WORKSHOP & REGULAR MEETING
OF THE TOWN COUNCIL

Tuesday, March 16, 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 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:

- To join the Zoom meeting, click https://zoom.us/j/97793097428
- 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C. Items to be Withdrawn from Consent Agenda.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. Discuss **Naming Options for the New Park located in The Lakefront.**

B. Present and Discuss the **Master Wayfinding Signage Program for the Town of Little Elm.**

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

5. **Presentations.**

A. Present a **Citizen Certificate of Appreciation to Madelyn Radabaugh for her Swift and Timely Actions which Assisted the Little Elm Fire Department with the Evacuation of Residents during a Structure Fire.**

6. **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.

7. **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 March 2, 2021, Regular Town Council Meeting.**

B. Consider Action to Approve the **Performance Agreement between 575 Pizzeria-Little Elm, LLC and Little Elm Economic Development Corporation.**

C. Consider Action to Approve a **Contract with Aqua-Aerobic Systems Inc. for the Wastewater Treatment Plant (WWTP) Filter System Upgrades.**

D. Consider Action to Approve the **Recreation Center Rebrand and Logo.**

E. Consider Action to Approve a **Professional Services Agreement with Plante & Moran, PLLC for Enterprise Resources Planning (ERP) Selection and Implementation, in the estimated Amount of $75,000.**

F. Consider Action to Approve **Granting an Electric Line Easement and Right-of-Way to Coserv Electric along Lakefront Drive.**

G. Consider Action to Approve the **Second Amendment to Chapter 380 Economic Development Program and Agreement between the Town of Little Elm and Flix Entertainment, LLC.**

8. **Public Hearings.**

A. Hold a Public Hearing to Consider **Proposed Assessments for Phase #1 to be Levied Against the Assessable Property within the Spiritas Ranch Public Improvement District (the "District") pursuant to the Provisions of Chapter 372 of the Texas Local Government Code, as Amended (the "Act").**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action:

B. Hold a Public Hearing to **Consider Proposed Assessments for Phase #2-4 to be Levied Against the Assessable Property within the Spiritas Ranch Public Improvement District (the "District") pursuant to the Provisions of Chapter 372 of the Texas Local Government Code, as Amended (the "Act").**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action:

C. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance 1604 to Rezone Approximately 7.645 acres of Land from Light Commercial (LC) to Planned Development-Light Commercial (PD-LC) to Allow for the Use of Hardware and Home Improvement Store and Commercial/Retail with Modified Development Standards, Generally Located Approximately 100 feet to the Southeast of the Oak Grove Parkway and Hill Lane intersection, within Little Elm's Town Limits.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action:

9. **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 Developer for the ACE Hardware Commercial Development.**

B. Present, Discussion and Consider Action to **Accept the Town's Independent Audit Report and the Comprehensive Annual Financial Statements and Federal Single Audit Report for the Fiscal Year ended September 30, 2020.**

C. Present, Discuss, and Consider Acceptance of the **Town's "Financial Highlights" for the Fiscal Year ended September 30, 2020.**

10. **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.

11. **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.

12. **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 12th day of March 2021 before 5:00 p.m.

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	3. A.
Department:	Administrative Services
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Matt Mueller, Town Manager

AGENDA ITEM:

Discuss **Naming Options for the New Park located in The Lakefront.**

DESCRIPTION:

Mayor David Hillock requested this item be placed on the agenda to discuss naming options for the new park located in The Lakefront.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Council.

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	3. B.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present and Discuss the **Master Wayfinding Signage Program for the Town of Little Elm.**

DESCRIPTION:

In 2019, the Town approved the contract with Fd2s to develop a Master Wayfinding Signage Program. Since then, staff and the consultant team have been creating a signage program that will help support the strategic goal that Town Council set with promoting and expanding Little Elm's identity. In addition to promoting and expanding identity of Little Elm, a main focus of the project is to welcome and guide visitors to our major areas that includes the Lakefront District, area parks, Senior Center, the Aquatic Center and other points of interest throughout Town. The program will establish design standards for town wide signage that is reflective of the Town of Little Elm's identity.

Last year we reached out to Town Council to get their input on the draft design. Below is some of the comments we received:

- "I think I prefer the cleaner look over the geo pattern".
- "No need for "the Town of". This is unnecessarily wordy. The rest is good."
- "I like the district separation."
- "Like the blue, green signs that shows to be mounted on the monument."
- "I'm a fan of our Town colors of Blue/Green/White with the Lakefront Sun graphic here or there."
- "I think going with stone over just concrete and staying in more of the richer colors of blue and green with a splash of orange or yellow looks classier, sophisticated and more pleasing to the eye."

During the budget session, we went through a draft that was under TXDOT review and was pleased to receive good comments from the Council. Not a lot has changed from the first review that Council made comments on till today, but we wanted to formally present it to Council and go through it again.

Unfortunately, the pandemic and the back and forth with TXDOT created some delays in getting the project done faster, but we are finally at the finish line with a solid program that will continue our identity.

The project is slated to be broken up into two phases over the next two budget years. We plan on focusing on the Lakefront District area first and concentrate on the 380 area during the second phase due to the future construction of 380.

BUDGET IMPACT:

This item is budgeted for in the Landscape Fund in the phased approach.

RECOMMENDED ACTION:

Staff requests direction from Council.

Attachments

Master Wayfinding Program

Town of Little Elm
Wayfinding Signage
Exhibit F
Design and Sign Location Plans

16 March 2021

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TxDOT Guidelines for Wayfinding Guide Signing

Section 1. General Description

Wayfinding guide signs are a systematic network of directional signs installed and maintained by a city to guide the traveling public to major civic, cultural, visitor, and recreational destinations within a specified region with the minimum number of signs. The goal of a Wayfinding Guide Sign System Plan should be to take advantage of local geographical areas (medical district, historical district, etc.) to replace turn by turn trailblazing to specific, individual locations. With this process, a region's most prominent features and assets are called out and promoted, but only as required to serve visitor guidance.

Section 2. Definitions

A. City Pride Sign Program - An existing TxDOT sign program that allows municipalities to erect signs near its jurisdictional limits that displays points of interest or geographical, recreational, cultural, or civic information. The City Pride Sign Program policies and procedures are contained in the Texas Administrative Code.

B. Conventional Road – A street or highway other than a freeway or expressway without access control. A conventional road may include the frontage road of freeways.

C. *Enhancement Marker* – A sign or portion of a sign where a shape, color, or pictograph is used as an aesthetic identifier at the top or side of and incorporated into a wayfinding guide sign. An enhancement marker can be incorporated into a wayfinding guide sign or an attachment to the sign.

D. *Pedestrian Directional Sign* – Smaller versions of Vehicular Directional Signs to be viewed by pedestrians or bicyclists and not motor vehicle operators.

E. *Pictograph* – A non-commercial graphic for a governmental agency or public institution.

F. *TMUTCD* – The Texas Manual on Uniform Traffic Control Devices.

G. *Vehicle Directional Sign* – A directional guide sign that guides the traveling public to civic, cultural, visitor, and recreational destinations within a specific region.

H. *Wayfinding Guide Sign System Plan* – The location area, design, engineering, and sign plan submitted to TxDOT for approval. The Plan shall include:

- Sign detail with dimensions, colors and font size for each sign
- Mounting height, type and location of mount
- Distance to any existing adjacent traffic control devices, driveways or other physical roadway features

Section 3. Roles of Cities and TxDOT

A current Municipal Maintenance Agreement between the City and TxDOT must exist. Per the agreement, with written approval from TxDOT the city can install and maintain signs within TxDOT right-of-way along conventional roadways provided the sign and sign structure meet TxDOT requirements. Vehicular Directional signs shall be located so as not to interfere with, obstruct or divert roadway user's attention from official traffic control devices. To implement a Wayfinding Program, the city must submit a Wayfinding Guide Sign System Plan to the local TxDOT district for approval.

On the state highway system, a Wayfinding Guide Sign System Plan may only be applied to conventional roads and only with written approval from TxDOT.

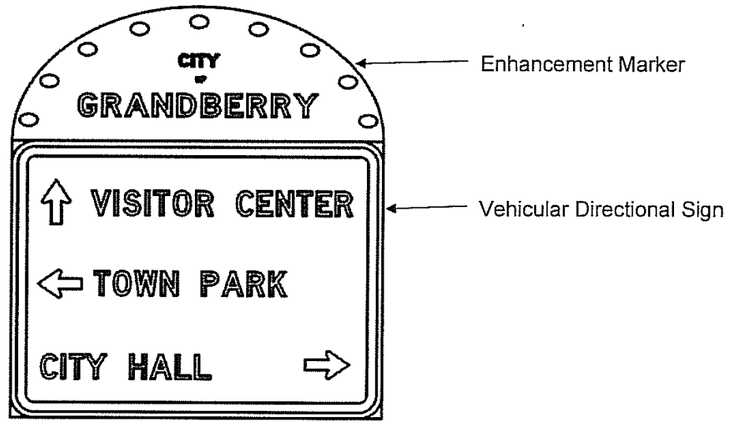

Figure 1. Wayfinding Guide Sign

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Exterior Wayfinding
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If TxDOT determines that additional regulatory, warning or guide signing is needed, it may require the city to remove or relocate an existing or planned wayfinding guide sign at the expense of the city. Additionally, the city shall remove a wayfinding guide sign if it has not provided a replacement sign within 60 days of written notification from TxDOT that the sign is damaged, broken, faded or has become a hazard.

Section 4. Types of Wayfinding Guide Signs

Wayfinding guide signs are not permitted on controlled access facilities, including ramps. Once the wayfinding guide signs are approved in writing by TxDOT, the fabrication, installation, and maintenance of all wayfinding guide signs and their assemblies are the responsibility of the city. Signs on TxDOT right-of-way shall be installed on a standard TxDOT support or an alternate support approved by the Traffic Operation Division. Signs on TxDOT right-of-way shall be installed at the appropriate height, offset from travel lane, and spacing from other traffic control devices in accordance with the TMUTCD or TxDOT standards.

A. City Pride Signs

City pride signs may be incorporated into a wayfinding guide sign system plan. The City Pride Sign Program allows cities to erect and display signs concerning points of interest or geographical, recreational, cultural, or civic information at the city limits on state highway right-of-way. If city pride signs are used, the rules for the City Pride Sign Program must be followed (see City Pride sign rules in the Texas Administrative Code, Title 43, Part 1, Chapter 25, Subchapter H).

B. Boundary Area Guide Signs

Boundary Area Guide Signs are informational guide signs at the boundaries of the geographical area of the wayfinding guide signing which identify the use of the color coding for the various districts, regions or destinations within the area. These signs shall be green background with white legend. The color coding shall be accomplished by the use of different colored square or rectangular panels on the face of the guide signs as described in Section 2D.03 of the TMUTCD.

C. Enhancement Markers

Enhancement markers may be used, at the option of the city, as a means of aesthetically identifying the wayfinding guide sign. An enhancement marker may be on the top or side of a wayfinding guide sign. The size and shape of an enhancement marker shall be smaller in comparison to the wayfinding guide signs themselves and approved by TxDOT. Enhancement markers shall not be designed to have an appearance that could be mistaken by road users as being a traffic control device.

D. Vehicle Directional Signs

A vehicular directional sign is installed on conventional roadways providing vehicular directional guidance to destinations or groups of destinations (i.e. Historic District, Medical District, etc.). In regard to location priority, regulatory, warning and guide signs shall have a higher priority than wayfinding guide signs (see TMUTCD Section 2A.16).

Vehicle Directional signs should be limited to 3 destinations per sign and shall not contain commercial advertising. Arrow location and priority order should follow that shown in the TMUTCD. Arrowheads should also be the same design as the Texas Standard Highway Sign Designs. Additional requirement for wayfinding guide signs are detailed in Section 5.

E. Pedestrian Directional Signs

Pedestrian Directional Signs are intended for viewing by pedestrians and bicyclists and should be oriented away from the view of motorists. Pedestrian Directional Signs should not be located in TxDOT Right of Way. Pedestrian Directional Signs may be kiosks and may contain maps of the area. The design, installation, and maintenance of pedestrian directional signs are the full responsibility of the city.

Section 5. Design and Legibility of Wayfinding Guide Signs

A. Basic Requirements and Font

Wayfinding signs are guide signs and they should be rectangular in shape. Standardized colors and rectangular shapes should be used so as to maintain their distinction to the motorist as guide sign information. Simplicity and uniformity in design, position, and application as described in TMUTCD Section 2A.06 are important.

The basic requirements of all highway signs are that they be legible to those whom they are intended and that it be understandable in time to permit a proper response. Desirable attributes include: high visibility by day and night and high legibility (adequately sized letters or symbols, and a short legend for quick comprehension by a road user approaching a sign).

