



WORKSHOP & REGULAR MEETING OF THE TOWN COUNCIL

**Tuesday, March 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 March 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/99059988759>
- To view the live stream meeting, click <https://www.littleelm.org/1258/Agendas-Minutes-Video>

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

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

A. Invocation.

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- C. Items to be Withdrawn from Consent Agenda.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

3. **Workshop.**

- A. Present and Discuss an **Update on the 2021 Resident Survey.**
- B. Present and Discuss the **Recreation Center Rebrand and Logo.**
- C. Present and Discuss the **2020 Magic of Lights Event.**

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 February 16, 2021, Regular Town Council Meeting.
- B. Consider Action to Accept the Little Elm Police Department's 2020 Racial Profiling Report.
- C. Consider Action to Approve a Contract with Freese and Nichols to Prepare the Risk Assessment and Emergency Response Plan on the Water Infrastructure and Authorize the City Manager to Sign the Contract for an Amount Not to Exceed \$89,840.
- D. Consider Action to Approve Resolution No. 0302202101 for a Green Ribbon Program Project Advance Funding Agreement between the Town of Little Elm and the State of Texas regarding Landscaping Improvements along FM 423.

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.
- B. Hold a Public Hearing, Present, Discussion, and Consider Action on Proposed Text Amendments to Section 106.01.14 (Land Use Definitions) of the Town's Zoning Ordinance.
- C. Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1602 for a Request to Amend the Knotting Hill Planned Development (Planned Development No. 1362) on Approximately 4.89 acres of Land Zoned Planned Development-Single Family District Ranchette Estates (PD-A-RE) to Allow for the Use of an Event Center with Modified Development Standards, Generally Located on the West Side of Eldorado Parkway, Approximately 271 feet north of Cardinal Ridge Lane, within Little Elm's Town Limits.
- D. Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1603 for a Town-initiated Request to Rezone Approximately 5.3 Acres of Land from Lakefront (LF) to Planned Development-Lakefront (PD-LF) to Allow for the Use of a Religious Facility and Future Residential with Modified Development Standards.

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

- A. Present, Discuss, and Consider Action on a Development Agreement between the Town of Little Elm and the Button United Memorial Methodist Church.

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 25th day of February 2021 before 5:00 p.m.



Town Council Meeting

Date: 03/02/2021
Agenda Item #: 3. A.
Department: Administrative Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present and Discuss an **Update on the 2021 Resident Survey.**

DESCRIPTION:

The Town of Little Elm is contracting with Polco, an online community engagement polling platform, to conduct a resident satisfaction survey this spring. A sample size of 2,700 households has been identified throughout the Town to participate in this survey. Residents will be notified in late February and will have until April 14 to complete the survey. Residents who are not selected to participate will be able to complete the survey through a link published on our social media sites in late March.

The final report will be available in mid-May.

BUDGET IMPACT:

The total cost for this service is \$15,615 and is budgeted for in the General Fund operating budget.

RECOMMENDED ACTION:

Information only, no action required.



Town Council Meeting

Date: 03/02/2021
Agenda Item #: 3. B.
Department: Community Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Present and Discuss the **Recreation Center Rebrand and Logo.**

DESCRIPTION:

When The Lakefront at Little Elm™ was conceptualized, the project's vision was to develop a destination district unlike any other in the North Texas Region.

Building on our unique amenities, the Town added infrastructure such as the expansion of Little Elm Beach, the Lakefront Trail, and one-of-kind restaurants and recreation amenities like Hula Hut and Hydrous Cable Wakeboarding Park.

The Town also moved to brand and promote The Lakefront™ District with a distinct logo. This logo contributes to The Lakefront brand recognition and is used on signage, banners, social media, and at events and has contributed to increased awareness of The Lakefront and its success year after year.

With the opening of the aquatic park in The Lakefront, staff felt that the facility also needed a distinct and recognizable brand to increase awareness and drive interest in the facility both in Little Elm and across the North Texas region. The facility was branded as The Cove at The Lakefront™ and contributes to the recognition of The Lakefront District brand as a whole.

In keeping with the desire to bolster brand awareness of The Lakefront District, staff recommends that the existing Little Elm Community Recreation Center be rebranded to "The Rec at The Lakefront" and a distinct logo for the facility be approved.

Staff recognizes that defining a distinct brand is a critical part of any business's success and that increasing awareness of the facility will drive interest in stakeholders regarding memberships, benefits, and programming, as well facilitate increased interest in The Lakefront District and its amenities, events and businesses, as well as draw visitors to The Cove.

The Marketing & Communications Department has worked with the graphic designer who

developed the logos for both The Lakefront™ District and The Cove at the Lakefront to create the attached options for the Recreation Center logo. Doing so allowed us to maintain consistency with design and branding.

Staff is requesting direction from Town Council on the logo options attached to this item.

BUDGET IMPACT:

Costs associated with the rebranding will be budgeted for and phased in, including uniforms, signage, marketing materials, and swag.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Attachments

Rec logo images

Staff Recommendation:



Other Files for Consideration:



THE REC
AT THE LAKEFRONT™



THE
COVE
AT THE LAKEFRONT™



THE REC
AT THE LAKEFRONT™



THE
COVE
AT THE LAKEFRONT™



THE
REC
AT THE LAKEFRONT™



THE
COVE
AT THE LAKEFRONT™



Town Council Meeting

Date: 03/02/2021
Agenda Item #: 3. C.
Department: Community Services
Strategic Goal: Maximize community recreation and leisure activities
Staff Contact: Chad Hyde, Director of Community Services

AGENDA ITEM:

Present and Discuss the **2020 Magic of Lights Event.**

DESCRIPTION:

Staff will be giving a presentation to Town Council with a recap of the 2020 Magic of Lights event that was held in Little Elm Park. The presentation will cover sales, economic impact, marketing, and financials.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.



Town Council Meeting

Date: 03/02/2021
Agenda Item #: 6. A.
Department: Administrative Services
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the Minutes from the February 16, 2021, Regular Town Council Meeting.

DESCRIPTION:

The minutes from the regular Town Council meeting on February 16, 2021, are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - February 16, 2021 Meeting

DRAFT

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 FEBRUARY 16, 2021 - 6:00 p.m.

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

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Fred Gibbs, Director of Development Services; Jennette Espinosa, EDC Executive Director; Robert Brown, Town Attorney; 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 February 16, 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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Individuals who wish to speak directly to Town Council may fill out the form below. Forms received prior to the meeting will be recorded and read into the record:

<https://www.littleelm.org/FormCenter/Administration-5/LE-Town-Council-Presentation-and-Announc-87>

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

Council meeting was called to order at 6:02 p.m., proceeding directly to the Regular Agenda.

A. Invocation.

This item was skipped due to inclement weather.

B. Items to be Withdrawn from Consent Agenda.

This item was skipped due to inclement weather.

- C. Emergency Items if Posted.

This item was skipped due to inclement weather.

- D. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

This item was skipped due to inclement weather.

- E. Presentation of Monthly Updates.

Town Manager Matt Mueller gave an update on the Town's response during the inclement weather the area is experiencing. He stated that the EOC has been activated since Sunday at noon.

- F. 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 an Update on the 2021 Resident Survey.

This item was skipped due to inclement weather.

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 Mayor Pro Tem Neil Blais, seconded by Council Member Lisa Norman **to approve the Consent Agenda.**

Vote: 6 - 0 - Unanimously

Council Member Musteen had dropped off of the call due to rolling power outages in the area.

- A. Consider Action to Approve the Minutes from the February 2, 2021, Regular Town Council Meeting.
- B. Consider Action to Approve Resolution No. 0216202101 for the Submission of a Grant Application to the Office of the Governor for a 3D Laser Scanner for Fiscal Year 2021.
- C. Consider Action to Approve the First Amendment to Ground Lease Purchase Agreement and HUD Addendum for Certain Multi-Family Property in Little Elm, Denton County, Texas, and the HUD Addendum.
- D. Consider Action to Approve Resolution 0216202103 of the Town of Little Elm Determining the Costs of Certain Authorized Improvements to be Financed by the Spiritas Ranch Public Improvement District, Calling for a Public Hearing for March 16, 2021.
- E. Consider Action to Award a Construction Contract to GRod Construction for Repairs to the McCord Trail and Wastewater System near the Kings Crossing Subdivision in an amount not to exceed \$188,630.

7. Public Hearings.

- A. Hold a Public Hearing, Present, Discussion, and Consider Action on Proposed Text Amendments to Section 106.01.14 (Land Use Definitions) of the Town's Zoning Ordinance.

Motion by Council Member Curtis Cornelious, seconded by Council Member Lisa Norman *to table this item to the March 2, 2021 meeting.*

Vote: 5 - 0 - Unanimously

Council Member Musteen and Council Member Singh had dropped off of the call due to rolling power outages in the area.

- B. 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.

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Curtis Cornelious *to table this item until the March 2, 2021 meeting.*

Vote: 5 - 0 - Unanimously

Council Member Musteen and Council Member Singh had dropped off of the call due to rolling power outages in the area.

8. Reports and Requests for Town Council Consideration.

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.

There was no executive session.

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.
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- 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.

Meeting was adjourned at 6:23 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 2nd day of March 2021



Town Council Meeting

Date: 03/02/2021
Agenda Item #: 6. B.
Department: Administrative Services
Strategic Goal: Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact: Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Accept the **Little Elm Police Department's 2020 Racial Profiling Report.**

DESCRIPTION:

Article 2.132 (7) of the Texas Code of Criminal Procedure requires the annual reporting to the local governing body of data collected on the race or ethnicity of individuals stopped and issued citations or arrested for traffic violations and whether or not those individuals were searched.

During the 85th Texas Legislative Session, Senate Bill 1849, known as the Sandra Bland Act, was passed and made the Motor Vehicle Contact Search Analysis mandatory for all law enforcement agencies in Texas, effective September 1, 2017.

This report provides information related to data collected from motor vehicles stops in which a citation or warning is issued and to arrests made as a result of those stops, including information such as:

- The race or ethnicity of the individual detained;
- Whether a search was conducted and, if so, whether the detained individual consented to the search; and
- Whether the peace officer knew the race or ethnicity of the individual before detaining them.

The conclusion of the report is that there were no allegations of Racial Profiling in 2020 for the Little Elm Police Department and that the department is in compliance with Texas Code of Criminal Procedure Article 2.132.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Report - 2020 Racial Profiling Report



Little Elm Police Department Racial Profiling Report

2020

January 12, 2021

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Texas Code of Criminal Procedure

Article 2.131-2.132

- Prohibits racial profiling by police officers
- Requires implementation of a process by which complaints may be made for racial profiling
- Requires collection of data related to motor vehicle stops resulting in citations and/or arrests:
 - Race of the individual
 - Whether a search was conducted
 - Whether the search was consensual
 - Whether the officer knew the race of the individual being stopped prior to the stop
 - Whether the officer used physical force that resulted in bodily injury during the stop
 - Location and Reason for the stop
- Requires the Chief of Police to submit an annual report to the Texas Commission on Law Enforcement (TCOLE) and the Little Elm City Council

Art. 2.131. RACIAL PROFILING PROHIBITED.

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

- (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.
- (2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- (3) "Race or ethnicity" means the following categories:
 - (A) Alaska native or American Indian;
 - (B) Asian or Pacific Islander;
 - (C) black;
 - (D) white; and
 - (E) Hispanic or Latino.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search;
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by

a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. [3389](#)), Sec. 25, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. [686](#)), Sec. 2.05, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 173 (H.B. [3051](#)), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. [1849](#)), Sec. 5.01, eff. September 1, 2017.

Texas Code of Criminal Procedure

Article 2.133-2.136

- Requires law enforcement agencies to submit a yearly report of the information collected to the governing body of the municipality
- Reports required for motor vehicle stops
- Compilation of data
- Analysis of data is not required
- Little Elm Police Department is exempt from reporting additional identifying information pertaining to motor vehicle stops

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.

- (a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:
 - (1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
 - (A) the person's gender; and
 - (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
 - (2) the initial reason for the stop;
 - (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
 - (4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
 - (5) the reason for the search, including whether:
 - (A) any contraband or other evidence was in plain view;
 - (B) any probable cause or reasonable suspicion existed to perform the search; or
 - (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
 - (6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
 - (7) the street address or approximate location of the stop;
 - (8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and
 - (9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.
- (c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. [3389](#)), Sec. 26, eff. September 1, 2009.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. [1849](#)), Sec. 5.02, eff. September 1, 2017.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article [2.132](#)(a).

(2) "Race or ethnicity" has the meaning assigned by Article [2.132](#)(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article [2.133](#). Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article [2.133](#) to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested

(e) by a peace officer. This subsection does not affect the reporting of information required under Article [2.133\(b\)\(1\)](#).

(f) The Texas Commission on Law Enforcement, in accordance with Section [1701.162](#), Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(h) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. [3389](#)), Sec. 27, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. [686](#)), Sec. 2.06, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. [1849](#)), Sec. 5.03, eff. September 1, 2017.

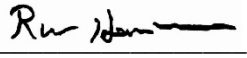
Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Little Elm Police Department

General Order 2900 (Issued 12-21-2015, replaced Lexipol 328)

- Policy effective June 9, 2020
- States purpose
- Establishes policy
- Prohibits discriminatory practices
- Establishes complaint process
- Establishes disciplinary and corrective actions
- Establishes public education
- Provides for training
- Establishes guidelines for data collection
- Use of video/audio equipment and review

LITTLE ELM POLICE DEPARTMENT GENERAL ORDERS	
SUBJECT: RACIAL PROFILING	NUMBER: 2900
EFFECTIVE DATE: 01/12/2021	REVIEW DATE: 01/12/2021
AMENDS/SUPERSEDES: Lexipol 328	APPROVED:  Chief of Police
BEST PRACTICE STANDARDS: 2.01.1	

NOTE: This General Order is for internal use only and does not enhance an officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of this General Order, if proven, can only form the basis of a complaint by this Department and only in a non-judicial, administrative setting.

INDEX WORDS:

Audio and Video Recording
Collection of Information
Complaint
Ethnicity
Race

Racial Profiling
Reporting
Review
Training

I. PURPOSE

- A. The purpose of this order is to reaffirm the Town of Little Elm Police Department's commitment to unbiased policing in all its encounters with any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

II. POLICY

- A. It is the policy of this Department to police in a proactive manner and to aggressively investigate suspected violations of the law. Officers shall actively enforce local, state and federal laws in a responsible and professional manner without regard to race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. Racial profiling is an unacceptable police tactic and will not be condoned.
- B. This General Order is adopted in compliance with the requirements of Articles 2.131 through 2.136, Texas Code of Criminal Procedure, which prohibits Texas peace officers from engaging in racial profiling.

III. **DEFINITIONS**

- A. Acts Constituting Racial Profiling - acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action
- B. Motor Vehicle Stop – means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- C. Race or Ethnicity - persons of a particular descent, including Caucasian, African, Hispanic, Asian, Middle Eastern or Native American descent.
- D. Racial Profiling - a law enforcement-initiated action based on an individual's race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.

IV. **PROHIBITION**

- A. Officers of the Little Elm Police Department are strictly prohibited from engaging in racial profiling. The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision by an officer. Race, ethnicity or national origin may be legitimate factors in such a decision when used as part of a description of a suspect or witness for whom an officer is searching.

V. **COMPLAINT PROCESS**

- A. No person shall be discouraged, intimidated or coerced from filing a complaint, or be discriminated against because they have filed a complaint.
- B. Any person who believes that a peace officer employed by the Little Elm Police Department has engaged in racial profiling with respect to that person, may file a complaint in accordance with the provisions of General Order 300, Discipline/Complaints against Police Personnel.
 - 1. An employee who is contacted regarding a complaint against an officer shall follow the procedures set forth in General Order 300, Section X. Investigation of Externally Originated Complaints.
 - 2. Citizens who appear in person wishing to file a complaint shall be provided with a departmental brochure, "How to File a Complaint." Brochures are maintained in the Little Elm Police Department lobby, and at Little Elm Town Hall. Citizens may also be directed to the Departmental website to file a complaint.

- C. Any supervisor who becomes aware of an alleged or suspected violation of this General Order shall report the alleged violation in accordance with General Order 300, Discipline, Section XI. Investigation of Internally Originated Complaints.
- D. Complaints of racial profiling shall be classified as a Level I complaint, and shall be investigated by the Office of the Chief of Police, unless otherwise directed by the Chief of Police. A log of all Racial Profiling Complaints will be maintained by the Office of the Chief of Police.

VI. DISCIPLINARY AND CORRECTIVE ACTIONS

- A. Any officer of this Department who is found, after investigation, to have engaged in racial profiling in violation of this General Order may be subject to disciplinary action, up to and including termination. Disciplinary or corrective actions may include diversity, sensitivity or other appropriate training or counseling, as determined by the Chief of Police.

VII. PUBLIC EDUCATION

- A. This Department shall provide education to the public concerning the racial profiling complaint process. The primary method of public education shall be through a brochure, "How to File a Complaint" which are maintained in the lobby of the Little Elm Police Department, and at the Little Elm Town Hall. These brochures are available in both English and Spanish versions. Other education methods may be utilized to inform the public, including news media, civic presentations, the Internet, and/or public meetings.

VIII. COLLECTION OF INFORMATION AND ANNUAL REPORT WHEN CITATION ISSUED OR ARREST MADE

- A. For each motor vehicle stop in which a citation is issued and for each arrest resulting from a motor vehicle stop, an officer involved in the stop shall collect the following information:
 - 1. Information identifying the race or ethnicity of the individual detained. The following codes will be used to identify the individual's race:
 - B = Black / African
 - A = Asian
 - I = Native American / American Indian
 - H = Hispanic
 - W = White / Caucasian
 - 2. Whether a search was conducted and if so, whether the individual detained consented to the search ; and

3. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
 4. If the person contacted is a resident of the Town of Little Elm, this shall be reflected in the Racial Profiling module in the Brazos ticket writing program.
- B. The information collected shall be entered in to the Racial Profiling module in the Brazos ticket writing program by the officer in a timely manner. All stops requiring Racial Profiling data collection must be entered.
- C. The Professional Standards Lieutenant shall ensure all Racial Profiling Data is collected and reported to the Chief of Police. The data collected shall be compiled in an annual report covering the period January 1 through December 31 of each year, and shall be submitted to the governing body of the Town of Little Elm no later than March 1 of the following year. The report will include:
1. A breakdown of citations by race or ethnicity;
 2. Number of citations that resulted in a search;
 3. Number of searches that were consensual;
 4. Number of citations that resulted in custodial arrest; and
 5. Public education efforts concerning the racial profiling complaint process.
- C. The annual report shall not include identifying information about any individual stopped or arrested, and shall not include identifying information about any peace officer involved in a stop or arrest.
- D. Racial Profiling Data will also be reported to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year, following the Commission's prescribed format.

IX. AUDIO AND VIDEO EQUIPMENT

- A. Each motor vehicle regularly used by this department to make motor vehicle stops shall be equipped with a mobile video camera system capable of recording video and audio, and each motorcycle regularly used by this department to make motor vehicle stops shall be equipped with audio recording equipment.
- B. Each motor vehicle stop made by an officer of this department capable of being recorded by video and audio, or by audio only for motorcycles, shall be recorded.
- C. Supervisors and Officers shall ensure that mobile video camera equipment, and/or audio equipment, is properly functioning prior to commencing their tour of duty. Police units with malfunctioning or inoperable mobile video camera equipment shall not be utilized under normal circumstances.

D. Supervisors shall have the authority to assign units with malfunctioning or inoperable mobile video equipment when situations dictate. Officers assigned to such units shall collect and document the information listed below for each motor vehicle stop. All documentation must be submitted to the officer's supervisor prior to ending that tour of duty. Documentation shall include but is not limited to Field Interview Forms, Traffic Citations and Warning Tickets.

1. A physical description of any person operating the motor vehicle, who is detained as a result of the stop, including:
 - a. the person's gender; and
 - b. the person's race or ethnicity, as stated by the person, or if the person does not state, the person's race or ethnicity, as determined by the officer to the best of his or her ability. Officers will not ask the individual to identify their race or ethnicity;
2. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual;
3. The initial reason for the stop;
4. Whether the officer conducted a search as a result of the stop, and, if so, whether or not the person detained consented to the search;
5. Whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
6. The reason for the search, including whether:
 - a. Any contraband or other evidence was in plain view;
 - b. Any probable cause or reasonable suspicion existed to perform the search; or
 - c. The search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle
7. Whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of Penal Code, a violation of traffic law or ordinance or an outstanding warrant and a statement of the offense charged.
8. The street address or approximate location of the stop;
9. Whether the officer issued a citation or a written warning as a result of the stop; and
10. Whether the person contacted is a resident or non-resident of the Town of Little Elm. This shall be reflected on each citation issued, using an (R) for residents or an (NR) for non-resident.

XI. REVIEW OF VIDEO AND AUDIO DOCUMENTATION

- A. Each audio and video recording shall be retained for a minimum period of ninety (90) days, unless a complaint is filed alleging that an officer has engaged in racial profiling with respect to a motor vehicle stop. The Patrol Operations Commander shall ensure that all audio and recordings are properly stored and retained in accordance with applicable laws and this General Order.
- B. If a complaint is received alleging that an officer has engaged in racial profiling, the audio / video recording shall be forwarded to the Office of the Chief of Police who shall retain the video until final disposition of the complaint has been made.
- C. The Patrol Operations Commander or his designee shall review a randomly selected sampling of video and audio recordings, made recently by officers employed by the Department, in order to determine if patterns of racial profiling exist. These reviews shall be conducted monthly and documented on the appropriate form (LEPD-018)
 - 1. Written documentation shall include:
 - a. the names of the officers whose stops were reviewed;
 - b. the date(s) of the videos reviewed;
 - c. the date the actual review was conducted; and
 - d. the name of the person conducting the review.
 - 2. The Patrol Operations Commander shall forward the required documentation to the Office of the Chief of Police.
 - 3. The Patrol Operations Commander shall maintain a file of all video review documentation performed, in compliance with this General Order.
- D. In reviewing audio and video recordings, the Patrol Operations Commander or his designee, shall seek to determine if the officer(s) reviewed have engaged in a pattern of racial profiling, that includes multiple acts constituting racial profiling for which there is no reasonable, credible explanation based on established police and law enforcement procedures.

XII. TRAINING

- A. Each peace officer employed by the Department shall complete the comprehensive education and training program on racial profiling established by the Texas Commission on Law Enforcement (TCOLE) not later than the second anniversary of the date the officer was licensed, or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

XIII. EFFECTIVE DATE

- A. Any previous directive, rule, order or regulation that pertains to this subject matter and its amendments shall remain in full force and effect for any violation(s) which occur prior to the effective date of this General Order.

- B. If any section, sentence, clause or phrase of this General Order is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this General Order.
- C. All training on this General Order will be in accordance with General Order 100, Written Directive System, Chapter VIII, Training.
- D. The effective date is stated in the header block of this General Order.

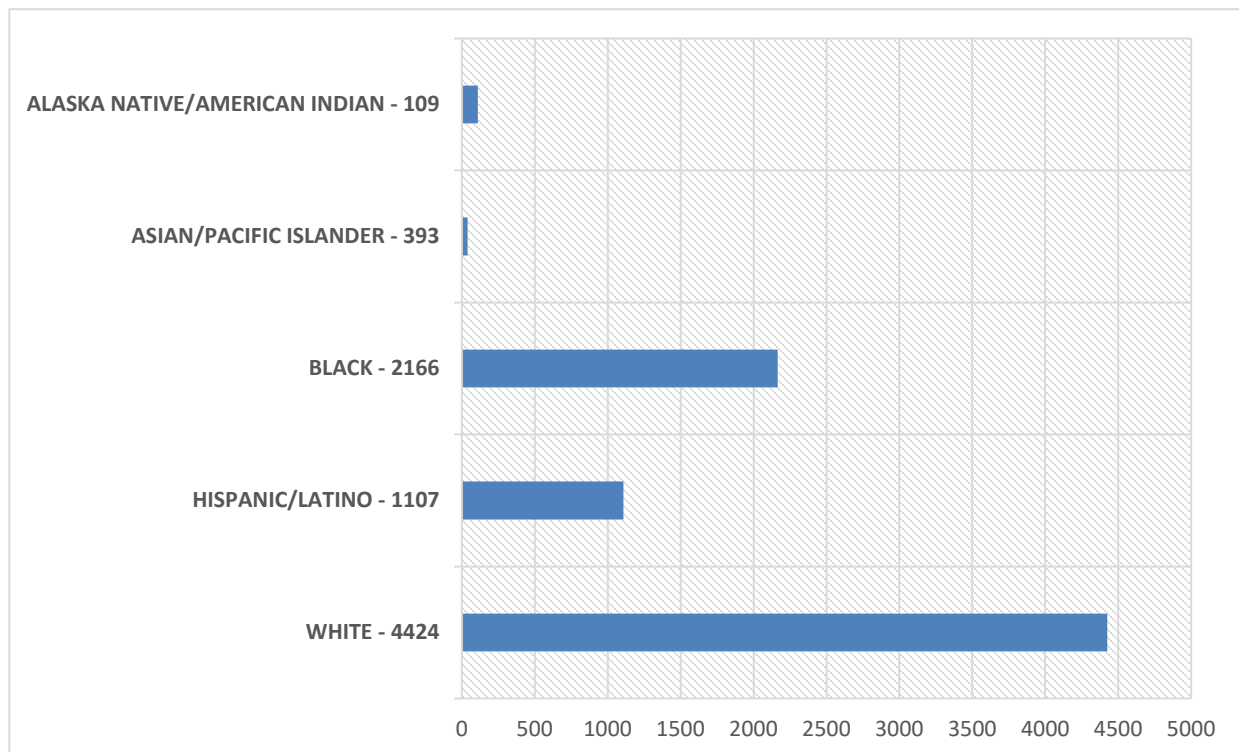
2020 Data Compilation

Total Traffic Related contacts Resulting in Search, Arrest, or Citation/Warning

Total by Raw Number / Percentage

Race	Traffic Related Contact Resulting in Search, Arrest or Citation/Warning	Traffic Related Contact Resulting in Search, Arrest or Citation/Warning Percentage
Alaskan Native / American Indian	109	1.33%
Asian / Pacific Islander	393	4.79%
Black	2166	26.42%
Hispanic / Latino	1107	13.50%
White	4424	53.96%
Total	8199	100%

Graphical Analysis

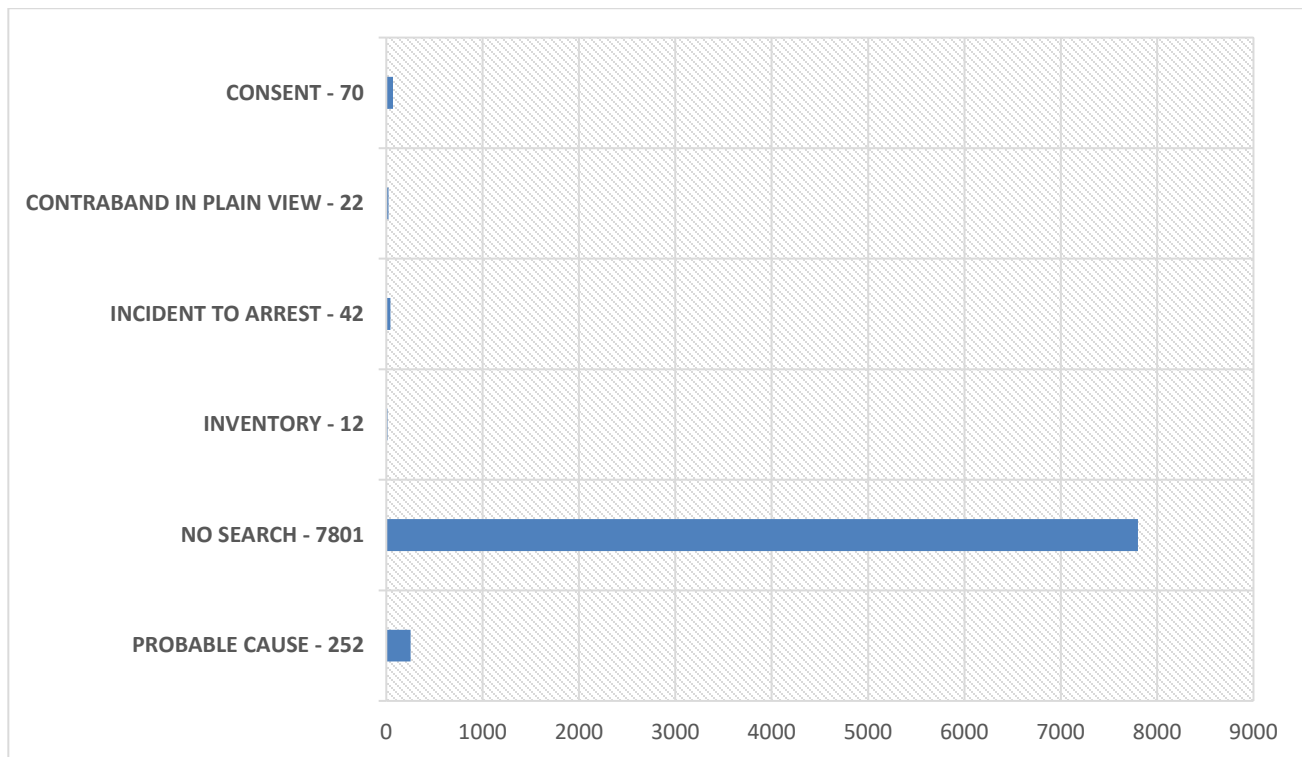


Total Traffic Related Searches

Total by Raw Number / Percentage

Searches	Total Searches	Percentage
Consent	70	0.85%
Contraband In Plain View	22	0.27%
Incident to Arrest	42	0.51%
Inventory	12	0.15%
No Search	7801	95.15%
Probable Cause	252	3.07%
Total	8199	100%

Graphical Analysis

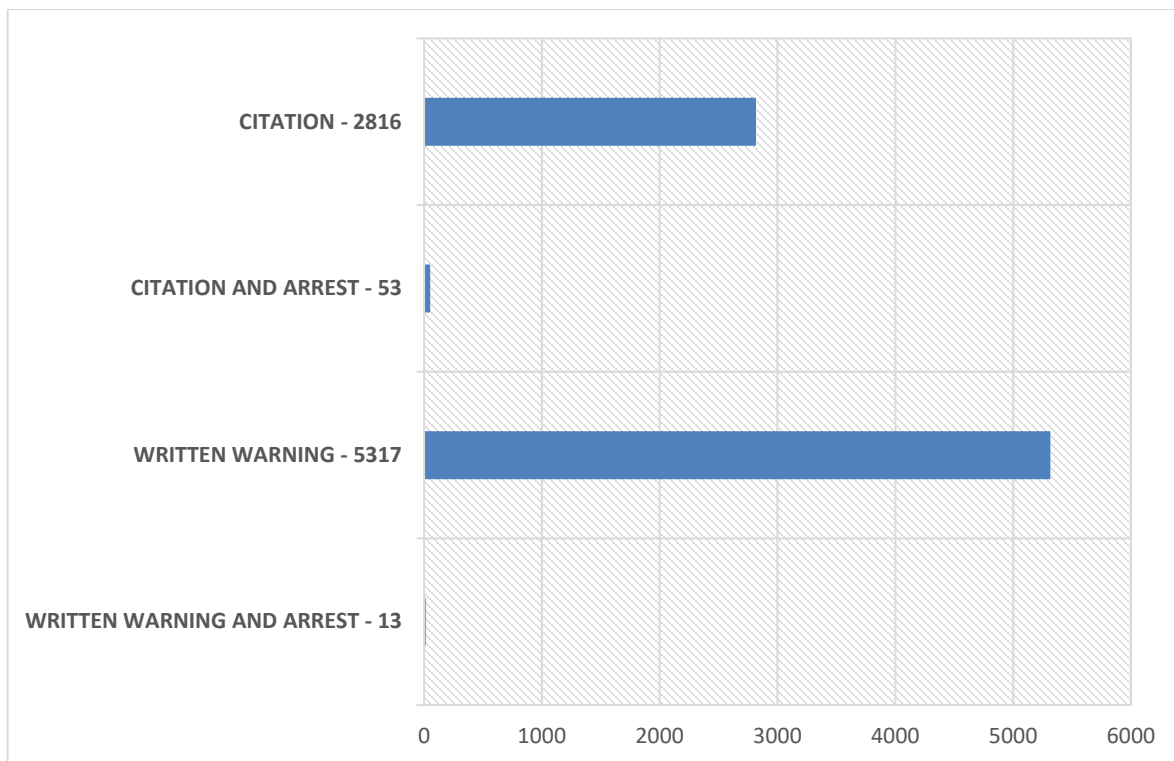


Result of Stop

Total by Raw Number / Percentage

Result of Stop	Total Result	Percentage
Citation	2816	34.35%
Citation and Arrest	53	0.65%
Written Warning	5317	64.84%
Written Warning and Arrest	13	0.16%
Total	8199	100%

Graphical Analysis





Texas Police Chiefs Association

DOCUMENT SUBMISSION FORM

Agency: Little Elm Police Department

Best Practice **2.01 Bias Based Profiling (EV)**

The agency has a written directive, complying with current laws on the reporting of the Bias Based Profiling information collected by the agency, and training of enforcement personnel in the prohibition of Bias Based Profiling. If the Agency uses in-car cameras and/or body cameras, the directive shall require the supervisory review of at least three random videos, at least every six months, per officer.

Discussion: Bias based profiling and especially racial profiling is highly injurious to a law enforcement agency as it erodes public confidence in equality of treatment. Agencies should ensure their definition of racial profiling (part of bias based profiling) meets the definition of the Texas Code of Criminal Procedure Article 3.05 as well as the operational procedures required under Articles 2.131 through 2.138.

Prohibition of Bias Based Profiling however is broader than the state required racial profiling prohibition. The agency's written directive should meet or exceed state law requirements for prohibition of racial profiling, but must also prohibit any profiling based on ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Agencies need to ensure their policy includes all of this expanded definition.

