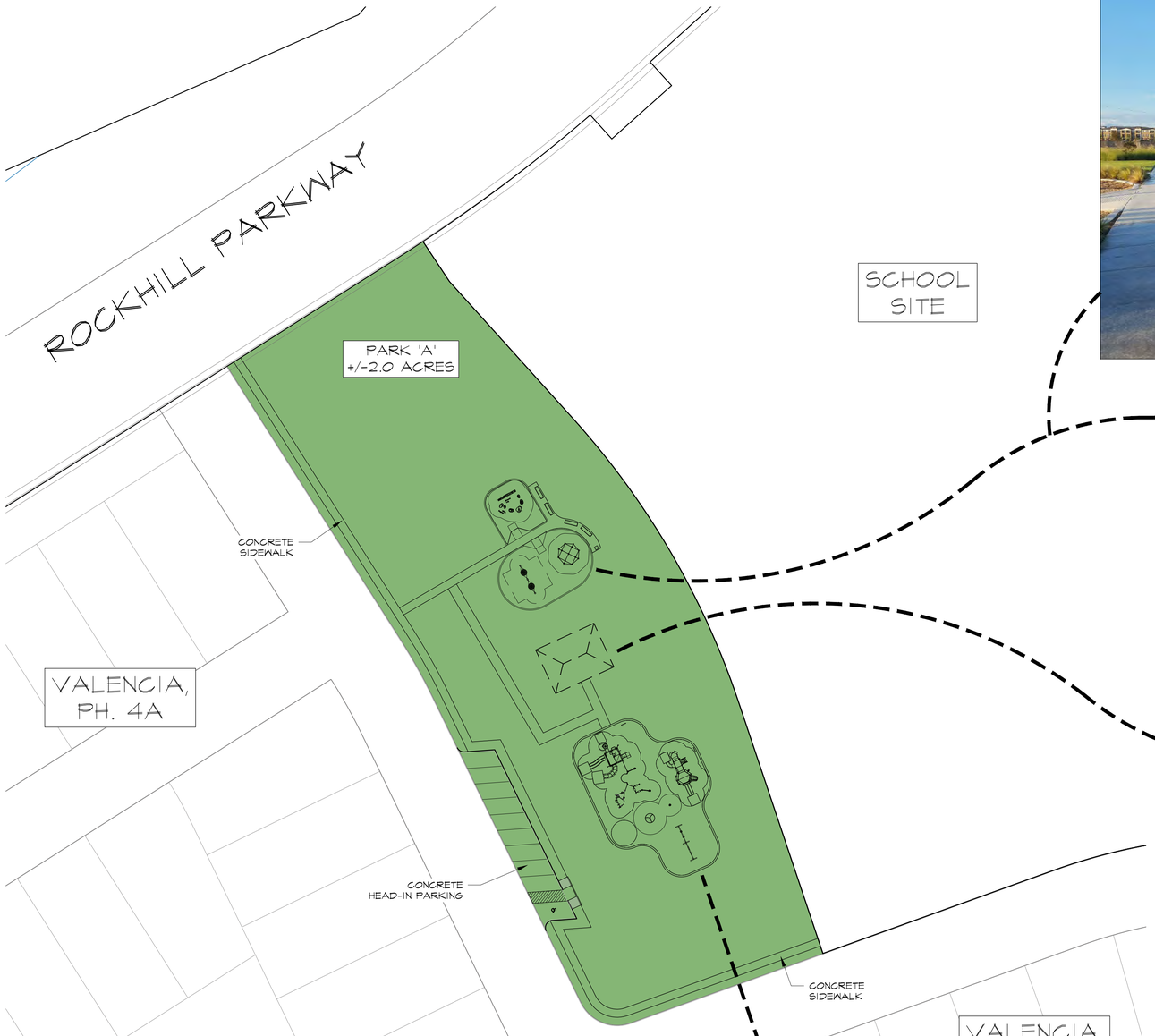
Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

NOTE:
ALL IMPROVEMENTS SHOWN ON THIS PLAN ARE CONCEPTUAL IN NATURE & SUBJECT TO CHANGE.