Standard Highway Signs (SHS) alphabet fonts provide optimized legibility. If a font other than an SHS alphabet font (Highway Gothic or Clearview) is used, approval from the Federal Highway Administration shall be required.

Except for signs intended for viewing only by pedestrians, bicyclists, or occupants of parked vehicles, internet addresses shall not be shown on any sign, supplemental plaque, sign panel (including logo panels on specific service signs), or changeable message sign.

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B. Retroreflectivity of Wayfinding Guide Signs

Wayfinding guide signs shall be retroreflective or illuminated to show the same shape and similar color by both day and night, unless specifically stated otherwise in this or other TxDOT policies of a particular sign or group of signs. The requirements for sign illumination shall not be considered to be satisfied by street or highway lighting.

C. Word Legends on Wayfinding Guide Signs

Wayfinding guide signs should be limited to 3 destinations per sign (See TMUTCD Section 2D.07) and shall not contain commercial advertising.

Abbreviations (see TMUTCD Section 1A.14) should be kept to a minimum, and should include only those that are commonly recognized and understood, such as AVE (for Avenue), BLVD (for Boulevard), N (for North), or JCT (for Junction).

Word messages should be as brief as possible and the lettering should be large enough to provide the necessary legibility distance. A minimum specific ratio of 1 inch of letter height per 30 feet of legibility distance should be used. Except as noted in the option below, the minimum size of sign legend is 6" for signs on conventional roads. Low speed (25 mph) local streets may have a minimum legend size of 4" (see TMUTCD Section 2A.14).

D. Colors and Legend Contrast

The colors of TMUTCD red, TMUTCD orange, TMUTCD green, TMUTCD fluorescent yellow-green and TMUTCD yellow shall not be used as background colors (color coding) for wayfinding guide signs in order to minimize possible confusion with crucial regulatory and warning sign color meaning readily understood by motorists.

Colors other than the approved TMUTCD colors may be used for color coding of wayfinding guide signs accomplished by the use of different colored square or rectangular panels on the face of the guide signs to provide a color "identity" for the wayfinding destinations by type of destination or by geographical area of the destination.

A minimum contrast value of legend color to background color of 0.70 or 70% is required for wayfinding guide signs (ADA minimum contrast value).

E. Graphics on Wayfinding Guide Signing

Wayfinding guide signs shall not contain commercial advertising or commercial graphics (logos) of businesses, including within the pictographs.

Symbols shown in the TMUTCD are allowed for use on wayfinding guide signs.

Pictographs are allowed for use on wayfinding guide signs. A pictograph is a graphic for a governmental agency (such as for the Dallas Area Rapid Transit light rail system) or a public institution (such as a college or university or public stadium). A stadium with naming rights of a business such as Heinz Stadium shall not display the Heinz company logo on the wayfinding guide signing. The maximum dimension (height or width) of a pictograph shall not exceed the size of the route shield on the guide sign. If the guide sign does not include a route shield, the maximum size of the pictograph shall not exceed four times the letter height of the legend.

Other graphics that specifically identify the wayfinding system, including enhancement markers, may be used on the overall signing assembly and sign posts.

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Section 1 — Overview

Introduction

The lateral placement and height of signs affect both the operational and safety performance of signs. Signs that are too far from the edge of the road or too high may not be in the driver's cone of vision. Furthermore, they may not be able to retroreflect sufficient light at night to be legible to drivers. Signs that are too close to the edge of the travel way may have a higher probability of being hit by vehicles leaving the travel way.

This chapter illustrates the principles for the distance that signs should be placed from the edge of the travel lane or shoulder and how high signs should be placed above the roadway or ground. Several different figures provide illustrations of different situations that can affect the lateral placement of signs or sign height.

Terminology Used in the Field Book

Figure 4-1 illustrates how the following terms are used throughout the field book. It also identifies the point of reference from which to measure the lateral offset. Part 1 of the Texas MUTCD contains additional definitions.

- **Traveled Way:** The portion of roadway for the movement of vehicles, exclusive of the shoulders, berms, sidewalks, and parking lanes.
- **Shoulder:** For determining the lateral offset of a sign, it is the paved portion of the highway that is outside the traveled way.
- **Front Slope:** The portion of the ditch that is on the road side of the flow line.
- **Ditch:** An area centered on a flow line that is intended to drain water.
- **Back Slope:** The portion of the ditch that is on the opposite side of the flow line from the road.
- **Edge of Travel Lane:** If an edge line is present, it is measured from the outside edge of the edge line. If there is no edge line, it is measured from the edge of pavement.

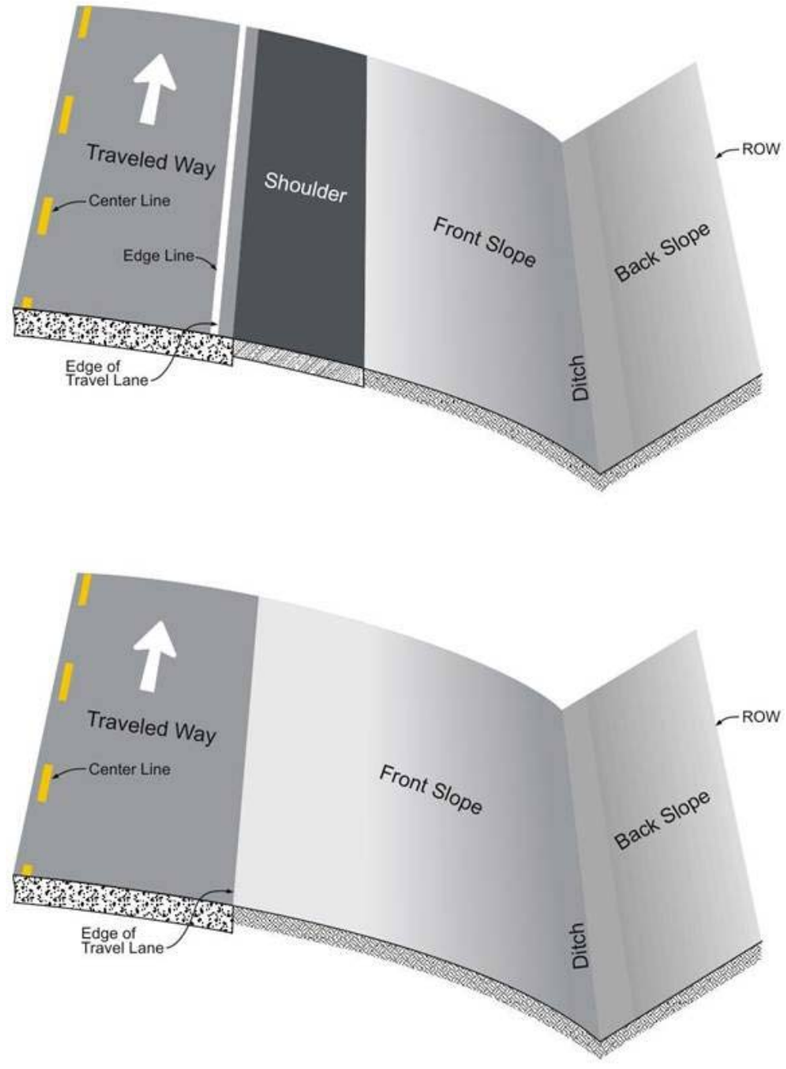

Figure 4-1. Illustration of Terminology

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Section 2 — Lateral Placement

Introduction

Proper lateral placement of a sign:

- Improves the visibility of the sign, and
- Reduces the probability of the sign being hit by vehicles leaving the roadway.

Locating Sign Posts Close to One Another

Figure 4-2 illustrates that no more than two sign supports should be located within a 7 ft circle.

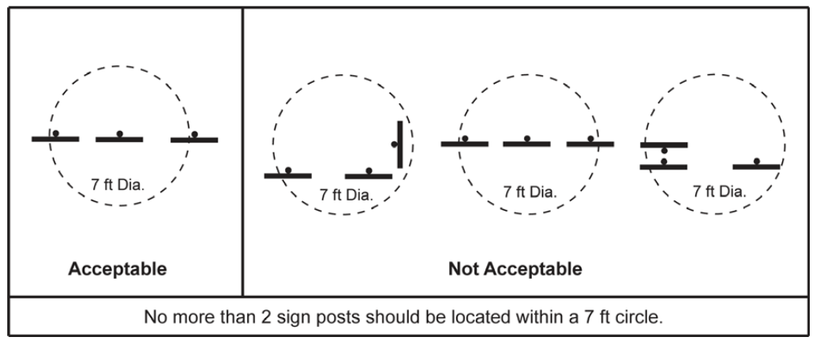

Figure 4-2. Placement of Signs within a 7 ft Circle

Lateral Placement

Highway cross-section is the primary criteria affecting the lateral placement of signs. The key cross-section factors affecting the lateral placement are whether a roadway has no shoulder, a narrow shoulder, a wide shoulder, guardrail, or curb-and-gutter.

The following define narrow and wide shoulders:

- **Narrow Shoulder:** A shoulder that is 6 ft or less in width.
- **Wide Shoulder:** A shoulder that is more than 6 ft wide.

Where possible, do not place sign posts in the flow line of a ditch or drainage channel.

Section 2A.19 and `Figure 2A-2 and 2A-3 of the Texas MUTCD` describe the lateral placement requirements for signs. Figures 4-3 through 4-9 on the following pages illustrate typical

situations for the lateral placement of signs. Section 3 contains additional information about lateral placement of signs at intersections.

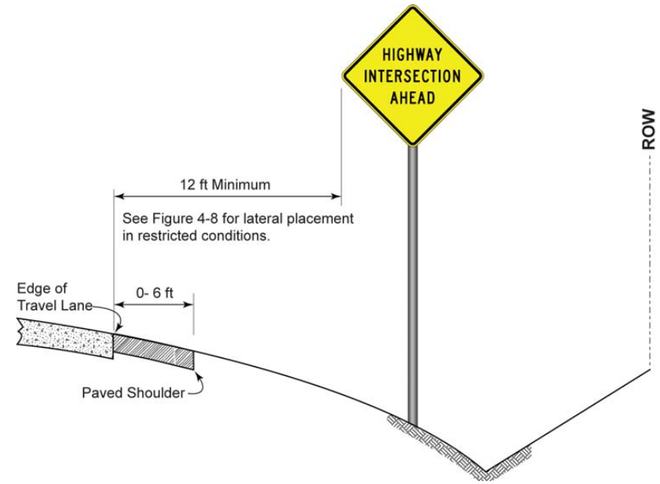

Figure 4-3. Lateral Sign Placement with No Shoulder or Narrow Shoulder

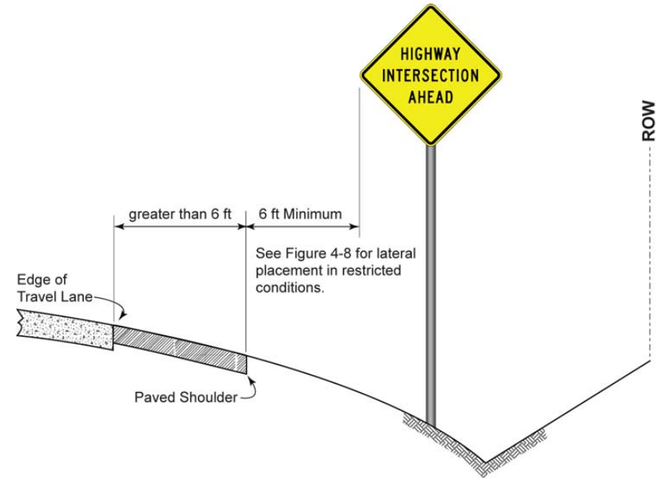

Figure 4-4. Lateral Sign Placement with Wide Shoulder

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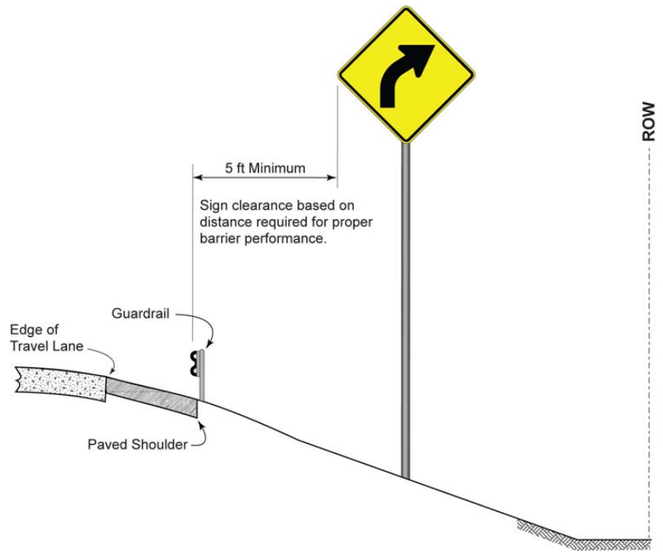