Agencies are required to publish an annual report of their traffic stops under Article 2.134. This annual report is also required as part of this standard but will not be submitted electronically. Agencies should indicate on their Document Submission Form that the Annual Reports are in file. If all other parts of the Best Practice requirements are met, the standard will be "Accepted" and the actual annual reports will be reviewed on-site by the Final Review team.

Minimum Training Level 2. While a higher level of training is always encouraged, the training portion of this standard may be met by showing that officers have received Roll-call Training or a formal Training Bulletin, watched a video, received a copy of a policy which was discussed with a Supervisor, or received a copy of a policy and been tested over its content.

When conducting random, quarterly, supervisory reviews of officer's video supervisors are not required to watch each incident of an 8, 10, or 12 hour shift; however, reviewing the footage in a manner intended to gain an understanding of that officer's performance and adherence to policy and law is required.

Proofs of Compliance Submitted:

1. Copy of GO 2900 Policy II A, B
2. Copy of GO 2900 IV A
3. Copy of GO XII A
4. Copy of proof of receipt of written directive signed by all employees
5. Copy of roll-call training covering 2900
6. Random Video Review
7. Copy of most recent annual racial profiling report
8. Copy of GO XI. C – page 2906

Submitted By: Lt. Compton**Date: 06/09/2020****Evaluators Review:**

- ☒ Does the file contain a written directive which:
 - ☒ Prohibits all forms of bias based profiling (not just racial – see glossary)?
 - ☒ Complies with Texas Code of Criminal Procedure?
 - ☒ Requires training of enforcement personnel?
- ☒ Does the file contain documentation of Proof of Receipt of the directive by employees?
- ☒ Does the file contain documentation showing training (minimum level 2) of enforcement employees?
- ☒ Does the file contain proof of random video review for first responders?
- ☒ Does the file contain a copy of the most recent annual report or is a copy readily available for inspection? (Should not be submitted electronically.)

Evaluator:**Date Accepted:**

**Complaints Made:**

There were no allegations of Racial Profiling in 2020.

Conclusion:

The Little Elm Police Department is in compliance with Texas Code of Criminal Procedure Article 2.132.

TCOLE Submission
Little Elm Police Department
2020 Racial Profiling Report
Submitted February 22, 2021

Gender

Female	3287
Male	4912
Total	8199

Race and ethnicity

Alaskan Native / American Indian	109
Asian / Pacific Islander	393
Black	2166
Hispanic / Latino	1107
White	4424
Total	8199

Was race or ethnicity know prior to the stop?

No	7874
Yes	325
Total	8199

Reason for Stop?

Moving Traffic Violation	5394
Pre Existing Knowledge	253
Vehicle Traffic Violation	1435
Violation of Law / Unknown	1117
Total	8199

Street Address or approximate location of the stop

City Street	6808
County Road	54
Private Property or Other/Unknown	180
State Highway	176
US Highway	981
Total	8199

Was a search conducted?

No	7801
Yes	398
Total	8199

Reason for Search

Consent	70
Contraband in Plain View	22
Incident to Arrest	42
Inventory	12
No Search	7801
Probable Cause	252
Total	8199

Was Contraband Discovered?

No	107
Yes	291
Total	398

Description of Contraband

Alcohol	46
Currency	0
Drugs	233
Other	35
Stolen Property	0
Weapons	2
Total	316

Result of Stop

Citation	2816
Citation and Arrest	53
Written Warning	5317
Written Warning and Arrest	13
Total	8199

Arrest base on

Outstanding Warrant	10
Violation of City Ordinance	2
Violation of Penal Code	48
Violation of Traffic Law	6
Total	66

Was physical force resulting in bodily injury used during stop?

No	8195
Yes	4
Total	8199

Was arrest due to contraband found?

No	28
Yes	37
Total	8199

TCOLE 2020 Racial Profile Agency Report Exemption

Agency Name	Filing Status	Reason for Filing as Tier 1 or Tier 2	Chief Administrator and Agency Contact information*	Date Filed	Online Electronic Report	Agency Supplied Report
LITTLE ELM POLICE DEPT. Agency No: 121203	Partially Exempt (Tier 1)	Audio/Video Equipped	RODNEY HARRISON Phone: 214-975-0460 Email: rharrison@littleelm.org Mailing Address: LITTLE ELM POLICE DEPT. 88 W. Eldorado Pkwy Little Elm, TX 75068	01/12/2021	yes	yes

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling LITTLE ELM POLICE DEPARTMENT. has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the LITTLE ELM POLICE DEPARTMENT from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the LITTLE ELM POLICE DEPT. if the individual believes that a peace officer employed by the LITTLE ELM POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the LITTLE ELM POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the LITTLE ELM POLICE DEPARTMENT's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
 - (E) the location of the stop
 - (F) the reason for the stop; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) the Commission on Law Enforcement; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state outlines performance of the officers' official duties.

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Town Council Meeting

Date: 03/02/2021
Agenda Item #: 6. C.
Department: Public Works
Strategic Goal: Maintain operational integrity and viability
Staff Contact: Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve a **Contract with Freese and Nichols to Prepare the Risk Assessment and Emergency Response Plan on the Water Infrastructure and Authorize the City Manager to Sign the Contract for an Amount Not to Exceed \$89,840.**

DESCRIPTION:

On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law. AWIA Section 2013 requires community (drinking) water systems serving more than 3,300 people to develop or update risk assessments and emergency response plans (ERPs). The law specifies the components that the risk assessments and ERPs must address and establishes deadlines by which water systems must certify to EPA completion of the risk assessment and ERP.

Risk and Resilience Assessment Requirements and Assistance Resources

Each community water system serving a population of greater than 3,300 persons shall assess its system's risks and resilience. Such an assessment shall include:

1. the risk to the system from malevolent acts and natural hazards;
2. the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
3. the monitoring practices of the system;
4. the financial infrastructure of the system;
5. the use, storage, or handling of various chemicals by the system; and
6. the operation and maintenance of the system.

Emergency Response Plan Requirements and Assistance Resource

No later than six months after certifying completion of its risk and resilience assessment, each system must prepare an emergency response plan that incorporates the findings of the assessment. The plan shall include:

1. strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
2. plans and procedures that can be implemented, and identification of equipment that can be utilized in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
3. actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and
4. strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

The Town of Little Elm submitted for RFQs in January 2021, and the following submittals were received:

1. Freese and Nichols
2. Kimley-Horn and Associates
3. AARC Consultants
4. Halff Associates
5. TRC Engineers
6. Tetra Tech Inc.
7. IMEG Corp
8. LSPS Solutions
9. Weston Solutions
10. Birkhoff Hendricks & Carter

Freese and Nichols was selected as the most qualified firm to perform these services for the Town of Little Elm. Freese and Nichols has a successful history in completing Risk Assessments and Emergency Response Plans for other municipalities. The Town has utilized Freese and Nichols in the past and has always been happy with their performance.

BUDGET IMPACT:

The 2020-2021 CIP Budget (Fund 612-71) included \$312,000 for the AWIA Risk and Resilience and Emergency Response Plan and the subsequent implementation and upgrades, which will be required from the evaluation.

RECOMMENDED ACTION:

Staff recommends awarding a contract with Freese and Nichols and authorizing the City Manager to execute all necessary documents.

Attachments

Contract
1295 Form

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF DENTON §

This AGREEMENT is entered into by Town of Little Elm, Texas, hereinafter called "TOWN" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: TOWN agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; TOWN agrees to pay to FNI compensation. The Project is described as follows: **America's Water Infrastructure Act of 2018 Risk and Resilience Assessment and Emergency Response Plan.**
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of TOWN which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** TOWN agrees to pay FNI for all professional services rendered under this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of Eighty-Nine Thousand Eight-Hundred Forty Dollars (\$89,840.00).

If FNI's services are delayed or suspended by TOWN, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the TOWN and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than TOWN and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of TOWN and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between TOWN and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the ____ day of _____, 2021.

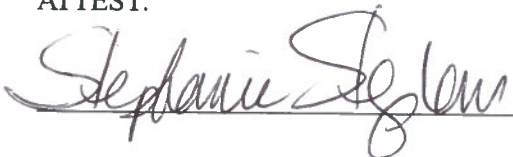
ATTEST:

Town of Little Elm, Texas
(TOWN)

By: _____

Print or Type Name and Title

ATTEST:



Freese and Nichols, Inc.
(FNI)

By:  _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF TOWN

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

1. PROJECT DESCRIPTION

America's Water Infrastructure Act (AWIA) of 2018, Section 2013, requires that all community water systems serving populations greater than 3,300 persons will assess the risks to and resilience of its system. The Risk and Resilience Assessment (RRA) will be conducted following the Risk Analysis and Management for Critical Asset Protection (RAMCAP®) standard detailed in the J100 (Risk and Resilience of Drinking Water Systems) guidance developed jointly by the AWWA, ASME, and ANSI. The seven-step process outlined in the J100 standard provides the framework for the scope of work. The steps are as follows:

- Asset characterization
- Threat characterization
- Consequence analysis
- Vulnerability analysis
- Threat analysis
- Risk/resilience analysis
- Risk/resilience management

The RRA will include an implementation plan for capital and operational needs for risk and resilience management of the system. The assessment will be finalized and then certified by the Town of Little Elm (Town) to the Administrator of the Environmental Protection Agency (EPA) by June 30, 2021, in the case of systems serving a population of more than 3,300 but less than 50,000.

Within six months of completion and certification of the RRA, America's Water Infrastructure Act of 2018, Section 2013 also requires a letter of certification to EPA that the Emergency Response Plan (ERP) for a utility is developed or updated. The ERP can be developed based on existing emergency plans but is required to include response protocols for any type of emergency or event identified as a threat during the RRA. The detailed ERP will be conducted following the protocols detailed in the M19 (Emergency Planning for Water and Wastewater Utilities) guidance developed by the AWWA. The ERP will be finalized and then certified by the Town of Little Elm to the Administrator of the Environmental Protection Agency (EPA) by December 30, 2021 to comply with the deadline requirements for systems serving a population 3,300 or more but less than 50,000.

To comply with the requirements of the AWIA of 2018, Section 2013, and to improve the resilience of the Town of Little Elm's systems, the Town has retained Freese and Nichols, Inc. (FNI) to provide engineering services in support of the development of this RRA and ERP.

2. TASK SUMMARY

Task 1 – Risk and Resilience Assessment

The RRA includes three workshops with the RRA team and one final briefing. An RRA report will be developed and provided. Due to the sensitive nature of the content, the RRA report is recommended to be protected from public access within applicable law. Electronic document transfer for this project will be provided to the Town through a secure file-sharing platform. Confidential documents will not be emailed. Hard copies of the RRA report will be hand-delivered.

Subtask 1A – Project Kickoff Meeting, Data Collection and Review

- a. FNI will conduct a kickoff meeting with Town staff to introduce the FNI project team, review the scope of services and project schedule, and identify communication

approaches. The kickoff meeting will also include a discussion of the background/history related to vulnerability and resiliency for the Town.

- b. During the kickoff meeting, FNI will meet with the Town to determine the RRA team participants, needs and schedule. The following items will be discussed during the meeting:
 - i. Project goals
 - ii. Project schedule
 - iii. Data collection for review by FNI
 - iv. Communication and information flow for the project
 - v. Additional entities to coordinate with in the development of the project
- c. The Town will provide the following documents, if available, to FNI for review:
 - i. Previous vulnerability and risk assessments
 - ii. System diagrams
 - iii. Existing security plans and procedures
 - iv. Business continuity plans / Continuity of operations plans
 - v. SCADA system information
 - vi. Source water protection plans
 - vii. Interlocal agreements with neighboring utilities
 - viii. Local natural hazard mitigation plan(s)
 - ix. Emergency response plans
 - x. Other documents that may be related to the vulnerability and resilience of the water system

Deliverable:

- 1. FNI will provide meeting minutes from the kickoff meeting within seven (7) days to summarize major discussion items, decisions, and action items.

Subtask 1B – Identification of Critical Assets and Threats

- a. FNI will review the data collected for the Town's water system to identify a preliminary list of assets. A database of the assets will be created for future evaluation through the project. FNI will conduct a preliminary evaluation of identified threats based on available published information from the U.S. EPA, FEMA, USGS, DHS and other relevant agencies. Threats to be evaluated include direct hazards to the water system from malevolent man-made sources and natural events, as well as tangential hazards from impacts to system dependencies or unaffiliated but near-proximity infrastructure.
- b. FNI will conduct a workshop (Asset-Threat Workshop) with the Town's RRA team to develop a prioritized list of asset-threat pairs to conduct a further risk and resilience evaluation. In the workshop, FNI will lead the RRA team through a review of the assets and an initial screening of consequences of failure to develop a list of critical assets.
- c. FNI will then lead the RRA team through an evaluation of malevolent, natural, and dependency hazards to identify those of most relevance to the water system. Finally, FNI will facilitate the RRA team through a review of asset-threat pairs to prioritize the pairs to focus the risk and resilience evaluation.
- d. The RRA will include a limited review of the operation and maintenance of the water system. FNI will discuss the status of an asset management program and approaches that could be undertaken to improve the Town's resilience. The results of the assessment will be included in the RRA Report.
- e. Up to 15 asset-threat pairs will be evaluated. Additional asset-threat pairs will be conducted upon request of the Town as an Additional Service.

Deliverable

1. FNI will provide meeting minutes from the Asset-Threat Workshop within seven (7) days to summarize major discussion items, decisions, and action items.

Subtask 1C – Cybersecurity Evaluation

- a. Utilizing a cybersecurity framework guide following AWWA's cybersecurity protocols, FNI will meet with staff identified during the Kickoff Meeting with knowledge of the Town's SCADA system, software and hardware technology, and information security protocols and procedures. The workshop (Cybersecurity Workshop) will focus on evaluation of the implementation of the 47 "Priority 1" protocols identified in the AWWA Process Control System Security Guidance for the Water Sector.
- b. FNI will compile the information collected in the Cybersecurity Workshop to identify gaps in security, threats to the water system and recommendations for improvements in conjunction with the information developed in Task 2.

Deliverable:

1. FNI will provide meeting minutes from the Cybersecurity Workshop within seven (7) days of the meeting to summarize major discussion items, decisions, and action items.

Subtask 1D – Risk and Resilience Analysis

- a. For each of the prioritized asset-threat pairs, FNI will conduct an initial evaluation to estimate the probability of occurrence of the threat (T), the vulnerability (V) of the assets to failure from the threat, and the consequence (C) of asset failure.
- b. FNI will initially input existing measures in place that serve to increase the resilience of the critical assets by mitigation of one or more of the risk factors. The risk to each asset is calculated as:

$$\text{Risk} = \text{Consequence} * \text{Vulnerability} * \text{Threat}$$

- c. FNI will facilitate a workshop (Risk Analysis Workshop) with the RRA team to present, evaluate and adjust the calculated risk for each asset-threat pair assessed based on team feedback. Through the workshop, a risk value for each asset-threat pair will be developed to allow for prioritization of assets for improvements. During the workshop, an initial identification of additional mitigation measures to further reduce risk and improve resilience will be identified. Mitigation measures may include policy and procedure improvements, physical security upgrades, structural improvements, staffing adjustments, and other actions.

Deliverable

1. FNI will provide meeting minutes from the Risk Analysis Workshop within seven (7) days of the meeting to summarize major discussion items, decisions, and action items.
2. FNI will provide the list of critical assets ranked by risk to the Town for review and approval.

Subtask 1E – Risk and Resilience Management

- a. FNI will evaluate the additional mitigation measures identified in the Risk Analysis Workshop, and as appropriate, identify supplemental mitigation measures for consideration. The mitigation measures will be analyzed for risk reduction and resilience improvement, and rough approximation conceptual cost to the Town. FNI will develop a prioritized list of mitigation measures based on benefit-cost ratio.
- b. FNI will document the RRA and the prioritized mitigation measures for implementation in a draft RRA report. FNI will meet with the Town to provide a final briefing on the RRA, present the results of the assessment, and deliver the draft report.

Deliverable:

1. FNI will provide meeting minutes within seven (7) days of the meeting to summarize major discussion items, decisions, and action items.
2. FNI will deliver the draft RRA report to the Town in electronic PDF format for review and comment.

Subtask F – Final RRA Report and Certification of Compliance

- a. Upon receipt of final comments on the draft RRA report, FNI will finalize the RRA report.
- b. FNI will assist the Town to complete and submit the certification of the Risk and Resilience Assessment through the online EPA portal. A copy of the certification will be maintained in the final RRA report.

Deliverable:

1. FNI will deliver one electronic PDF copy and five (5) hard copies of the final RRA report.

Task 2 – Emergency Response Plan

The ERP includes three workshops with the Town's designated ERP team and one final briefing. An ERP compliant with the requirements of AWIA of 2018 will be provided. Due to the sensitive nature of the content, the ERP report is recommended to be protected from public access within applicable law. Electronic document transfer for this project will be provided to the Town through a secure file-sharing platform. Confidential documents will not be emailed. Hard copies of the ERP will be hand-delivered.

Subtask 2A – ERP Coordination Meeting, Data Collection and Review

- a. FNI will conduct a coordination meeting with Town staff to review the scope of services and project schedule and identify communication approaches. The coordination meeting will also include a discussion of the background/history related to emergency response planning for the Town, including the results of the RRA.
- b. During the coordination meeting, any additional Town staff members that need to be introduced to the project for the ERP component will be identified. The team members should be experts in one or more of the following areas or have a role in the execution of the ERP:
 - i. Utility management
 - ii. Emergency management
 - iii. Water treatment and operations
 - iv. SCADA operations
 - v. Human resources management
 - vi. Procurement
 - vii. Other representatives may include members of police, fire and/or the local emergency planning committee
- c. The Town will provide the following documents, if available, to FNI for review:
 - i. Existing emergency response plans for the utility or the overall organization
 - ii. Emergency preparedness plans
 - iii. Safety and security procedures
 - iv. Hazard mitigation plans
 - v. System recovery plans
 - vi. System diagrams
 - vii. Business continuity plans / Continuity of operations plans
 - viii. Source water protection plans
 - ix. Interlocal agreements with neighboring utilities
 - x. Local natural hazard mitigation plan(s)
 - xi. Crisis communications plan
 - xii. Other documents that may be related to the preparedness of the water system.

Deliverable:

1. FNI will provide meeting minutes within seven (7) days to summarize major discussion items, decisions, and action items.

Subtask 2B – Review of Existing Plans and Preparation of ERP Outline

- a. FNI will review the data collected for the Town's water system to identify gaps and necessary information for an up-to-date ERP. FNI will prepare an initial inventory of available information to review/update and gaps in information where development by the ERP team will be required. The ERP will be developed generally in accordance with the outline identified in the AWWA M19 guidance document.
- b. FNI will conduct an initial workshop (ERP Preparation Workshop) with the ERP team. In this workshop, FNI will provide an overview of the proposed ERP contents and approach and the current status of information to fulfill these needs.

Deliverable

1. FNI will provide meeting minutes from the ERP Preparation Workshop within seven (7) days to summarize major discussion items, decisions, and action items.

Subtask 2C – Emergency Response Plan Preparation Workshops

- a. Through a series of up to two (2) additional workshops, FNI will facilitate the ERP team to identify the components of the ERP. The critical components of an ERP include the following:
 - i. System overview
 - ii. Incident management overview
 - iii. Roles and responsibilities, based on NIMS and ICS
 - iv. Internal and external contact information
 - v. General emergency response guidance
 - vi. Communications plan
 - vii. Record-keeping
- b. Hazard-specific plans addressing relevant threats identified in the Risk and Resilience Assessment will be developed through the workshops. FNI will provide initial content for the hazard-specific plans based on the Town's existing ERP and/or industry-standard guidance.

Deliverable

1. FNI will provide meeting minutes within seven (7) days of each workshop to summarize major discussion items, decisions, and action items.

Subtask 2D – Draft Emergency Response Plan

- a. FNI will compile the information collected and developed in the series of workshops to prepare a draft ERP. FNI will meet with the Town to present a briefing on the draft ERP, provide implementation recommendations, and solicit comments of the plan.

Deliverable:

1. FNI will deliver the draft ERP to the Town in electronic PDF format for review and comment.
2. FNI will provide meeting minutes within seven (7) days of the meeting to summarize major discussion items, decisions, and action items.

Subtask 2E – Final ERP and Certification of Compliance

- a. Upon receipt of final comments on the draft ERP, FNI will finalize the ERP. FNI will assist the Town to complete and submit the certification of the Emergency Response Plan through the online EPA portal. A copy of the certification will be maintained in the Town's ERP.

3. EXCLUSIONS

Town and Consultant agree that the following services are excluded from the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the Town's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- a. Evaluation of additional asset-threat pairs
- b. Public meetings, unless noted in the scope of services
- c. Additional meetings or workshops
- d. Facility site visits
- e. Emergency planning, preparedness, or recovery development or updates
- f. Training or exercises
- g. Other services not specifically noted in the scope of services

4. DELIVERABLES

At the completion of Phase 1, Tasks 1 through 6, Consultant shall ensure the delivery of the following products to the Town:

- One electronic PDF copy and five (5) hard copies of the final RRA report.

At the completion of Phase 2, Tasks 7 through 11, Consultant shall ensure the delivery of the following products to the Town:

- One electronic PDF copy and five (5) hard copies of the final ERP report.

ARTICLE II

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services.

- A. Visits to on-site locations in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- B. Providing basic or additional services on an accelerated time schedule. The scope of this service would include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Town.
- C. On-site meetings in addition to those outlined in Article I.
- D. Preparation of wastewater system RRA or ERP.
- E. Preparation and assistance with emergency response plan training exercise.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the above scope of services according to the follow schedule:

Phase	SCHEDULE	TASK COMPLETED
1 - AWIA Risk and Resilience Assessment	Completed by June 30, 2021	<ul style="list-style-type: none">• AWIA Risk and Resilience Assessment Report• EPA Certification of Compliance with AWIA Risk and Resilience Assessment Requirements
2 - AWIA Emergency Response Plan	Completed within 6 months after completion of Phase One (no later than December 30, 2021)	<ul style="list-style-type: none">• AWIA Risk and Resilience Assessment Report• EPA Certification of Compliance with AWIA Emergency Response Plan Requirements

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

ARTICLE IV

RESPONSIBILITIES OF TOWN: TOWN shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Town's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Town's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Town's requirements for the Project.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to execution of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Town deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Give prompt written notice to FNI whenever Town observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.

- G. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.
- H. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

LUMP SUM: Compensation to FNI shall be a lump sum fee of Eighty-Nine Thousand Eight-Hundred Forty Dollars (\$89,840).

Phase	FEE AMOUNT	TASK COMPLETED
1 - AWIA Risk and Resilience Assessment	\$49,559	<ul style="list-style-type: none">• AWIA Risk and Resilience Assessment Report• EPA Certification of Compliance with AWIA Risk and Resilience Assessment Requirements
2 - AWIA Emergency Response Plan	\$40,281	<ul style="list-style-type: none">• AWIA Risk and Resilience Assessment Report• EPA Certification of Compliance with AWIA Emergency Response Plan Requirements
<i>TOTAL CONSULTANT'S FEE (LUMP SUM)</i>	\$89,840	

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and TOWN designate the following representatives:

FNI's Designated Representative

Trey Shanks
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
(214) 217-2221
ts@freese.com

FNI's Accounting Representative

Jana Collier
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
817-735-7354
jvc@freese.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc
Fort Worth, TX United States

Certificate Number:
2021-719028

Date Filed:
02/22/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Town of Little Elm

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

PSA
America's Water Infrastructure Act of 2018 Risk and Resilience Assessment and Emergency Response Plan

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wolfhope, John	Austin, TX United States	X	
	Pence, Brian	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Cole, Scott	Fort Worth, TX United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Stephanie Stephenson, and my date of birth is July 19, 1977.

My address is 801 Cherry Street, Suite 2800, Fort Worth, TX, 76102, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 22 day of February, 20 21.
(month) (year)

Stephanie Stephenson

Signature of authorized agent of contracting business entity
(Declarant)



Town Council Meeting

Date: 03/02/2021
Agenda Item #: 6. D.
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 **Resolution No. 0302202101 for a Green Ribbon Program Project Advance Funding Agreement between the Town of Little Elm and the State of Texas regarding Landscaping Improvements along FM 423.**

DESCRIPTION:

The Town of Little Elm was awarded funding through the Texas Department of Transportation (TxDOT) Green Ribbon Program which provides funding and other assistance to install beautification improvements along state highways.

The overall project limits extend along FM 423, beginning near Eldorado Parkway and ending at the northern Town limits near Logan Springs Drive. The project includes the installation of landscape plantings, irrigation, and other incidental improvements within the parkways and medians along the roadway.

TxDOT is requesting an Advance Funding Agreement (AFA) with the Town that describes the commitments of TxDOT to reimburse the Town for the costs to install the landscaping improvements. It also includes the obligation of the Town to assume maintenance and operation responsibilities after the contract warranty period. The Town is also responsible for the design, procurement, and contract administration of the project.

BUDGET IMPACT:

There is no immediate budget impact for this item other than allocating funds to cover the construction costs until reimbursement funds are received from TxDOT. However, funding for the continued operation and maintenance of the improvements will be needed in future budgets. The Town is also responsible for cost overruns that exceed the funding amount provided by the State. The proposed agreement is based on a total estimated cost of \$1,990,303.41, with no participation requirement of the Town. If the total actual cost is anticipated to exceed this amount, approval of Town Council will be requested at that time.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution

Draft Agreement

Project Layout

**RESOLUTION NO.
0302202101**

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF LITTLE ELM, TEXAS, APPROVING A
GREEN RIBBON PROGRAM PROJECT ADVANCE
FUNDING AGREEMENT WITH THE STATE OF
TEXAS FOR CONSTRUCTION OF LANDSCAPING
IMPROVEMENTS ALONG FM 423 AND
AUTHORIZING THE TOWN MANAGER TO
EXECUTE SUCH AGREEMENT FOR THE TOWN**

WHEREAS, Town staff has negotiated with the Texas Department of Transportation (“TxDOT”) a Local Project Advance Funding Agreement (“LPAFA”) between the Town and TxDOT to facilitate the funding of landscaping improvements along FM 423 between Eldorado Parkway and the northern Town Limits; and

WHEREAS, the proposed project will install landscape plantings and irrigation improvements along the roadway, promoting a safe and welcoming environment for residents and visitors within the Town of Little Elm; and

WHEREAS, Town Council wishes to approve the LPAFA, a copy of which is attached hereto in its substantial form as *Exhibit 1*.

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

Section 1. The above recitals set forth above are found to be true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. The governing body of the Town hereby approves the LPAFA, a copy of which is attached hereto in its substantial form as *Exhibit 1*.

Section 3. The governing body of the Town finds that the terms of said LPAFA are in the best interests of Town and confirms that **Matt Mueller, Town Manager**, is authorized to execute the LPAFA on behalf of the Town

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this the 2nd day of March, 2021.

APPROVED:

ATTEST:

David Hillock, Mayor

Caitlan Biggs, Town Secretary

TxDOT:		Federal Highway Administration:	
CSJ #	1315-02-014	CFDA No.	20.205
District #	18-Dallas	CFDA Title	Highway Planning and Construction
Code Chart 64 #	24830		
Project Name	FM 423 – Landscaping Development	AFA Not Used For Research & Development	
Limits	From El Dorado Pkwy. to North City Limits		

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A
Green Ribbon Program Project
Landscaping Improvements
On-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Town of Little Elm**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Green Ribbon Project was established to allocate funds for landscaping activities including the planting and establishment of trees and plants on the state highway system; and,

WHEREAS, Title 43, Texas Administrative Code, Chapter 11, Green Ribbon Projects, allows local governments, by the execution of written agreements, to provide money, property or services for the aesthetic improvements on the state highway system; and,

WHEREAS, Rider 15 of House Bill 1 of the 86th Legislature, expands the Green Ribbon Project, a public-private partnership initiative, to enhance the appearance of public highways by incorporating in the design and improvement of public highways the planting of trees and shrubs, emphasizing natural

TxDOT:		Federal Highway Administration:	
CSJ #	1315-02-014	CFDA No.	20.205
District #	18-Dallas	CFDA Title	Highway Planning and Construction
Code Chart 64 #	24830		
Project Name	FM 423 – Landscaping Development	AFA Not Used For Research & Development	
Limits	From El Dorado Pkwy. to North City Limits		

The scope of work for the Project **consists of the construction of landscaping activities to include planting and irrigation along FM 423 from El Dorado Pkwy. to Northern City Limits In the Town of Little Elm**, as shown in Attachment B, Location Map.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local

TxDOT:		Federal Highway Administration:	
CSJ #	1315-02-014	CFDA No.	20.205
District #	18-Dallas	CFDA Title	Highway Planning and Construction
Code Chart 64 #	24830		
Project Name	FM 423 – Landscaping Development	AFA Not Used For Research & Development	
Limits	From El Dorado Pkwy. to North City Limits		

- Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

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- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement 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.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly

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differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.

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- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. **Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that

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may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

Project maintenance shall be undertaken as provided by the existing Landscaping Maintenance Agreement with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Town of Little Elm ATTN: City Manager 100 W. Eldorado Pkwy. Little Elm, Texas 75068	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative

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bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

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

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

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- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a*

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material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for

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making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The

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required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. **Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

By: _____

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

By: _____

Matt Mueller
City Manager
Town of Little Elm

Date: _____

Date: _____

TxDOT:		Federal Highway Administration:	
CSJ #	1315-02-014	CFDA No.	20.205
District #	18-Dallas	CFDA Title	Highway Planning and Construction
Code Chart 64 #	24830		
Project Name	FM 423 - Landscaping Development	<i>AFA Not Used For Research & Development</i>	
Limits	From El Dorado Pkwy. to North City Limits		

ATTACHMENT A **RESOLUTION**

TxDOT:		Federal Highway Administration:	
CSJ #	1315-02-014	CFDA No.	20.205
District #	18-Dallas	CFDA Title	Highway Planning and Construction
Code Chart 64 #	24830		
Project Name	FM 423 – Landscaping Development	AFA Not Used For Research & Development	
Limits	From El Dorado Pkwy. to North City Limits		

ATTACHMENT B
LOCATION MAP SHOWING PROJECT
CSJ – 1315-02-014



TOWN OF LITTLE ELM, TEXAS

FUNDING SOURCE: GREEN RIBBON PROGRAM FY2021

PROJECT DESCRIPTION: LANDSCAPE ENHANCEMENTS AND IMPROVEMENTS TO INCLUDE TREES, SHRUBS, GROUNDCOVERS AND IRRIGATION

PROJECT LIMITS:

ON FM 423

BEGINNING AT EL DORADO PARKWAY

ENDING AT NORTHERN CITY LIMITS

TxDOT:		Federal Highway Administration:	
CSJ #	1315-02-014	CFDA No.	20.205
District #	18-Dallas	CFDA Title	Highway Planning and Construction
Code Chart 64 #	24830		
Project Name	FM 423 – Landscaping Development	AFA Not Used For Research & Development	
Limits	From El Dorado Pkwy. to North City Limits		

ATTACHMENT C PROJECT BUDGET

Construction cost allocation for the **Green Ribbon Project** Project will be based on 80% Federal funding and 20% State funding until the Federal and State funding reach the maximum obligated amount. Direct state costs for construction will be based on 100% State funding. The Local Government will then be 100% responsible project cost overruns.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Construction (by Local)	\$1,655,193.00	80%	\$1,324,154.40	20%	\$331,038.60	0%	\$0
CNST Management (by Local)(5%)	\$82,759.70	0%	\$0	100%	\$82,759.70	0%	\$0
Subtotal	\$1,737,952.70		\$1,324,154.40		\$413,798.30		\$0
Direct State Cost – Env	\$21,724.41	0%	\$0	100%	\$21,724.41	0%	\$0
Direct State Cost – Eng.	\$21,724.41	0%	\$0	100%	\$21,724.41	0%	\$0
Direct State Cost – ROW	\$21,724.41	0%	\$0	100%	\$21,724.41	0%	\$0
Direct State Cost – UTL	\$21,724.40	0%	\$0	100%	\$21,724.40	0%	\$0
Direct State Cost – CNST	\$86,897.64	0%	\$0	100%	\$86,897.64	0%	\$0
Subtotal	\$173,795.27		\$0		\$173,795.27		\$0
Indirect State Cost – 4.52%	\$78,555.44	0%	\$0	100%	\$78,555.44		\$0
TOTAL	\$1,990,303.41		\$1,324,154.40		\$666,149.01		\$0

Initial Payment by the Local Government to the State: \$0.00.