VALENCIA ON THE LAKE

PARK 'A' IMPROVEMENTS EXHIBIT



NORTH

40 20 0 40

SCALE: 1"-0" = 40'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

NOTE:
ALL IMPROVEMENTS SHOWN ON THIS PLAN ARE CONCEPTUAL IN NATURE & SUBJECT TO CHANGE.

VALENCIA ON THE LAKE

PARK 'B' IMPROVEMENTS EXHIBIT

VALENCIA, PH. 4C

ROCKHILL PARKWAY

VALENCIA, PH. 4B

DOG PARK W/ SEATING & PET WASTE STATIONS

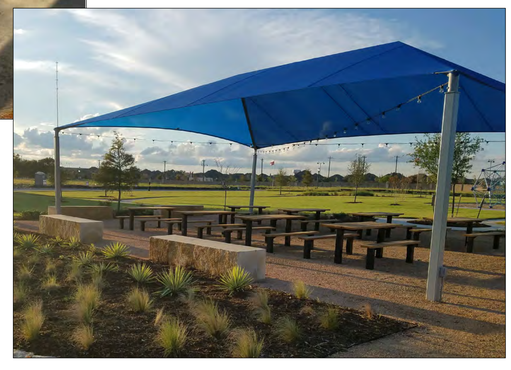
PLAYGROUND EQUIPMENT & SHADE STRUCTURE

10'-0" WIDE CONCRETE TRAIL W/ FITNESS STATIONS

10'-0" WIDE CONCRETE TRAIL W/ FITNESS STATIONS

PARK 'B'
+/-10.0 ACRES

LAKE LEWISVILLE



NORTH

80 40 0 80

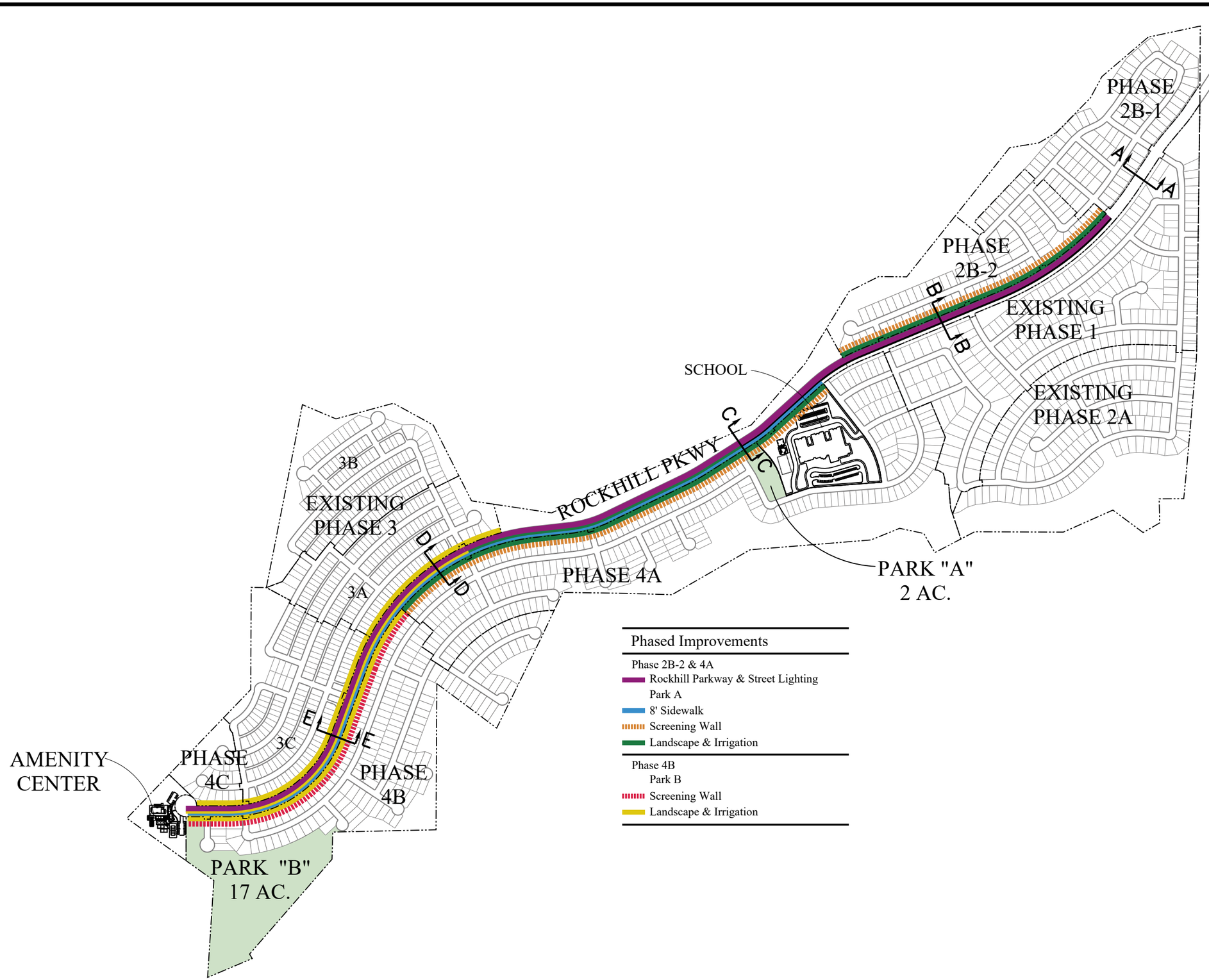
SCALE: 1"-0" = 80'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