Figure 4-5. Lateral Sign Placement with Guardrail

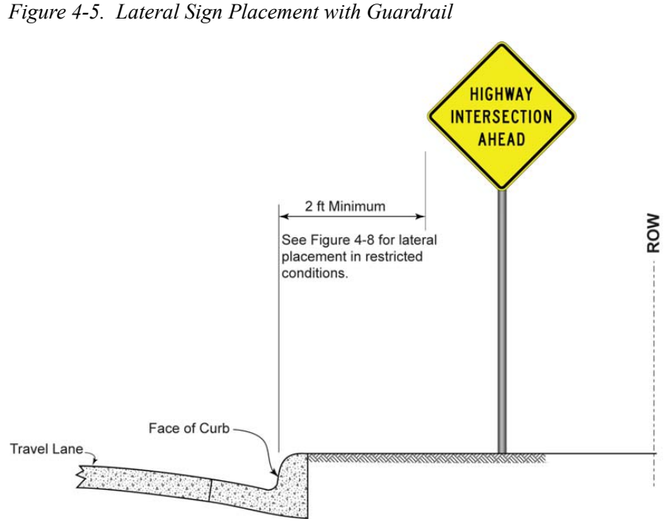

Figure 4-6. Lateral Sign Placement with Curb and Gutter

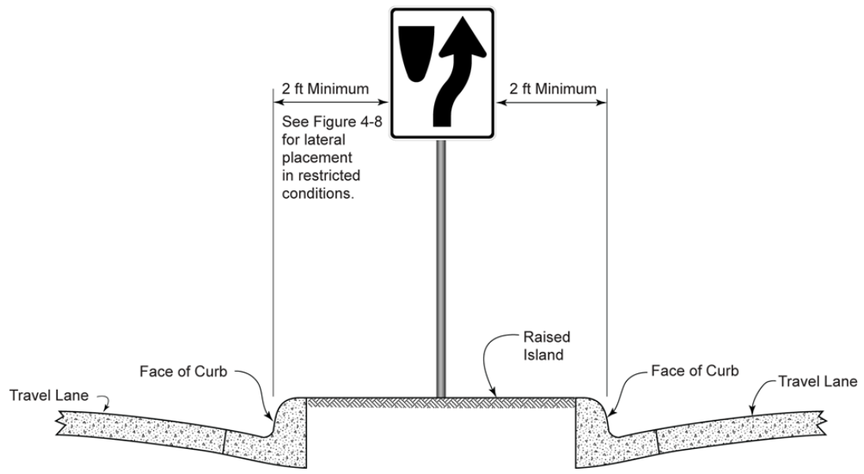

Figure 4-7. Lateral Sign Placement with Raised Island

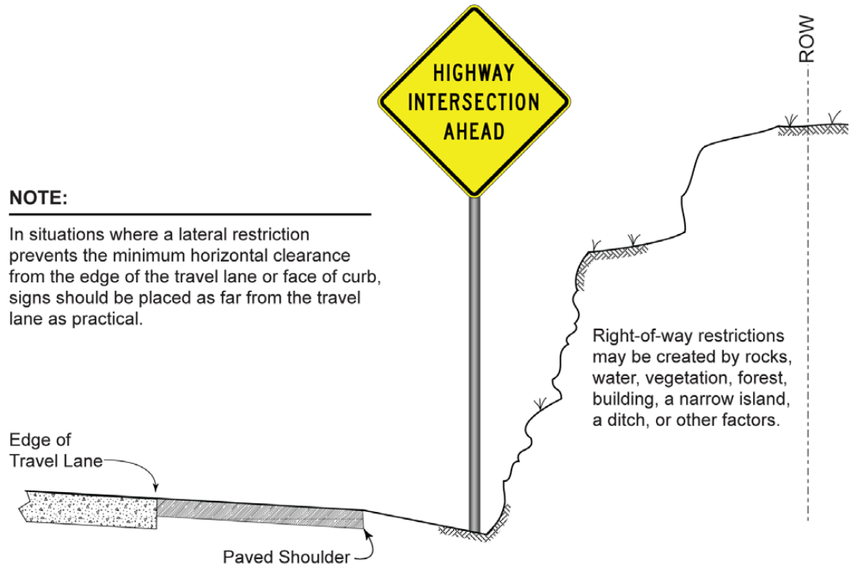

Figure 4-8. Lateral Sign Placement in Restricted Right-of-Way

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Town of Little Elm
Exterior Wayfinding
19ELM001

ISSUES/REVISIONS
17AUG2020 Initial Programming
27AUG2020 TxDOT Review
23NOV2020 TxDOT Review
16MAR2021 Review

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Design Standards
TxDOT

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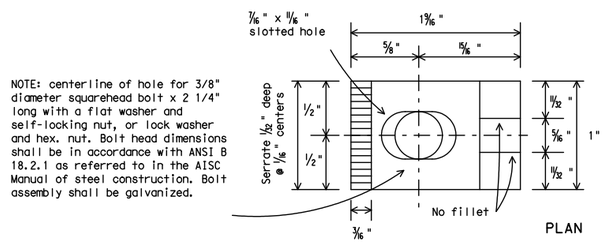
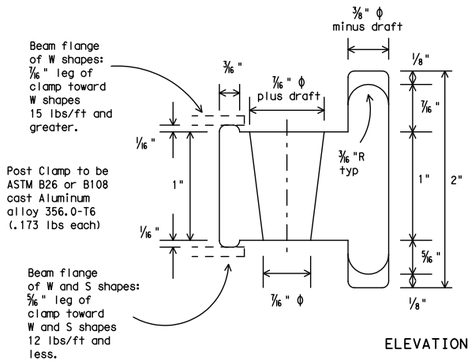


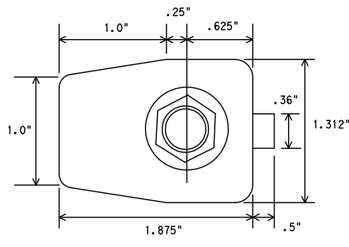
NOTE: centerline of hole for 3/8" diameter squarehead bolt x 2 1/4" long with a flat washer and self-locking nut, or lock washer and hex. nut. Bolt head dimensions shall be in accordance with ANSI B 18.2.1 as referred to in the AISC Manual of steel construction. Bolt assembly shall be galvanized.

PLAN

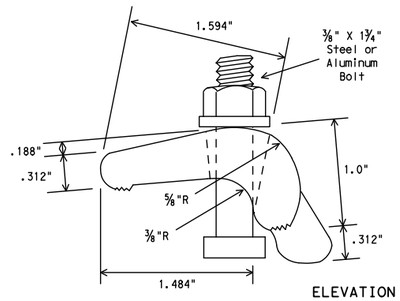


ELEVATION

POST CLAMP DETAIL

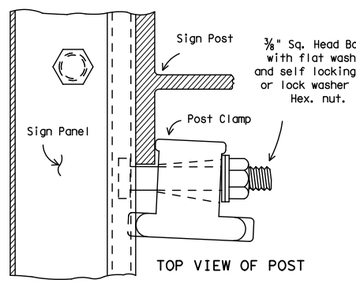


PLAN

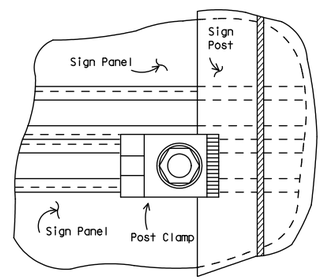


ELEVATION

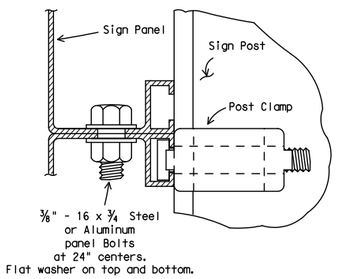
ALTERNATE POST CLAMP DETAIL



TOP VIEW OF POST



TOP VIEW OF CLAMP



SIDE VIEW OF PANELS

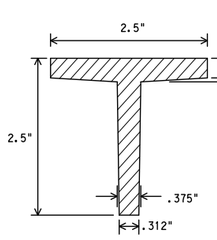
CONNECTION DETAILS

DEPARTMENTAL MATERIAL SPECIFICATIONS

SIGN HARDWARE — DMS-7120

GENERAL NOTES:

1. Design conforms with AASHTO Specifications for the design and construction of structural supports for highway signs.
2. Materials and fabrication shall conform to the requirements of the Department material specifications.
3. Structural steel shall be "low-alloy steel" for non-bridge structures per Item 442, "Metal For Structures."
4. For fiberglass substrate connection details, see manufacturer's recommendations.

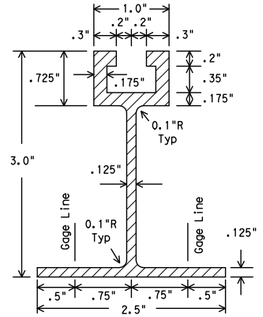


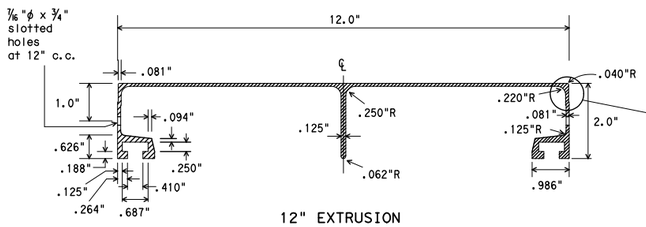
1.912 lbs/ft

ALUMINUM T SECTION OR APPROVED ALTERNATIVE

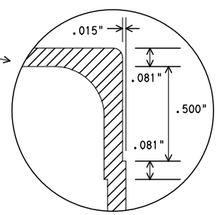
WINDBEAM CROSS SECTION

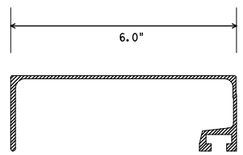
Windbeam to be extruded aluminum (1.175 lbs/ft) or approved alternative





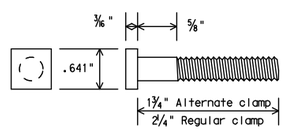
12" EXTRUSION





6" EXTRUSION

ALUMINUM SIGN PANEL EXTRUSION DETAILS



POST CLAMP BOLT DETAIL

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS- EXTRUDED ALUMINUM SIGN PANELS & HARDWARE

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9-08 REVISIONS

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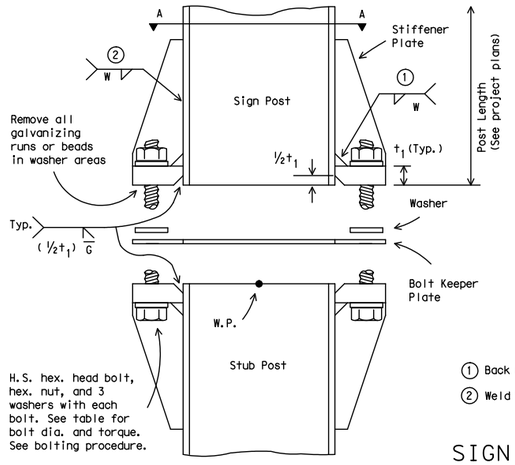

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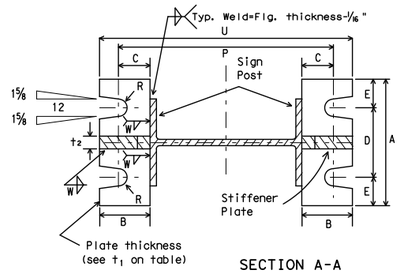
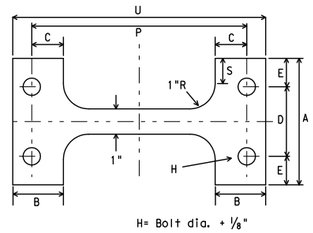
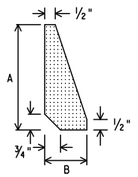


SECTION A-A



H= Bolt dia. + ⅛"

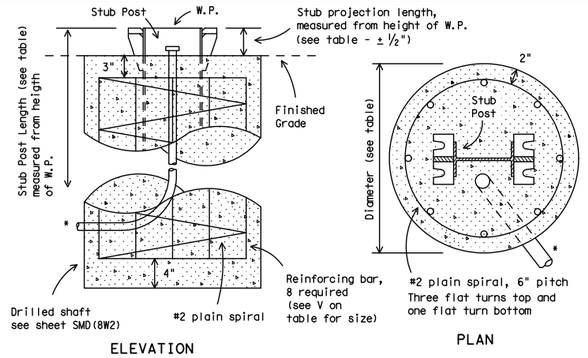
BOLT KEEPER PLATE
30 Ga galv. sheet steel



STIFFENER PLATE DETAIL

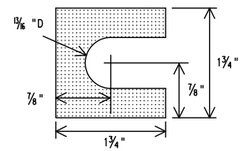
Steel Plate (thickness = t_2)

(See table for dimensions)



FOUNDATION DETAIL

*Note: For signs with electrical apparatus, see ED(10) for conduit required in founation.