Payment by the Local Government to the State before construction: \$0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Total Reimbursement by the State to the Local Government: **\$1,324,154.40**

Filename: X:\2018\1245\18\07_SRA\5365\01 ACAD\Sheets\1 TITLE SHEET.dwg Date: 10/3/18 User: Work, Michael

COUNTY _____ PROJ. NO. _____
HWY. NO. _____ LETTING DATE _____
DATE ACCEPTED _____

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE BLOCK
2	SHEET QUANTITIES
3	PROJECT LAYOUT
4-16	PLANTING LAYOUTS
17	PLANTING NOTES
18	PLANTING DETAILS
19-31	IRRIGATION LAYOUTS
32	IRRIGATION NOTES
33	IRRIGATION DETAILS
34-45	* BC(1)-14 TO BC(12)-14
46	* TCP(2-1)-18
47	* EPIC (FW)
48	* SW3P (FW)
49-61	* EROSION CONTROL LAYOUTS
62-64	* EC(9)-16

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
PLANS OF PROPOSED
LANDSCAPE ENHANCEMENTS
FEDERAL-AID PROJECT NO: STP XXXX (XXX)
TOWN OF LITTLE ELM 'GREEN RIBBON'
DENTON COUNTY

CSJ: XXXX-XX-XXX

LIMITS: FROM PINE TRAIL DR. TO LOGAN SPRINGS DR.
NET PROJECT LENGTH = 12,700 L.F.= 2.40 MILES
FOR THE CONSTRUCTION OF LANDSCAPE WORK
CONSISTING OF: LANDSCAPE ENHANCEMENTS

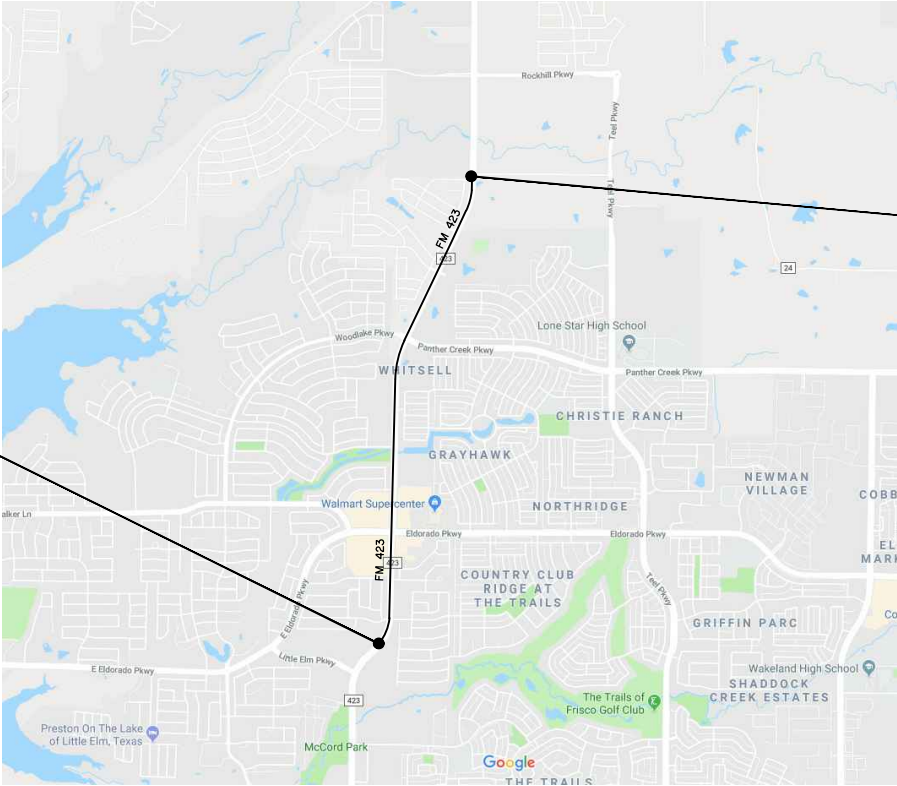
FM 423 DESIGN SPEED = 45 mph

FED. ROAD DIST. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	STP XXXX (XXX)		1
STATE	STATE DIST	COUNTY	
TEXAS	DAL	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
XXXX	XX	XXX	FM 423

FINAL PLANS

DATE CONTRACTOR BEGAN WORK:
DATE WORK WAS COMPLETED & ACCEPTED:
FINAL CONTRACT COST: \$

BEGIN PROJECT
CSJ: XXXX-XX-XXX
STA. 0+00



END PROJECT
CSJ: XXXX-XX-XXX
STA. 127+00

NO EQUATIONS
NO EXCEPTIONS
NO RAILROADS

Schrickel, Rollins and Associates, Inc.
Landscape Architecture • Planning • Engineering
1161 Corporate Drive West, Suite 200, Arlington, Texas 76006
817-649-3216 • 817-640-8212 Metro • 817-649-7645 Fax
© 2018 BY THE TEXAS DEPARTMENT OF TRANSPORTATION;
ALL RIGHTS RESERVED



SUBMITTED FOR LETTING: _____ DATE _____

AREA ENGINEER

RECOMMENDED FOR LETTING: _____ DATE _____

DIRECTOR OF TRANSPORTATION
PLANNING & DEVELOPMENT

APPROVED FOR LETTING: _____ DATE _____

DISTRICT ENGINEER

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION,
NOVEMBER 1, 2014, AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS,
SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS,
FEDERAL AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY, 2012)

Filename: H:\job\5365\01 ACAD\Sheets\7 LANDSCAPE 'D'.dwg Date/Time: 8/6/2018 3:33 PM User: Work, Michael

PLANTING NOTES

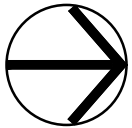
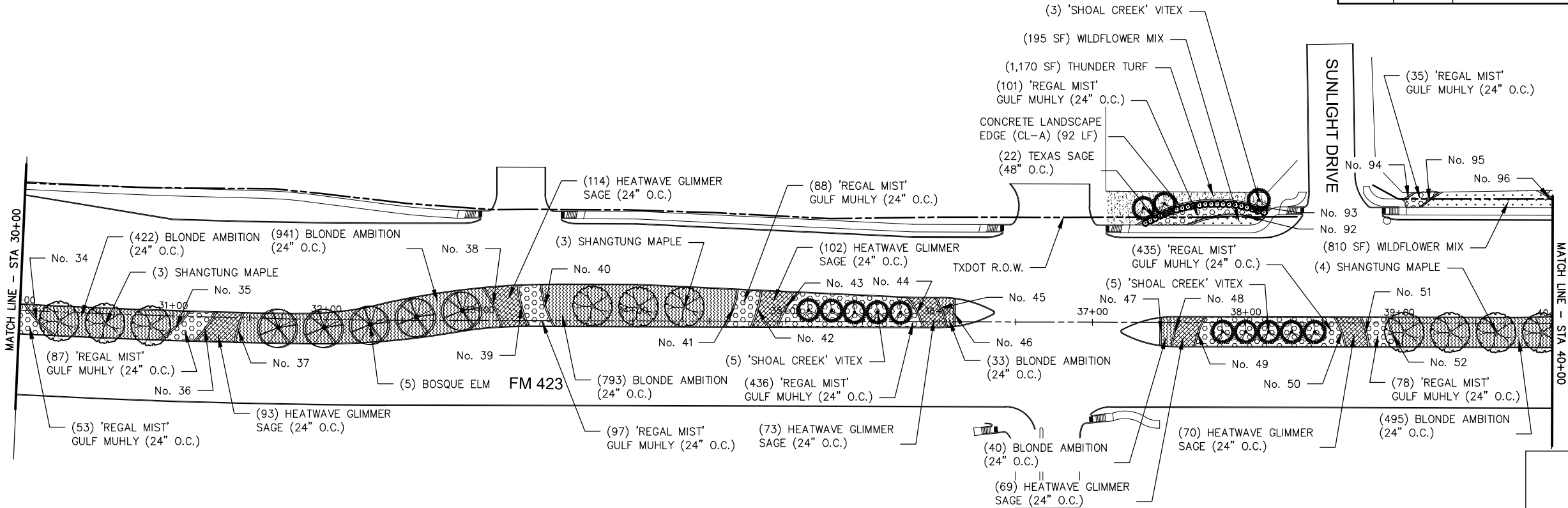
1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

EXISTING UTILITIES

CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

PLANT LEGEND

Qty.	Symbol	Common Name	Scientific Name	Root Cond.	Size/Remarks
5		Bosque Elm	Ulmus parvifolia 'UPMTF'	CONT.	3" caliper, as shown 10-12' Ht. x 5'-6' Sprd.
10		Shantung Maple	Acer truncatum	CONT.	3" caliper, as shown 10-12' Ht. x 5'-6' Sprd.
13		'Shoal Creek' Vitex	Vitex agnus-castus 'Shoal Creek'	CONT.	Multi-trunk, 5" caliper, 3-5 canes, full, 8'-10' Ht. x 4'-5' Sprd.
--		Desert Willow	Chilopsis linearis 'Art's Seedless'	CONT.	2" caliper, as shown 8-10' Ht. x 4'-5' Sprd.
22		Texas Sage	Leucophyllum langmaniae 'Lynn's Legacy'	CONT.	5 gal., full, 48" o.c.
521		Heatwave Glimmer Sage	Salvia microphylla 'Heatwave Glimmer'	CONT.	1 gal., full, 24" o.c.
1,410		'Regal Mist' Gulf Muhly	Muhlenbergia capillaris 'Regal Mist'	CONT.	1 gal., full, 24" o.c.
2,724		'Blond Ambition' Blue Grama	Bouteloua gracilis 'Blond Ambition' P.P. 22048	CONT.	1 gal., full, 24" o.c.
1,005		Wildflower Mix	Butterfly Retreat Mix	SEED	As Spec'd
1,170		Thunder Turf	Buchloe dactyloides Bouteloua gracilis Hilaria belangeri	SEED	As Spec'd



0 20 40 80
GRAPHIC SCALE IN FEET

SRA Schrickel, Rollins and Associates, Inc.
Landscape Architecture - Civil Engineering - Planning
1161 Corporate Drive West Suite 200
Arlington, Texas 76006
Phone: 817.649.3216
Metro: 817.640.8212
Fax: 817.649.7643

Texas Department of Transportation
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LANDSCAPE LAYOUT 'D'
STA. 30+00 TO STA. 40+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.			HIGHWAY NO.
XT	6				FM 423
GRAPHICS					
MW	STATE	DISTRICT	COUNTY		SHEET NO.
CHECK JW	TEXAS	DALLAS	DENTON		7
CHECK VB	CONTROL	SECTION	JOB		
	XXXX	XX	XXX		



Town Council Meeting

Date: 03/02/2021
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 February 2, 2021 Town Council meeting, Council voted to continue the item to the February 16, 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 April 6, 2021 Town Council meeting.



Town Council Meeting

Date: 03/02/2021
Agenda Item #: 7. B.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Skye Thibodeaux, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discussion, and Consider Action on **Proposed Text Amendments to Section 106.01.14 (Land Use Definitions) of the Town's Zoning Ordinance.**

DESCRIPTION:

Recently, the Town adopted the use of Business Service within Section 106.01.14 (Land Use Definitions) of the Zoning Ordinance in order to provide an appropriate use for business establishments that have certain activities not elsewhere classified that require approval by the Planning & Zoning Commission and Town Council via the Specific Use Permit (SUP) process. A good example of this type of use is a business that primarily functions like a traditional general office use, but has ancillary elements like a small fleet of service vehicles that need to be stored on site.

However, with recent Certificate of Occupancy (CO) requests through the Building Department, staff has found that the definition adopted with the new use can create a little confusion with the specified language associated with the types of businesses listed. Staff is proposing to modify the definition to allow for better interpretation as shown in the attached exhibit.

Additionally, during analysis, staff discovered that the use of Personal Service (other than listed) found in the Ordinance's schedule of uses (Section 106.05.01) is not defined.

At the January 21, 2021, Planning & Zoning Commission meeting, the Commission agreed with staff's analysis and recommended a few minor adjustments to staff's proposed amendments along with recommending the removal of Custom Personal Service from the list of land use definitions while moving the businesses listed in the definition to the proposed definition for Personal Service (other than listed). The attached exhibit outlines the Planning & Zoning Commission's recommended changes.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

The Planning & Zoning Commission recommended approval of the proposed text amendments unanimously.

Attachments

Proposed Text Amendments

Sec. 106.01.14 - Land use definitions.

Accessory structure. Any structure, either attached or detached from the main building, located on the same lot, the use of which is incidental to that of the main structure. Accessory structures include, but are not limited to, patio covers, arbors, gazebos, cabanas, outdoor kitchens, recreational fire enclosures, trellis, and structures/sheds or the like. A permit is required for many accessory structures (see sections 106.05.02.1(a) and (b), "accessory uses - residential" and "accessory uses - nonresidential," respectively, for regulations).

Adult Day Service. A daytime care establishment that supports the health, nutritional, social, and daily living needs of adults in a professionally staffed, group setting.

Airport or landing field. A landing facility for fixed or rotary wing aircraft containing a minimum of 60 acres (see section 106.05.02.2(a), "airport/helipad/heliport" for regulations).

Airport/heliport. A place where aircraft and/or helicopters can land and take off, usually equipped with hangars, facilities for refueling and repair, and various accommodations for pilots and passengers (see section 106.05.02.2(a), "airport/helipad/heliport" for regulations).

Alternative energy systems.

- (1) *Solar devices.* A solar panel or device is a structure that is intended to capture the light from the sun and transfer that energy to electricity for general use (see section 106.05.02.2(b), "alternative energy sources - solar" for regulations.)
- (2) *Wind energy conversion system (WECS).* Any mechanical device, such as a wind charger, windmill, or wind turbine, which is designed to extract kinetic energy from the wind and converts or stores it for practical use or a form of usable energy. (see section 106.05.02.2(c), "alternative energy sources - wind energy" for regulations)

Alternative financial services. A check cashing business, payday advance or loan business, money transfer business, car title loan business or pawn shop (see section 106.05.02.2(d), "alternative financial services" for regulations).

- (1) *Bank, savings and loan or credit union.* An establishment, open to the public, for the deposit, custody, loan, exchange or issue of money, the extension of credit, and/or facilitating the transmission of funds and that is typically licensed by the appropriate state or federal agency as a bank, savings and loan association, or credit union. This includes businesses' activities listed under SIC Codes 60 and 61, but excludes pawnshops, check cashing businesses, payday advance/loan businesses and car title loan businesses.
- (2) *Car title and loan services.* An establishment that makes small consumer loans that leverage the equity value of a car or other vehicle as collateral where the title to such vehicle is owned free and clear by the loan applicant and any existing liens on the car or vehicle cancel the application. The loan terms are often for 30 days and failure to repay the loan or make interest payments to extend the loan allows the lender to take possession of the car or vehicle. This excludes state or federally chartered banks, savings and loan associations or credit unions engaged primarily in the business of making longer term loans and which make loans that leverage the total equity value of a car or vehicle as collateral.
- (3) *Check cashing business.* An establishment that provides to the customer an amount of money that is equal to the face of the check or the amount specified in the written authorization for an electronic transfer of money, less any fee charged for the transaction, and where there is an agreement not to cash the check or execute an electronic transfer of money for a specified period of time, the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose for compensation by any person or entity other than a retail seller engaged primarily in the business of selling consumer goods, including consumables to retail buyers, that cashes checks or money orders or issues money orders or money transfers for a minimum flat fee as a service that is incidental to its main purpose or business. This definition excludes a state or federally chartered bank, savings and loan

association or credit union, pawnshop, grocery store or gas station, so long as the gas station does not handle more than 100 such transactions within any calendar month.

- (4) *Pawn shop.* A shop that lends money in exchange for valuable personal property as security deposited with it or pledged to it. This definition includes the sale of such securities after repossession and the sale of merchandise generally found in retail stores.
- (5) *Payday advance or loan business.* An establishment that makes small consumer loans, usually backed by postdated check or authorization to make an electronic debit against an existing financial account, where the check or debit is held for an agreed-upon term, or until an applicant's next payday, and then cashed unless the customer repays the loan to reclaim such applicant's check. ?

Amenity center. A recreational facility, including, but not limited to, clubhouse, swimming pool, or play area, operated for the exclusive use of private residents or neighborhood groups and their guests, and not open to the general public.

Antenna. An instrument or device consisting of wires, poles, rods, or reflecting discs, designed for transmitting or receiving any portion of the radio, microwave, or electromagnetic spectrum (see section 106.05.02.2(h), "communications antennas" for regulations)

Antenna support structure. Any tower, mast, pole, tripod, box frame, or other structure utilized for the purpose of transmission, retransmission, and/or reception of electromagnetic, radio, television, or microwave signals and used for commercial broadcasting or telecommunication purposes. This definition shall also include a satellite dish exceeding 12 feet in diameter and a microwave-transmitting tower. All radiating equipment must comply with Federal Communications Commission (FCC), Environmental Protection Agency (EPA), Occupational Health and Safety Administration (OSHA), and all other applicable state and federal regulatory agency requirements and guidelines for human safety, as they exist or may be amended. Definition includes ancillary ground equipment. (See section 106.05.02.2(i), "communications support structures/towers" for regulations)

Antenna, stealth. A stealth antenna is a commercial antenna that is designed to be non-obtrusive, or virtually transparent or invisible to the surrounding neighborhood. Stealth antennas include, but are not limited to:

- (1) Antennas within a building's attic space,
- (2) Antennas on the roof of a minimum three-story building and not visible from the property line of the lot on which the antenna is located,
- (3) Antennas on a public utility structure, such as a water tower or high transmission line support tower, and painted to match the structure,
- (4) Antennas located within a structure such as a flagpole, church steeple, lamppost, subdivision monument, clock tower, or similar architectural feature, and antennas located on an athletic field light pole.

Antique shop and used furniture. A retail establishment engaged in the selling of works of art, furniture, or other artifacts of an earlier period, with all sales and storage occurring inside a building.

Arcade. An establishment in which there are located six or more skill or pleasure machines used for compensation found in the schedule of uses as "Commercial Amusement, Indoor."

Assembly uses. A building or structure for the gathering together of persons for purposes of civic, social or religious functions.

Athletic stadium or field, private. A private field and/or structure used for sporting events with associated spectator seating, either permanent or temporary.

Athletic stadium or field, public. A field and/or structure owned and operated by the town and/or a local independent school district used for sporting events with associated spectator seating, either permanent or temporary. The stadium may include other accessory buildings such as a food service or catering facility and/or dressing rooms/showers.

Automated dispenser machine. An unmanned, freestanding structure that dispenses goods that may include, but are not limited to, water, ice, entertainment videos or CDs, newspapers, and soft drinks, that may be located outside of or separate from the primary structure.

Automated intake machine. An unmanned, freestanding structure that is designed to receive certain goods that include, but are not limited to, recycling items, library books and donations, that may be located outside of or separate from the primary structure.

Automated teller machine (ATM). An unmanned, freestanding structure that performs banking financial functions at a location that may be separate from the controlling financial institution.

Automobile. A self-propelled mechanical vehicle designed for use on streets and highways for the conveyance of goods and people, including, but not limited to, passenger cars, trucks, buses, motor scooters, and motorcycles.

Automobile and boat repair, major. A building or portion thereof whose principal use is for the repair, servicing, equipping, or maintenance of motor vehicles or motor vehicle components, including engines, radiators, starters, transmissions, brakes, tires and wheels, seats and similar components that may require overnight outdoor storage of vehicles awaiting or under repair, if screened in compliance with all applicable regulations. General repair or reconditioning of engines, air-conditioning systems, and transmissions for automobiles; wrecker or towing service with on-site storage of vehicles; collision services including body, frame, or fender straightening or repair; customizing; painting; vehicle steam cleaning; tire retreading; insurance estimations with on-site storage; undercoating and rust proofing, and other similar uses.

Automobile and boat repair, minor. A daytime retail operation wherein the sale, installation, and/or inspection of tires, batteries, brakes and other related minor parts or accessories is carried on; specifically intended to exclude major automotive repair and overnight outdoor storage of vehicles awaiting or under repair.

Automobile and boat sales, accessories. A retail shop that sells parts or accessories for vehicles that does not include any installation of same.

Automobile and boat sales, new. Retail sales or leasing of new automobiles, light load vehicles or boats. Sales, rental, and/or leasing of new automobiles or light load vehicles, including, as accessory uses: sales, repair, and automobile storage.

Automobile and boat sales, outside display. The use of any land area for the display and sale of new or used vehicles and accessory parts, including tires, for automobiles, trucks, vans, trailers, or recreation vehicles.

Automobile and boat sales, used. Retail sales or offering for sale of used automobiles, light load vehicles or boats.

Automobile and boat/rv storage. The storage on a lot or tract of operable motor vehicles for the purpose of holding such vehicles for sale, distribution or storage.

Automobile parking garage. A structure for the parking of automobiles.

Automobile parking lot. An area where a fee is charged for parking automobiles.

Automobile wash, automated secondary use. A facility for the washing of motor vehicles, including a self-service operation, operated in conjunction with another primary use, such as fueling stations or convenience stores.

Automobile wash, full service. A facility where a customer may have an automobile, motorcycle, or other vehicles washed in exchange for financial remuneration. This definition generally includes detailing of the vehicle and may include other services, such as leather or upholstery cleaning.

Automobile wash, self service. A facility, typically coin or token operated, used by the customer to wash their own automobiles, motorcycles, and other vehicles.

Bakery, candy or ice-cream shop. A relatively small retail establishment that primarily sells baked goods, candy and other confections, and/or ice-cream/yogurt for on-premises consumption or take-out.

Bar. An establishment principally for the sale and consumption of alcoholic beverages on the premises that derives 75 percent or more of its gross revenue on a quarterly (three-month) basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, for on-premises consumption. If an establishment is located in a hotel or motel, the gross revenues of the particular establishment, rather than the gross revenues of the entire hotel or motel, will be used in calculating the percentage of revenues derived from the sale or service of alcoholic beverages. (See section 106.05.02.2(e), "bar or brewpub" for regulations)

Bed and breakfast inn. An owner-occupied private home which offers lodging for paying guests not to exceed one week in duration, and which serves breakfast to these guests and which contains one or more guest bedrooms. (See section 106.05.02.2(f), "bed and breakfast" for regulations)

Body art studio. An establishment whose services include tattooing and/or body piercing. Tattooing shall mean the placing of designs, letters, figures, symbols or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin. Body piercing shall mean the creation of an opening in an individual's body, other than ear piercing, to insert jewelry or other decoration.

Brewpub. An establishment where the on-site brewing of beer occurs as well as tasting and/or retail sales. (See section 106.05.02.2(e), "bar or brewpub" for regulations)

Building material and hardware sales, major. An establishment for the sale of materials customarily used in the construction of buildings and other structures, including outside storage or display of materials or merchandise and may include the rental of construction tools and/or vehicles.

Building material and hardware sales, minor. An establishment for the sale of materials customarily used in the construction of buildings and other structures, without any outside storage or display of materials or merchandise.

Business Service. This group includes establishments primarily engaged in providing off-site services not elsewhere classified to business enterprises on a fee contract basis including, but not limited to, advertising agencies, computer programming, and software services, tutoring services excluding trade schools, and office equipment sales, rental, leasing, or repair. Examples include, but are not limited to, plumbing services, cleaning services, computer/equipment repair services with certain on-site storage needs such as fleet vehicles used to provide off-site services to customers.

Campground or RV park. Any area that is designed for occupancy by transients using tents, mobile trailers, or recreational vehicles for temporary sleeping purposes. Also, a tract of land on which two or more campsites are located, established, or maintained as temporary living quarters for recreation, education or vacation purposes.

Caretaker's/guard's residence. A residence located on a premises with a main nonresidential use and occupied only by a caretaker or guard, and his/her family, employed on the premises. (see section 106.05.02.2(g), "caretaker or guard residence" for regulations)

Catering service. A business which offers prepared food and drink for consumption elsewhere.

Child care center, incidental. A place designed solely for the care of children belonging to employees and/or patrons of the primary use. The center shall be completely contained within the primary use and shall not constitute more than 15 percent of the main use. The operating hours of the center shall be the same as the primary use and shall not include overnight lodging, medical treatment, counseling, or rehabilitation services. This use may be subject to regulation by the Texas Department of Family and Protective Services.

Child care center. A facility that is licensed to care for any number of children for less than 24 hours per day, at a location other than the permit holder's primary residence. Included in this definition are daycare services, Montessori schools.

Child care, group home. An adult and/or child caring facility licensed by the state, designed to provide resident services to individuals who are physically handicapped, mentally ill, mentally retarded, or developmentally disabled, in which no more than eight such individuals reside with one or more resident

counselors or other staff persons. For the purposes of this section, mental illness and developmental disability shall not include illegal use of or addiction to a controlled substance or any criminal behavior.

Child care, foster family home (independent). Per the definition of the department of family and protective services (DFPS) or as amended by the DFPS, a single independent home that is the primary residence of the foster parents and licensed to provide care for up to six children up to the age of 18 years.

Child care, foster group home (independent). Per the definition of the department of family and protective services (DFPS) or as amended by the DFPS, a single independent home that is the primary residence of the foster parents licensed to provide care for seven to 12 children up to the age of 18 years.

Child care, licensed child care center. Per the definition of the department of family and protective services (DFPS) or as amended by the DFPS, an operation providing care for seven or more children younger than 14 years old for less than 24 hours per day at a location other than the permit holder's home.

Child care, licensed child care home. Per the definition of the department of family and protective services (DFPS) or as amended by the DFPS, the primary caregiver provides care in the caregiver's own residence for children from birth through 13 years. The total number of children in care varies with the ages of the children, but the total number of children in care at any given time, including the children related to the caregiver, must not exceed 12.

Child care, listed family home. Per the definition of the department of family and protective services (DFPS) or as amended by the DFPS, a caregiver at least 18 years old who provides care in her own home for compensation, for three or fewer children unrelated to the caregiver, ages birth through 13 years. Regular care is provided, which is care provided for at least four hours a day, three or more days a week, and more than nine consecutive weeks. The total number of children in care, including children related to the caregiver, may not exceed 12.

Child care, registered child care home. Per the definition of the department of family and protective services (DFPS) or as amended by the DFPS, a caregiver who provides regular care in her own home for not more than six children from birth through 13 years. Child day care can be provided for six additional school-aged children before and after the customary school day. The total number of children in care at any given time, including the children related to the caregiver, must not exceed 12.

Clinic, animal (no outside runs). An animal medical facility designed for immediate and short term care (i.e. not requiring the animal to be boarded or kept within the facility overnight), for diagnosis, treatment of household pets including but not limited to dogs, cats, and birds.

Clinic, animal (with outside runs). A facility for diagnosis, treatment or hospitalization of household pets including but not limited to dogs, cats, birds, and horses.

Clinic/medical lab. Offices for one or more physicians, surgeons or dentists engaged in treating sick or injured persons, but not including rooms for the lodging of patients. The facility may also conduct the testing of blood and other tissue samples for the purpose of diagnosis of diseases.

College, university, or trade school. An institution established for educational purposes offering courses for study beyond the secondary education level, including trade schools and commercial schools offering training or instruction in a trade, art, or occupation.

Commercial amusement, indoor. An enterprise providing for indoor recreational activities, services, amusements, and instruction, usually for an admission fee. Uses may include, but are not limited to, bowling alleys, ice or roller skating rinks, bingo parlors, amusement arcades, and/or sports practice areas. Such business shall be constructed to limit noise by installing adequate acoustic barriers.

Commercial amusement, outdoor. An enterprise providing for outdoor recreational activities, services, amusements, and instruction, usually for an admission fee, including, but not limited to, batting cages, miniature golf, go-kart tracks, and carnivals.

Commissary. A facility that is the home base for a restaurant-equipped vehicle that serves as a mobile food vendor. The commissary also is used for the storage and partial production of food items that are delivered to customers by the mobile food vendor located away from the commissary location.

Communication tower/antenna. Any tower, mast, pole, tripod, box frame, or other structure utilized for the purpose of transmission, retransmission, and/or reception of electromagnetic, radio, television, or microwave signals. See also "antenna support structure." (See section 106.05.02.2(h), "communication antennas" for regulations)

Concrete batch plant, permanent. A permanent manufacturing facility for the production of concrete or asphalt.

Concrete batch plant, temporary. A temporary manufacturing facility for the on-site production of concrete or asphalt during construction of a project, and to be removed when the project is completed. Following removal, the tract shall be returned to its previous condition. (See section 106.05.03(a), "batch plants, temporary" for regulations)

Construction yard, field office, temporary. A building, structure, or storage/assembly yard used in conjunction with a development project for housing temporary supervisory or administrative functions related to development, construction, or the sale of real estate properties within the development and subject to removal at completion of construction. A facility used for the temporary office and material storage in connection with a project under construction or remodel. (See section 106.05.03(d), "construction yard, temporary" for regulations)

Contractor's shop. A facility for the contractor's office and the storage and maintenance of contractor's supplies and operational equipment.

~~*Custom personal service.* A shop, such as tailor, shoe repair, barbershop, beauty shop, health studio, spa/salon, or travel consultant.~~

Dwelling, assisted living facility. A private facility that provides care for chronically ill, aged, or disabled persons who need some health supervision and related care but not including hospital care. Such facilities do not contain facilities for surgical care or the treatment of alcoholism, drug addiction, communicable disease or injury. A facility designed for adults or children with special needs and/or who need assistance with daily living, including but not limited to the production of meals, assistance with shopping, management of medications and personal grooming. Typically, the resident occupies a room or suite of rooms and eats the majority of meals communally.

Dwelling, assisted living home. A facility located in a private residential home designed for adults who need or desire assistance with daily living, including but not limited to the production of meals, assistance with shopping, management of medications and personal grooming. (See section 106.05.02.2(j), "home child care" for regulations)

Dwelling, boardinghouse or rooming house. A building other than a hotel where lodging and/or meals for three or more persons are provided for compensation.

Dwelling, duplex. A building containing two single-family dwelling units totally separated from each other by an unpierced fire wall from basement to roof, intended or designed for occupancy by two families.

Dwelling, factory-built home. Any manufactured single-family mobile home constructed prior to June 15, 1976. (See also dwelling, HUD-Code manufactured home)

Dwelling, group home. An adult and/or child care facility, licensed by the state, designed to provide resident services to individuals who are physically handicapped, mentally impaired, or developmentally disabled, but does not provide services to individuals with psychiatric, addiction, substance abuse or who exhibit criminal behavior. (See section 106.05.02.2(j), "home child care" for regulations)

Dwelling, HUD-Code manufactured home. A HUD-Code compliant single-family structure constructed after June 15, 1976, designed for long-term residential use that is constructed elsewhere and is moved from the factory or sales location to its permanent site (see also dwelling, factory-built home)

Dwelling, listed family home. A home that provides child care for compensation for three or fewer children, excluding children who are related to the caretaker, for at least four hours a day, three or more days a week, for more than nine consecutive weeks in the caretaker's own residence and that is required to [be] listed with the state. (See section 106.05.02.2(j), "home child care" for regulations)

Dwelling, live-work. A dwelling unit that contains, to a limited extent, a separate commercial component on the ground floor and is typically in the form similar to a townhouse or store with residential quarters above or behind the commercial use.

Dwelling, mobile home. Any manufactured single-family mobile home constructed prior to June 15, 1976.

Dwelling, multifamily. Any building or portion thereof, which is designed, built, rented, leased, or let to be occupied as three or more dwelling units or apartments or which is occupied as a home or place of residence by three or more families living in independent dwelling units. Though residential in use, it is considered a commercial development in regard to and application of development standards and regulations. A building containing three or more dwelling units on a single lot or tract designed to be occupied by three or more families living independent of one another.

Dwelling, patio home. A dwelling on a separate lot with open space setbacks on at least three sides.

Dwelling, single-family, detached. A platted lot containing one dwelling unit, not attached to any other dwelling by any means and is surrounded by open space or yards, designed and constructed for occupancy by one family and has no physical connection to a building located on any other separate lot or tract.

Dwelling, townhome. A structure containing three or more dwelling units with each unit designed for occupancy by one household and each unit attached by a common fire wall.

Electrical power generating plant. All equipment, fixtures, and property operated or maintained in connection with the production of electricity and transmission of electricity produced.

Electrical substation. A location for transforming electricity prior to the distribution of electricity to individual customers.

Fairgrounds/exhibition area. An area that may include structures or outside areas for the exhibition of rodeos, conventions and similar special events.

Farm accessory building. A structure located on an active farm, ranch, or orchard in which livestock, feed, equipment, vehicles, or accessories necessary for the running of the business are kept, including but not limited to, barns, silos, sheds and exercise pavilions.

Farm, ranch, stable, garden or orchard. An area of five acres or more which is used for growing of usual farm products, vegetables, fruits, trees and grain and for the raising thereon of the usual farm poultry and farm animals such as horses, cattle, and sheep and including the necessary accessory uses for raising, treating, and storing products raised on the premises, but not including the commercial feeding of offal or garbage to swine or other animals and not including any type of agriculture or husbandry specifically prohibited by ordinance or law.

Farmers market. An area containing individual vendors who offer fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers, and honey for sale. This definition does include the sale of meat, fish, poultry, eggs, refrigerated dairy products, or home canned or packaged items when the proper health rules and regulations are followed and/or health permit obtained. (See section 106.05.03(c), "farmers market, temporary" for regulations)

Florist. A facility for the retail sale of flowers, ornamental plants, and accessory items. This definition does not include a nursery with outside display. (See also Greenhouse and Nursery)

Fraternal organization, lodge, civic club, fraternity or sorority. A group of people whose membership is restricted by a set of bylaws or regulations.

Funeral home/crematorium. A place for the storage of human bodies prior to their burial or cremation, or a building used for the preparation of the deceased for burial or cremation, where cremation

occurs within the building, with or without place where ceremonies or gatherings connected to the deceased may occur.

Funeral home/mortuary. A place for the storage of human bodies prior to their burial, or a building used for the preparation of the deceased for burial and the display of the deceased, a place where ceremonies or gatherings connected to the deceased may occur, but does not allow the cremation of human remains.

Gas pumps/fuel sales. A retail fuel sales facility selling fuel for motor vehicles including, but not limited to, automobiles, motorcycles, buses, or recreational vehicles with no ancillary services such as vehicle service, vehicle repair, or sale of items other than fuel. The fueling or gasoline station may be attended or automated.

Golf course, tennis club, polo club, or country club (private). An area of 20 acres or more containing a golf course, polo facilities, tennis facilities and/or a clubhouse and available only to private specific membership; such a club may contain adjunct facilities such as private club, dining room, swimming pool, retail sales, and similar recreational or service facilities. A tract of land with at least nine holes for playing the game of golf that may include a clubhouse, dining and snack bar, pro shop, practice facility and other accessory uses.

Greenhouse or nursery for retail plant sales. A facility that may include the outside display of plants offered for sale when such display is located behind the front yard line established in the district in which the nursery or greenhouse is located.

Gun or archery range, indoor. Any indoor facility open to the public and occupying all or a portion of a building where firearms are discharged or arrows are shot for either testing or recreation purposes. Such business shall be constructed to limit noise by installing adequate acoustic barriers.

Gunsmith. A retail establishment for the sale and service of guns and related items.

Gymnastics/dance studio/martial arts. A building or portion of a building used by a gymnast, dancer, or martial artist for practice or for instructional classes in gymnastics, dance, or martial arts and similar activities.

Health/fitness center. A facility which promotes physical fitness, weight control, exercise, and personal improvement that may also include massage or bathing.