NOTE:
ALL IMPROVEMENTS SHOWN ON THIS PLAN ARE CONCEPTUAL IN NATURE & SUBJECT TO CHANGE.

THE ADDITION OF A DOG PARK & INCREASE IN PLAYGROUND COST ADD AN ADDITIONAL VALUE OF APPROXIMATELY $62,000



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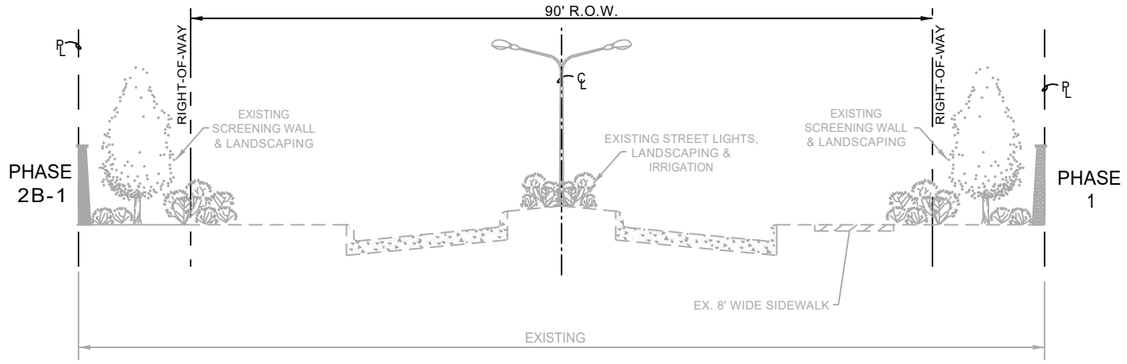
BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