SHIM DETAIL

Furnish two .012"+ thick and two .032"+ thick shims per post. Shims shall be fabricated from brass shim stock or strip conforming to ASTM B36.

1. Back up weld to be made before installing stiffener plate
2. Weld W may be continued across clips to seal joint

SIGN POST AND STUB POST

(For W Shapes)

BOLTING PROCEDURE FOR ASSEMBLY OF BASE CONNECTION:

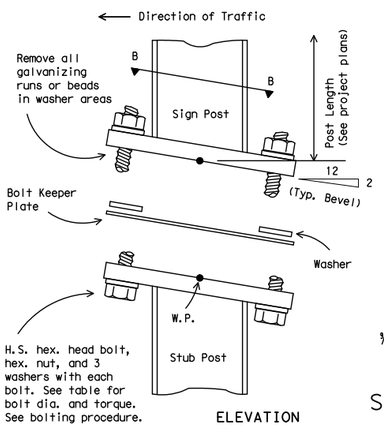
1. Assemble sign post, BOLT KEEPER PLATE and stub post with bolts and three flat washers per bolt as shown.
2. Shim as required to plumb post.
3. Tighten all bolts the maximum possible with a 12 to 15 inch wrench to clean bolt threads and to bed washers and shims.
4. Loosen each bolt in sequence and retighten bolts in a systematic order to the prescribed torque. Do not overtighten.
5. To prevent nut loosening, burr threads of bolt at junction with nut using a center punch.

Dimensions / Post Size	Base Connection Data Table: Bolt Size & Torque	A	B	C	D	E	t_1	t_2	W	R
W6x9	⅝"ϕ x 2¾" 440-450 inch pounds 36-38 foot pounds	5"	2"	1¼"	2¾"	1⅛"	¾"	½"	¼"	11/32"
W6x12										
W6x15										
W8x18										
W8x21	¾"ϕ x 3½" 740-750 inch pounds 62-63 foot pounds	6"	2¼"	1⅜"	3½"	1¼"	1"	¾"	5/16"	13/32"
W10x22										
W10x26										
W12x26										
S3x5.7	½"ϕ x 2½" 440-450 inch pounds 36-38 foot pounds	See Detail Below								
S4x7.7										

Post Size	Perforated Fuse Plate Data Table: F	G	J	K	M	d_1	d_2	t_3	Bolt Dia.	Wt. (ea.) (lbs.)	Bolt length
W6x9	4¼"	2"	4"	2¼"	1"	9/16"	¾"	¼"	½"	1.01	1½"
W6x12											
W6x15	5"	2½"	6"	3½"	1½"	11/16"	1¼"	⅜"	⅝"	2.51	2¼"
W8x18	5"	2½"	5¼"	2¾"	1¼"	11/16"	1 1/16"	⅜"	⅝"	2.26	2¼"
W8x21	5½"	2½"	5¼"	2¾"	1¼"	13/16"	1"	½"	¾"	3.35	2¼"
W10x22	6"	3"	5¾"	2¾"	1⅜"	13/16"	1⅛"	½"	¾"	4.03	2¼"
W10x26											
W12x26	6"	3"	6½"	3½"	1⅝"	13/16"	1⅝"	½"	¾"	4.47	2¼"
S3x5.7	3¾"	1½"	2⅝"	1½"	⅝"	9/16"	⅜"	¼"	½"	0.60	1½"
S4x7.7											

Post Size	Bolt Keeper Data: P	S	U	Foundation Data: Stub length	Stub projection	Dr. Shaft diameter	Bar V Size
W6x9	8⅜"	1"	9⅞"	2'-0"	3"	24"	#5
W6x12	8½"		10"	2'-0"	3"		#5
W6x15	8½"		10"	2'-6"	3"		#6
W8x18	10⅝"		12⅛"	2'-6"	3"		#7
W8x21	11"	1½"	12¾"	3'-0"	2½"		#8
W10x22	12⅞"		14⅝"	3'-0"	2½"		#9
W10x26	13⅛"		14⅞"	3'-0"	2½"		#10
W12x26	15"		16¾"	3'-0"	2½"		#11
S3x5.7	See Detail Below			3'-3½"	3½"	12"	Non-reinforced ③
S4x7.7							

③ Foundation design shall be Type G Mount, see SMD (TY G).



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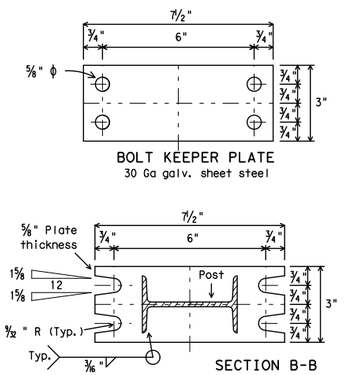
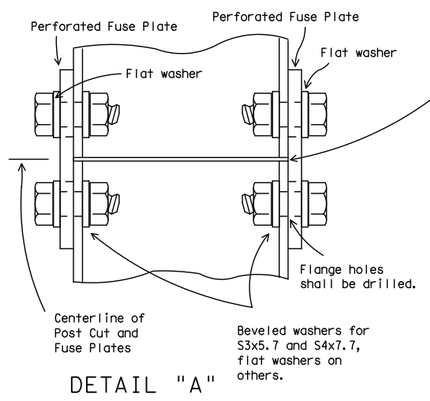


SIGN POST AND STUB POST

(For S4x7.7 and S3x5.7)



DETAIL "A"

PERFORATED FUSE PLATE DETAIL

Use H.S. hex head bolts, hex head nut and bevel or flat washer (where req'd) under nut. All holes shall be drilled, sub-punched and reamed. All plate cuts shall preferably be saw cuts. However, flame cutting will be permitted provided all edges are ground. Metal projecting beyond the plane of the plate face will not be permitted. Steel fuse plates shall conform to the requirements of ASTM A36. ASTM A572 Grade 50 or ASTM A588 may be substituted for A36 at the option of the fabricator. Mill test reports shall be submitted for Fuse Plates. Steel used shall have an ultimate tensile strength not to exceed 80 KSI. For alternative Fuse Plate contact Traffic Operations Division.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS- LARGE ROADSIDE SIGNS FOUNDATION & STUB

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Town of Little Elm
Exterior Wayfinding
19ELM001

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17AUG2020 Initial Programming
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16MAR2021 Review

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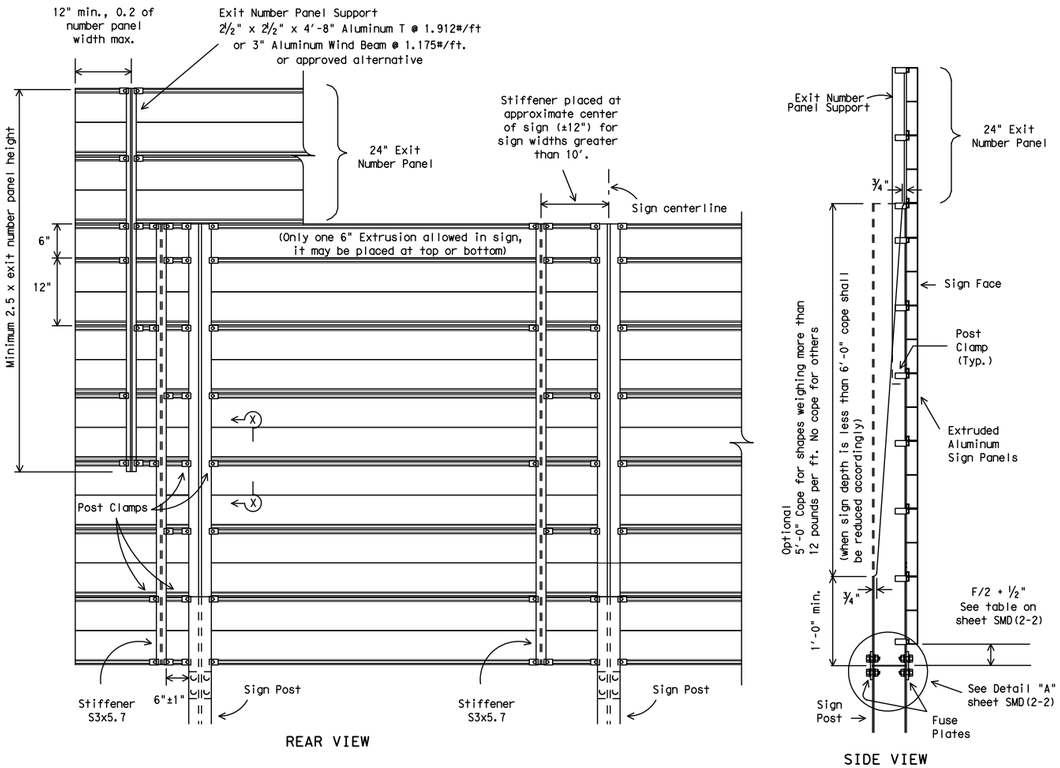
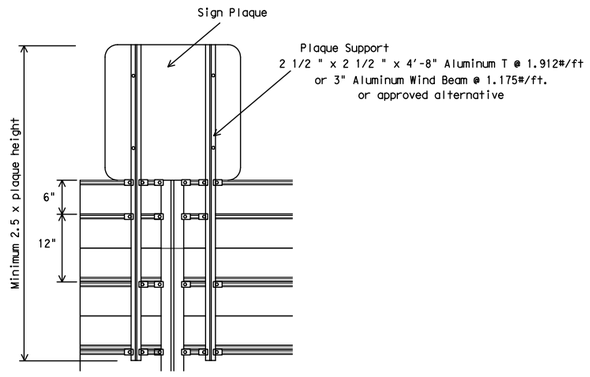
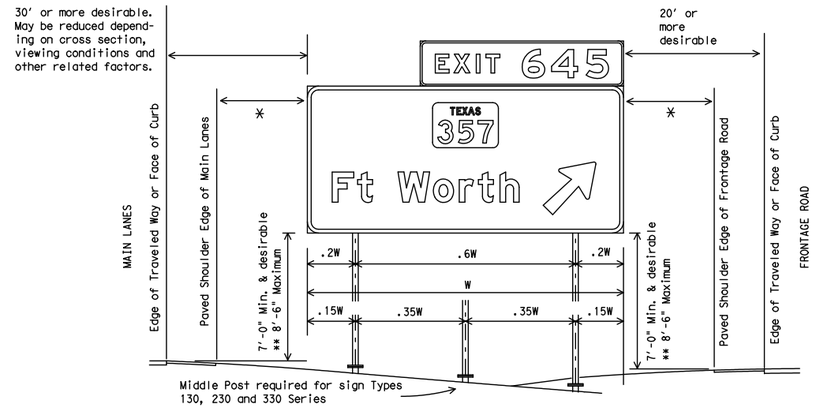


ALUMINUM PARENT SIGN & EXIT NUMBER PANEL MOUNTING DETAILS



SIGN PLAQUE MOUNTING DETAIL TO ALUMINUM PARENT SIGN

DATE:
FILE:



TYPICAL SIGN INSTALLATION AND LOCATION

LATERAL CLEARANCE NOTES:

Lateral clearances of signs mounted on median side of main lanes are the same as shown above where space will permit.

Where a sign is to be located behind guardrail, an allowable minimum clearance of five feet may be used, measured from the face of the guardrail to the near edge of sign.

⁎ - 6' minimum and desirable may be used only in areas of limited lateral clearance and when approved by the Engineer.

POST SPACING NOTES:

Post spacing on a two post sign may vary a maximum of plus or minus 10% of total sign width to fit field conditions.

Post spacing on a three post sign may vary a maximum of plus or minus 5% of total sign width to fit field conditions.

SIGN HEIGHT NOTES:

** The 8' 6" maximum may be exceeded when placing signs on extreme slopes. In these conditions, a 7' minimum from natural ground to bottom of sign must be maintained.