Heavy machinery sales, service, and storage. A retail or wholesale facility that sells, services and stores heavy machinery such as farm equipment, dredging equipment, paving equipment, etc.

Helipad. A place, typically on the roof of a building or a small ground area where helicopters may land and take off, but without any service or fueling capabilities. (See section 106.05.02.2(a), "airport/helipad/heliport" for regulations)

Home occupation. An occupation, which is secondary to the primary use of a dwelling as a residence, conducted on residential premises by the occupant of the residence. Home occupations shall be subject to the conditions set forth in section 106.05.02.2(k), "home occupations." Any activity carried out for personal gain in a dwelling unit by a resident of the premises, which occupation is secondary to the residential purpose of the premises.

Hospital. An institution or place where sick or injured patients are given medical or surgical care either at public (charity) or private expense.

Hotel. A building or group of buildings designed for and occupied as a temporary abiding place of individuals with access to the rooms from an indoor corridor and providing six or more room units where customary services such as linen, maid service, telephone, and upkeep of furniture are provided for a daily fee.

Hotel, extended stay (also called "residence hotel"). A building or group of buildings used as a temporary dwelling place for individuals in exchange for financial consideration where customary hotel services such as linen, housekeeping service, and telephone are provided. Residence hotel room units are designed to be suitable for long term occupancy with financial consideration typically being calculated on a weekly and/or monthly basis. Typical residence hotel attributes include, but are not limited to, kitchen

facilities, and external doorways into room units. (See section 106.05.02.2(l), hotel, extended stay" for regulations)

Hotel, full-service. A full service hotel is considered a top tier hotel in terms of amenities and service provided to the clientele. (See section 106.05.02.2(m), "hotel, full-service" for regulations)

Hotel, limited service. A limited service hotel provides travelers an economical choice with fewer amenities than a full service hotel. (See section 106.05.02.2(n), "hotel, limited-service" for regulations)

Household appliance service and repair. A retail establishment where household appliances are serviced and repaired on site. May also include sales of new or used household appliances.

Incidental retail and service uses. Defined as operating within another establishment, such as a bank branch, nail salon, eyewear service, tax service, etc. within a "big box" store. May also be located within an office complex or hotel, such as a deli, convenience store, or restaurant for the use of the employees and guests.

Kennel, indoor. An establishment where domesticated animals (four or more dogs, cats or other domestic animals at least four months of age) are housed, groomed, bred, boarded, trained, or sold for commercial purposes that does not include outside pens or runs.

Kennel, outdoor. An establishment where domesticated animals (four or more dogs, cats or other domestic animals at least four months of age) are housed, groomed, bred, boarded, trained, or sold for commercial purposes that includes outdoor pens or runs.

Laundry and/or dry cleaning, commercial. A plant for cleaning garments, fabrics, rugs, uniforms, draperies, or other similar items on a commercial or bulk basis.

Laundry and/or dry cleaning, pickup and receiving station. A facility that only receives and dispenses laundry and dry cleaning that is processed in bulk by a commercial laundry or dry cleaning facility located elsewhere.

Laundry and/or dry cleaning, self-service. A facility for washing and/or dry cleaning garments and similar items where typically the customer supervises and handles the cleaning of his/her garments and items, such as a laundromat. Machines for use are typically of a similar size as found in the home and not a commercial laundry or cleaning plant.

Laundry and/or dry cleaning, small custom shop. A retail establishment for the cleaning of individual garments, fabrics, rugs, draperies or other similar items on the premises, which may include minor garment repair. A custom cleaning shop not exceeding 5,000 square feet of floor area or a pickup station.

Liquor store. A facility for the sale of beer, wine, and/or liquor not for on-premises consumption that derives 75 percent or more of its gross revenue from the on-premises sale of beer, wine, and/or liquor. (See section 106.05.02.2(o), "liquor stores" for regulations).

Machine/welding shop. A facility in which materials are processed by machining, cutting, grinding, welding, etc.

Manufactured home. Any manufactured single-family mobile home constructed prior to June 15, 1976. (See also Dwelling, factory-built home. (See section 106.05.02.2(p), "manufactured home replacement" for replacement regulations)

Manufactured/mobile home display and sales. The offering for sale, storage, or display of trailers, HUD-Code manufactured homes or mobile homes on a parcel of land but excluding the use of such facilities as dwellings either on a temporary or permanent basis. Such use may be permitted with the approval of the town council in the MH Mobile Home District to permit sale of mobile homes or HUD-Code manufactured homes owned by the mobile home park owner or operator for placement in the mobile home park.

Manufacturing and industrial, heavy. A facility that involves assembly and fabrication activities and the use of machines, tools and labor to make items for use or sale and typically requires access to major thoroughfares, major highways, and/or other means of transportation such as the railroad for transfer of parts and final products. May also include warehousing, research and development, wholesaling

operations with infrequent customer or client visits, and may include related office and shipping areas. Heavy industry involves one or more of the following characteristics such as large and heavy products; large and heavy equipment and facilities (such as heavy equipment, large machine tools, and spacious buildings); or complex and numerous processes. The labor for heavy industry often must be highly skilled. Examples of heavy industry include, but are not limited to, steel manufacturing, automotive assembly, machine tool design and construction, boat or aircraft manufacturing, and power plants.

Manufacturing and industrial, light. A facility that involves assembly and fabrication activities and the use of machines, tools and labor to make items for use or sale. May also include warehousing, research and development, wholesaling operations with infrequent customer or client visits, and may include related office and shipping areas. Light industry is often assembly-based and is typically consumer-oriented (i.e., most light industrial products are sold to retail stores or end users rather than as intermediate parts for use by other industries). Light industry generally has less environmental impact than those associated with heavy industry. Light industry may employ lower skilled workers with only moderate training and often employ large numbers of people. Light industries require a relatively small amount of raw materials, area and power. Examples of light industry include, but are not limited to, plastic items, clothing, shoes, foods, beverages, personal care and home care products, cosmetics, drugs, furniture, consumer electronics, and home appliances.

Media studio. A facility where the production, editing, storage, and/or transmittal of audio/visual media occurs. Includes, but is not limited to, a TV studio, a radio studio, a production or editing facility. (See section 106.05.02.2(q), media studio" for regulations)

Mini-warehouse/self storage. A building containing separate, individual self-storage units for rent or lease. The conduct of sales, business, or any activity other than storage is prohibited within any individual storage unit.

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

Mobile food vendor, food truck. Any person who operates and sells food from a motorized vehicle capable of moving from place to place during the course of the day and may include some preparation of food or drink for sale.

Mobile food vendor, stationary. Any person or persons who operates and sells food from a stationary cart or trailer mounted on a chassis, for a period of 15 calendar days or more per year. Stationary mobile food vendors include, but are not limited to, snow-cone stands, hot-dog carts, and ice-cream carts. Any similar facility that operates for 14 calendar days or less shall be considered a "temporary food establishment" as defined by the town health ordinance, as it exists or may be amended.

Model home. A single-family dwelling in a developing subdivision located on a legally platted lot of record that is limited to temporary use as a sales office for the subdivision and to provide an example of the dwellings which have been built or which are proposed to be built in the same subdivision. (See section 106.05.03(e), "model home, temporary" for regulations)

Motel. A facility offering short-term overnight lodging accommodations on a daily rate to the general public and having direct access to individual guest rooms from the parking area or outside balconies.

Motorcycle sales/service. A facility that sells, leases, and services motorcycles, usually defined as two-wheeled, self-propelled vehicle having one or two saddles or seats, and may have a sidecar attached. For purposes of this chapter, motorbikes, motor-scooters, mopeds and similar vehicles are classified as motorcycles.

Municipal uses operated by the Town of Little Elm. Any structure, park, open space, or roadway owned and/or operated by the Town of Little Elm, including but not limited to town hall, libraries, recreation centers, parks, and roadways.

Museum/art gallery. A building serving as a repository for a collection of natural, scientific, artistic, or literary objects of interest, and designed to be used for viewing, with or without an admission charge, and which may include as an accessory use the sale of goods related to the collection.

Office, administrative, medical, or professional. A building used for the provision of executive, management, or administrative services. Typical uses include, but are not limited to, administrative offices and services including real estate, property management, investment, medical, architect, engineer, travel, secretarial services, accounting organizations and associations, and vehicle rental office without on-site storage of fleet vehicles.

Office, showroom. A building that primarily consists of sales offices and sample display areas for products and/or services delivered or performed off-premises. Catalog and telephone sales facilities are examples. Incidental retail sales of products associated with the primary products and/or services are also permitted. Warehousing facilities shall not exceed 50 percent of the total floor area. This designation does not include contractor's shop and storage yard.

Office, warehouse, distribution center. A building primarily devoted to storage, warehousing, and distribution of goods, merchandise, supplies, and equipment. Accessory uses may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas. Also referred to as "flex space."

Open storage and display, permanent. A secondary land use providing outdoor storage or display of commodities, materials, goods, equipment, vehicles, or merchandise in its normal day-to-day business activities. This definition excludes new and used sale or lease of automobiles, motorcycles recreational vehicles, boats, or watercrafts. This definition does not include temporary outside merchandise display, such as a sidewalk sale. (See section 106.05.02.2(s), "open storage, permanent or ongoing" for regulations)

Open storage and display, temporary. The temporary display of merchandise for sale outside of a building. (See section 106.05.03(f), "open storage, temporary" for regulations)

Open storage and display, under eave display, temporary. The temporary display of merchandise for sale located immediately outside the main entrance to the building and generally in the area that is adjacent to the building and between the building and the walkway/entrance. Items include, but are not limited to, firewood, plants, pumpkins, shopping carts, and other similar items. (See section 106.05.03(g), "open storage, temporary, under eave display" for regulations)

Park or playground. An open recreation facility or park owned and operated by a public agency such as the municipal park department or school board and available to the general public.

Personal Service (other than listed). Establishments primarily engaged in providing on-site services to consumers based on intellectual or manual efforts. Examples include, but are not limited to, a licensed massage business, tutoring service, tailor, shoe repair service, barbershop, beauty shop, health studio, spa/salon, or travel consultant.

Portable building sales. A retail establishment that sells portable buildings meant to be used as accessory uses only and not for habitation.

Print shop, major industrial plant. An establishment specializing in long-run printing operations including, but not limited to, book, magazine, and newspaper publishing using engraving, die cutting, lithography, and thermography processes.

Print shop, minor retail shop. An establishment specializing in short-run operations to produce newsletters, flyers, resumes, maps, construction documents and plans, and similar materials using photocopying, duplicating, and blue printing processes. This definition shall include mailing and shipping services, but excludes the on-site storage of heavy load fleet vehicles, such as a Kinko's.

Printing plant, reprographic shop. A facility for the reproduction of materials or drawings on a job order or bulk basis utilizing lithography, off-set printing, or other printing techniques.

Private club. A facility that caters to a limited clientele that requires membership standing in order to participate. May include, but is not limited to, cigar clubs, gaming clubs, pool rooms, or other similar type uses. May require additional licenses from TABC or the state for operation. Does not include not-for-profit gaming operations, such as Bingo, offered by charitable organizations.

Religious facility. A building used primarily for religious assembly and worship and those accessory activities which are customarily associated therewith, and the place of residence for ministers, priests, nuns, rabbis, or other religious personnel on the premises (tax exempt as defined by state law). For the purposes of this chapter, Bible study and other similar activities that occur in a person's primary residence do not constitute a "religious facility."

Research and development center. Facilities for research including laboratories, experimental equipment and operations involving compounding or testing of materials or equipment. Any facility that is determined by health, fire, or building official to be a hazard or nuisance to adjacent property or the community at large, due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor, or vibration, or the danger of fire, explosion, or radiation is not to be included in this category.

Restaurant. A building or portion of a building where food and drink is served for consumption in the building, and where provisions may be made for serving food on the premises outside the building.

Restaurant, dine-in only. An establishment where food and drink are prepared, served and consumed by the general public within an indoor dining area and may include an outdoor seating area.

Restaurant, dine-in only with alcoholic beverages. An establishment where food and drink, including alcoholic beverages, are prepared, served and consumed by the general public within an indoor dining area and may include an outdoor seating area.

Restaurant, drive-in. An eating establishment where food or drink is served to customers in motor vehicles or where facilities are provided on the premises which encourage the serving and consumption of food in automobiles on or near the restaurant premises. An establishment where food and drink are prepared and ordered via service screens and served to customers either in an outdoor seating area or in their motor vehicles that are temporarily parked and which the food will generally be consumed in their vehicles or off-premises.

Restaurant, drive-through service. An establishment where food and drink are prepared, served and consumed by customers who are given the option of dining within the indoor dining area, the outdoor seating area or via a service window and drive-through lane to customers in motor vehicles who will be consuming the food off-premises.

Restaurant, pick-up or delivery only. An establishment preparing food to the general public in which the food, once prepared, is either picked up for consumption off-premises, or is delivered to the end user by the restaurant staff.

Restaurant, temporary. A retail food establishment that operates at a fixed location for a limited period of time.

Restaurant, with micro-brewery. An establishment that serves food and alcoholic beverages that prepares handcrafted natural beer or ale intended for consumption on the premises as an accessory use.

Salvage yard, wrecking yard. Any lot upon which four or more motor vehicles of any kind which are incapable of being operated due to condition or a lack of license or have been placed for the purpose of obtaining parts for recycling or resale.

School, charter. An alternative institution to the public school system licensed and funded by the state which provides a basic academic education comparable to that provided in the public schools and receives funding from the state and charges no admission fees to its attendees.

School, private or parochial. A school under the sponsorship of a private or religious agency having a curriculum generally equivalent to public elementary or secondary schools, but not including private or trade or commercial schools, and receives no funding from any governmental agency. Establishments that provide cooperative education (co-op) are included in this definition.

School, public. An educational institution regulated by the state which is operated by the public or an independent school district, having a curriculum that includes kindergarten, elementary or secondary education, but not including private, business, commercial, trade, or craft schools.

Seasonal sales. Temporary display and sale of items customarily associated with a particular season, such as Christmas trees, holiday decorations, firewood; pumpkins, or any other similar product for sale during a recognized holiday.

Senior living facility. A multiple family dwelling means any building or portion thereof which is designed, built, rented, leased or let to contain three or more age-restricted (55 or older) dwelling units or apartments on a single lot, or which is occupied as a home or place of residence by three or more age-restricted (55 or older) families living in independent dwelling units.

Sewage pump station. A facility for transporting sewer including pumps, piping, valves and controls.

Sewage treatment plant. A facility that treats sewage so that it may be returned to the natural water supply without negative effects. Water from a sewage treatment plant is considered "gray water" and is suitable for irrigation but no consumption.

Sexually oriented businesses. Sexually oriented establishments and businesses as defined in town Ordinance No. 628 as it exists or may be amended. Sexually oriented uses include, but are not limited to, adult bookstore, adult video store, adult theater, adult cabaret, sexual encounter center, and nude modeling center. (See section 106.05.02.2(v), "sexually oriented businesses" and the aforementioned town ordinances for regulations)

Smoking establishment. An establishment that sells products and devices primarily for the purpose of smoking or vaping in various forms. These establishments sometime provide a contained area with a separate ventilation system for the purpose of smoking within the associated structure.

Store, big box. A retail establishment with a single-tenant that comprises more than 50,000 square feet, such as Target or Walmart.

Store, convenience. A retail establishment providing for the sale of food items, nonprescription drugs, small household items and gifts. Gasoline and diesel fuel may also be offered for sale. Maximum size of the establishment shall be no more than 6,000 square feet, not including storage areas and administrative offices.

Store, discount, variety or department. A retail establishment offering a wide variety of merchandise in departments and exceeding 6,000 square feet in floor area.

Store, drugstore or pharmacy. A retail establishment for preparing, preserving, compounding and dispensing of drugs and medicines; and may include the display and sale of other merchandise such as cosmetics, notions, fountain service and similar items.

Store, feed. A retail establishment for the sale of grain, prepared feed, and forage for pets, livestock and fowl, but not involving the grinding, mixing, or commercial compounding of such items. An establishment for the selling of corn, grain, and other foodstuffs for animals and livestock and including other implements and goods related to agricultural processes, but not including farm machinery.

Store, furniture, home furnishings and appliance store. A retail facility that sells primarily goods for the home, such as furniture, carpet, appliances, and accessories.

Store, grocery. A retail establishment that displays and sells consumable goods and sundries and may include secondary uses such as a pharmacy, photo shop, banking service, delicatessen, bakery and/or prepared foods.

Store, hardware and home improvement. A retail establishment that sells building materials, paint, cutlery, tools, utensils, screws, nails, etc. This definition does not include "big box" hardware/lumber/home improvement type stores with outdoor display.

Store, incidental retail or service uses. Located within an office or other employment center, such uses include barbershop or beauty shop, smoke shop, candy counter, restaurant, pharmacy, or other incidental activity secondary to the primary office or employment occupancy.

Store, pet shop. A retail establishment offering small animals, fish, or birds for sale as pets and where all such creatures are housed within the building.

Store, shopping center. A group of retail, service, commercial, and restaurant establishments planned, constructed and managed as a single entity with customer and employee parking provided on-site, provision for goods delivery separated from customer access, provision of aesthetically appropriate design and protection from the elements.

Street, private. A thoroughfare which affords access to property abutting thereon for residents of that property and service vehicles only via controlled gate access. The land on which the street is constructed is owned by a homeowners association and the street is maintained by that entity. (See sections 106.05.02.2(t), "private street development/gated communities - existing subdivisions" and (u), "private street development/gated communities - new subdivisions", for regulations)

Street, public. A thoroughfare which affords principal means of access to property abutting thereon. The land on which the street is constructed is owned by a governmental entity and the pavement is maintained by that entity.

Telephone exchange. A telecommunications facility to which subscribers' telephones connect that switches calls among subscribers or to other exchanges for further routing.

Theater, drive-in. An outdoor facility arranged so that patrons can view the screen and receive the sound in the privacy of their cars, or while seated outside.

Theater, indoor. A facility for showing motion pictures to an audience inside an enclosed structure.

Transit center/bus terminal. Passenger terminal or loading facilities for franchised private or publicly-owned transit system.

Truck terminal. An area where trucks used to transport goods are stored or parked between trips.

Truck/trailer/heavy equipment/RV/bus repair. An establishment providing major and minor automobile repair services to heavy load vehicles defined as self-propelled vehicles having a manufacturer's recommended gross vehicle weight (GVW) of greater than 11,000 pounds, such as large recreational vehicles, tractor trailers, buses and other similar vehicles. Such vehicle repair may occur within a structure or outside the structure due to the size of the vehicles.

Truck/trailer/heavy equipment/RV/bus sales. A facility which sells or leases vehicles having a manufacturer's recommended gross vehicle weight (GVW) of greater than 11,000 pounds, such as large recreational vehicles, tractor trailers, buses and other similar vehicles. The term "truck" shall be construed to mean "heavy load vehicle" unless specifically stated otherwise. The sales and leasing facility includes outdoor storage and display of the vehicles listed.

Utility distribution/transmission line. Facilities, including subsidiary stations, that serve to distribute, transmit, transform, or reduce the pressure of gas, water, or electric current, including, but not limited to, electrical transmission lines, gas transmission lines, and metering stations.

Vending kiosk, commercial. An unmanned structure that provides a product for remuneration. Examples are ice machines, video vending machines (see section 106.05.02.2(w), "vending kiosk, commercial" for regulations).

Vending kiosk, not-for-profit. An unmanned structure that provides a product. The fee for such product may be reduced or waived. (See section 106.05.02.2(x), "vending kiosk, not-for-profit" for regulations)

Warehouse. A large facility used primarily for the storage of goods and may include an office incidental to the primary use.

Water pumping station. A facility for transporting water including pumps, piping, valves and controls.

Water reservoir or well. An artesian well or manmade underground reservoir where water is collected and kept in quantity for use by a water system.

Water treatment plant. A facility for the purifying, storage, and distribution of town water including a system of reservoirs, channels, and mains.

Wholesale and distribution center. An establishment engaged in the receipt, storage, and distribution of goods, products, cargo, and materials to retailers, wholesalers, agents, brokers, and/or to industrial, commercial, institutional, or professional business users and may include an office incidental to the primary use.

Winery/brewery retail sales. An establishment operated by the holder of a winery or brewery permit which has been lawfully issued to the permittee for the premises by the Texas Alcoholic Beverage Commission (or any successor entity thereto) in accordance with V.T.C.A., Alcoholic Beverage Code ch. 16 for the on-premises consumption of wine and or beer.

Winery/brewery/distillery. A manufacturing plant designed to distill alcoholic spirits such as wine, beer, ale or liquor. No on-premises individual sales of alcoholic drinks are allowed.



Town Council Meeting

Date: 03/02/2021
Agenda Item #: 7. C.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Skye Thibodeaux, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1602 for a Request to Amend the Knotting Hill Planned Development (Planned Development No. 1362) on Approximately 4.89 acres of Land Zoned Planned Development-Single Family District Ranchette Estates (PD-A-RE) to Allow for the Use of an Event Center with Modified Development Standards, Generally Located on the West Side of Eldorado Parkway, Approximately 271 feet north of Cardinal Ridge Lane, within Little Elm's Town Limits.**

DESCRIPTION:

Location

The subject property is generally located on the west side of Eldorado Parkway, approximately 271 feet north of Cardinal Ridge Lane, within Little Elm's town limits.

Planning Analysis

The applicant is requesting to amend the existing Planned Development to allow for an Event Center and a future accessory storage structure with modified development standards. Since the PD was initially approved, the applicant has installed the following items that need supporting stipulations:

- **Black Metal/Wood-framed Fence with Irrigated Living Screen** - as shown in the attached exhibits, the applicant constructed a perimeter fence with living screen to provide additional privacy to the subject property.
- **Small Garage/Storage Addition** - as shown in the attached exhibits, the applicant has begun constructing an addition to the existing accessory garage structure for the purpose of additional minor storage.
- **Event Center Use** - the use of Event Center is permitted within the subject PD and is defined as a public or privately owned structure or area used for the purposes of public performances, sporting events, private receptions or parties, or similar attractions.

Additionally, the applicant would like the option in the future to construct a larger accessory structure in the rear of the property for the purpose of larger scale storage for future event and catering items as the business continues growth. In discussions with staff regarding intended design, the applicant indicated the intent of design of the structure to be compatible with the primary event center. Upon future plan submittals, staff is proposing a stipulation that the potential structure be reviewed at the discretion of the Director of Development Services and a Development Agreement be executed by Council that will lock in the intended design.

BUDGET IMPACT:

There is no budget impact associated with this item.

RECOMMENDED ACTION:

The Planning & Zoning Commission recommended approval of the requested PD amendment unanimously.

Attachments

Location Map

Site Exhibit

Site Photo

Site Photo

Site Photo

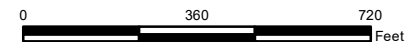
Site Photo

Site Photo


Ordinance No. 1602



**Knotting Hill Place
Zoning Case**
Date: 2/4/2021



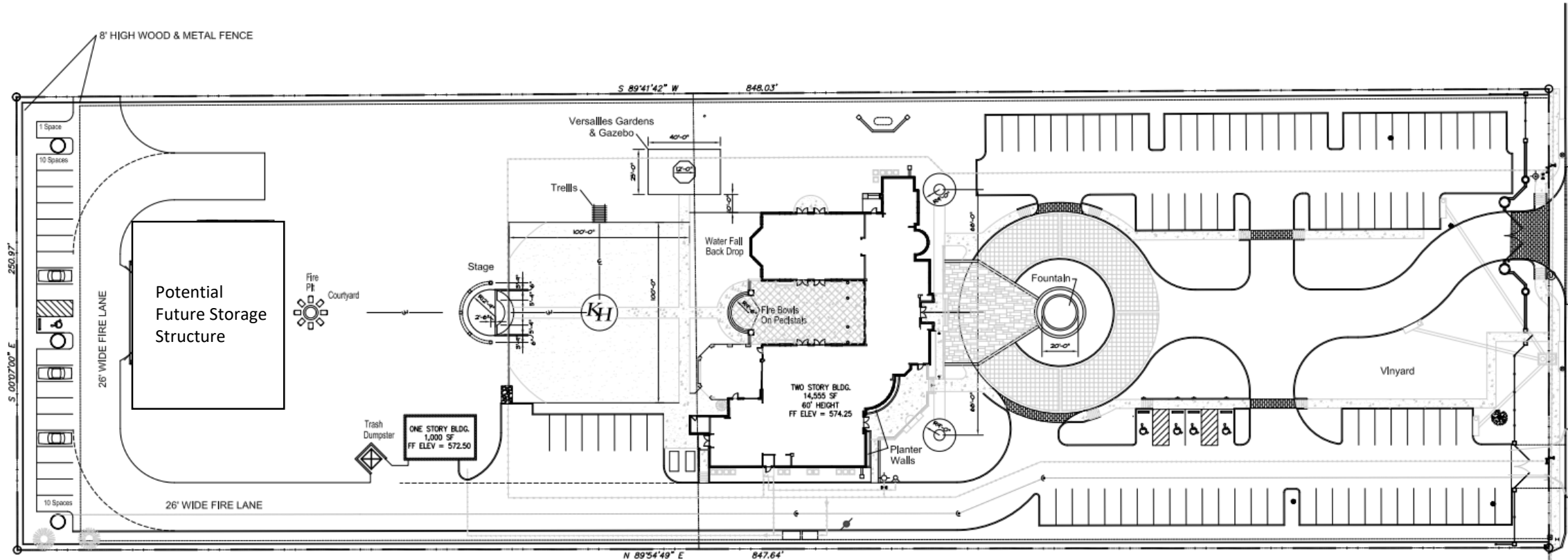
Legend

-  Subject Property
-  Parcels



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ELDORADO PARKWAY



NORTH

SITE PLAN

SCALE: 1" = 30'-0"











TOWN OF LITTLE ELM

ORDINANCE NO. 1602

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, AS AMENDED, BY AMENDING APPROXIMATELY 4.89 ACRES OF LAND ZONED PLANNED DEVELOPMENT- SINGLE FAMILY DISTRICT RANCHETTE ESTATES (PD-A-RE) TO ALLOW FOR AN EVENT CENTER WITH MODIFIED DEVELOPMENT STANDARDS; GENERALLY LOCATED ONE THE WEST SIDE OF ELDORADO PARKWAY, APPROXIMATELY 271 FEET NORTH OF CARDINAL RIDGE, WITHIN LITTLE ELM TOWN LIMITS; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the applicant, Brian Banner of Knotting Hill Holdings LLC, is the owner of certain property ("Property"), being approximately 4.89 acres more specifically described on the Location Map attached hereto and incorporated herein; and

WHEREAS, the applicant has requested to amend the existing zoning on the property zoned Planned Development-Single Family Residential District (PD-A-RE) to allow for the use of an event center with modified development standards; and

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

WHEREAS, after due deliberations and consideration of the recommendation of the Town Planning and Zoning Commission, and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has

determined that the rezoning request is in the best interests of the public health, safety, and welfare of the residents of the Town and that it is the public interest to establish this planned unit development district.

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

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

SECTION 2. ZONING AMENDMENT. The Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for an amendment to **Planned Development-Single Family Residential District (PD-A-RE)** to allow for an event center with modified development standards on approximately 4.89 acres of land, generally located on the west side of Eldorado Parkway, approximately 271 feet north of Cardinal Ridge Lane, more particularly described on the Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

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

A. PERMITTED USES:

- Event Center - the use of Event Center is permitted within the subject PD and is defined as a public or privately owned structure or area used for the purposes of public performances, sporting events, private receptions or parties, or similar attractions.

B. SCREENING:

- Black Metal/Wood-framed Fence with Irrigated Living Screen - the existing screening fence along the northern and southern property boundaries with living screen are permitted in this District.

C. FUTURE PLANS for STORAGE & ASSOCIATED SITE IMPROVEMENTS:

- Upon future plan submittals, potential future structures and associated site improvements for the purpose of storage shall be compatible in aesthetic and design to the existing event center structure to be reviewed at the discretion of the Director of Development Services.
- Once potential future plans are determined to be satisfactory by the Director of Development Services, a Development Agreement shall be formed and to be considered and executed by Town Council.

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

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

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

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

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

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

PASSED AND APPROVED the 2nd day of March, 2021.

The Town of Little Elm, Texas

David Hillock, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

ATTACHMENTS

- 1. Location Map**
- 2. Survey**
- 3. Conceptual Site Plan**
- 4. Conceptual Landscape Plan**
- 5. Conceptual Elevation**
- 6. Special PD regulations**



Town Council Meeting

Date: 03/02/2021
Agenda Item #: 7. D.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Skye Thibodeaux, Planning Manager

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1603 for a Town-initiated Request to Rezone Approximately 5.3 Acres of Land from Lakefront (LF) to Planned Development-Lakefront (PD-LF) to Allow for the Use of a Religious Facility and Future Residential with Modified Development Standards.**

DESCRIPTION:

Location

The subject property is generally located at the northwest corner of Eldorado Parkway and Lakefront Drive, within Little Elm's town limits.

Planning Analysis

Recently, the Button Memorial Methodist Church has decided to take action on a few items that will provide assistance with a few of their ministries, including the Boy Scouts of America. One of the requests also includes proposed residential lots to the north of the existing church along the King Street cul-de-sac. In order for the Town to accept the proposed requests, this would require modified development standards as written in our current Zoning Ordinance. Additionally, the overall Planned Development shall adhere to the associated Development Agreement.

Current & Future Request

- **Accessory Structures** - The religious facility is proposing to construct a 30'x55' metal accessory structure with the purpose of storing materials for the Scouts. It is also staff's current understanding that the covered, open air portion of the structure may be utilized to store property maintenance equipment. To note, the Zoning Ordinance requires outside storage to be screened from view of the right-of-way. Additionally, there is an existing wood shed on the property. Part of the PD request is to conform the existing accessory structure.
- **Future Residential** - The religious facility is proposing future residential along the property they own fronting the cul-de-sac of King Street as shown on the associated zoning exhibit.

Please note this does not create the need to rezone any portion of the base Lakefront District within the proposed PD boundaries, but rather to allow the opportunity to develop residential lots in the future. The potential development of residential lots along King Street shall follow the standards and procedures as laid out in the Lakefront Residential Overlay District.

The Comprehensive Plan encourages housing development and redevelopment opportunities within the Lakefront District. It also encourages lot size variations within Planned Developments. Adding single-family residential lots to the Lakefront District allows for future residents to take part in the current and upcoming recreational and leisure opportunities and provides for a more enhanced quality of life and, as such, staff is amenable to this request.

Existing Nonconforming Items

The religious facility was constructed in 1980, well before the establishment of the Town's Lakefront District. Staff is utilizing this PD request to conform certain items that do not meet current Lakefront District standards relative to the existing religious facility. Existing development within this PD, unless noted otherwise, is exempt from having to obtain approval via major waiver for the following items:

- Required retail construction requirements
- Block Face requirement

Additional Items to Note

The following items are primarily being addressed via review of a replat associated with the property, but staff wanted to note these items within this analysis to make the Commission aware of items that will be discussed when the plat is ready to move forward for consideration and action:

- **Development Agreement** - a Development Agreement for the property will be formed to "lock in" the design of the proposed accessory structure along with addressing shared site improvement items.
- **Shared Parking, Fire Lane/Access** - a note will be formed on the replat addressing these shared items between the existing Religious Facility and residential lot. These items will be addressed within the Development Agreement as well.

At the February 18, 2021, Planning & Zoning Commission meeting, the Commission agreed with staff's proposed standards with the exception that the proposed accessory structure meet the associated architectural design standards as regulated by the Zoning Ordinance.

BUDGET IMPACT:

There is no budget impact associated with this item.

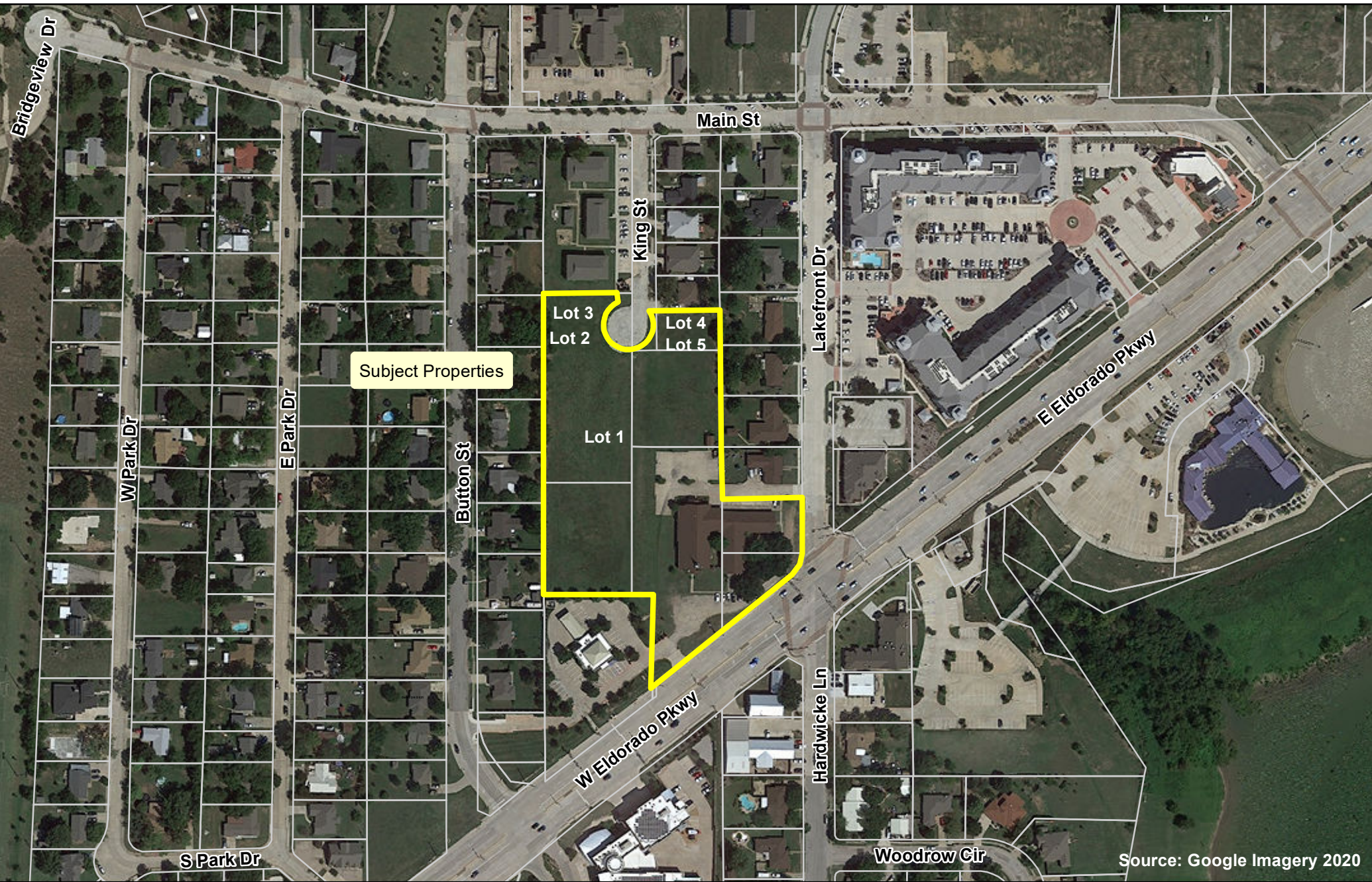
RECOMMENDED ACTION:

The Planning & Zoning Commission recommended approval of the proposed Planned Development with the additional recommendation that the proposed accessory structure be designed to meet the architectural requirements as required by Section 106.05.02.1.4 (Accessory Uses - Architectural Requirements).