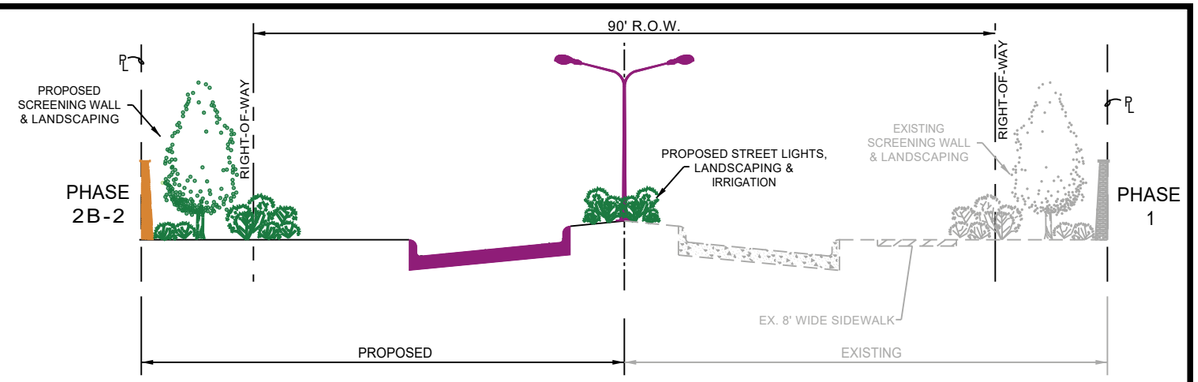
VALENCIA ON THE LAKES
TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=400'
DATE: NOV. 2020

CENTURION AMERICAN



PHASE 2B-1 TYPICAL SECTION A-A
ROCKHILL PARKWAY
SCALE: N.T.S.

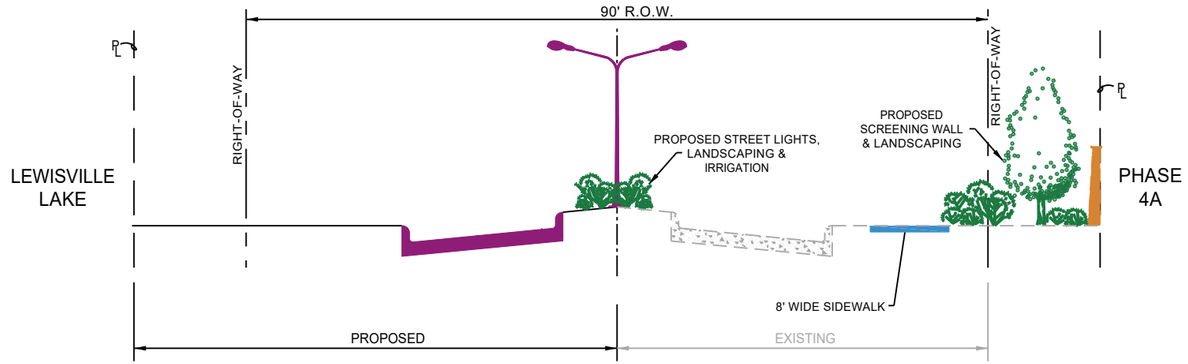


PHASE 2B-2 TYPICAL SECTION B-B
ROCKHILL PARKWAY
SCALE: N.T.S.

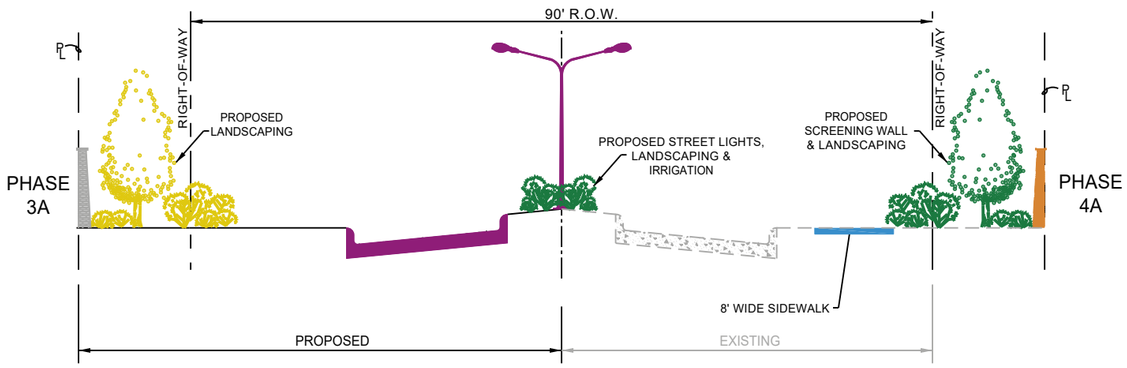
Phased Improvements

Phase 2B-2 & 4A
- Rockhill Parkway & Street Lighting
- Park A
- 8' Sidewalk
- Screening Wall
- Landscape & Irrigation