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN HARDWARE	DMS-7120

GENERAL NOTES:
1. Exit number panel shall be mounted to the right hand side of the parent sign for right exits and to the left hand side for left exits. The number panel shall be mounted with two uprights so its right edge is even with the right edge of the parent sign or vice-versa for left hand exits.
2. Exit number panel support shall be symmetrical about number panel centerline.
3. Exit number panel support shall be ASTM A36 structural steel galvanized after fabrication, or ASTM B221 aluminum alloy 6061-T6 or approved alternative.
4. All bolts, nuts and washers shall be galvanized per ASTM Designation: B695 Class 50, or A153 Class C or D.
5. Posts, parent sign panels, and exit number panels shall comply with notes on sheets SMD(2-1) and SMD(2-2).
6. Signs (such as exit number panels) attached above a parent sign shall be made of the same type material as the parent sign. General Service and Routing signs may be fabricated from flat sheet aluminum.
7. Exit number panel support and other connection hardware required to fasten exit number panel to parent sign shall be subsidiary to "Aluminum Signs" or "Fiberglass Signs."
8. For fiberglass sign installation details, see manufacturer's recommendations.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS-LARGE ROADSIDE SIGNS

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ST-100: Community Wayfinding (TxDOT)

ST-101: Gateway Threshold Monument (Retrofit)

ST-102: Destination Identification Monument (Retrofit)



ST-103L ST-103T

Vehicular Directional (Monument)
Lakefront & Standard Variations

ST-104L ST-104T

Vehicular Directional (Post & Panel)
Lakefront & Standard Variations

ST-105L ST-105T

Vehicular Directional (Light Pole Mounted)
Lakefront & Standard Variations

ST-106: Vehicular Directional
(Monument - Retrofit Little Elm Park)

ST-120: Pedestrian Directional/Orientation
Lakefront & Standard Variations

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PROJECT NAME/PROJECT CODE

Town of Little Elm
Exterior Wayfinding
19ELM001

ISSUES/REVISIONS

17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

Design Standards
Proposed Sign System Overview

SHEET NUMBER

G10

Color Palette

Color C1	Color C2	Color C3	Color C4	Color C5	Color C6	Color C7
Material displayed in this space is to be considered ONLY as a rough approximation of the actual specified material. Actual material specification takes precedence over any visual representation in this document.	Material displayed in this space is to be considered ONLY as a rough approximation of the actual specified material. Actual material specification takes precedence over any visual representation in this document.	Material displayed in this space is to be considered ONLY as a rough approximation of the actual specified material. Actual material specification takes precedence over any visual representation in this document.	Material displayed in this space is to be considered ONLY as a rough approximation of the actual specified material. Actual material specification takes precedence over any visual representation in this document.	Material displayed in this space is to be considered ONLY as a rough approximation of the actual specified material. Actual material specification takes precedence over any visual representation in this document.	Material displayed in this space is to be considered ONLY as a rough approximation of the actual specified material. Actual material specification takes precedence over any visual representation in this document.	Material displayed in this space is to be considered ONLY as a rough approximation of the actual specified material. Actual material specification takes precedence over any visual representation in this document.
Paint Specification MP59647 Black is Back	**PMS Specification** 540 C **Paint Specification** MP00726 **Translucent Vinyl Specification** Oracal 8800 183 Ink Blue ***Reflective Vinyl Spec** 3M 3930 or Oralite® 5900 010 ASTM Type IV High Intensity Prismatic	**Paint Specification** MP04762 White Lace **Translucent Vinyl Specification** Oracal 8800 010 White ***Reflective Vinyl Spec** 3M 3930 or Oralite® 5900 010 ASTM Type IV High Intensity Prismatic	**PMS Specification** 2426 C **Paint Specification** MAP to match ***Reflective Vinyl Spec** 3M 3930 or Oralite® 5900 010 ASTM Type IV High Intensity Prismatic	**PMS Specification** 7540 C **Paint Specification** MP33030 ***Reflective Vinyl Spec** 3M 3930 or Oralite® 5900 010 ASTM Type IV High Intensity Prismatic	**PMS Specification** 158 C **Paint Specification** MP00176 ***Reflective Vinyl Spec** 3M 3930 or Oralite® 5900 010 ASTM Type IV High Intensity Prismatic	**PMS Specification** 136 C **Paint Specification** MP00147 ***Reflective Vinyl Spec** 3M 3930 or Oralite® 5900 010 ASTM Type IV High Intensity Prismatic

*** Digital printing and 10 yr warranty available from Sherine Industries www.sherineindustries.com or Compliance Signs www.compliancesigns.com**

Typography

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPp
QqRrSsTtUuVvWwXxYyZz0123456789

1 Font Set
Clearview Highway - 5-W

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPp
QqRrSsTtUuVvWwXxYyZz0123456789

2 Font Set
Roboto Slab - Regular

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPp
QqRrSsTtUuVvWwXxYyZz0123456789

3 Font Set
Roboto Slab - Bold

Logos/Symbols/Arrows

the lakefront LITTLE ELM

LITTLE ELM

Type B Arrow

Type D Arrow

Project Standard Arrow

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Exterior Wayfinding
19ELM001

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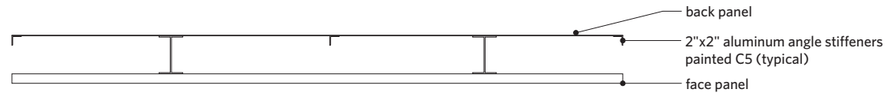
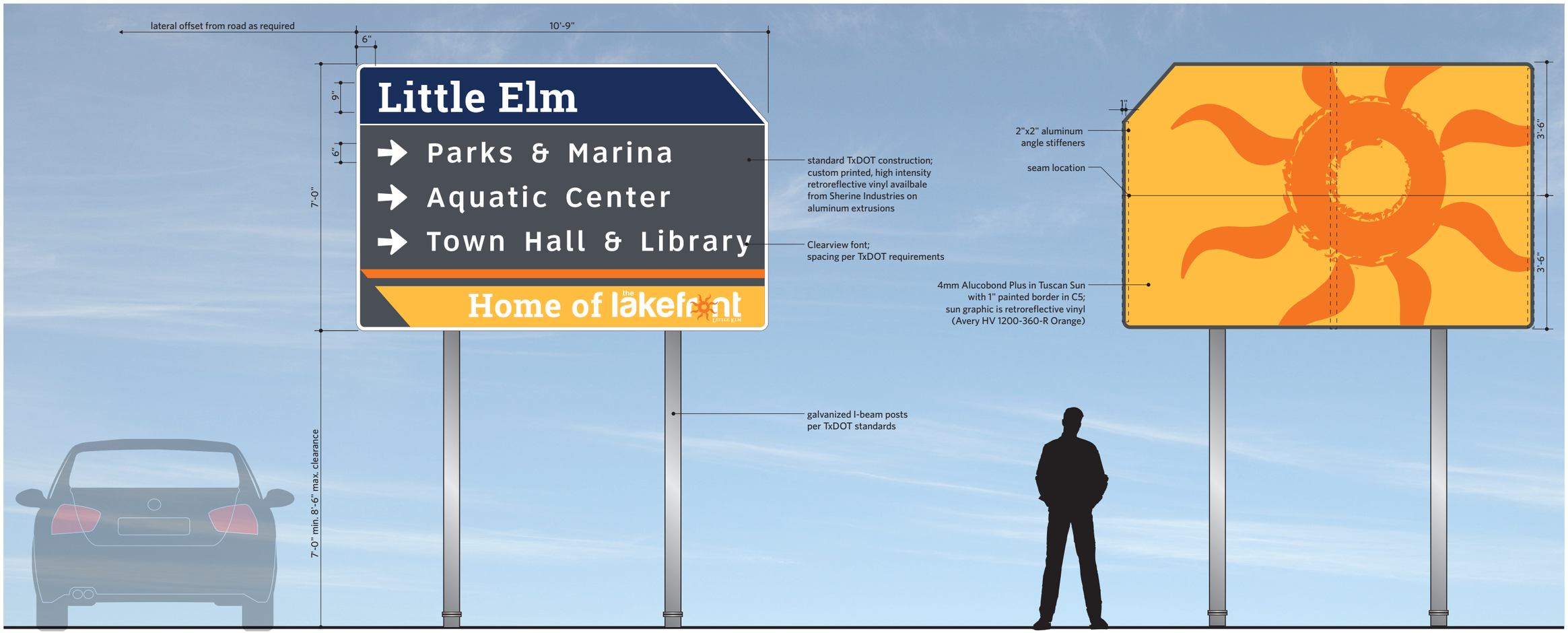
17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE
Assets
Typography/Color/Logos

SHEET NUMBER
G11



1 ST-100 Top View
SCALE: 3/8"=1'-0"



2 ST-100 – Front Elevation
SCALE: 3/8"=1'-0"

3 ST-100 – Back Elevation
SCALE: 3/8"=1'-0"

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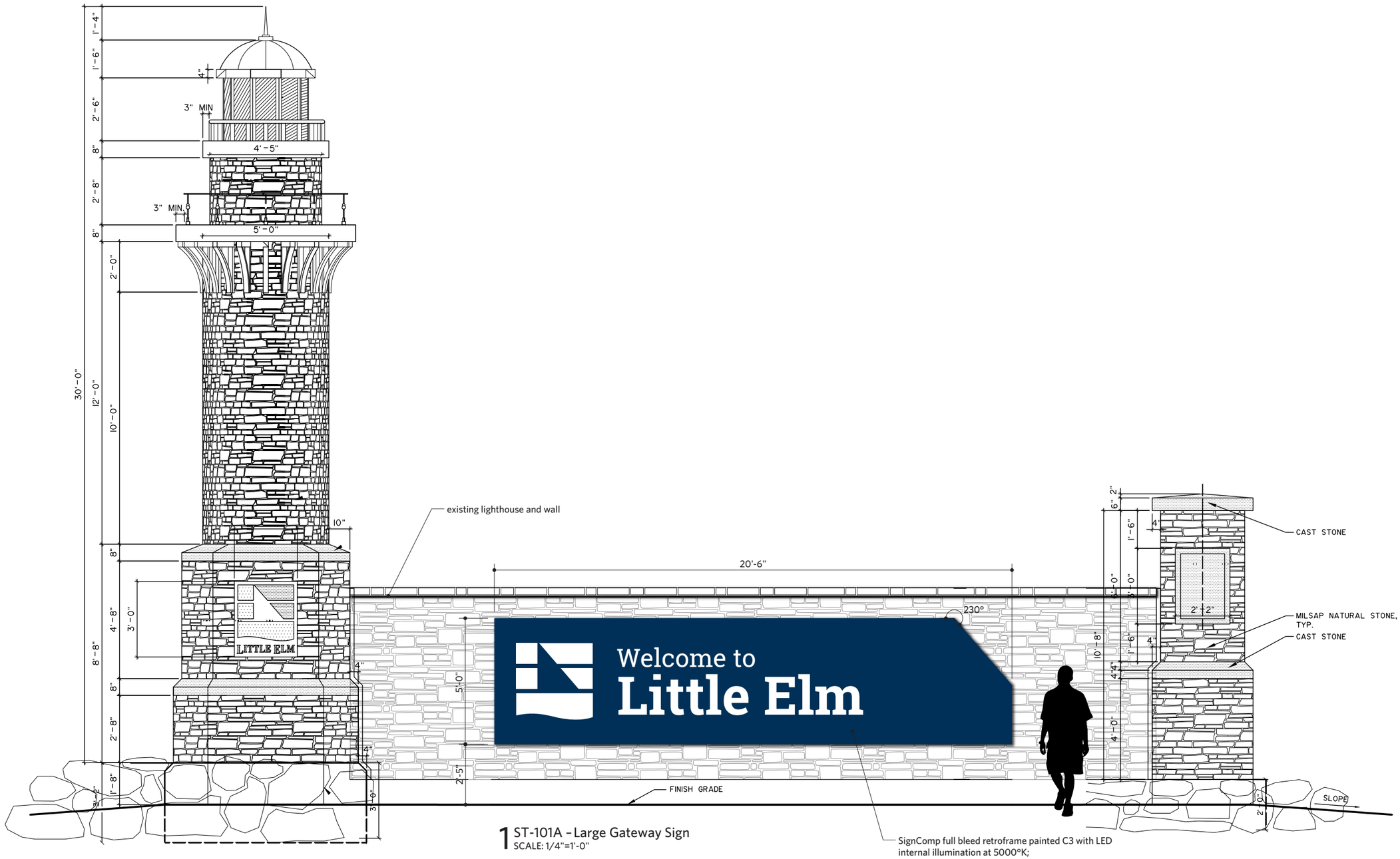
ISSUES/REVISIONS

17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE
ST-100: Vehicular Directional (TxDOT Community Wayfinding)
Front Elevation

SHEET NUMBER
G12



1 ST-101A – Large Gateway Sign
SCALE: 1/4"=1'-0"

SignComp full bleed retroframe painted C3 with LED internal illumination at 5000°K;
flex face (3M Panaflex or equal) with applied translucent vinyl graphics in C2 and C3 as shown;
mount flush to existing stone structure