Attachments

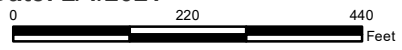
Location Map

Reference Exhibit
Proposed Accessory Structure
Ordinance No. 1603





**Button Memorial United Methodist Church Addition
Lots 1-5, Block A
Zoning Case**

Date: 2/4/2021



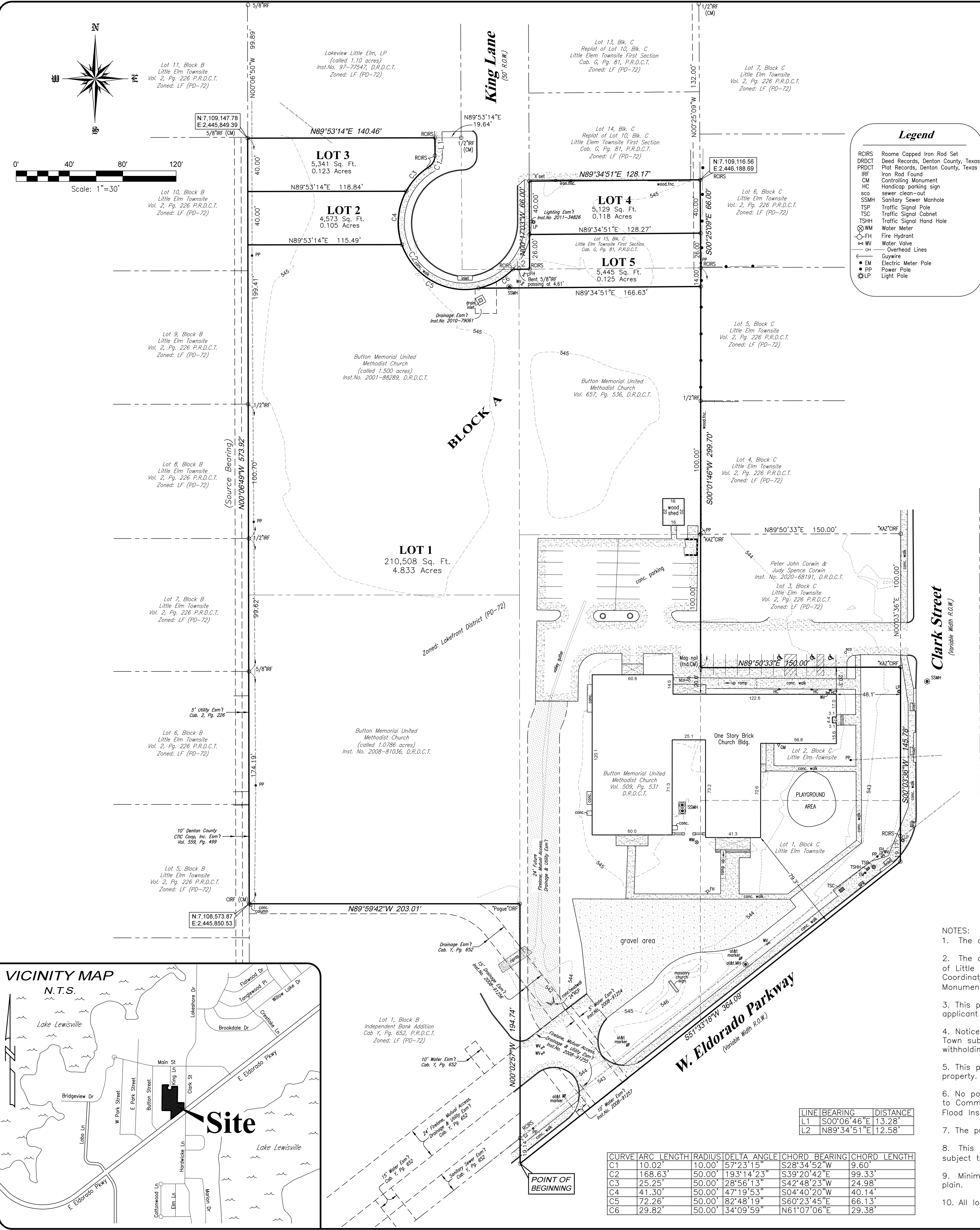
Legend

-  Subject Property
-  Parcels



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OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, Button Memorial United Methodist Church, is the owner of multiple tracts of land situated in the State of Texas, County of Denton, and Town of Little Elm, being part of the R. Hensworth Survey, Abstract No. 577, being all of Button Memorial United Methodist Church properties as follows: a called 1.0786 acre tract as recorded under Inst. No. 2008-81036, all of a called 1.500 acre tract as recorded under Inst. No. 2001-88289, all of a Button tract recorded in Volume 509, Page 536, all of a Button tract recorded in Volume 509, Page 531 of the Deed Records of Denton County, Texas (henceforth D.R.D.C.T.), and all of Lots 1 and 2, Block C of Little Elm Townsite as recorded in Volume 2, Page 226 of the Plat Records of Denton County, Texas (henceforth P.R.D.C.T.), with said premises being more particularly described as follows:

BEGINNING at a point in W. Eldorado Parkway (a variable width right-of-way), said point being the southwest corner of said Button tract (Vol. 509, Pg. 531), from which a Roome capped iron set on line for reference bears North 00°02'57" West, 19.14 feet;

THENCE with the west line of Button tract (509/531) and the east line of Lot 1, Block B, Independent Bank Addition as recorded in Cab. Y, Page 652 of the P.R.D.C.T., North 00°02'57" West, passing at 19.14 feet set reference iron, and continuing for a total distance of 194.74 feet to a Pogue capped iron rod found marking the northeast corner of Lot 1, and the southeast corner of Button 1.0786 acre tract;

THENCE with the north line of Lot 1, and the south line of said 1.0786 acre tract, North 89°59'42" West, 203.01 feet to an illegible capped iron rod found marking the northwest corner of Lot 1, the southwest corner of Button 1.0786 acre tract, and being in the east line of Lot 5, Block B, Little Elm Townsite as recorded in Vol. 2, Page 226 P.R.D.C.T.;

THENCE with the west line of Button 1.0786 acre tract, Button tract 1.500 acre tract, and the east line of Lots 5 through 10 of said Addition as follows: North 00°06'49" West (Source Bearing), passing at 174.19 feet a 5/8" iron rod found marking the northeast corner of Lot 6, and the southeast corner of Lot 7 of said Addition; passing at 273.81 feet a 1/2" iron rod found marking the northeast corner of Lot 7, and the southeast corner of Lot 8; passing at 374.51 feet to the northeast corner of Lot 8, and the southeast corner of Lot 9; and continuing for a total distance of 573.92 feet to a 5/8" iron rod found marking the northwest corner of said premises, the northwest corner of Button tract 1.500 acre tract, and the southwest corner of a called 1.10 acre tract as recorded under Inst. No. 97-77547 of the D.R.D.C.T.;

THENCE with the northerly most north line of said premises, the north line of Button 1.500 acre tract, and the south line of said 1.10 acre tract, North 89°53'14" East, 140.46 feet to a Roome capped iron rod set in the west right-of-way line of King Lane (50' right-of-way) from which a 1/2" iron rod found marking the southeast corner of said 1.10 acre tract bears North 89°53'14" East, 19.64 feet;

THENCE with a common line between said premises and the dedicated right-of-way of King Lane as follows: South 00°06'46" East, 13.28 feet to a Roome capped iron rod set marking the beginning of a curve to the right; Southwesterly along a curve to the right having a central angle of 57°23'15" with a radius of 10.00 feet, for an arc distance of 10.02 feet (chord = South 28°34'52" West, 9.60 feet) to a Roome capped iron rod set marking a point of reverse curve; Southeasterly along a curve to the left having a central angle of 193°14'23" with a radius of 50.00 feet, for an arc distance of 168.63 feet (chord = South 39°20'42" East, 99.33 feet) to a Roome capped iron rod set in the south right-of-way line of the existing King Lane;

THENCE continuing with a common line between said premises and an existing south right-of-way line of King Lane as follows: North 89°34'51" East, passing at 4.61 feet a bent 5/8" iron rod found marking the southeast corner of said right-of-way, the northwest corner of the aforementioned Button tract (Vol. 657, Pg. 536), being in the east line of said Button 1.500 acre tract, and continuing for a total distance of 12.58 feet to a Roome capped iron rod set marking the southeast corner of the existing King Lane, and the southwest corner of Lot 15, Block C, Little Elm Townsite First Section as recorded in Cab. G, Page 81 of the P.R.D.C.T.;

THENCE with a common line between said premises, the east right-of-way line of King Lane, and the west line of Lot 15, North 00°17'03" West, 66.00 feet to an "X" set in concrete and marking the northwest corner of Lot 15, and the southwest corner of Lot 14, Block C of said Addition;

THENCE departing said right-of-way, North 89°34'51" East with a common line between Lots 14 and 15 a distance of 128.17 feet to a Roome capped iron rod set marking the northeast corner of Lot 15, the southeast corner of Lot 14, and being in the west line of Lot 6, Block C, Little Elm Townsite as recorded in Vol. 2, Pg. 226 of the P.R.D.C.T., same corner being the easterly most northeast corner of said premises;

THENCE with an east line of said premises, the east line of Button tract (Vol. 657, Pg. 536), Button tract (Vol. 509, Pg. 531), and the west line of said Lot 6, South 00°25'09" East, 66.00 feet to a Roome capped iron rod set marking the southwest corner of Lot 6, and the northwest corner of Lot 5 of said Addition;

THENCE continuing with an east line of said premises, the east line of Button tract (Vol. 657, Pg. 536), Button tract (Vol. 509, Pg. 531), and the west line of Lots 5, 4 and 3 of said Addition, South 00°01'46" West, passing at 14.00 feet the northeast corner of Button tract (Vol. 657, Pg. 536) and continuing for a total distance of 299.70 feet to a Mag nail found marking the southwest corner of Lot 3, Block C, and the northwest corner of Lot 2, Block C of said Little Elm Townsite Addition, same corner being an ell corner of said premises;

THENCE with a common line between said Lots 2 and 3, and a north line of said Addition, North 89°50'33" East, 150.00 feet to a KAZ capped iron rod found in the west right-of-way line of Clark Street and marking the southeast corner of Lot 3, the northeast corner of Lot 2, and being the easterly most northeast corner of said premises;

THENCE with the west right-of-way line of Clark Street, the easterly most east line of said premises, and the east line of Lots 2 and 1 of said Addition, South 00°03'36" West, passing at 126.61 a Roome capped iron rod set on line for reference, and continuing for a total distance of 145.78 feet to a point in W. Eldorado Parkway marking the intersection of the northwest right-of-way line of said Parkway with the west right-of-way line of Clark Street, same point marking the southeast corner of said premises;

THENCE with the northwest right-of-way line of W. Eldorado Parkway, the southeast line of said premises, and the easterly line of Lot 1, and Button tract (Vol. 509, Pg. 531), South 51° 33'18" West, 364.09 feet to the place of beginning and containing 230,996 square feet or 5.303 acres of land.

OWNER'S DEDICATION AND ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF DENTON

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Button Memorial United Methodist Church, does hereby adopt this plat designating the hereinabove described property as Button Memorial United Methodist Church Addition, Lots 1, 2, 3, 4 & 5, Block A, an addition to the Town of Little Elm, Denton County, Texas and do hereby dedicate to the public use forever, streets, rights of way, and alleys shown thereon and does hereby dedicate the easement strips shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using same. No buildings, fences, trees, shrubs or other improvements shall be constructed, or placed upon, over, or across the easement strips on said plat. Any public utility shall have the right to remove and keep removed all or part of any buildings, fenced, trees, shrubs or other improvements or growths, which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of the easement strips, and any public utility shall at all times have the right of ingress or egress to and from and upon said easement for the purposes of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring permission.

By: _____
Pastor: Melissa Hatch (Button Memorial United Methodist Church)

STATE OF TEXAS
COUNTY OF DENTON

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

GIVEN under my hand and seal of office, this the _____ day of _____, 2020.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

THAT I, F. E. Bemenderfer, Jr., do hereby certify that I prepared this plat from an actual and accurate survey of land and that the corner monuments shown thereon were properly placed under my supervision. This plat was prepared in accordance with the subdivision rules and regulations of the Town of Little Elm, Texas

NOT FOR RECORDING

F. E. Bemenderfer, Jr.
R.P.L.S. No. 4051

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **F. E. Bemenderfer, Jr.**, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that the same was executed for the purposes and consideration therein expressed and in the capacity therein stated and as that act and deed therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2020.

Notary Public in and for the State of Texas

NOTES:

- The current zoning for this property is Lakefront District (PD-72).
- The coordinates shown and the basis of the bearings are based on the Town of Little Elm Control Monument No. 2 & 3 (NAD 83), Texas State Plane Coordinates-North Central Zone. Elevations based on the Town of Little Elm Monument No. 2, (NAVD 88).
- This property may be subject to charges related to impact fees, and the applicant should contact the Town regarding any applicable fees due.
- Notice-selling a portion of this addition by metes and bounds is a violation of Town subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building permits.
- This plat does not alter or remove existing deed restrictions, if any, on this property.
- No portion of the subject property lie within the 100 year flood plain according to Community Panel No. 48121C0415 G, dated April 18, 2011, of the National Flood Insurance Rate Maps for Denton County, Texas, (Zone X).
- The purpose of this plat is to create 5 lots from 5 tracts of land.
- This property was surveyed without the benefit of a title commitment and is subject to any/all easements of record.
- Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
- All lots comply with the minimum size requirements of the zoning district.

Approved by the Town of Little Elm, Texas this ____ day of _____, 2020.

Town Official

Attest:

Town Secretary

Owners:
Button Memorial United Methodist Church
P.O. Box 68,
Town of Little Elm, Texas 75068
Attn: Mike McCiellian
(214) 228-9345
email: michael@mccllellan.com

Surveyor:
Roome Land Surveying
2000 Ave G, Suite 810
Plano, TX 75074
(972) 423-4372
email: fred@roomeinc.com
Attn: Fred Bemenderfer

Revised: _____
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Preliminary Plat

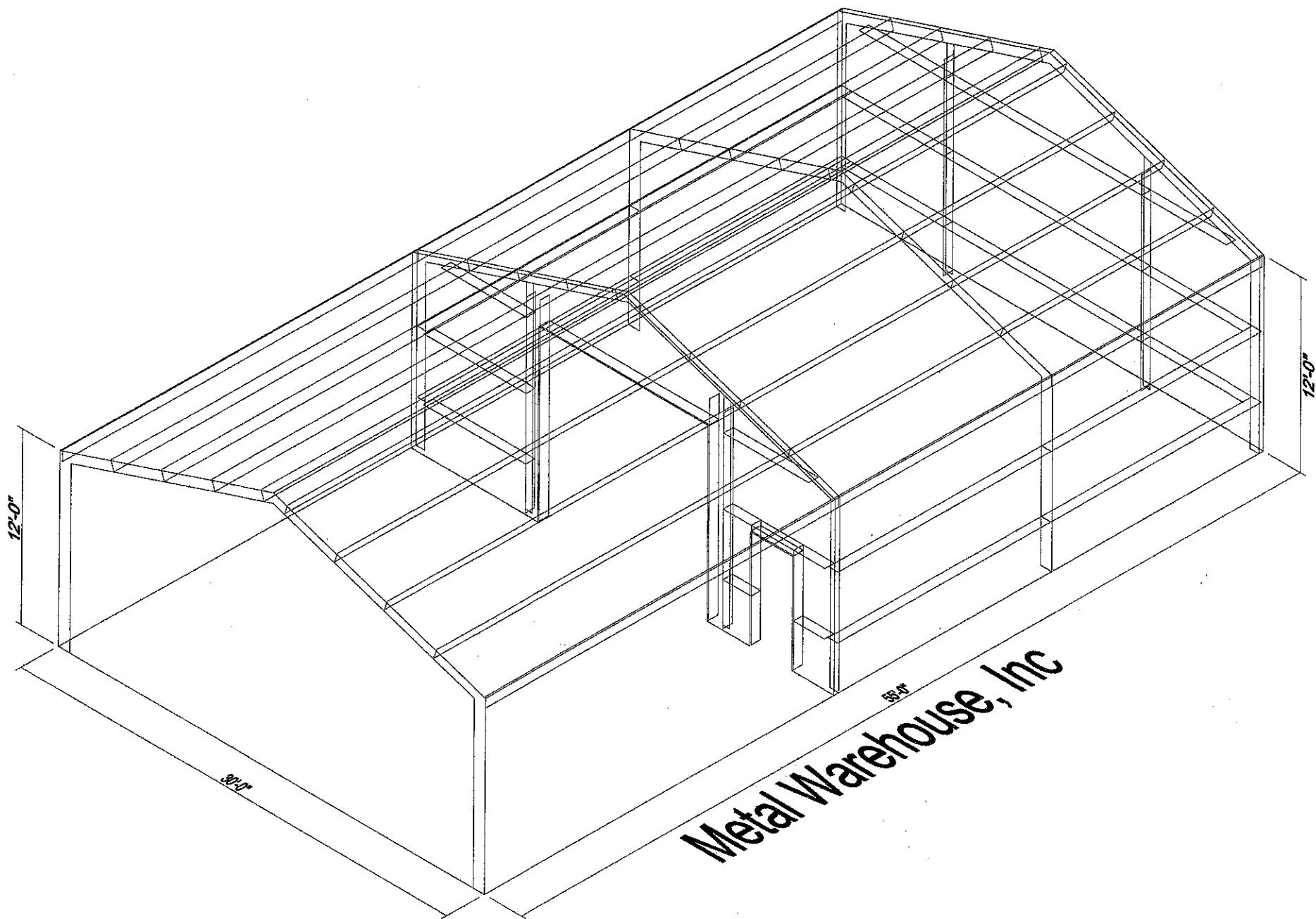
Button Memorial United Methodist Church Addition

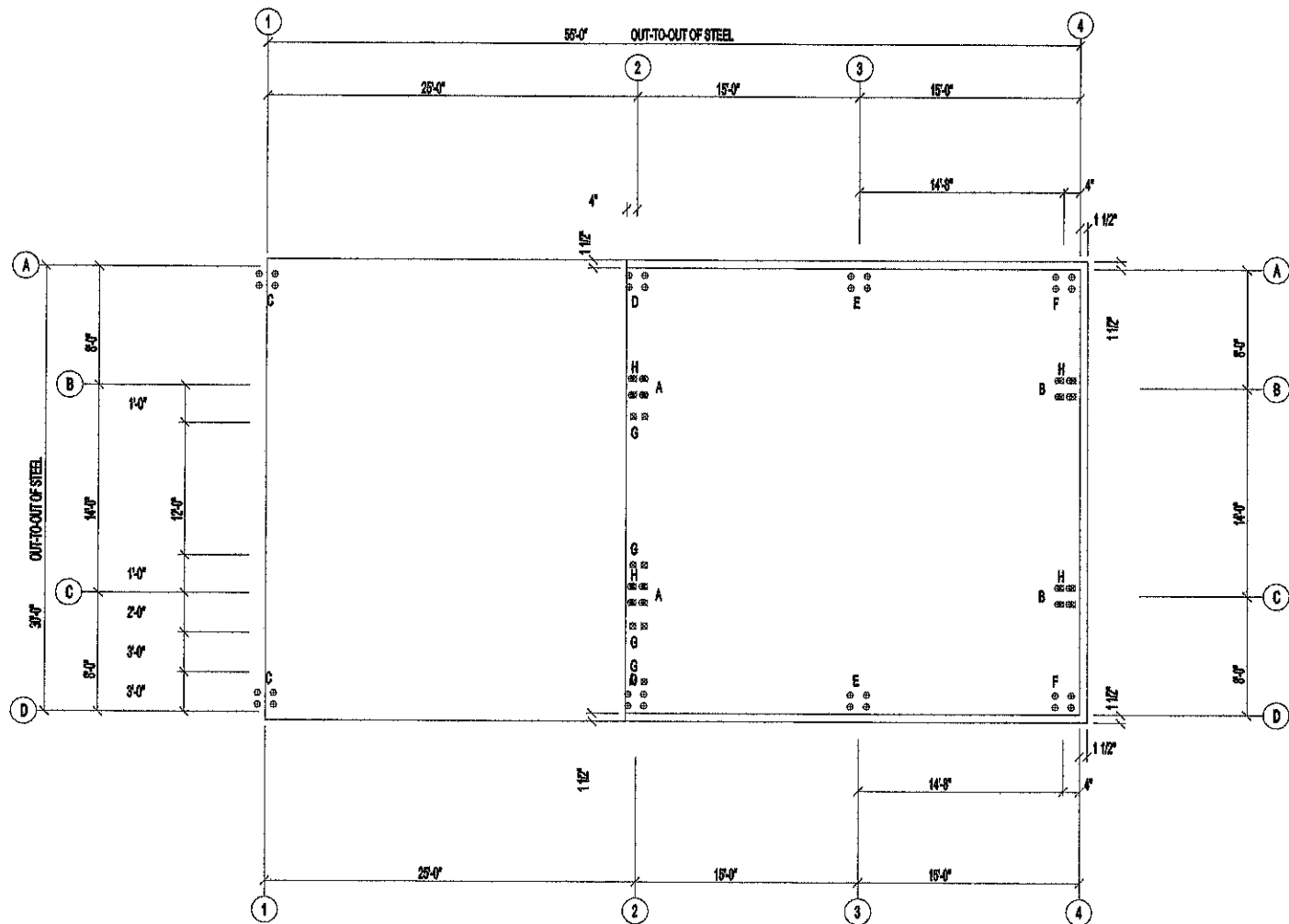
Lots 1, 2, 3, 4 & 5, Block A

5.303 Acres Situated in The
R. Hensworth Survey, Abstract No. 577
Town of Little Elm, Denton County, Texas
December, 2020

Roome Land Surveying

2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com / Firm No. 10013100





ANCHOR BOLT PLAN
NOTE: All Base Plates @ 100'-0" (U.N.)



2384 Vinal Hwy, #2 Sherman, TX 75082
(800) 465-0369

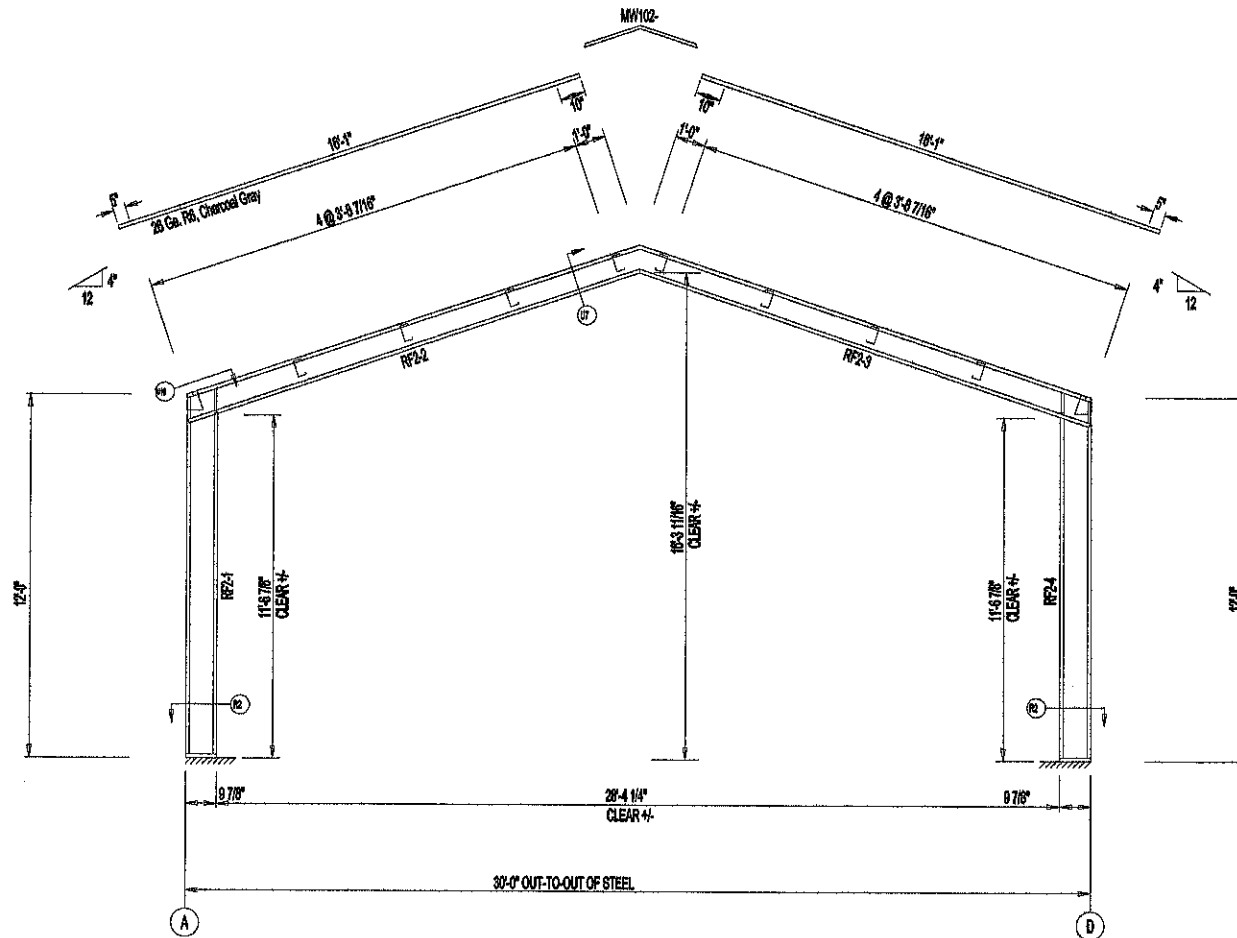
DESCRIPTION: ANCHOR BOLT PLAN						
CUSTOMER:				PROJECT:		
LOCATION:						
DRN. BY	CKD BY	DATE	SCALE	REV.	QUOTATION NO.	SHEET NO.
		12/21/20	N.T.S.	00	Mike Welton 30x30x12	OF

SPLICE PLATE & BOLT TABLE

Mark	Qty	Top	Bot	Int	Type	Dia	Length	Width	Thick	Length
SP-1							11 5/8"			
SP-2							7 7/8"			
SP-3							11 3/4"			

MEMBER SIZE TABLE

MARK	MEMBER	LENGTH	WEIGHT
RF2-1	W10X12	11'-3 11/16"	140
RF2-2	W8X10	15'-9 3/4"	162
RF2-3	W8X10	15'-9 3/4"	162
RF2-4	W10X12	11'-3 11/16"	149



RIGID FRAME ELEVATION: FRAME LINE 1



22091 West Hwy, El Paso, TX 79922
(920) 425-0999

DESCRIPTION: RIGID FRAME ELEVATION

CUSTOMER:

PROJECT:

LOCATION:

DRAWN BY:

CHKD BY:

DATE:

SCALE:

REV:

QUOTATION NO.:

SHEET NO.:

12/21/20

N.T.S.

00

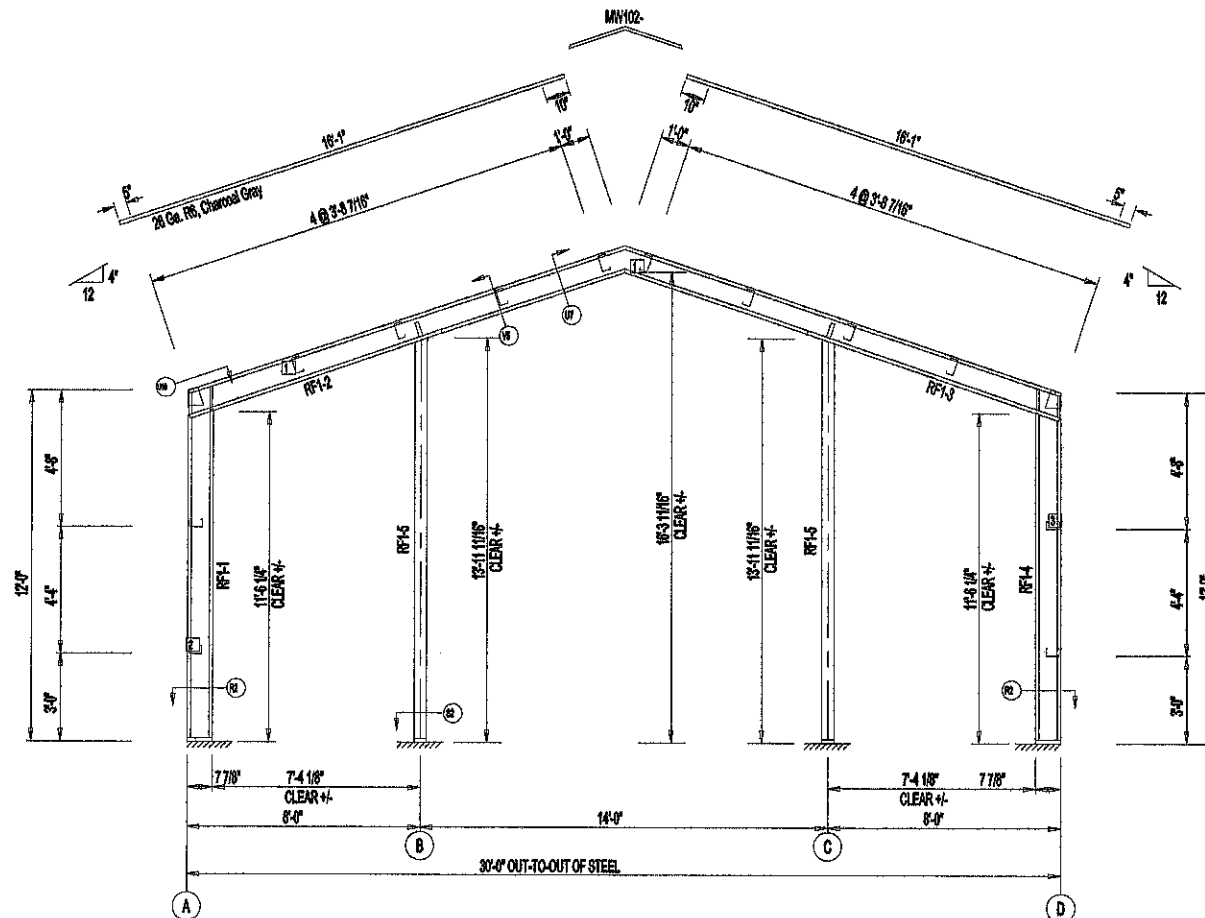
Mike_Welkert_30x30x12

OF

SPICE PLATE & BOLT TABLE											CAP PLATE BOLTS				
Mark	Qty	Bot	Int	Type	Dia	Length	Width	Thick	Length		Mark	Qty	Type	Dia	Length
SP-1							"	"	9 1/2"		RF1-5	4	A325	0.000	0.50
SP-2							"	"	7 7/8"						
SP-3							"	"	9 3/4"						

MEMBER SIZE TABLE			
MARK	MEMBER	LENGTH	WEIGHT
RF1-1	W8X10	11'-3 11/16"	126
RF1-2	W8X10	15'-9 3/4"	165
RF1-3	W8X10	15'-9 3/4"	166
RF1-4	W8X10	11'-3 11/16"	126
RF1-5	W8X13	14'-0 3/8"	192