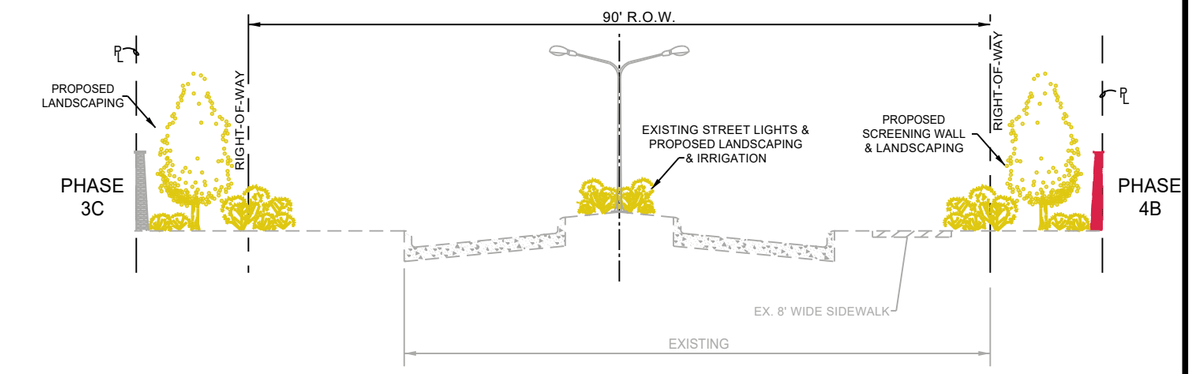
Phase 4B
- Park B
- Screening Wall
- Landscape & Irrigation



PHASE 4A TYPICAL SECTION C-C
ROCKHILL PARKWAY
SCALE: N.T.S.



PHASE 4A TYPICAL SECTION D-D
ROCKHILL PARKWAY
SCALE: N.T.S.



PHASE 4B TYPICAL SECTION E-E
ROCKHILL PARKWAY
SCALE: N.T.S.

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BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