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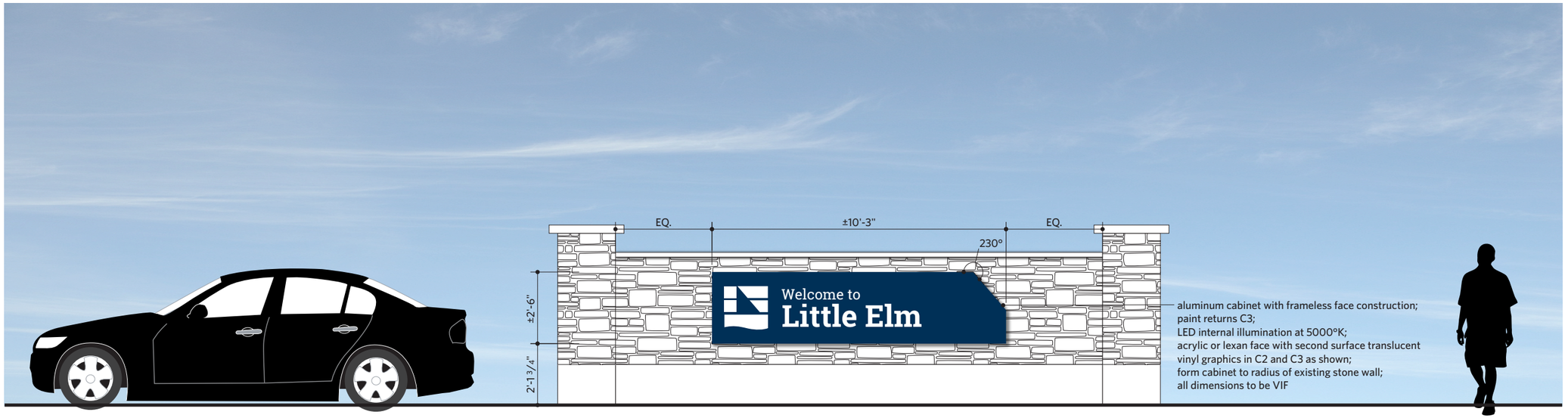
17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

ST-101A: Gateway Threshold (Large Monument Retrofit)
Elevation

SHEET NUMBER

G13



1 ST-101B – Small Gateway Sign
SCALE: 1/4"=1'-0"

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Exterior Wayfinding
19ELM001

ISSUES/REVISIONS

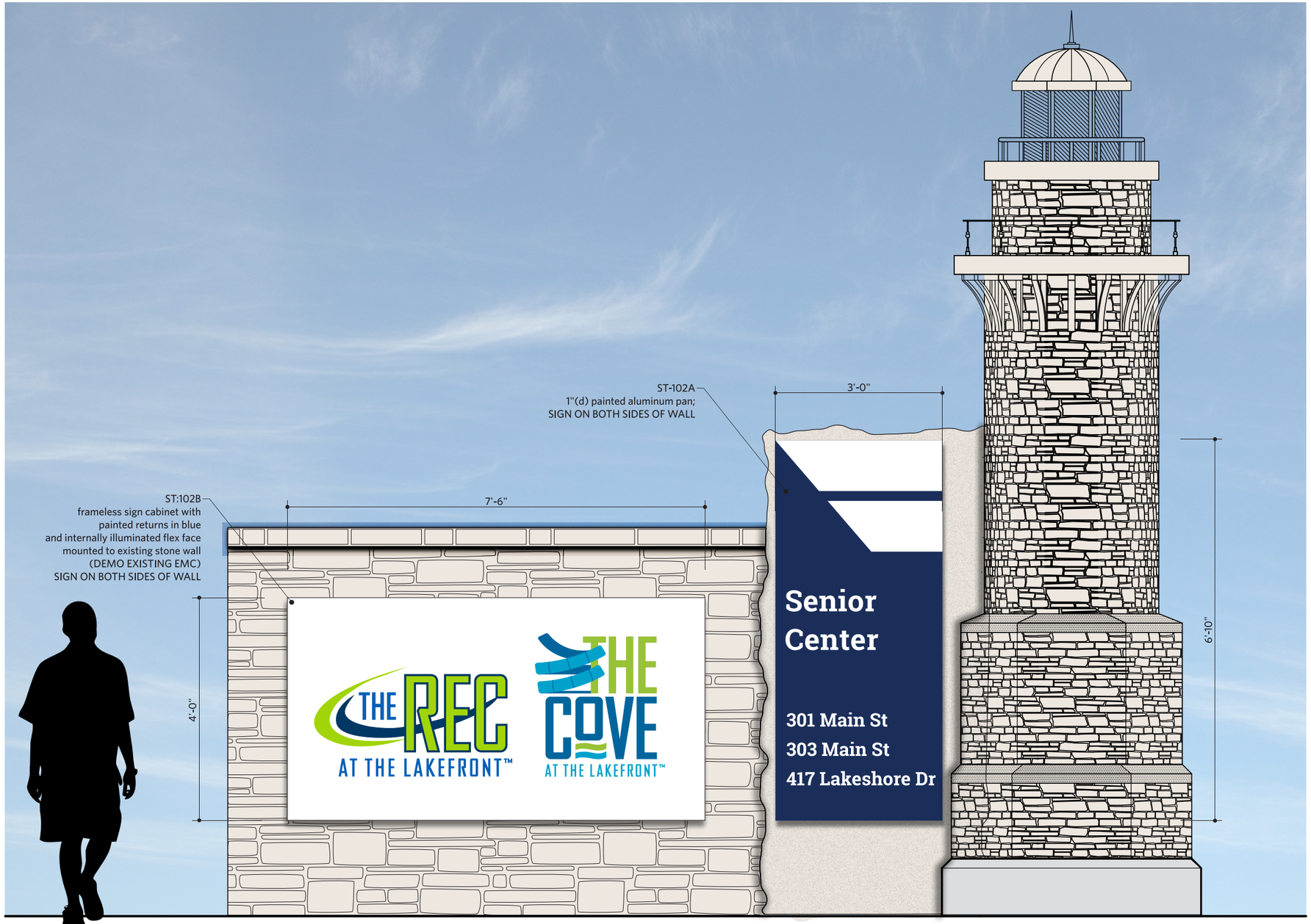
17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

ST-101B: Gateway Threshold (Small Monument Retrofit)
Elevation

SHEET NUMBER

G14



1 Elevation
SCALE: 1/2"=1'-0"

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Town of Little Elm
Exterior Wayfinding
19ELM001

ISSUES/REVISIONS

17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

ST-102A/B:
Destination Identification
(Monument Retrofit)
Elevation

SHEET NUMBER

G15



1 Elevation
SCALE: 1/2"=1'-0"

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17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE
ST-102C:
Destination Identification
(Monument Retrofit)
Elevation

SHEET NUMBER
G16



1 ST-103L - Elevation (Lakefront)
SCALE: 1/2"=1'-0"

2 ST-103T - Elevation (Town Standard)
SCALE: 1/2"=1'-0"

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19ELM001

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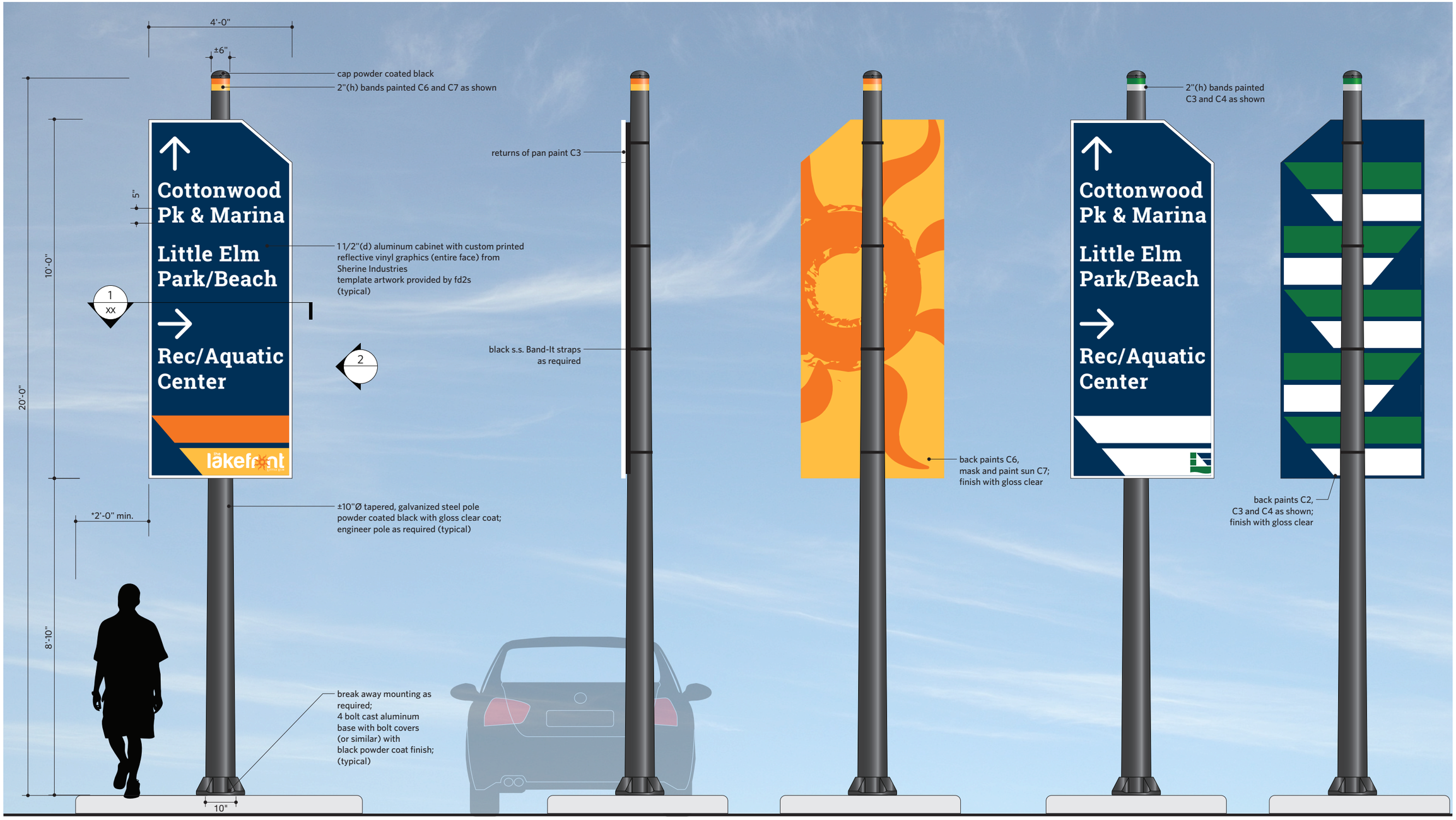
17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE
ST-103: Vehicular Directional (Monument)
Elevation

SHEET NUMBER
G17



1 ST-104L - Elevation (Lakefront)
SCALE: 3/8"=1'-0"

*Typically a 2'-0" minimum per TxDOT; NOTE: TxDOT has allowed certain exceptions with less than 2'-0" clearance