CONNECTION PLATES		
ID	Mark	Part
1	c3	
2	c2	
3	d1	



RIGID FRAME ELEVATION: FRAME LINE 2 4



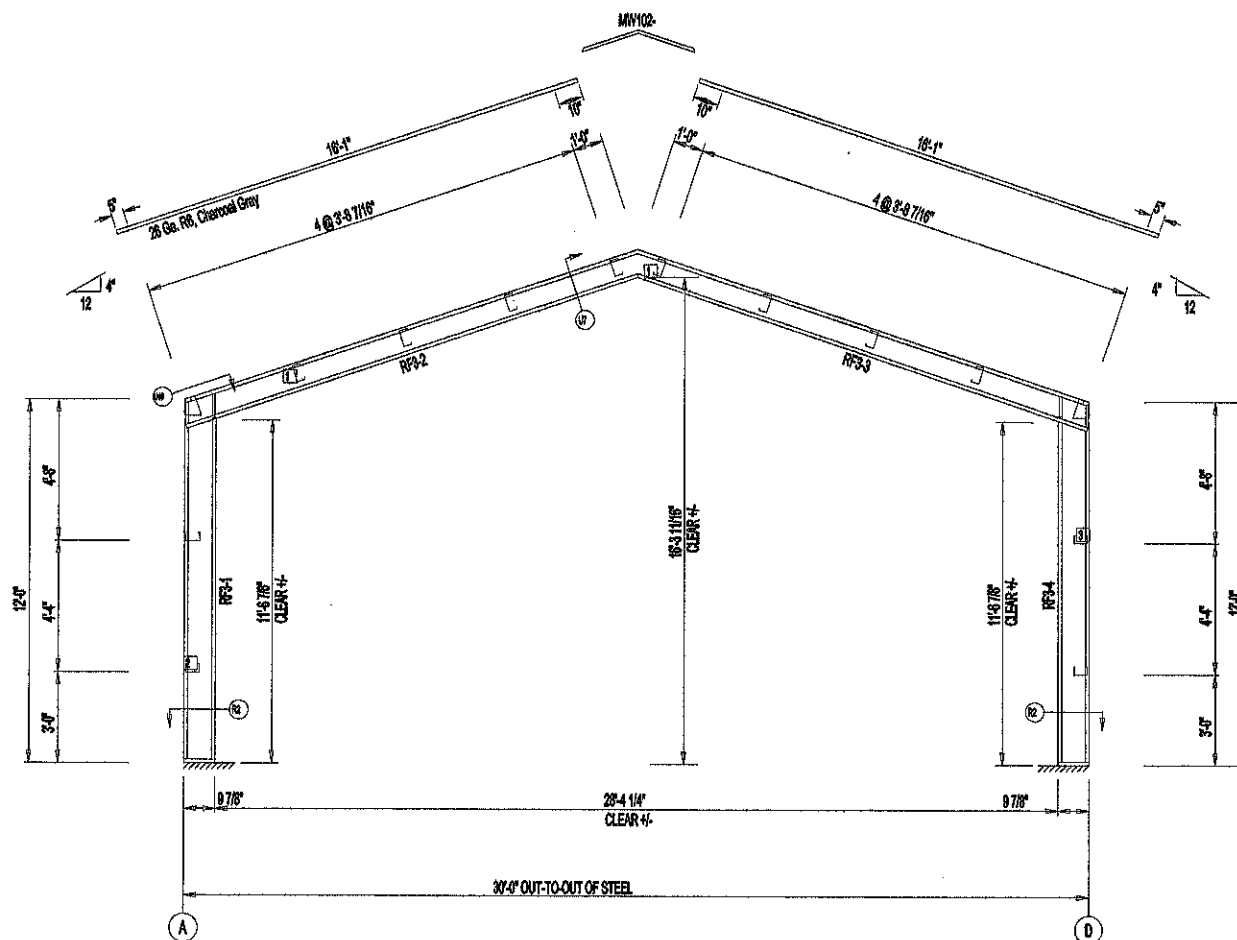
22894 West Hwy, B2 Orem, UT 84057
(801) 225-1100

DESCRIPTION: RIGID FRAME ELEVATION									
CUSTOMER:					PROJECT:				
LOCATION:									
DRN. BY	CKD BY	DATE	SCALE	REV.	QUOTATION NO.	SHEET NO.			
		12/21/20	N.T.S.	00	Mike Walkert_30x30x12	OF			

Mark	Qty Top	Bot	Int	Type	Dia	Length	Width	Thick	Length
SP-1							"	"	11 6/8"
SP-2							"	"	7 7/8"
SP-3							"	"	11 3/4"

MARK	MEMBER	LENGTH	WEIGHT
RF3-1	W10X12	11'-3 11/16"	160
RF3-2	W8X10	15'-9 3/4"	182
RF3-3	W8X10	15'-9 3/4"	182
RF3-4	W10X12	11'-3 11/16"	160

<input type="checkbox"/> ID	Mark/Part
1	c3
2	d2
3	d1



RIGID FRAME ELEVATION: FRAME LINE 3



22024 West Hwy. #2 Sherman, TX 76001
 (800) 485-8899

DESCRIPTION:	RIGID FRAME ELEVATION
--------------	-----------------------

CUSTOMER:	
-----------	--

PROJECT:

LOCATION:

CKD BY	
--------	--

DATE _____

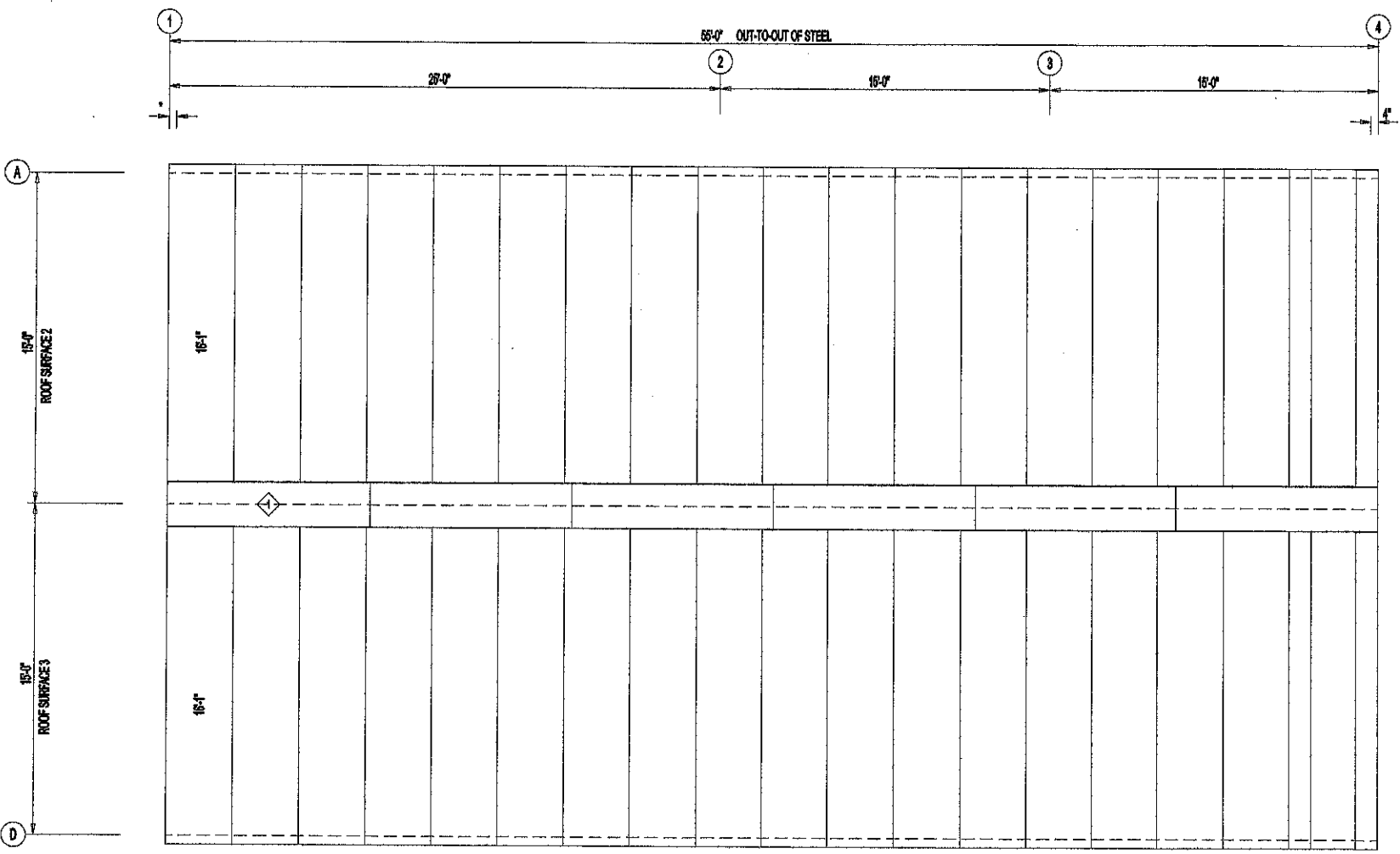
REV.	QUOTATION NO.
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SHEET NO.


N.T.S.

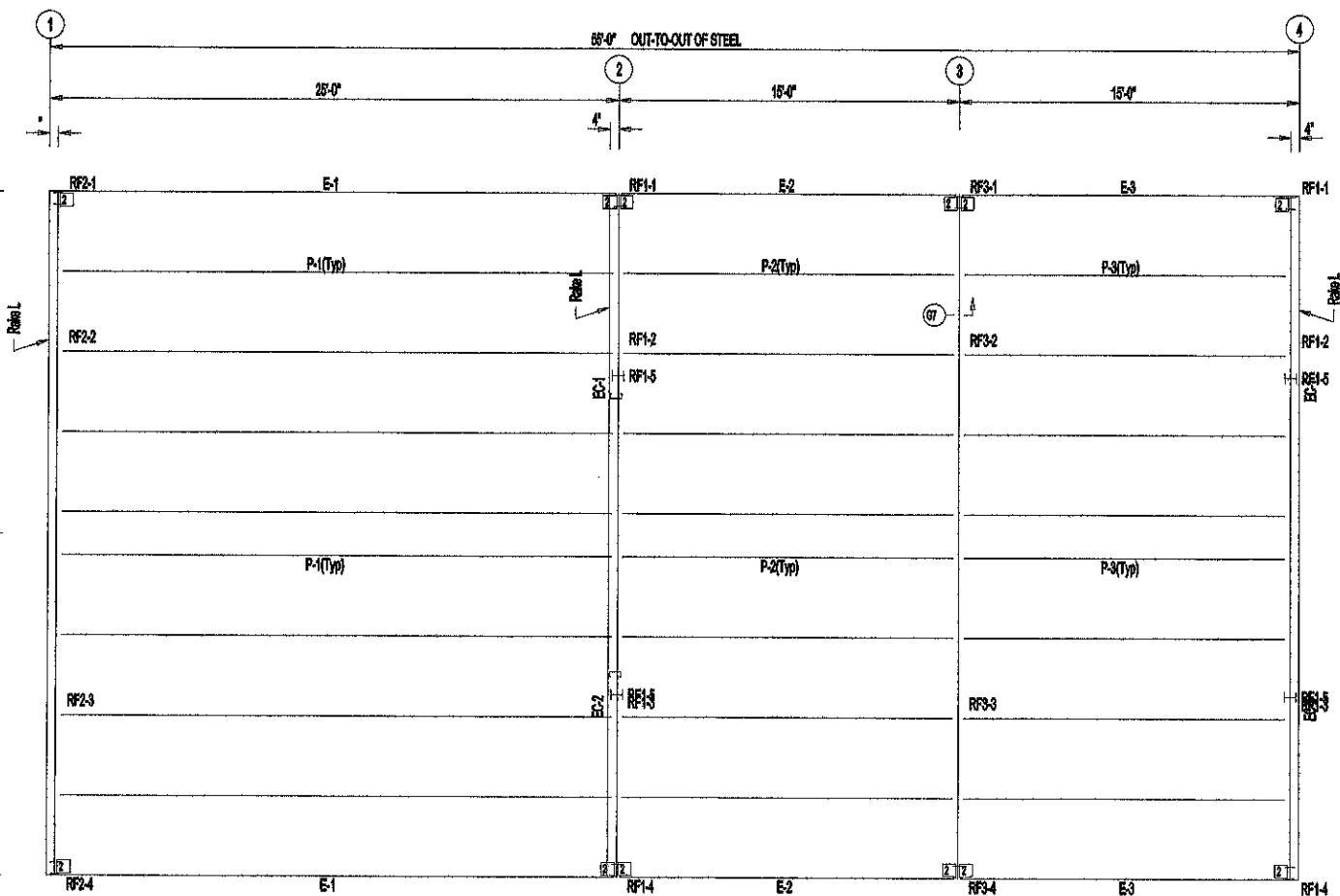
Mike Weikert 30x30x12 OF

TRIM TABLE	
ROOF PLAN	
◇ ID	MARK
1	MW102



ROOF SHEETING PLAN
 PANELS: 26 Ga. R6 - Charcoal Gray

 2804 West Hwy. 22, Greenville, TX 75042 (957) 425-8899		DESCRIPTION: ROOF SHEETING	
		CUSTOMER: _____ PROJECT: _____	
LOCATION: _____		DATE: 12/21/20	SCALE: N.T.S.
DRN. BY: _____	CRD BY: _____	REV: 00	QUOTATION NO. Nike_Welkert_30x30x12 OF 0F SHEET NO.



ROOF FRAMING PLAN

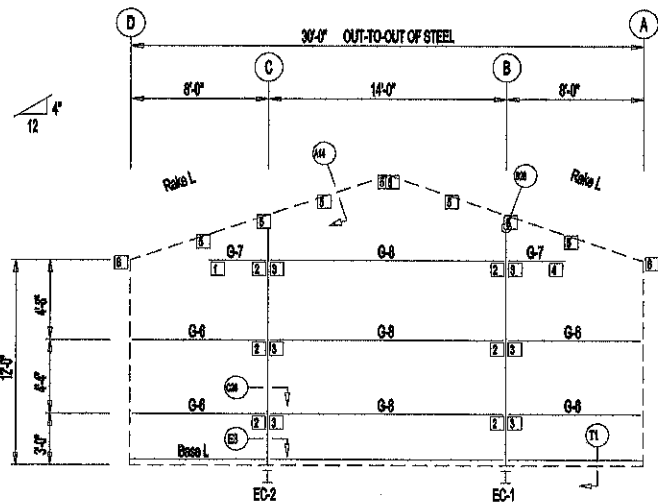
CONNECTION PLATES	
ROOF PLAN	
ID	MARK/PART
1	dB
2	dB

MEMBER TABLE	
ROOF PLAN	
MARK	PART
P-1	8x25C14
P-2	8x25C14
P-3	8x25C14
E-1	E08S344L
E-2	E08S344L
E-3	E08S344L

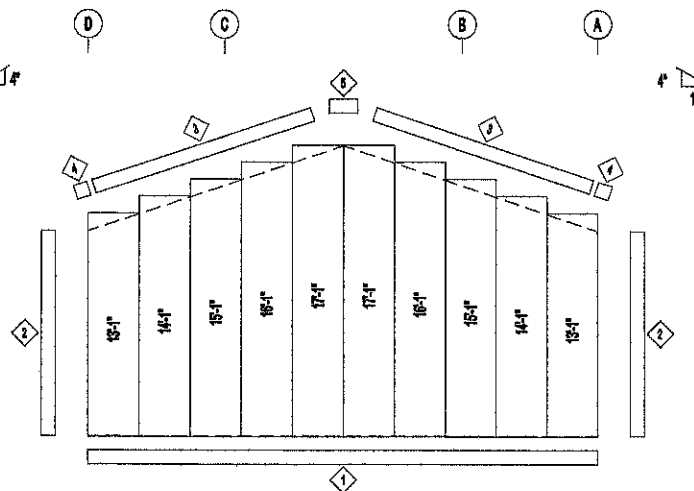


23004 Metal Pkwy, #2 Houston, TX 77062
(281) 489-0038

DESCRIPTION: ROOF FRAMING		PROJECT:	
CUSTOMER:			
LOCATION:			
DRN BY	CKD BY	DATE	SCALE
		12/21/20	N.T.S.
REV.	00	QUOTATION NO.	SHEET NO.
		Mike_Welkert_30x30x12	OF



ENDWALL FRAMING: FRAME LINE 4



ENDWALL SHEETING & TRIM: FRAME LINE 4

PANELS: 20 Ga. R6 - Rustic Red

TRIM TABLE FRAME LINE 4		
ID	MARK	DETAIL
1	BT-101	TRIM_74
2	CT-102	TRIM_323
3	FL-18	TRIM_229
4	FL18A	
5	FL618B	

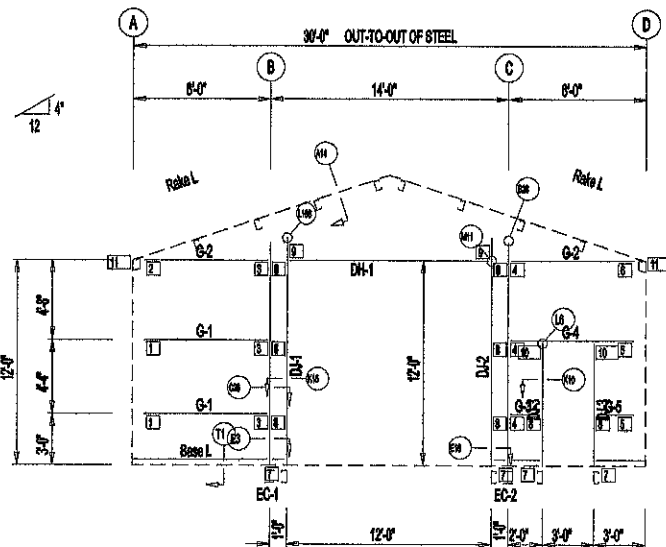
MEMBER TABLE FRAME LINE 4		
MARK	PART	
EC-1	W8X10	
EC-2	W8X10	
G-6	6x20C14	
G-7	6x20C14	
G-8	6x20C14	

CONNECTION PLATES FRAME LINE 4		
ID	MARK	PART
1	b5	
2	b6	
3	b7	
4	b8	
5	c8	
6	d8	

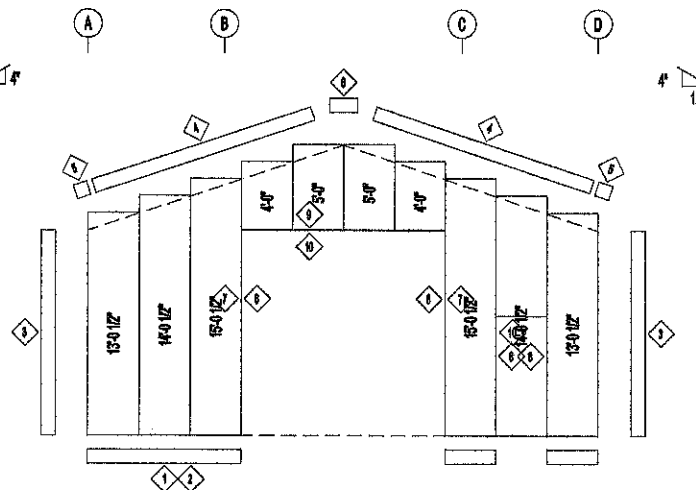


23104 West Hwy 82 Sherman, TX 76002
(817) 462-8100

DESCRIPTION: ENDWALL FRAMING						
CUSTOMER:				PROJECT:		
LOCATION:						
DRN. BY	CKD BY	DATE	SCALE	REV.	QUOTATION NO.	SHEET NO.
		12/21/20	N.T.S.	00	Mike Welkart 30x30x12	OF



ENDWALL FRAMING: FRAME LINE 2



ENDWALL SHEETING & TRIM: FRAME LINE 2

PANELS: 28 Ga. R6 - Rustic Red

TRIM TABLE		
FRAME LINE 2		
ID	MARK	DETAIL
1	BT-101	TRIM_74
2	BT-101	TRIM_74
3	CT-102	TRIM_323
4	MT-113	
5	FL10A	
6	FL10B	
7	MT-116	TRIM_242
8	FL-26	TRIM_239
9	MT-116	TRIM_235
10	FL-26	TRIM_232

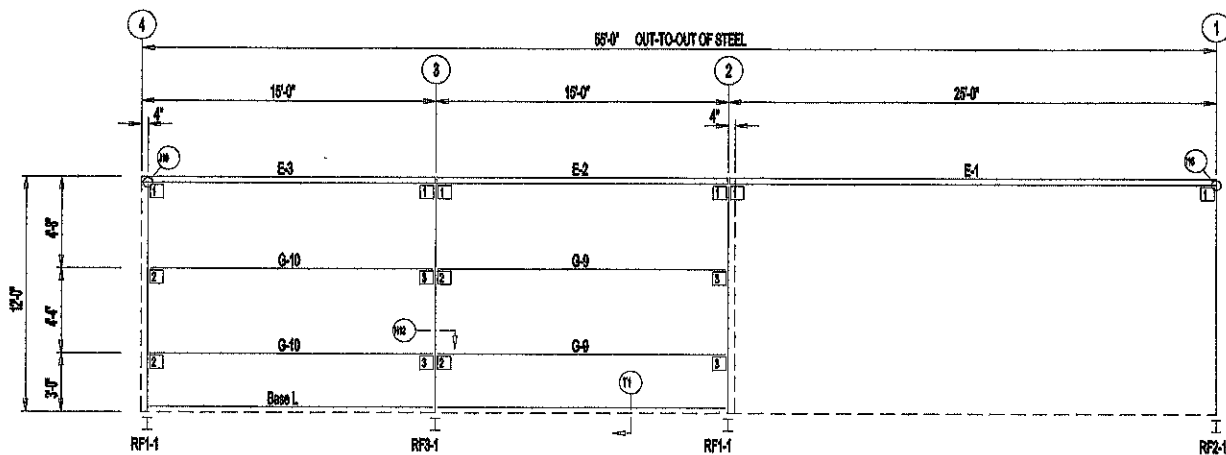
MEMBER TABLE	
FRAME LINE 2	
MARK	PART
EC-1	W8X10
EC-2	W8X10
DJ-1	4x16C14
DJ-2	4x16C14
DJ-3	4x16C14
DH-1	4x20C14
G-1	3x15C14
G-2	3x15C14
G-3	3x15C14
G-4	3x15C14
G-5	3x15C14

CONNECTION PLATES	
FRAME LINE 2	
ID	MARK/PART
1	b4
2	b1
3	b2
4	b3
5	b5
6	b4
7	b1
8	b3
9	c1
10	j1
11	b6

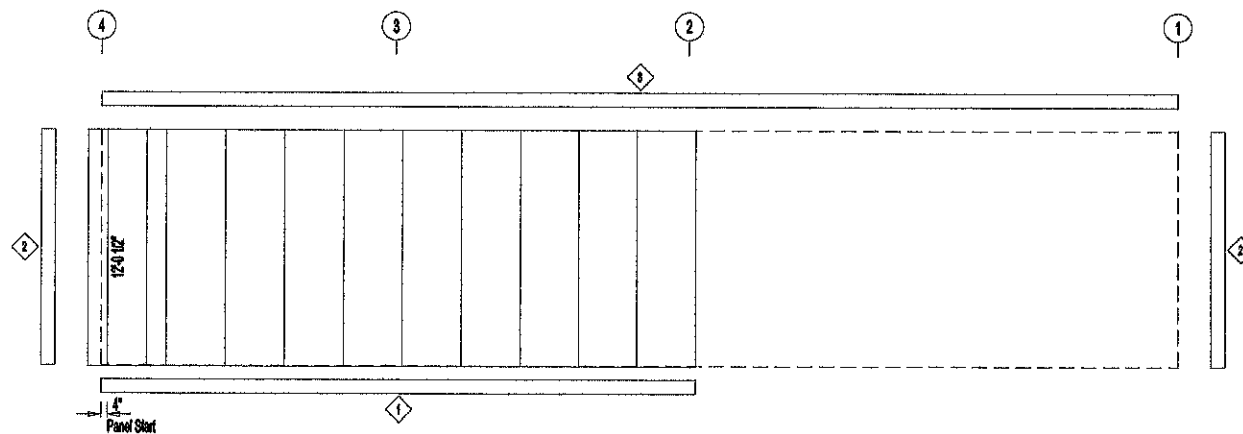


23004 West Hwy. #2 Sherman, TX 75082
(940) 835-5500

DESCRIPTION: ENDWALL FRAMING					
CUSTOMER:				PROJECT:	
LOCATION:					
DRN. BY	CKD BY	DATE	SCALE	REV.	QUOTATION NO.
		12/21/20	N.T.S.	00	Mike Welkart 30x30x12
					SHEET NO. OF



SIDEWALL FRAMING: FRAME LINE A



SIDEWALL SHEETING & TRIM: FRAME LINE A

PANELS: 20 Ga. R8 - Rustic Red

TRIM TABLE		
FRAME LINE A		
ID	MARK	DETAIL
1	BT-101	TRIM 74
2	CT-102	TRIM 323
3	ET-004	TRIM 316

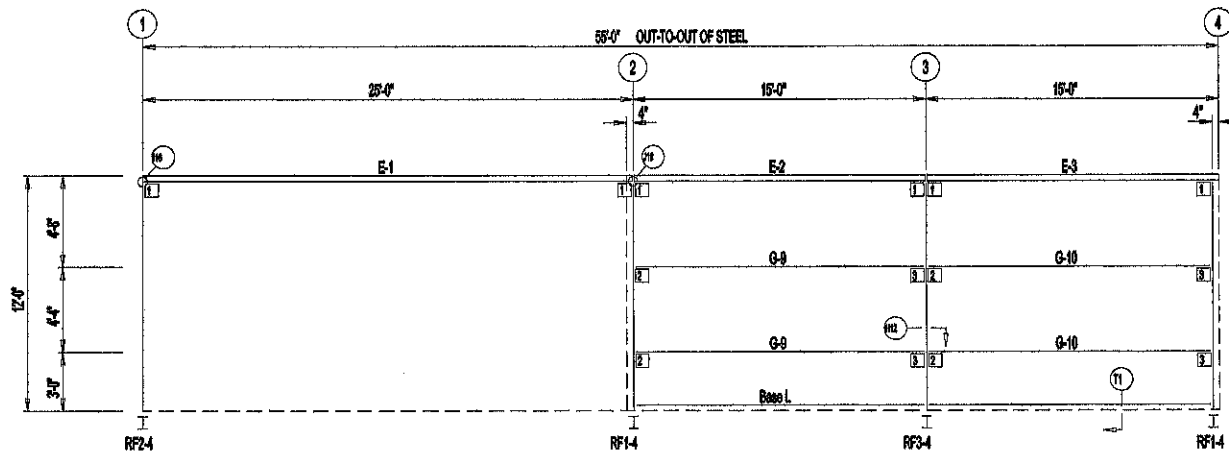
MEMBER TABLE	
FRAME LINE A	
MARK	PART
E-1	E08394L
E-2	E08394L
E-3	E08394L
G-9	G20C14
G-10	G20C14

CONNECTION PLATES	
FRAME LINE A	
ID	MARK/PART
1	d8
2	d1
3	d2

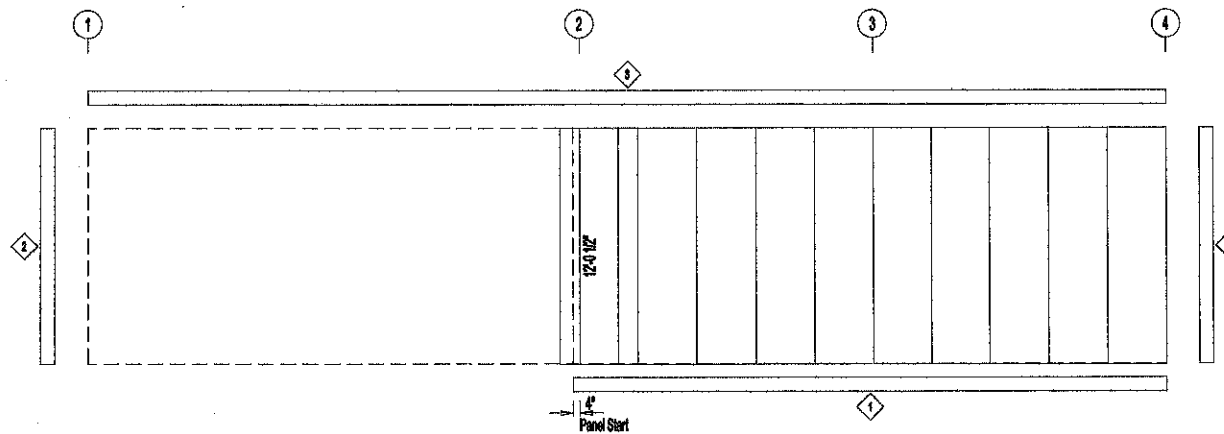


25504 West Hwy. B2 Shreveport, LA 70502
(504) 415-4552

DESCRIPTION: SIDEWALL FRAMING									
CUSTOMER:							PROJECT:		
LOCATION:									
DRN. BY	OKD BY	DATE	SCALE	REV.	QUOTATION NO.	SHEET NO.			
		12/21/20	N.T.S.	00	Mike Weikert_30x30x12	OF			



SIDEWALL FRAMING: FRAME LINE D



SIDEWALL SHEETING & TRIM: FRAME LINE D

PANELS: 26 Ga. R6 - Rustic Red

TRIM TABLE		
FRAME LINE D		
ID	MARK	DETAIL
1	BT-101	TRIM 74
2	CT-102	TRIM 323
3	ET-304	TRIM 316

MEMBER TABLE	
FRAME LINE D	
MARK	PART
E-1	EB6344L
E-2	EB6344L
E-3	EB6344L
G-9	G20C14
G-10	G20C14

CONNECTION PLATES	
FRAME LINE D	
ID	MARK/PART
1	db
2	d1
3	d2



27500 West Hwy. 83, Houston, TX 77058
(832) 455-8888

DESCRIPTION:		SIDEWALL FRAMING			
CUSTOMER:		PROJECT:			
LOCATION:		QUOTATION NO.			
DRN. BY	CRD. BY	DATE	SCALE	REV.	SHEET NO.
		12/21/20	N.T.S.	00	OF
		Mke_Welkert_30x30x12			

TOWN OF LITTLE ELM

ORDINANCE NO. 1603

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY ZONING APPROXIMATELY 5.3 ACRES OF LAND FROM LAKEFRONT DISTRICT (LF) A PLANNED DEVELOPMENT – LAKEFRONT (PD-LF) TO ALLOW FOR AN EXISTING RELIGIOUS FACILITY WITH MODIFIED DEVELOPMENT STANDARDS, GENERALLY LOCATED AT THE NORTHWEST CORNER OF ELDORADO PARKWAY AND LAKEFRONT DRIVE; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances requires a Planned Development be granted by Town Council in order to legally operate and occupy the subject property with an existing religious facility with modified development standards; and

WHEREAS, a request for a Planned Development-Lakefront District (PD-LF) with an existing religious facility with modified development standards has been initiated by the Town on approximately 5.3 acres of land currently zoned Lakefront District (LF), more specifically described on the Location Map, attached hereto; and

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

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

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the requested Planned Development-Lakefront District (PD-LF) with an existing religious facility with modified development standards would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a **Planned Development-Lakefront District (PD-LF)** with an existing religious facility with modified development standards generally located at the northwest corner of Eldorado Parkway and Lakefront Drive, within Little Elm' Town limits, an approximately 5.3 acre tract of land more particularly described on the Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS. The permitted uses and standards shall be in accordance with the Lakefront (LF) zoning district, unless otherwise specified herein:

1. Existing Use & Conditions – the existing religious facility and associated site improvements are permitted in their current condition. Potential future expansion shall be subject to Section 106.05.05 (Nonconforming Uses and Structures) and other associated regulations of the Zoning Ordinance (i.e. standards associated with landscaping and parking).
2. Lakefront District Waivers of Design Standards – the existing development within this Planned Development, unless noted otherwise, are exempt from having to obtain approval via major waiver for the following items:
 - a. Required retail construction – development within this Planned Development is exempt from this requirement.
 - b. Block Face – developments within this Planned Development are exempt from this requirement.
3. Accessory Structures – existing accessory structures are permitted to remain. Proposed accessory structures shall adhere to the regulations and standards associated with Section 106.05.02.1 (Accessory Uses) of the Zoning Ordinance. Additionally, a Development Agreement shall be formed to be considered and executed by Town Council for proposed accessory structures.

4. Screening – screening standards for potential open storage shall follow Section 106.06.31 (Screening) of the Zoning Ordinance.
5. Potential Future Residential – Proposed future residential along King Street shall follow the regulations, process, and standards associated with Section 106.04.06 (Lakefront Residential Overlay District) of the Zoning Ordinance.

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 2nd day of March, 2021.

The Town of Little Elm, Texas

David Hillock, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

,



Town Council Meeting

Date: 03/02/2021
Agenda Item #: 8. A.
Department: Development Services
Strategic Goal: Promote and expand Little Elm's identity
Staff Contact: Skye Thibodeaux, Planning Manager

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and the Button United Memorial Methodist Church.**

DESCRIPTION:

The attached agreement is to solidify the intended design of the proposed accessory structure as outlined in the associated planned development in item 7D.

BUDGET IMPACT:

There is no budget impact associated with this item.

RECOMMENDED ACTION:

Staff recommends Council to consider and execute the attached agreement.

Attachments

Development Agreement

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**DEVELOPMENT AGREEMENT
FOR BUTTON UNITED MEMORIAL
METHODIST CHURCH**

This Development Agreement for Button Methodist Church Planned Development (“**Agreement**”) is entered into between the Church (“**Developer**”), whose address for purposes of this Agreement is 101 W Eldorado Parkway, Little Elm, Texas and the Town of Little Elm, Texas (“**Town**”), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**.”

Recitals:

1. Developer is the owner of approximately 5.3 acres located at the northwest corner Eldorado Parkway and Lakefront Drive, in the Town of Little Elm, Texas (the “**Property**”), which Property is more particularly described in **Exhibit A** attached hereto.
2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.
3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (“**Effective Date**”). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled (“**Term**”).

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the Button Methodist Church PD Ordinance, which incorporate by reference the general zoning regulations of the Town’s zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

A. Applicability of Town Ordinances. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and

building/construction codes, whether now existing or arising prior to such construction in the future.