VALENCIA ON THE LAKES
TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS

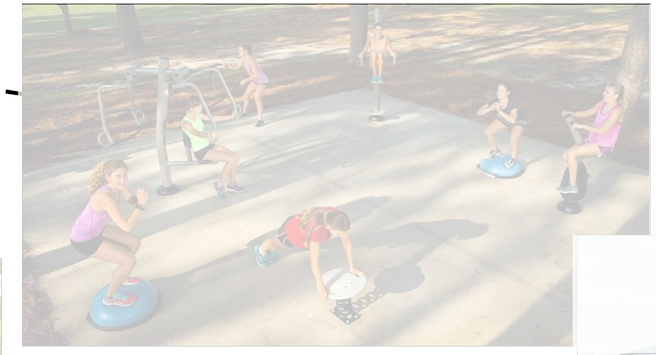
SCALE: 1"=400'
DATE: NOV. 2020

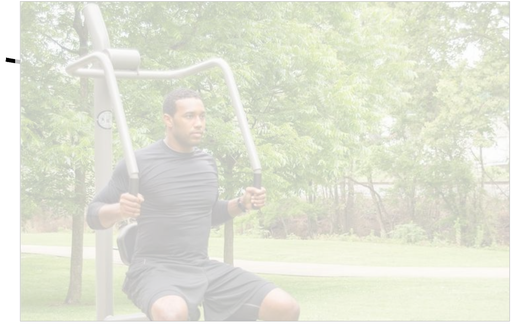
CENTURION AMERICAN

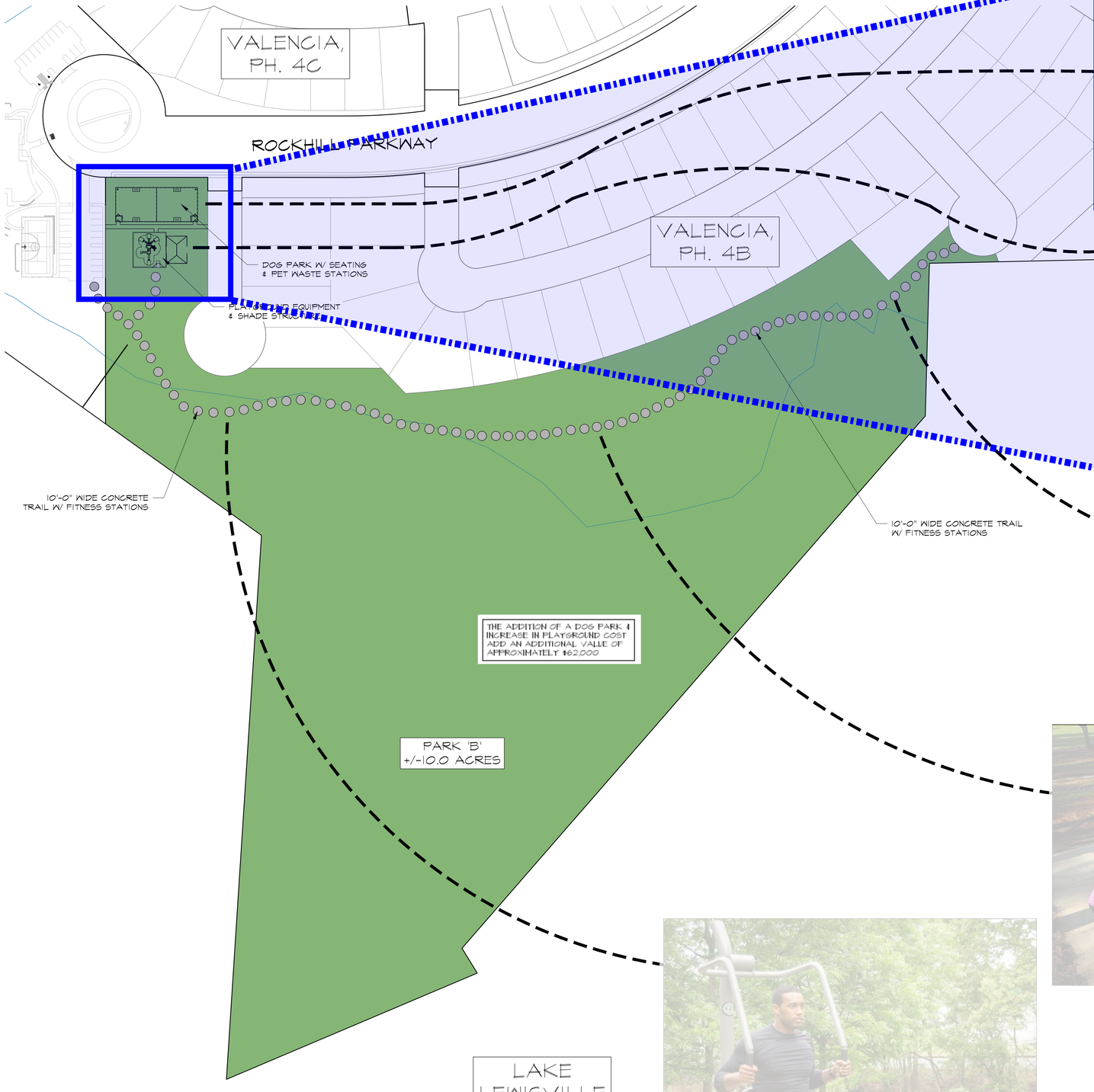
EXHIBIT K

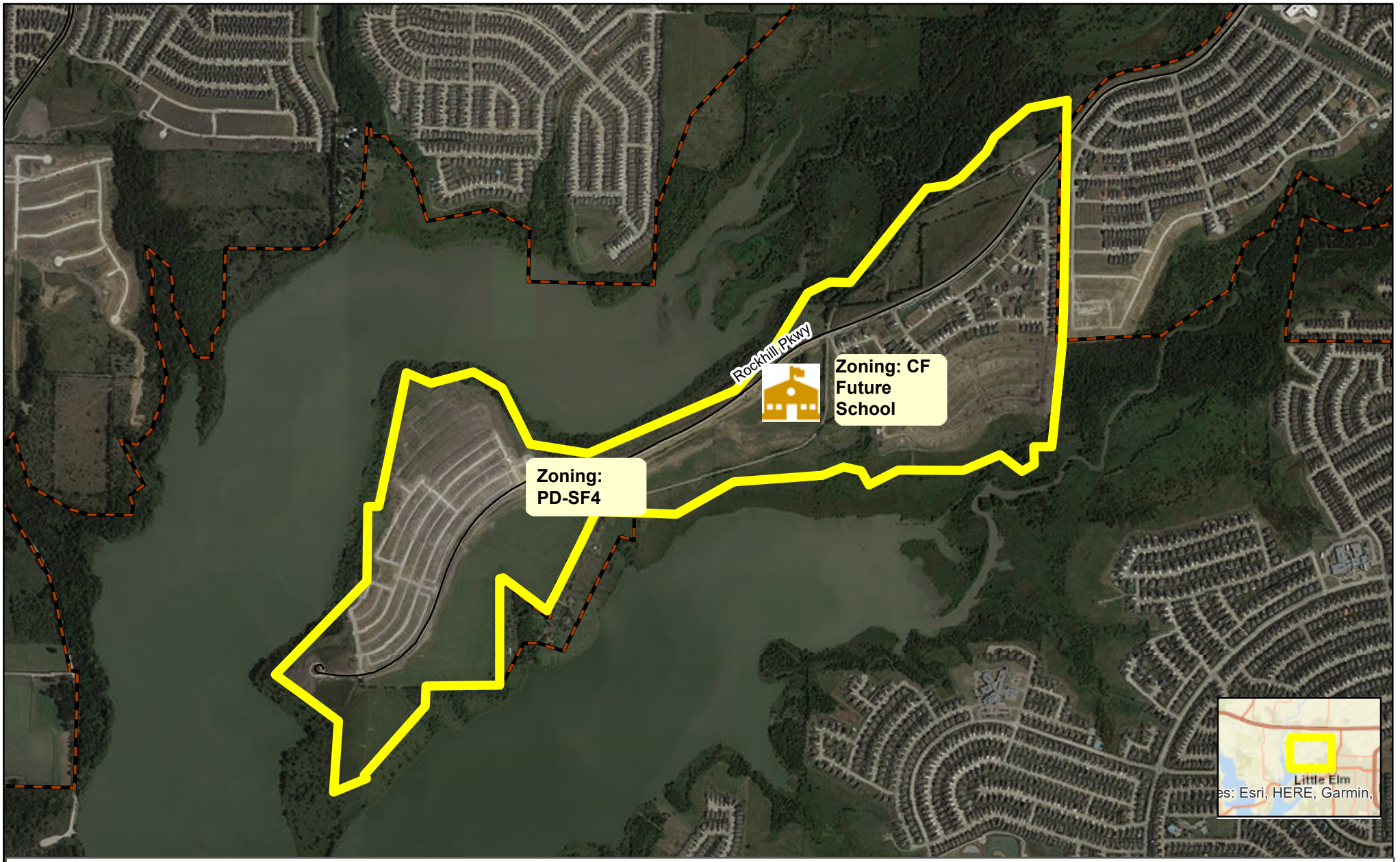
Penalty Enhancements

PENALTY ENHANCEMENTS WILL CONSIST OF A DOG PARK AND PLAYGROUND ENHANCEMENTS, AS SHOWN IN THE BLUE BOXES ON THIS EXHIBIT. AS-CONSTRUCTED MAY DIFFER SLIGHTLY DUE TO ENGINEERING REQUIREMENTS, SITE CONSTRAINTS AND AVAILABILITY OF EQUIPMENT.