2 ST-104L–Side Elevation (104T Similar)
SCALE: 3/8"=1'-0"

3 ST-104L - Back Elevation
SCALE: 3/8"=1'-0"

4 ST-104T - Front and Back Elevations (Town Standard)
SCALE: 3/8"=1'-0"

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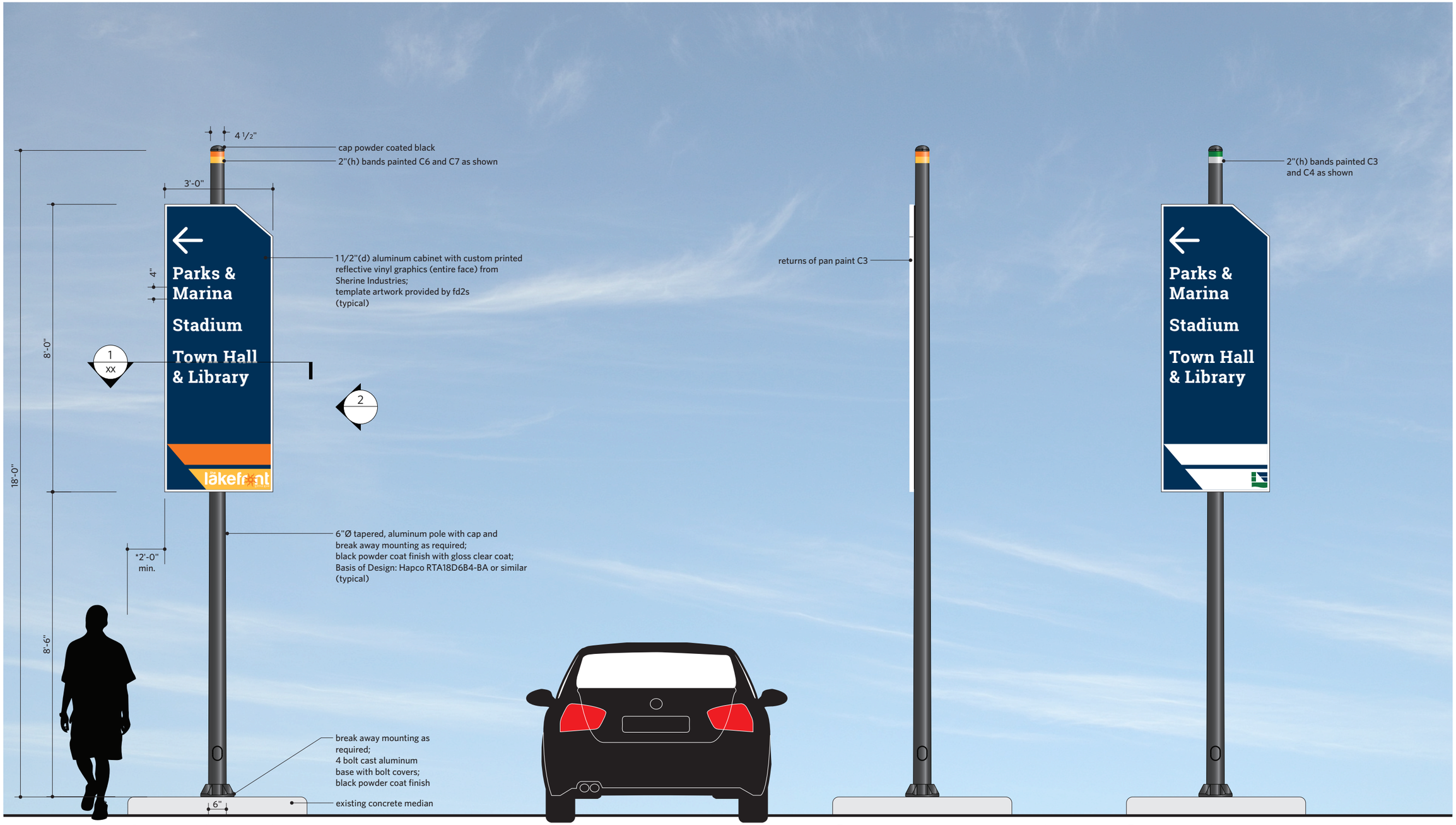
ISSUES/REVISIONS

17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE
ST-104: Vehicular Directional (Post & Panel)
Elevation

SHEET NUMBER
G18



1 ST-105L - Elevation (Lakefront)
SCALE: 3/8"=1'-0"

*Typically a 2'-0" minimum per TxDOT;
NOTE: TxDOT has allowed certain exceptions with less than 2'-0" clearance

2 ST-105L–Side Elevation (105T Similar)
SCALE: 3/8"=1'-0"

3 ST-105T - Alternate Layout (Town Standard)
SCALE: 3/8"=1'-0"

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19ELM001

ISSUES/REVISIONS

17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

ST-105: Secondary Vehicular Directional (Light Pole-Mounted)
Elevation

SHEET NUMBER

G19



1 Elevation
SCALE: 1/2"=1'-0"

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19ELM001

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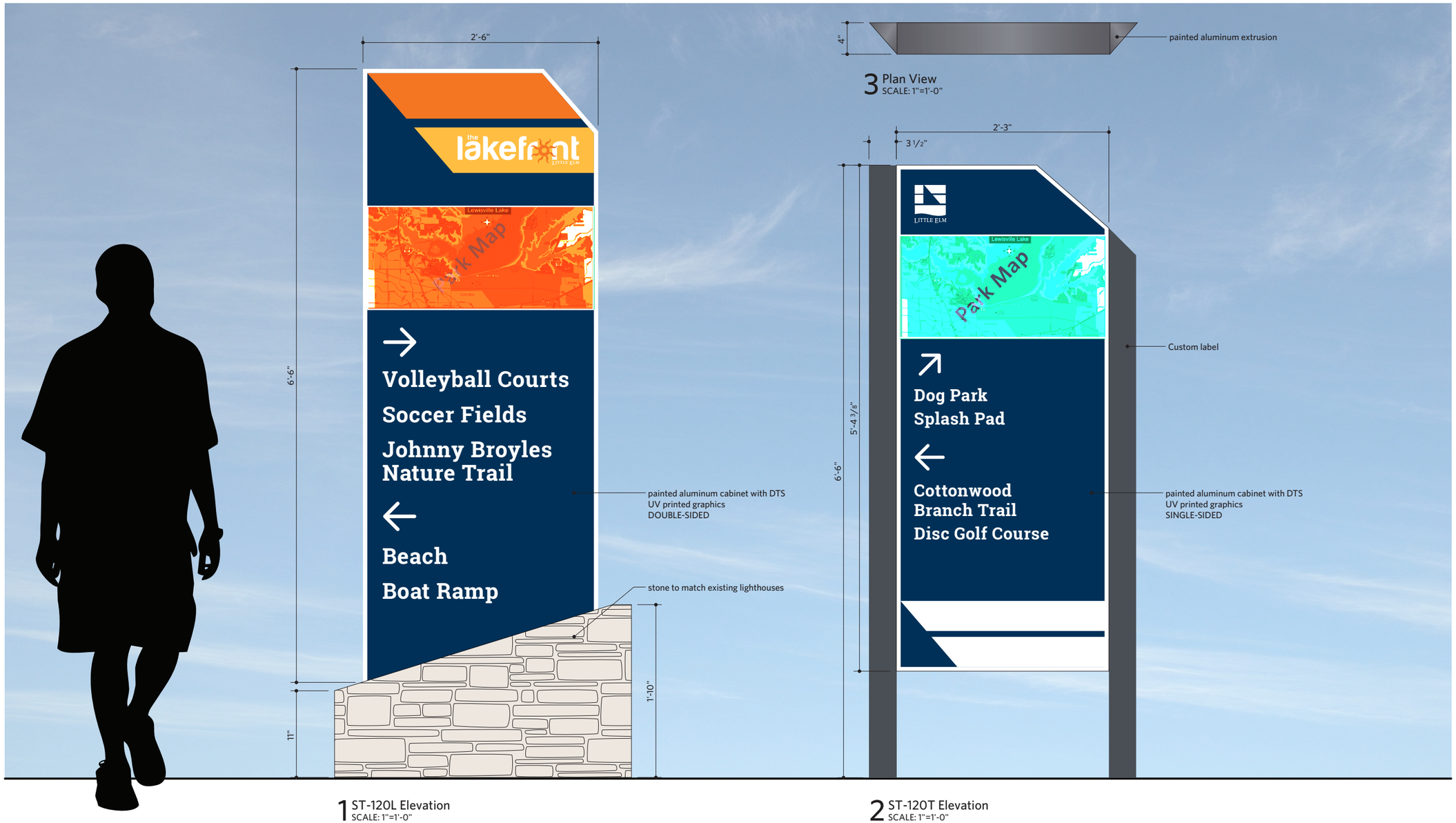
17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

ST-106: Vehicular Directional Monument Retrofit (Little Elm Park)
Elevation

SHEET NUMBER

G20



1 ST-120L Elevation
SCALE: 1"=1'-0"

2 ST-120T Elevation
SCALE: 1"=1'-0"

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Exterior Wayfinding
19ELM001

ISSUES/REVISIONS

17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

ST-120: Pedestrian Directional/ Orientation
Elevation

SHEET NUMBER

G21

Photomontages

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17AUG2020	Initial Programming
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16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

ST-100: Vehicular Directional (TxDOT Community Wayfinding)
Photomontage

SHEET NUMBER

G23





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17AUG2020	Initial Programming
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23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

ST-101: Gateway Threshold (Monument Retrofit)
Photomontage

SHEET NUMBER

G24





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ISSUES/REVISIONS

17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

ST-102: Destination Identification (Monument Retrofit)
Photomontage

SHEET NUMBER

G25





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23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

ST-104: Vehicular Directional (Post & Panel)
Photomontage

SHEET NUMBER

G26





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23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

ST-105: Secondary Vehicular Directional (Light Pole-Mounted)
Photomontage

SHEET NUMBER

G27





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23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

ST-106: Vehicular Directional Monument Retrofit (Little Elm Park)
Photomontage

SHEET NUMBER

G28

Sign Location Plans
Key Plans

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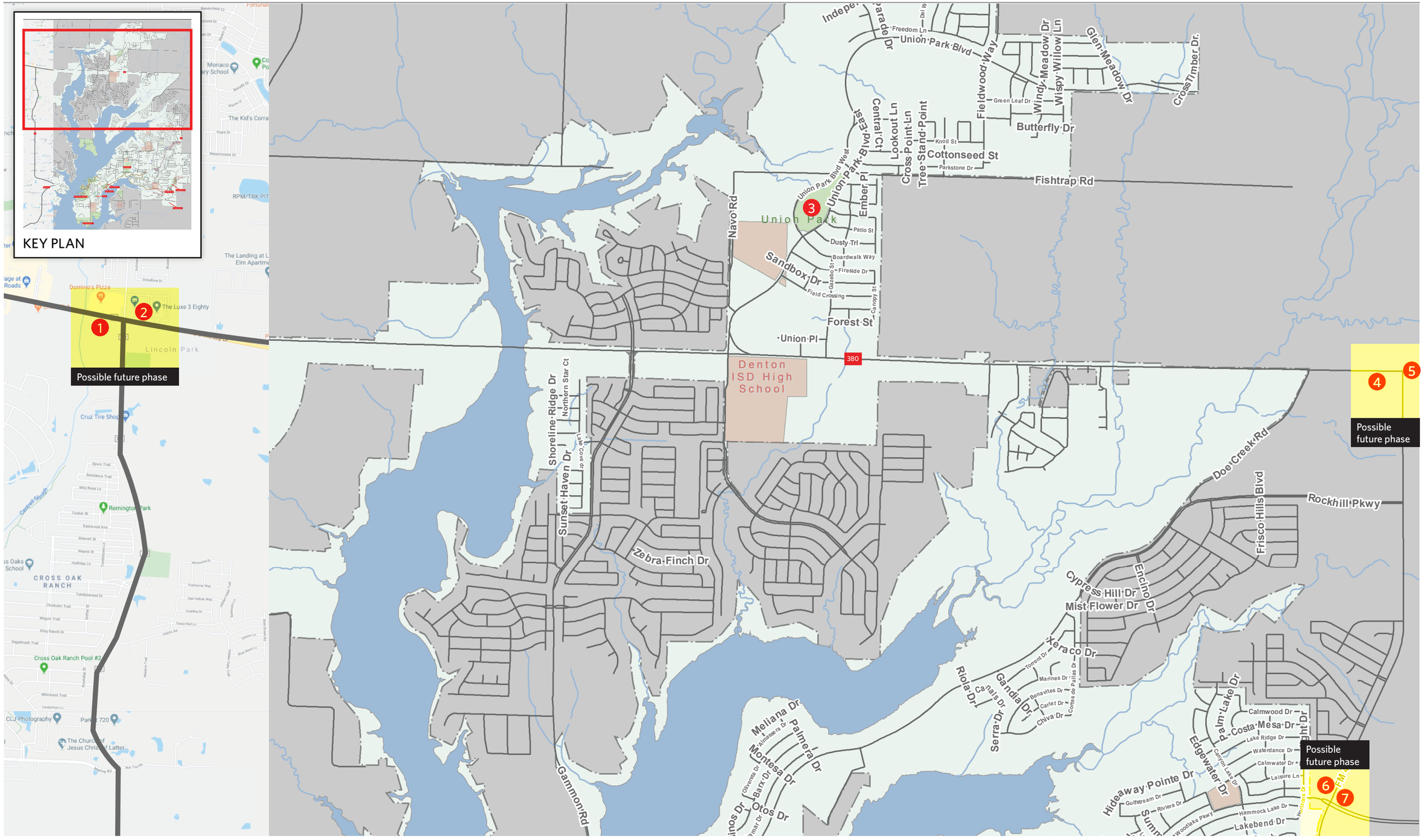