B. Default/Mediation. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. Venue. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. Relationship of Parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

E. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

F. Cumulative Rights and Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

G. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

H. Surviving Rights. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

I. Applicable Laws. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. Authority to Execute. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

K. Amendments. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. Headings. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. Filing in Deed Records. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default

shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. Exactions/Infrastructure Costs. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. Waiver of Texas Government Code § 3000.001 et seq. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. Rough Proportionality. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. No Israel Boycott. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated

herein, the signatory executing this contract on behalf of Developer verifies by Developer's signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER

a _____ company

By: _____

Date: _____

TOWN OF LITTLE ELM, TEXAS

By: _____

Matt Mueller
Town Manager

Date: _____

ATTEST:

By: _____

Caitlan Biggs
Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this ____ day of _____, 201_, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this ____ day of _____, 201_, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

Property Description

TOWN OF LITTLE ELM

ORDINANCE NO. 1603

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREOF AMENDED, BY ZONING APPROXIMATELY 5.3 ACRES OF LAND FROM LAKEFRONT DISTRICT (LF) A PLANNED DEVELOPMENT – LAKEFRONT (PD-LF) TO ALLOW FOR AN EXISTING RELIGIOUS FACILITY WITH MODIFIED DEVELOPMENT STANDARDS, GENERALLY LOCATED AT THE NORTHWEST CORNER OF ELDORADO PARKWAY AND LAKEFRONT DRIVE; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances requires a Planned Development be granted by Town Council in order to legally operate and occupy the subject property with an existing religious facility with modified development standards; and

WHEREAS, a request for a Planned Development-Lakefront District (PD-LF) with an existing religious facility with modified development standards has been initiated by the Town on approximately 5.3 acres of land currently zoned Lakefront District (LF), more specifically described on the Location Map, attached hereto; and

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

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

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the requested Planned Development-Lakefront District (PD-LF) with an existing religious facility with modified development standards would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

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

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

SECTION 2. ZONING AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing a **Planned Development-Lakefront District (PD-LF)** with an existing religious facility with modified development standards generally located at the northwest corner of Eldorado Parkway and Lakefront Drive, within Little Elm' Town limits, an approximately 5.3 acre tract of land more particularly described on the Location Map, attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS. The permitted uses and standards shall be in accordance with the Lakefront (LF) zoning district, unless otherwise specified herein:

1. Existing Use & Conditions – the existing religious facility and associated site improvements are permitted in their current condition. Potential future expansion shall be subject to Section 106.05.05 (Nonconforming Uses and Structures) and other associated regulations of the Zoning Ordinance (i.e. standards associated with landscaping and parking).
2. Lakefront District Waivers of Design Standards – the existing development within this Planned Development, unless noted otherwise, are exempt from having to obtain approval via major waiver for the following items:
 - a. Required retail construction – development within this Planned Development is exempt from this requirement.
 - b. Block Face – developments within this Planned Development are exempt from this requirement.
3. Accessory Structures – existing accessory structures are permitted to remain. Proposed accessory structures shall adhere to the regulations and standards associated with Section 106.05.02.1 (Accessory Uses) of the Zoning Ordinance. Additionally, a Development Agreement shall be formed to be considered and executed by Town Council for proposed accessory structures.

4. Screening – screening standards for potential open storage shall follow Section 106.06.31 (Screening) of the Zoning Ordinance.
5. Potential Future Residential – Proposed future residential along King Street shall follow the regulations, process, and standards associated with Section 106.04.06 (Lakefront Residential Overlay District) of the Zoning Ordinance.

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 2nd day of March, 2021.

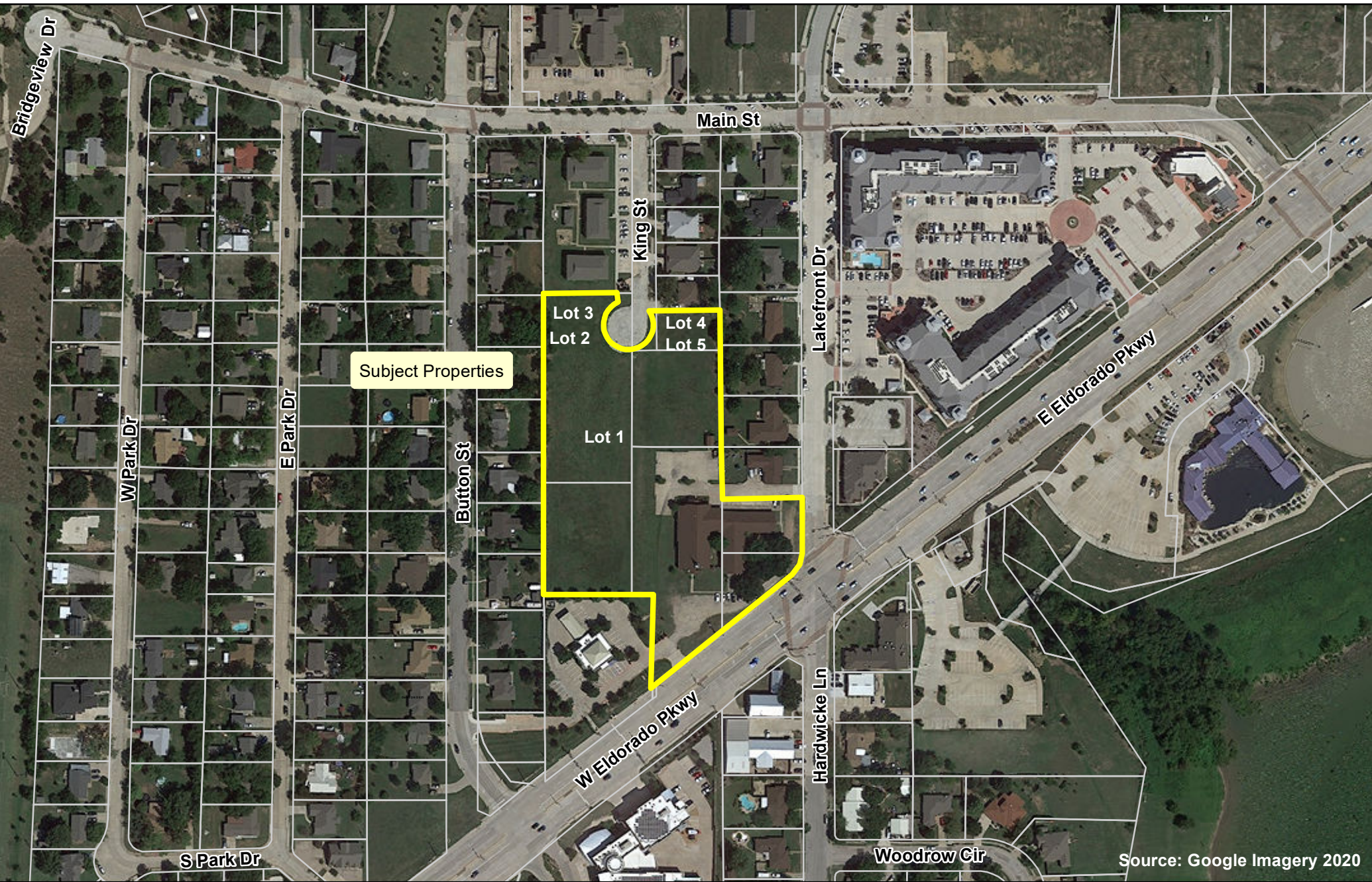
The Town of Little Elm, Texas

David Hillock, Mayor

ATTEST:

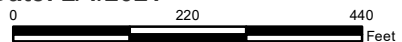
Caitlan Biggs, Town Secretary

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


**Button Memorial United Methodist Church Addition
Lots 1-5, Block A
Zoning Case**

Date: 2/4/2021



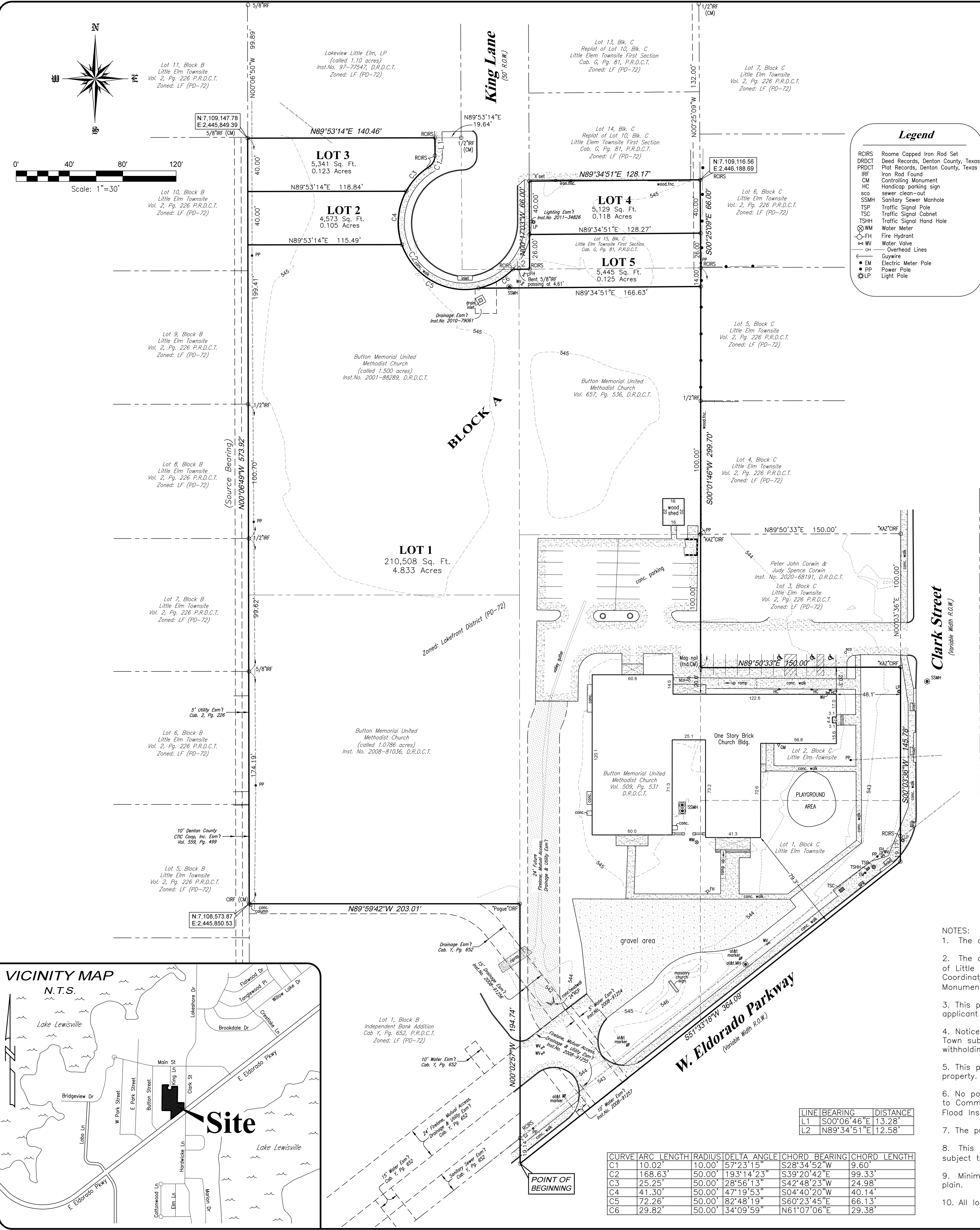
Legend

-  Subject Property
-  Parcels



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

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



STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, Button Memorial United Methodist Church, is the owner of multiple tracts of land situated in the State of Texas, County of Denton, and Town of Little Elm, being part of the R. Hensworth Survey, Abstract No. 577, being all of Button Memorial United Methodist Church properties as follows: a called 1.0786 acre tract as recorded under Inst. No. 2008-81036, all of a called 1.500 acre tract as recorded under Inst. No. 2001-88289, all of a Button tract recorded in Volume 509, Page 536, all of a Button tract recorded in Volume 509, Page 531 of the Deed Records of Denton County, Texas (henceforth D.R.D.C.T.), and all of Lots 1 and 2, Block C of Little Elm Townsite as recorded in Volume 2, Page 226 of the Plat Records of Denton County, Texas (henceforth P.R.D.C.T.), with said premises being more particularly described as follows:

BEGINNING at a point in W. Eldorado Parkway (a variable width right-of-way), said point being the southwest corner of said Button tract (Vol. 509, Pg. 531), from which a Roome capped iron set on line for reference bears North 00°02'57" West, 19.14 feet;

THENCE with the west line of Button tract (509/531) and the east line of Lot 1, Block B, Independent Bank Addition as recorded in Cab. Y, Page 652 of the P.R.D.C.T., North 00°02'57" West, passing at 19.14 feet set reference iron, and continuing for a total distance of 194.74 feet to a Pogue capped iron rod found marking the northeast corner of Lot 1, and the southeast corner of Button 1.0786 acre tract;

THENCE with the north line of Lot 1, and the south line of said 1.0786 acre tract, North 89°59'42" West, 203.01 feet to an illegible capped iron rod found marking the northwest corner of Lot 1, the southwest corner of Button 1.0786 acre tract, and being in the east line of Lot 5, Block B, Little Elm Townsite as recorded in Vol. 2, Page 226 P.R.D.C.T.;

THENCE with the west line of Button 1.0786 acre tract, Button tract 1.500 acre tract, and the east line of Lots 5 through 10 of said Addition as follows: North 00°06'49" West (Source Bearing), passing at 174.19 feet a 5/8" iron rod found marking the northeast corner of Lot 6, and the southeast corner of Lot 7 of said Addition; passing at 273.81 feet a 1/2" iron rod found marking the northeast corner of Lot 7, and the southeast corner of Lot 8; passing at 374.51 feet to the northeast corner of Lot 8, and the southeast corner of Lot 9; and continuing for a total distance of 573.92 feet to a 5/8" iron rod found marking the northwest corner of said premises, the northwest corner of Button tract 1.500 acre tract, and the southwest corner of a called 1.10 acre tract as recorded under Inst. No. 97-77547 of the D.R.D.C.T.;

THENCE with the northerly most north line of said premises, the north line of Button 1.500 acre tract, and the south line of said 1.10 acre tract, North 89°53'14" East, 140.46 feet to a Roome capped iron rod set in the west right-of-way line of King Lane (50' right-of-way) from which a 1/2" iron rod found marking the southeast corner of said 1.10 acre tract bears North 89°53'14" East, 19.64 feet;

THENCE with a common line between said premises and the dedicated right-of-way of King Lane as follows: South 00°06'46" East, 13.28 feet to a Roome capped iron rod set marking the beginning of a curve to the right; Southwesterly along a curve to the right having a central angle of 57°23'15" with a radius of 10.00 feet, for an arc distance of 10.02 feet (chord = South 28°34'52" West, 9.60 feet) to a Roome capped iron rod set marking a point of reverse curve; Southeasterly along a curve to the left having a central angle of 193°14'23" with a radius of 50.00 feet, for an arc distance of 168.63 feet (chord = South 39°20'42" East, 99.33 feet) to a Roome capped iron rod set in the south right-of-way line of the existing King Lane;

THENCE continuing with a common line between said premises and an existing south right-of-way line of King Lane as follows: North 89°34'51" East, passing at 4.61 feet a bent 5/8" iron rod found marking the southeast corner of said right-of-way, the northwest corner of the aforementioned Button tract (Vol. 657, Pg. 536), being in the east line of said Button 1.500 acre tract, and continuing for a total distance of 12.58 feet to a Roome capped iron rod set marking the southeast corner of the existing King Lane, and the southwest corner of Lot 15, Block C, Little Elm Townsite First Section as recorded in Cab. G, Page 81 of the P.R.D.C.T.;

THENCE with a common line between said premises, the east right-of-way line of King Lane, and the west line of Lot 15, North 00°17'03" West, 66.00 feet to an "X" set in concrete and marking the northwest corner of Lot 15, and the southwest corner of Lot 14, Block C of said Addition;

THENCE departing said right-of-way, North 89°34'51" East with a common line between Lots 14 and 15 a distance of 128.17 feet to a Roome capped iron rod set marking the northeast corner of Lot 15, the southeast corner of Lot 14, and being in the west line of Lot 6, Block C, Little Elm Townsite as recorded in Vol. 2, Pg. 226 of the P.R.D.C.T., same corner being the easterly most northeast corner of said premises;

THENCE with an east line of said premises, the east line of Button tract (Vol. 657, Pg. 536), Button tract (Vol. 509, Pg. 531), and the west line of said Lot 6, South 00°25'09" East, 66.00 feet to a Roome capped iron rod set marking the southwest corner of Lot 6, and the northwest corner of Lot 5 of said Addition;

THENCE continuing with an east line of said premises, the east line of Button tract (Vol. 657, Pg. 536), Button tract (Vol. 509, Pg. 531), and the west line of Lots 5, 4 and 3 of said Addition, South 00°01'46" West, passing at 14.00 feet the northeast corner of Button tract (Vol. 657, Pg. 536) and continuing for a total distance of 299.70 feet to a Mag nail found marking the southwest corner of Lot 3, Block C, and the northwest corner of Lot 2, Block C of said Little Elm Townsite Addition, same corner being an ell corner of said premises;

THENCE with a common line between said Lots 2 and 3, and a north line of said Addition, North 89°50'33" East, 150.00 feet to a KAZ capped iron rod found in the west right-of-way line of Clark Street and marking the southeast corner of Lot 3, the northeast corner of Lot 2, and being the easterly most northeast corner of said premises;

THENCE with the west right-of-way line of Clark Street, the easterly most east line of said premises, and the east line of Lots 2 and 1 of said Addition, South 00°03'36" West, passing at 126.61 a Roome capped iron rod set on line for reference, and continuing for a total distance of 145.78 feet to a point in W. Eldorado Parkway marking the intersection of the northwest right-of-way line of said Parkway with the west right-of-way line of Clark Street, same point marking the southeast corner of said premises;

THENCE with the northwest right-of-way line of W. Eldorado Parkway, the southeast line of said premises, and the easterly line of Lot 1, and Button tract (Vol. 509, Pg. 531), South 51° 33'18" West, 364.09 feet to the place of beginning and containing 230,996 square feet or 5.303 acres of land.

- NOTES:
- The current zoning for this property is Lakefront District (PD-72).
 - The coordinates shown and the basis of the bearings are based on the Town of Little Elm Control Monument No. 2 & 3 (NAD 83), Texas State Plane Coordinates-North Central Zone. Elevations based on the Town of Little Elm Monument No. 2, (NAVD 88).
 - This property may be subject to charges related to impact fees, and the applicant should contact the Town regarding any applicable fees due.
 - Notice-selling a portion of this addition by metes and bounds is a violation of Town subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building permits.
 - This plat does not alter or remove existing deed restrictions, if any, on this property.
 - No portion of the subject property lie within the 100 year flood plain according to Community Panel No. 48121C0415 G, dated April 18, 2011, of the National Flood Insurance Rate Maps for Denton County, Texas, (Zone X).
 - The purpose of this plat is to create 5 lots from 5 tracts of land.
 - This property was surveyed without the benefit of a title commitment and is subject to any/all easements of record.
 - Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
 - All lots comply with the minimum size requirements of the zoning district.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Button Memorial United Methodist Church, does hereby adopt this plat designating the hereinabove described property as Button Memorial United Methodist Church Addition, Lots 1, 2, 3, 4 & 5, Block A, an addition to the Town of Little Elm, Denton County, Texas and do hereby dedicate to the public use forever, streets, rights of way, and alleys shown thereon and does hereby dedicate the easement strips shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using same. No buildings, fences, trees, shrubs or other improvements shall be constructed, or placed upon, over, or across the easement strips on said plat. Any public utility shall have the right to remove and keep removed all or part of any buildings, fenced, trees, shrubs or other improvements or growths, which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of the easement strips, and any public utility shall at all times have the right of ingress or egress to and from and upon said easement for the purposes of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring permission.

By: _____
Pastor: Melissa Hatch (Button Memorial United Methodist Church)

STATE OF TEXAS
COUNTY OF DENTON

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

GIVEN under my hand and seal of office, this the _____ day of _____, 2020.

Notary Public in and for
the State of Texas

SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

THAT I, F. E. Bemenderfer, Jr., do hereby certify that I prepared this plat from an actual and accurate survey of land and that the corner monuments shown thereon were properly placed under my supervision. This plat was prepared in accordance with the subdivision rules and regulations of the Town of Little Elm, Texas

NOT FOR RECORDING

F. E. Bemenderfer, Jr.
R.P.L.S. No. 4051

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared F. E. Bemenderfer, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that the same was executed for the purposes and consideration therein expressed and in the capacity therein stated and as that act and deed therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2020.

Notary Public in and for
The State of Texas

Approved by the Town of Little Elm, Texas this
_____ day of _____, 2020.

Town Official

Attest:

Town Secretary

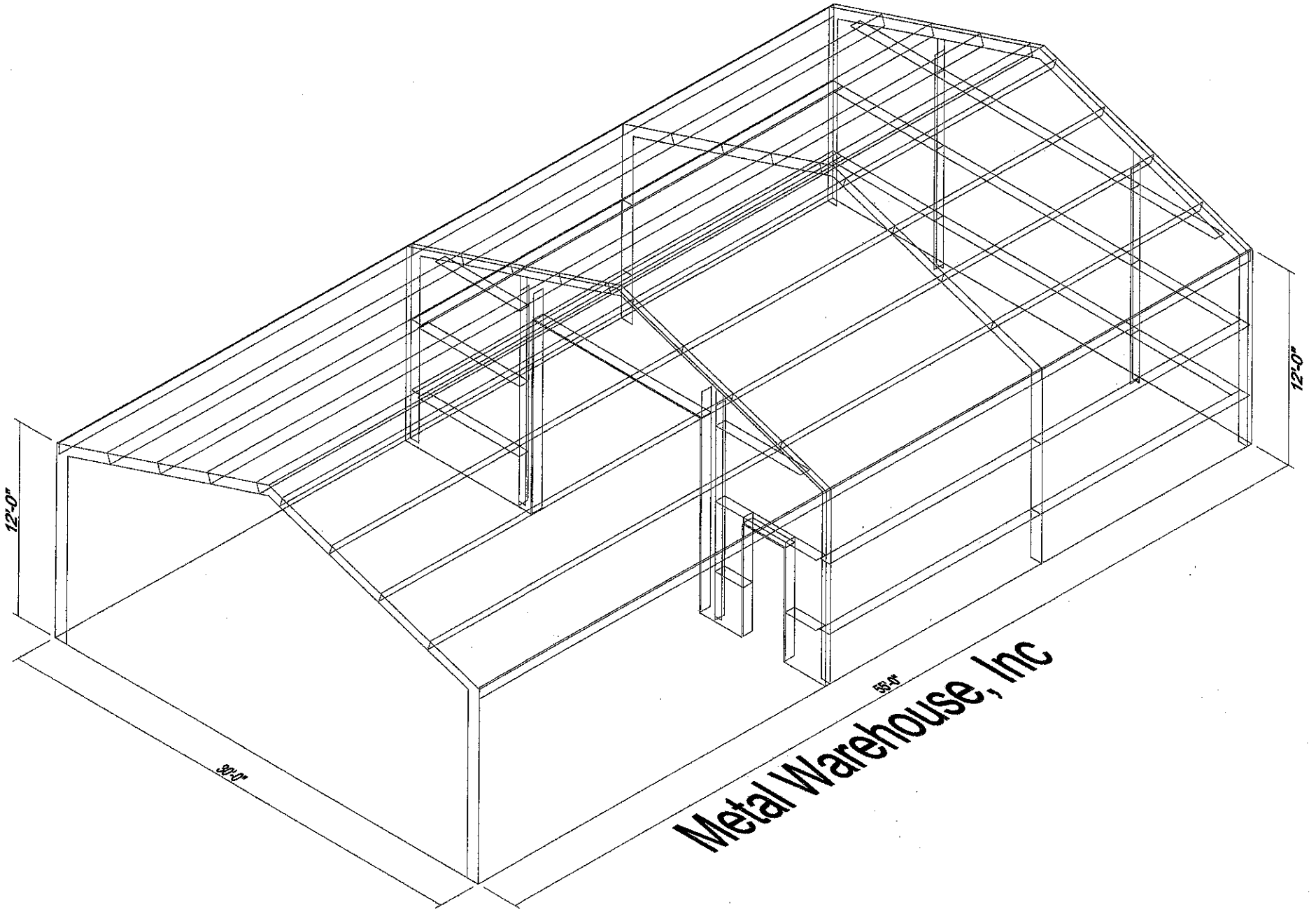
Owners:
Button Memorial United
Methodist Church
P.O. Box 68,
Town of Little Elm, Texas 75068
Attn: Mike McCiellian
(214) 228-9345
email: michael@mccllellan.com

Surveyor:
Roome Land Surveying
2000 Ave G, Suite 810
Plano, TX 75074
(972) 423-4372
email: fred@roomeinc.com
Attn: Fred Bemenderfer

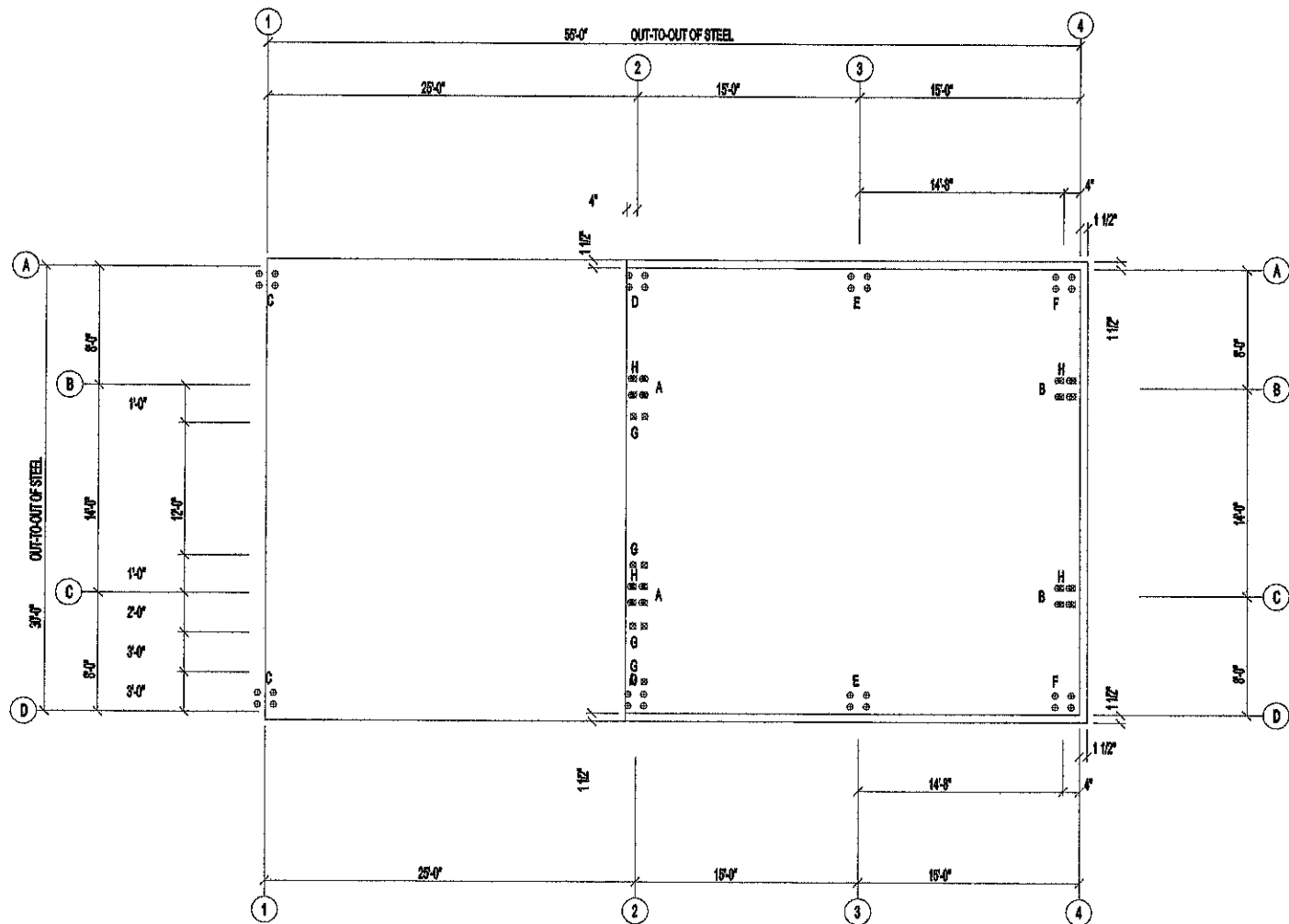
Revised: _____ P:\AC\2020\4\AC867790.DWG

 **Roome Land Surveying**
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com / Firm No. 10013100

Preliminary Plat
Button Memorial United Methodist Church Addition
Lots 1, 2, 3, 4 & 5, Block A
5.303 Acres Situated in The
R. Hensworth Survey, Abstract No. 577
Town of Little Elm, Denton County, Texas
December, 2020



Metal Warehouse, Inc



ANCHOR BOLT PLAN
NOTE: All Base Plates @ 100'-0" (U.N.)



2384 West Hwy. 82 Sherman, TX 75082
(800) 465-0369

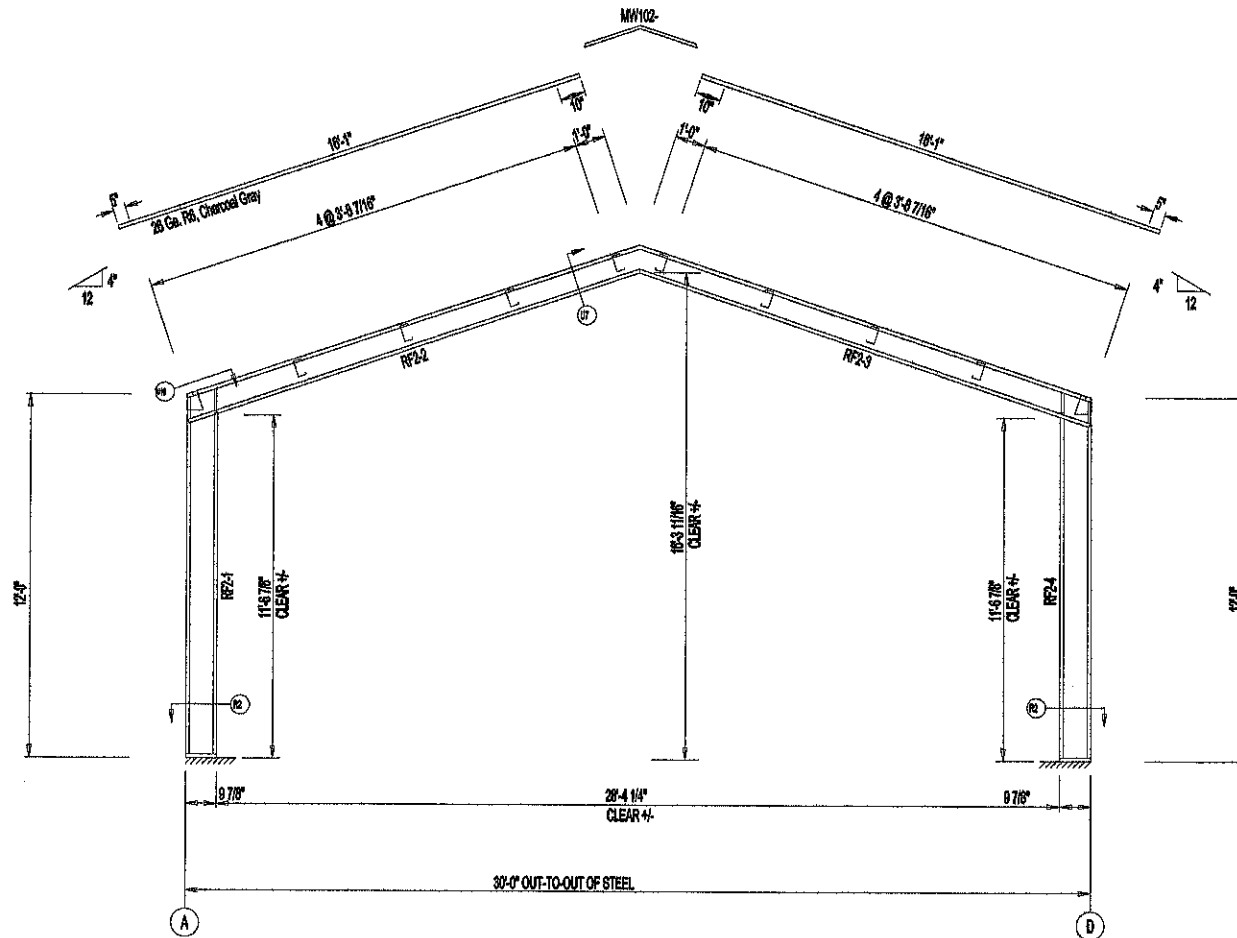
DESCRIPTION: ANCHOR BOLT PLAN						
CUSTOMER:				PROJECT:		
LOCATION:						
DRN. BY	CKD BY	DATE	SCALE	REV.	QUOTATION NO.	SHEET NO.
		12/21/20	N.T.S.	00	Mike Wekart 30x30x12	OF

SPLICE PLATE & BOLT TABLE

Mark	Qty	Top	Bot	Int	Type	Dia	Length	Width	Thick	Length
SP-1							11 5/8"			
SP-2							7 7/8"			
SP-3							11 3/4"			

MEMBER SIZE TABLE

MARK	MEMBER	LENGTH	WEIGHT
RF2-1	W10X12	11'-3 11/16"	140
RF2-2	W8X10	15'-9 3/4"	162
RF2-3	W8X10	15'-9 3/4"	162
RF2-4	W10X12	11'-3 11/16"	149



RIGID FRAME ELEVATION: FRAME LINE 1



22091 West Hwy, El Paso, TX 79922
(920) 425-0999

DESCRIPTION: RIGID FRAME ELEVATION

CUSTOMER:

PROJECT:

LOCATION:

DRAWN BY:

CHKD BY:

DATE:

SCALE:

REV:

QUOTATION NO.:

SHEET NO.:

12/21/20

N.T.S.