LITTLE ELM

Valencia on the Lake Exhibit

Town of Little Elm
Denton County, Tx
Date: 1/27/2021

0 0.2 0.4 Miles

N

Location Map

Legend

- Subject Property
- Town Limits

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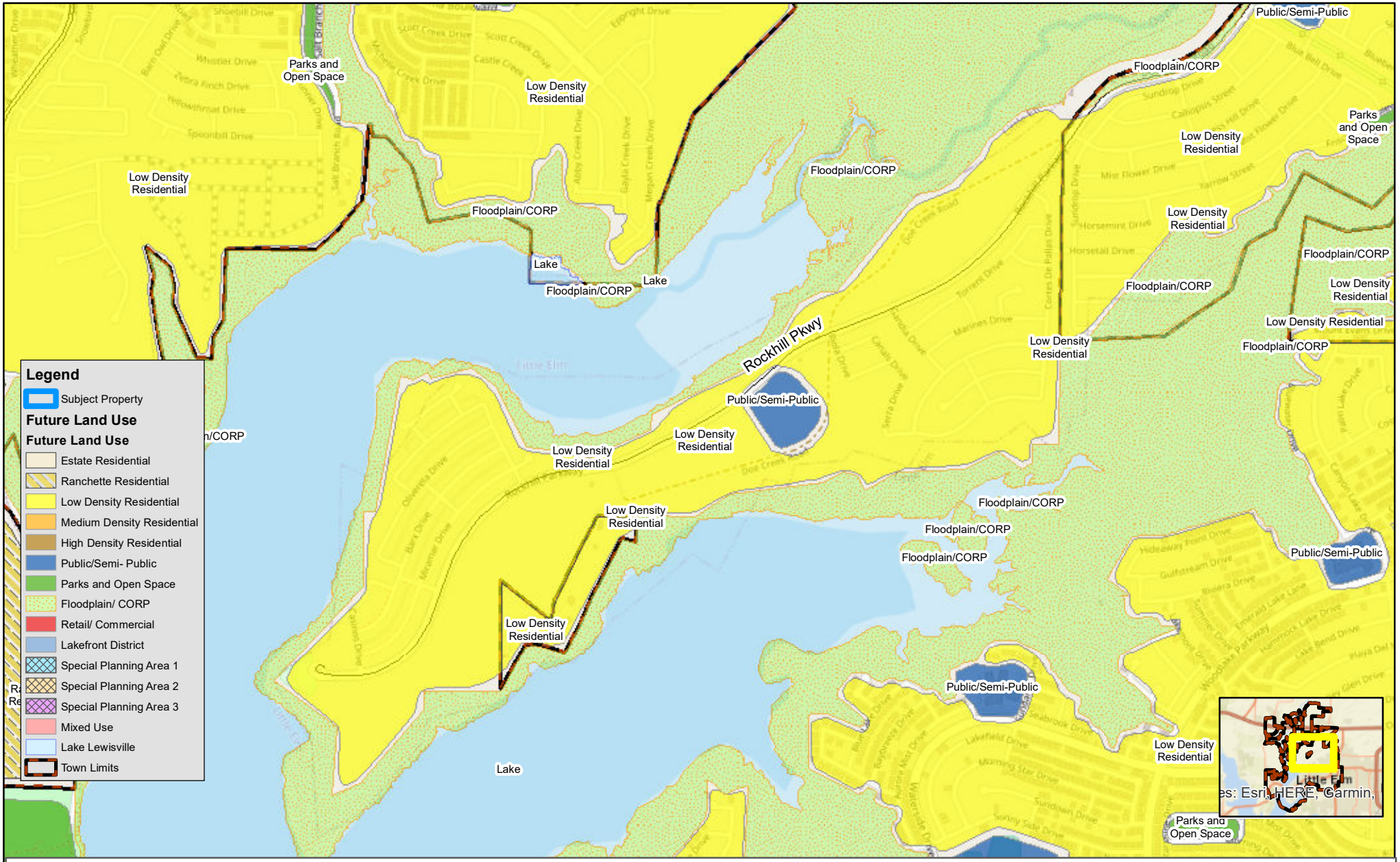
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Valencia on the Lake Future Land Use Exhibit

Location Map

LITTLE ELM

Town of Little Elm
Denton County, Tx
Date: 1/27/2021

0 0.2 0.4 Miles

N

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