00

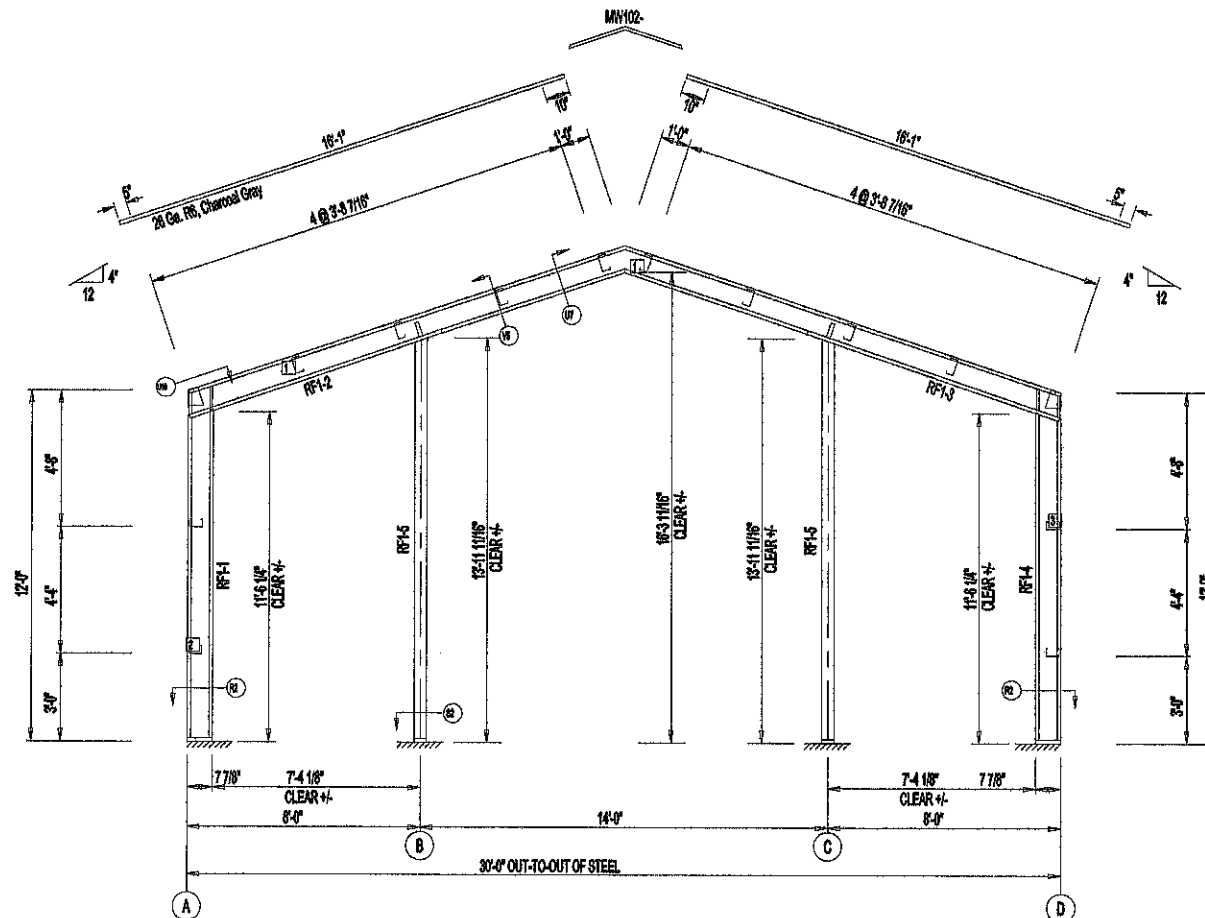
Mha_Welkert_30x30x12

OF

SPICE PLATE & BOLT TABLE											CAP PLATE BOLTS				
Mark	Qty	Bot	Int	Type	Dia	Length	Width	Thick	Length		Mark	Qty	Type	Dia	Length
SP-1							"	"	9 1/2"		RF1-5	4	A325	0.000	0.50
SP-2							"	"	7 7/8"						
SP-3							"	"	9 3/4"						

MEMBER SIZE TABLE			
MARK	MEMBER	LENGTH	WEIGHT
RF1-1	W8X10	11'-3 11/16"	126
RF1-2	W8X10	15'-9 3/4"	165
RF1-3	W8X10	15'-9 3/4"	166
RF1-4	W8X10	11'-3 11/16"	126
RF1-5	W8X13	14'-0 3/8"	192

CONNECTION PLATES		
ID	Mark	Part
1	c3	
2	c2	
3	d1	



RIGID FRAME ELEVATION: FRAME LINE 2 4



22894 West Hwy, B2 Orem, UT 84057
(801) 225-1100

DESCRIPTION: RIGID FRAME ELEVATION									
CUSTOMER:					PROJECT:				
LOCATION:									
DRN. BY	CKD BY	DATE	SCALE	REV.	QUOTATION NO.	SHEET NO.			
		12/21/20	N.T.S.	00	Mike Walkert_30x30x12	OF			

SPICE PLATE & BOLT TABLE

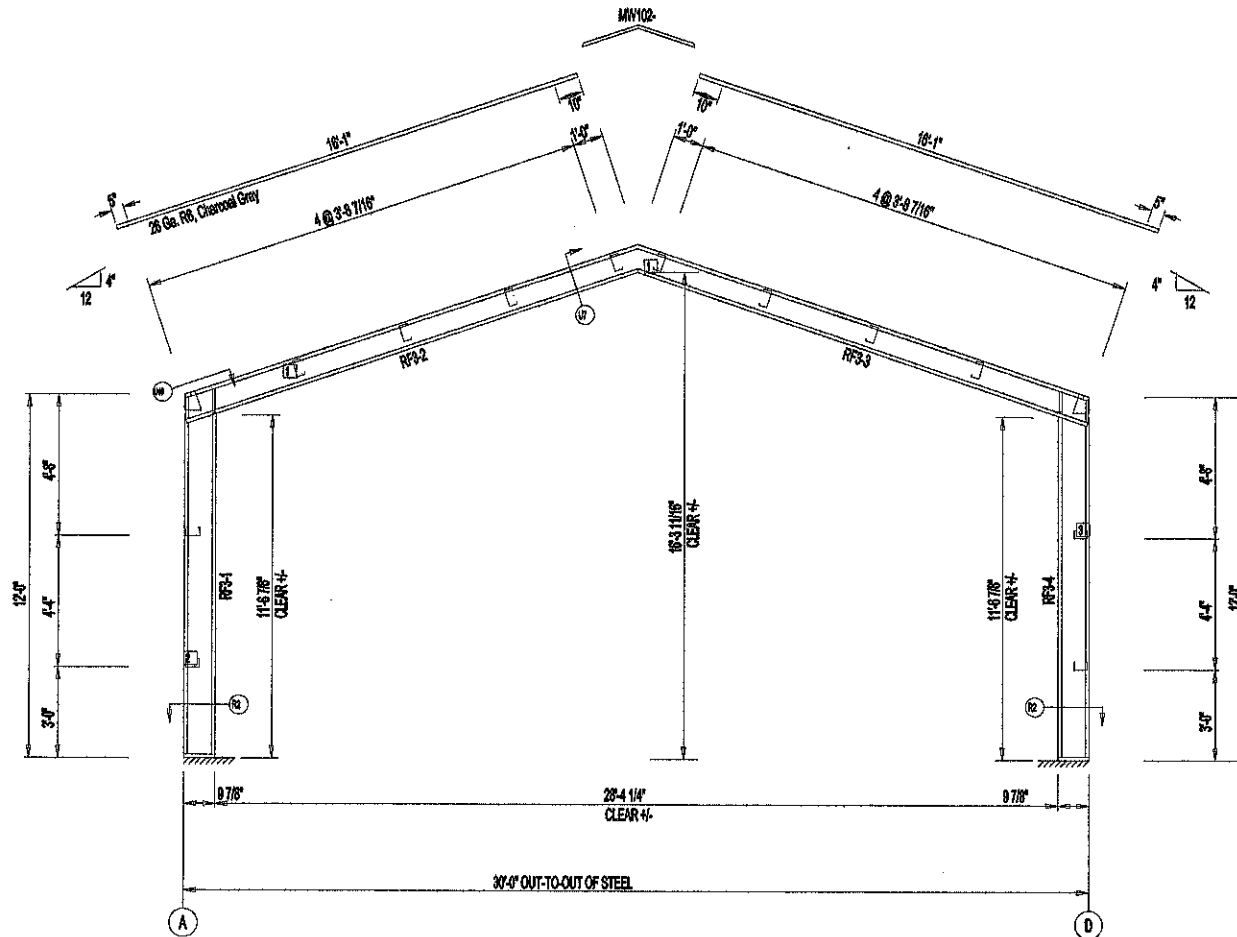
Mark	Qty	Top	Bot	Int	Type	Dia	Length	Width	Thick	Length
SP-1							11 5/8"			
SP-2							7 7/8"			
SP-3							11 3/4"			

MEMBER SIZE TABLE

MARK	MEMBER	LENGTH	WEIGHT
RF3-1	W10X12	11'-3 11/16"	149
RF3-2	W8X10	15'-9 3/4"	182
RF3-3	W8X10	15'-9 3/4"	182
RF3-4	W10X12	11'-3 11/16"	149

CONNECTION PLATES

ID	Mark/Part
1	d3
2	d2
3	d1



RIGID FRAME ELEVATION: FRAME LINE 3

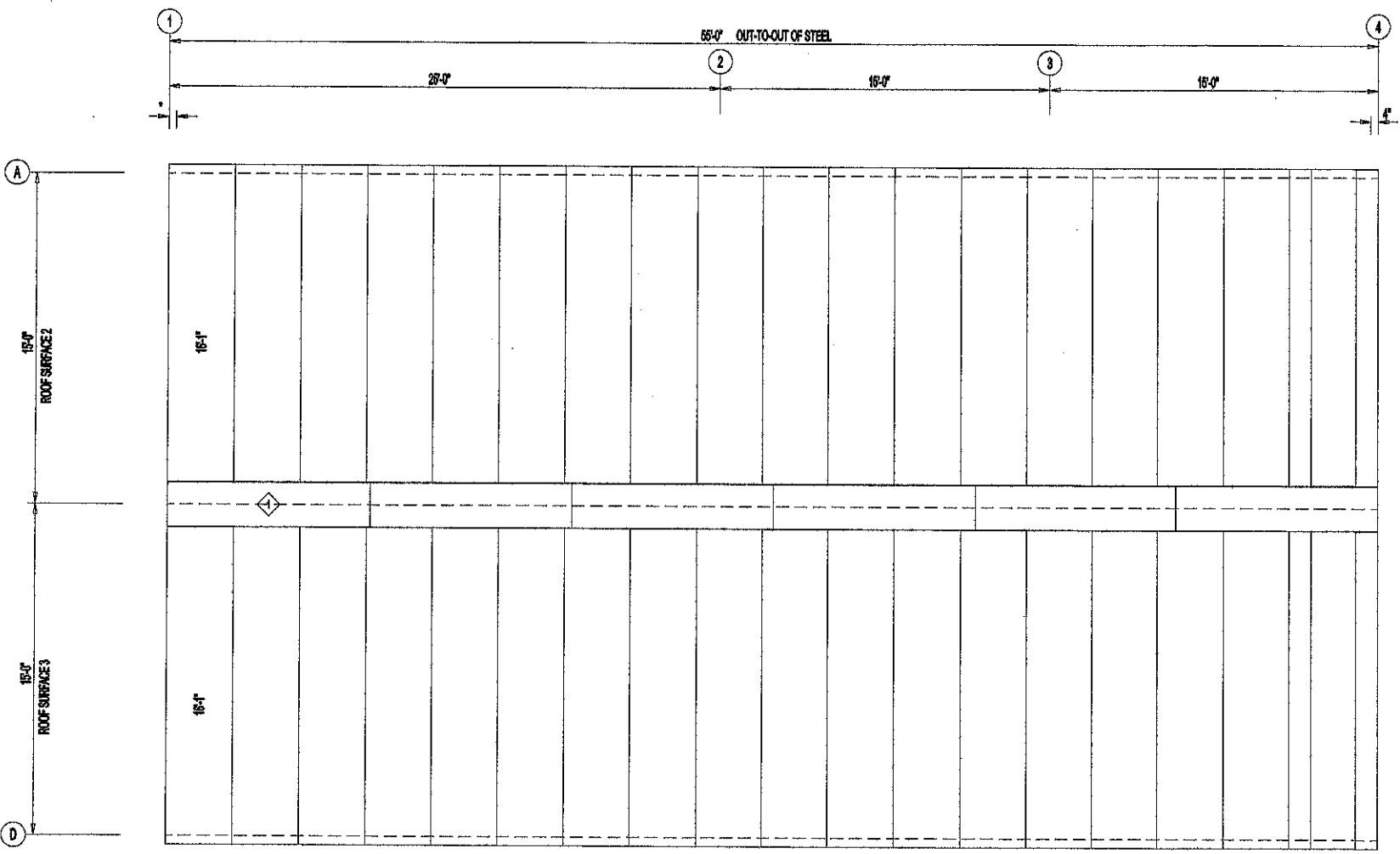


23004 West Hwy. #2 Commerce, TX 75002
(936) 485-4000

DESCRIPTION: RIGID FRAME ELEVATION

CUSTOMER:				PROJECT:			
LOCATION:				QUOTATION NO.			
DRN BY	CKD BY	DATE	SCALE	REV.	SHEET NO.		
		12/21/20	N.T.S.	00	Mike Welkert_30x30x12 OF		

TRIM TABLE	
ROOF PLAN	
◇ ID	MARK
1	MW102

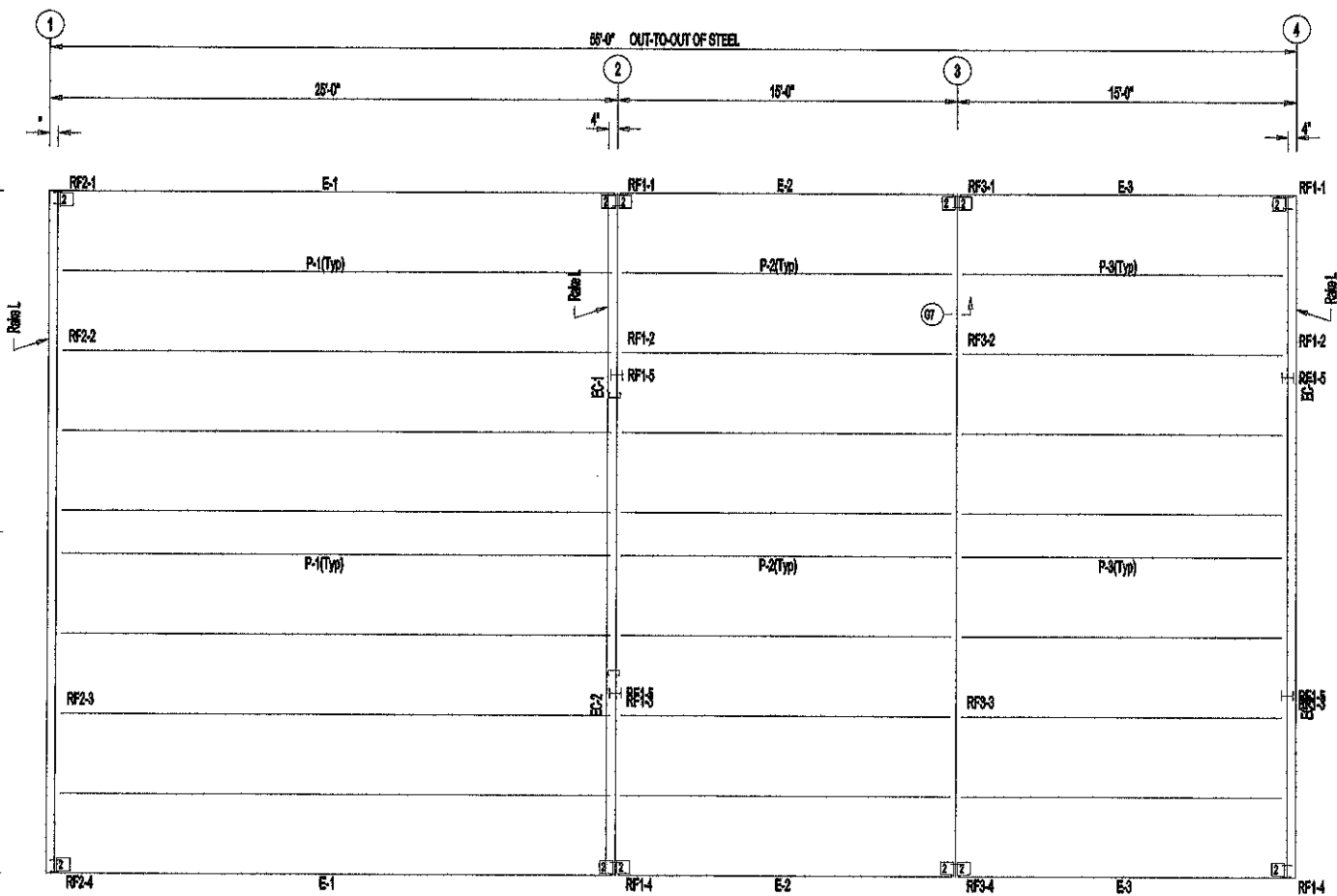


ROOF SHEETING PLAN
 PANELS: 26 Ga. R6 - Charcoal Gray



2804 West Hwy. 33, Greenville, TX 75042
 (903) 425-8899

DESCRIPTION: ROOF SHEETING							
CUSTOMER:				PROJECT:			
LOCATION:							
DRN. BY	CRD BY	DATE	SCALE	REV.	QUOTATION NO.	SHEET NO.	
		12/21/20	N.T.S.	00	Nike_Welkert_30x30x12	OF	



ROOF FRAMING PLAN

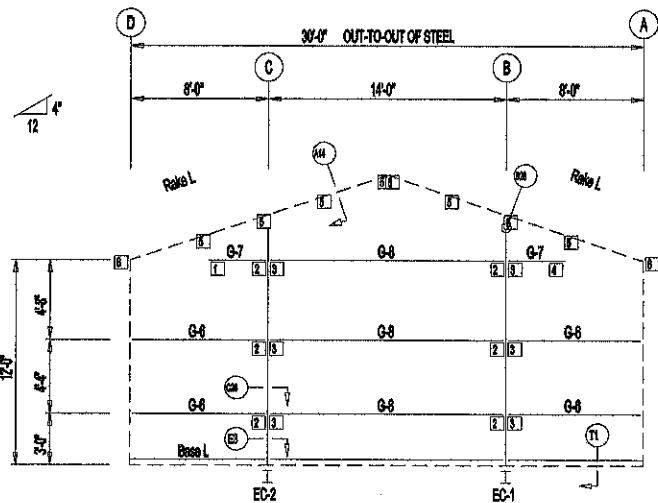
CONNECTION PLATES	
ROOF PLAN	
ID	MARK/PART
1	d3
2	d6

MEMBER TABLE	
ROOF PLAN	
MARK	PART
P-1	8x25C14
P-2	8x25C14
P-3	8x25C14
E-1	E08S344L
E-2	E08S344L
E-3	E08S344L

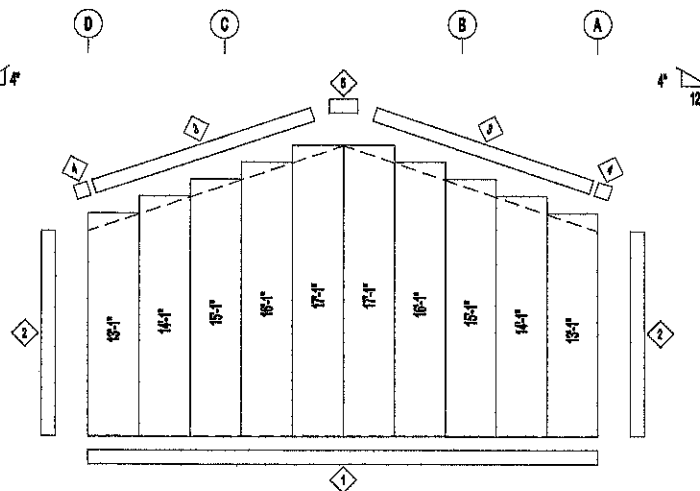


23004 Metal Pkwy, #2 Houston, TX 77062
(281) 489-0038

DESCRIPTION: ROOF FRAMING						
CUSTOMER:				PROJECT:		
LOCATION:						
DRN BY	CKD BY	DATE	SCALE	REV.	QUOTATION NO.	SHEET NO.
		12/21/20	N.T.S.	00	Mike Welkert 30x30x12	OF



ENDWALL FRAMING: FRAME LINE 4



ENDWALL SHEETING & TRIM: FRAME LINE 4

PANELS: 20 Ga. R6 - Rustic Red

TRIM TABLE FRAME LINE 4		
ID	MARK	DETAIL
1	BT-101	TRIM_74
2	CT-102	TRIM_323
3	FL-18	TRIM_229
4	FL18A	
5	FL618B	

MEMBER TABLE FRAME LINE 4		
MARK	PART	
EC-1	W8X10	
EC-2	W8X10	
G-6	6x20C14	
G-7	6x20C14	
G-8	6x20C14	

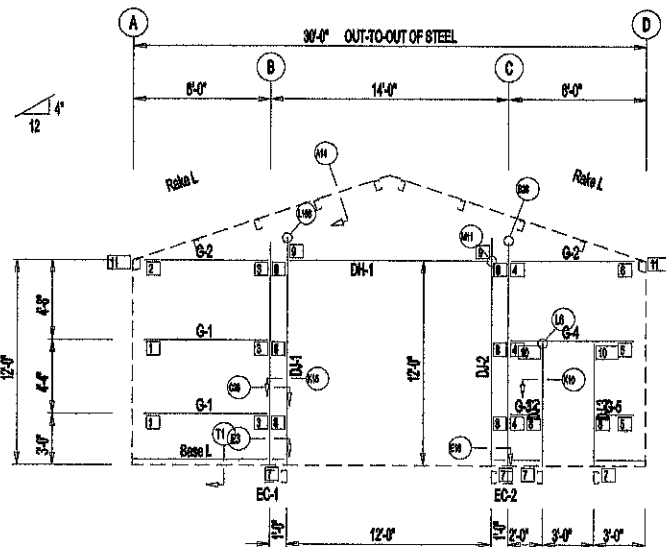
CONNECTION PLATES FRAME LINE 4		
ID	MARK	PART
1	b5	
2	b6	
3	b7	
4	b8	
5	c8	
6	d8	



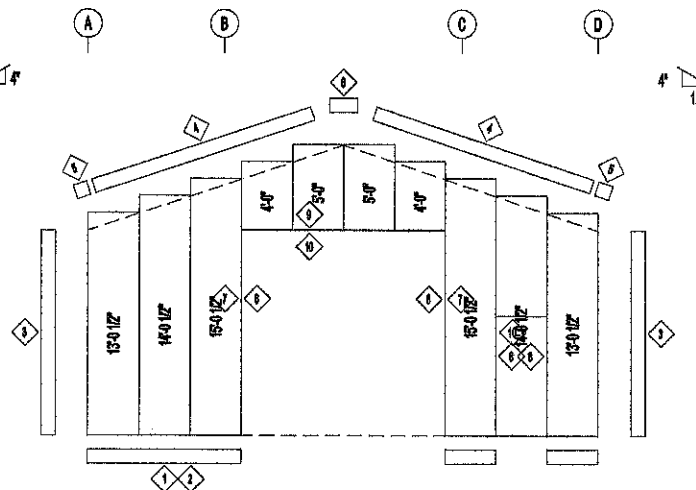
23104 West Hwy 82 Sherman, TX 76002
(817) 462-8100

DESCRIPTION: ENDWALL FRAMING

CUSTOMER:		PROJECT:	
LOCATION:		QUOTATION NO.	
DRN BY	CKD BY	DATE	SHEET NO.
		12/21/20	30x12 OF
		SCALE	REV.
		N.T.S.	00
		Mike Welkert_30x12 OF	



ENDWALL FRAMING: FRAME LINE 2



ENDWALL SHEETING & TRIM: FRAME LINE 2

PANELS: 28 Ga. R6 - Rustic Red

TRIM TABLE		
FRAME LINE 2		
ID	MARK	DETAIL
1	BT-101	TRIM_74
2	BT-101	TRIM_74
3	CT-102	TRIM_323
4	MT-113	
5	FL10A	
6	FL10B	
7	MT-116	TRIM_242
8	FL-26	TRIM_239
9	MT-116	TRIM_235
10	FL-26	TRIM_232

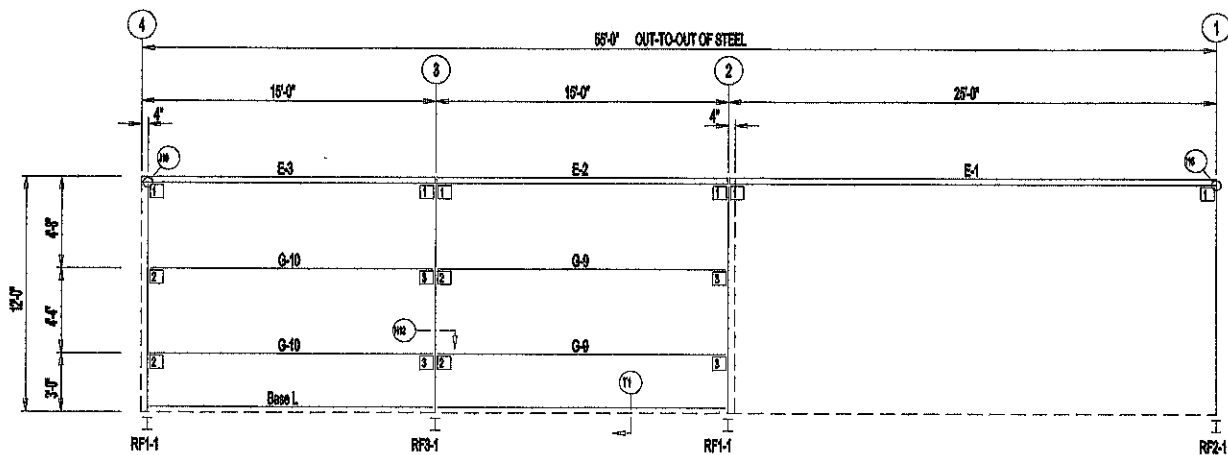
MEMBER TABLE	
FRAME LINE 2	
MARK	PART
EC-1	W8X10
EC-2	W8X10
DJ-1	4x16C14
DJ-2	4x16C14
DJ-3	4x16C14
DH-1	4x20C14
G-1	3x15C14
G-2	3x15C14
G-3	3x15C14
G-4	3x15C14
G-5	3x15C14

CONNECTION PLATES	
FRAME LINE 2	
ID	MARK/PART
1	b4
2	b1
3	b2
4	b3
5	b5
6	b4
7	f1
8	b9
9	c1
10	j1
11	b6

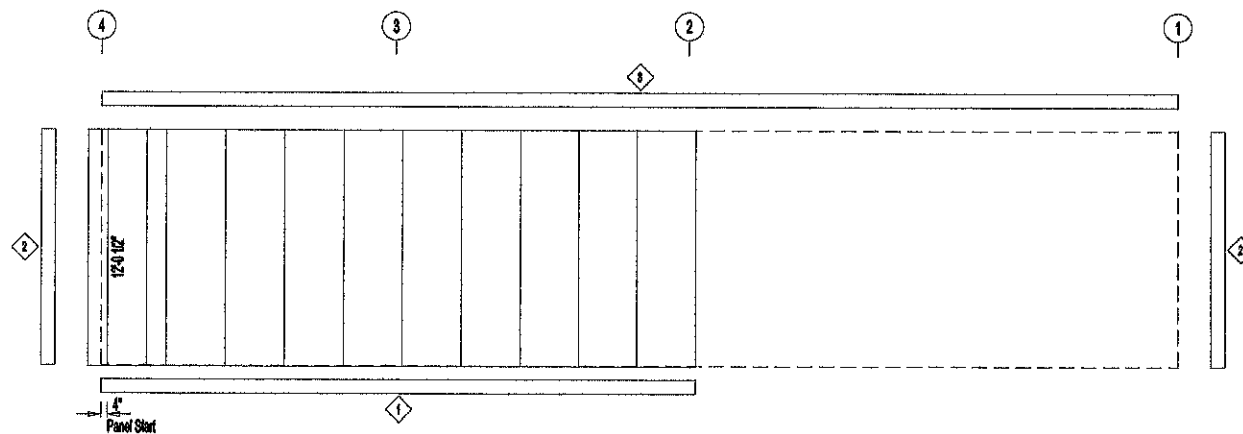


23004 West Hwy. #2 Sherman, TX 75082
(940) 835-5500

DESCRIPTION: ENDWALL FRAMING					
CUSTOMER:				PROJECT:	
LOCATION:					
DRN. BY	CKD BY	DATE	SCALE	REV.	QUOTATION NO.
		12/21/20	N.T.S.	00	Mike Welkart 30x30x12
					SHEET NO. OF



SIDEWALL FRAMING: FRAME LINE A



SIDEWALL SHEETING & TRIM: FRAME LINE A

PANELS: 20 Ga. R8 - Rustic Red

TRIM TABLE		
FRAME LINE A		
ID	MARK	DETAIL
1	BT-101	TRIM 74
2	CT-102	TRIM 323
3	ET-004	TRIM 316

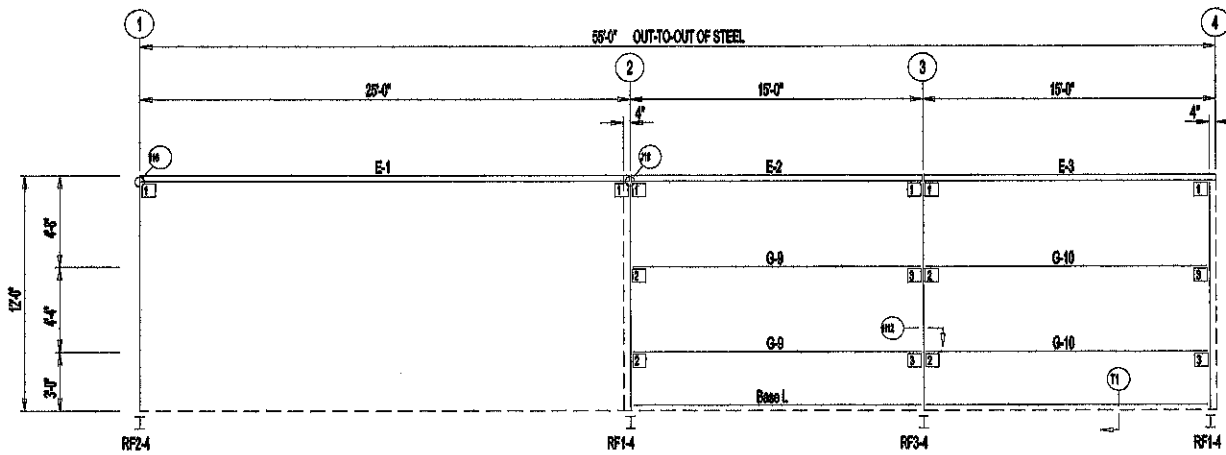
MEMBER TABLE	
FRAME LINE A	
MARK	PART
E-1	E08394L
E-2	E08394L
E-3	E08394L
G-9	G20C14
G-10	G20C14

CONNECTION PLATES	
FRAME LINE A	
ID	MARK/PART
1	d8
2	d1
3	d2

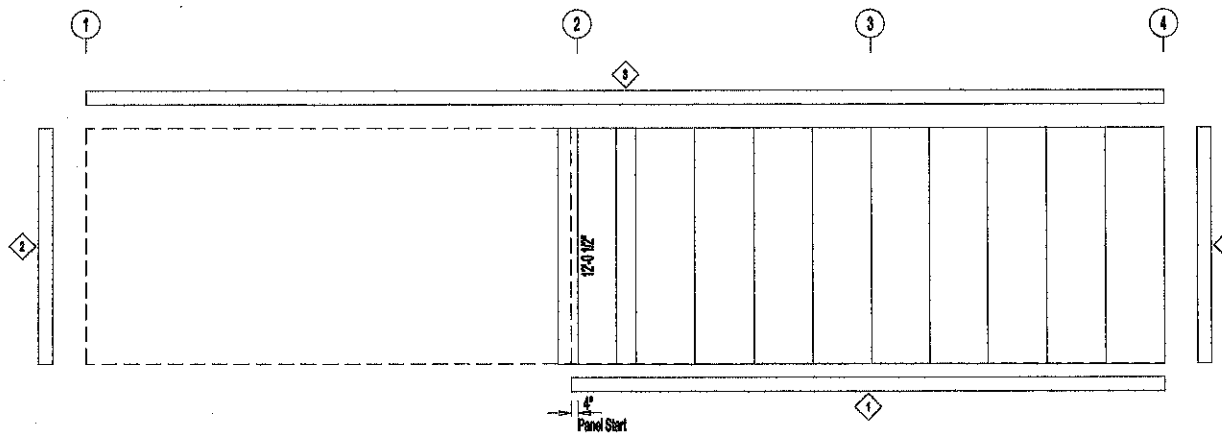


25504 West Hwy. B2 Shreveport, LA 70502
(504) 415-4552

DESCRIPTION: SIDEWALL FRAMING									
CUSTOMER:						PROJECT:			
LOCATION:									
DRN. BY	OKD BY	DATE	SCALE	REV.	QUOTATION NO.	SHEET NO.			
		12/21/20	N.T.S.	00	Mike Weikert_30x30x12	OF			



SIDEWALL FRAMING: FRAME LINE D



SIDEWALL SHEETING & TRIM: FRAME LINE D

PANELS: 26 Ga. R6 - Rustic Red

TRIM TABLE		
FRAME LINE D		
ID	MARK	DETAIL
1	BT-101	TRIM 74
2	CT-102	TRIM 323
3	ET-304	TRIM 316

MEMBER TABLE	
FRAME LINE D	
MARK	PART
E-1	EB6344L
E-2	EB6344L
E-3	EB6344L
G-9	G20C14
G-10	G20C14

CONNECTION PLATES	
FRAME LINE D	
ID	MARK/PART
1	06
2	d1
3	d2



27500 West Hwy. 83, Houston, TX 77058
(832) 455-8888

DESCRIPTION:		SIDEWALL FRAMING			
CUSTOMER:		PROJECT:			
LOCATION:		QUOTATION NO.			
DRN. BY	CRD. BY	DATE	SCALE	REV.	SHEET NO.
		12/21/20	N.T.S.	00	OF
		Mke_Welkert_30x30x12			