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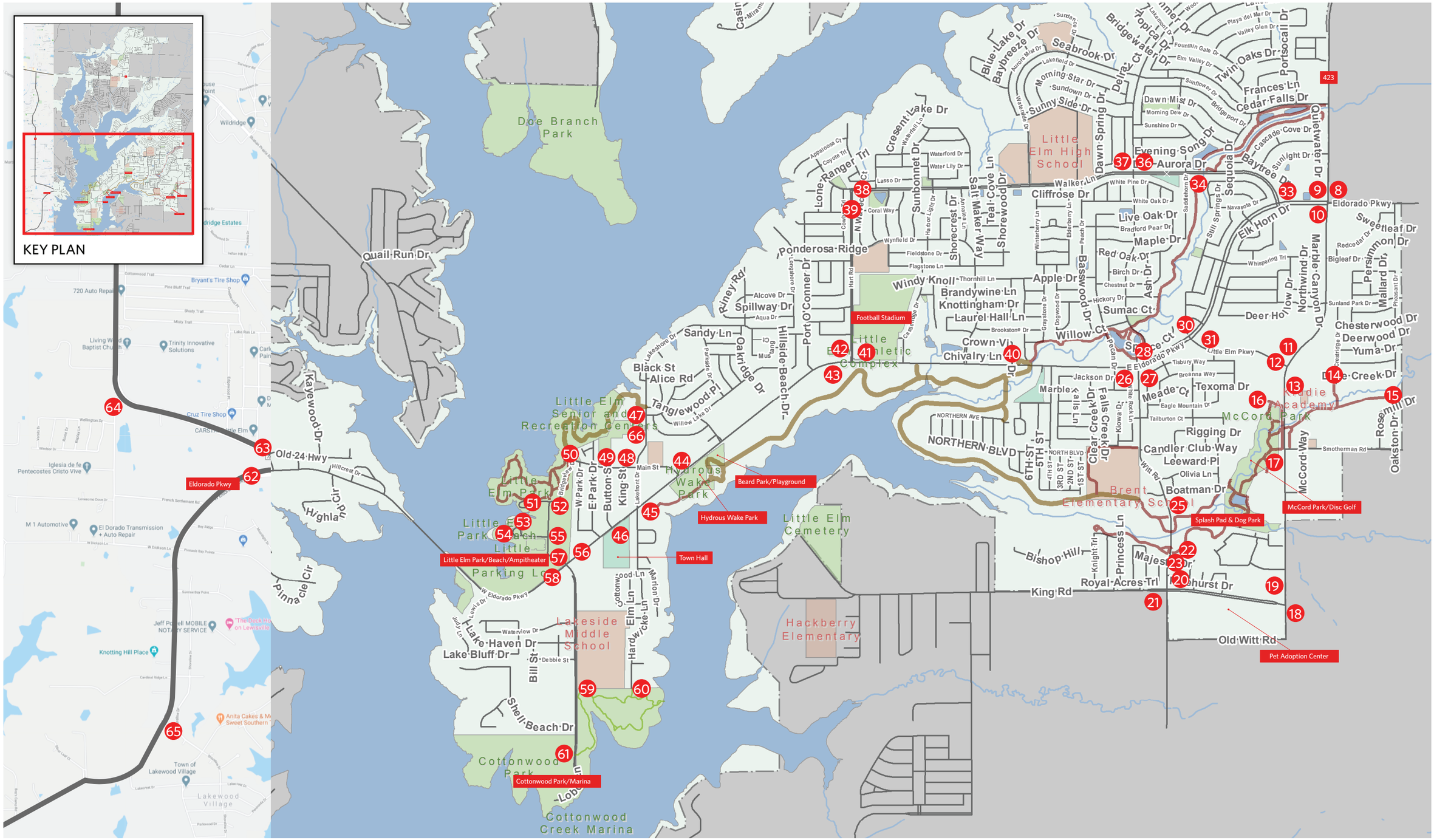
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

Sign Locations
Overview

SHEET NUMBER

SLP 1



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23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

Sign Locations
Overview

SHEET NUMBER

SLP 2

Sign Location Plans
GPS Locations

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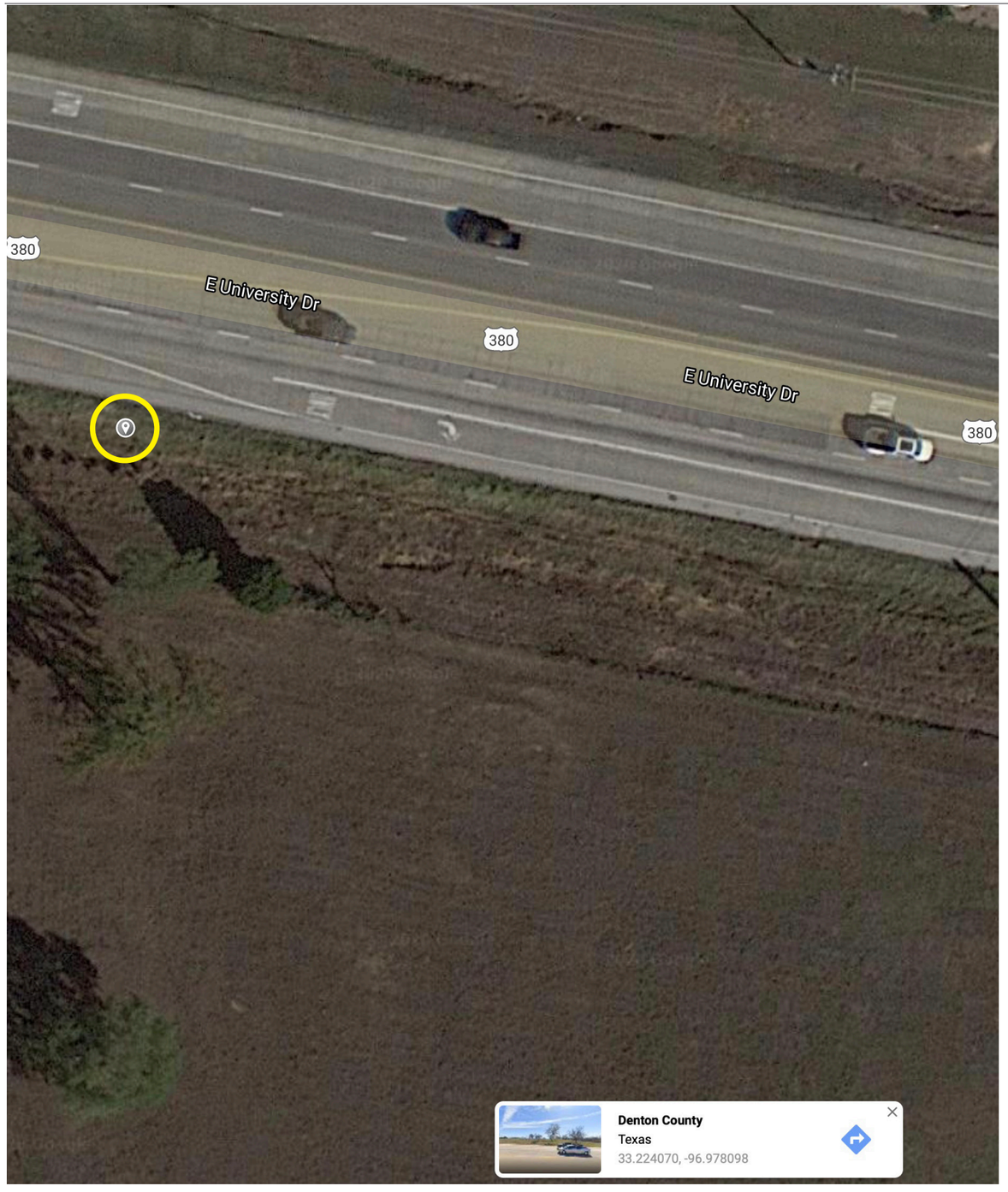



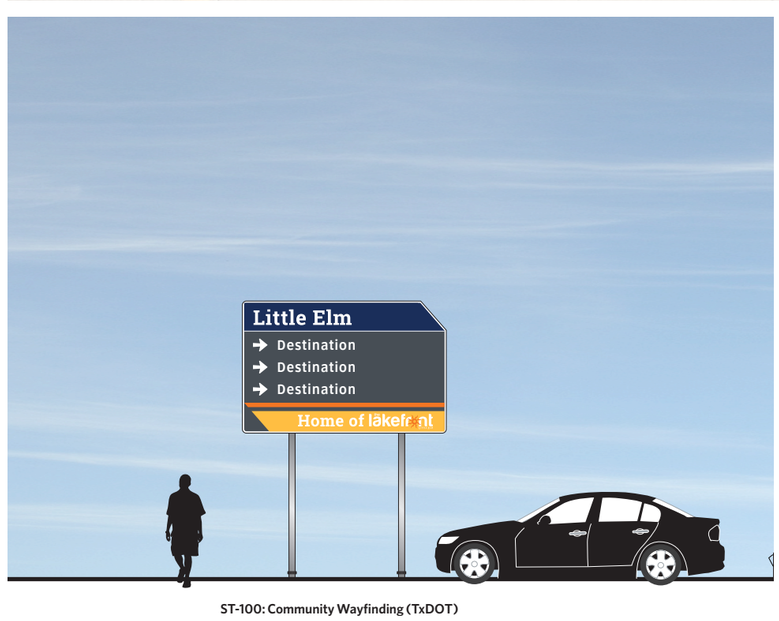

ST-100: Community Wayfinding (TxDOT)

NOTES:
ST-100

Coordinates:
33.224070, -96.978098

At beginning of right turn lane

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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Town of Little Elm
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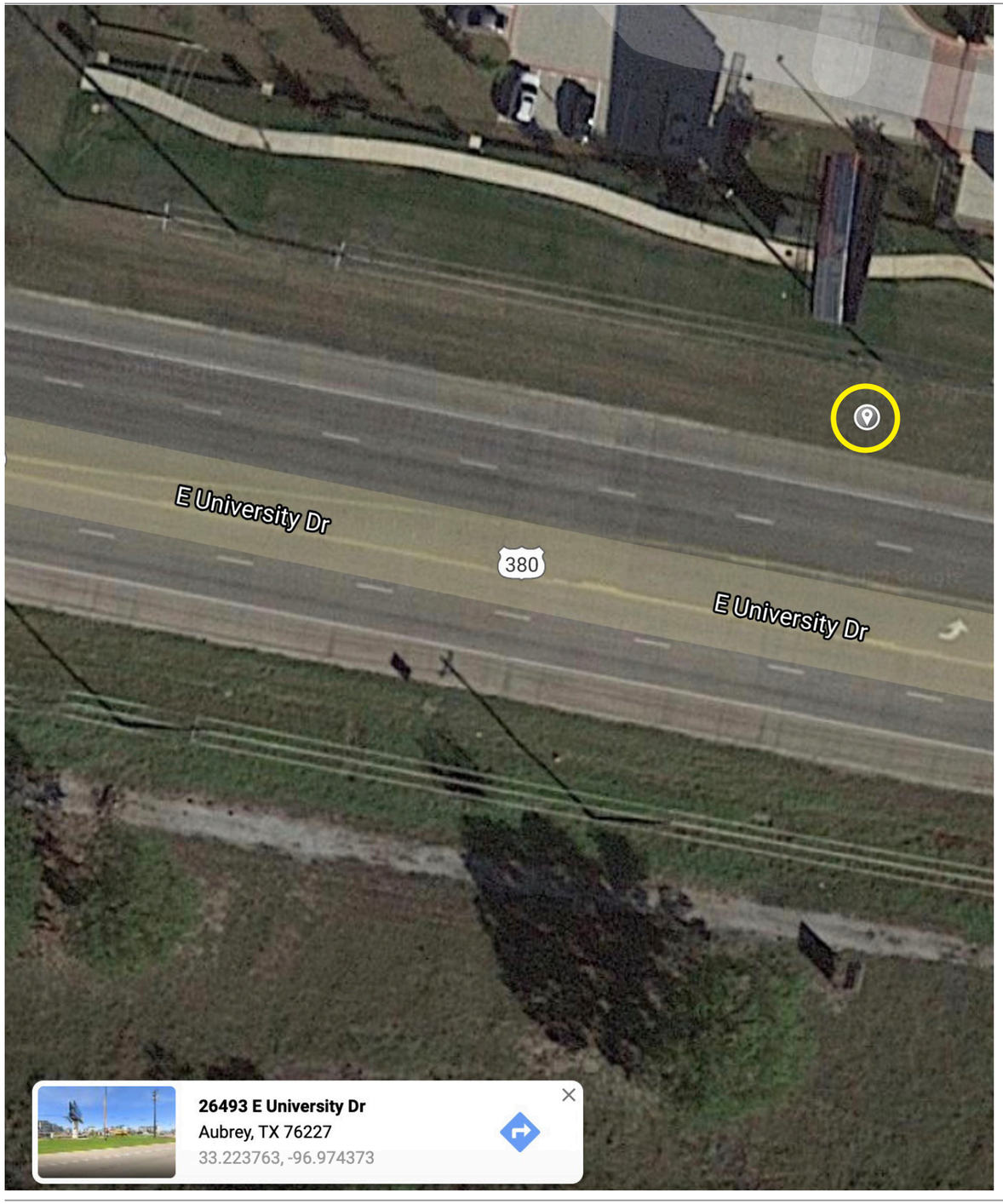
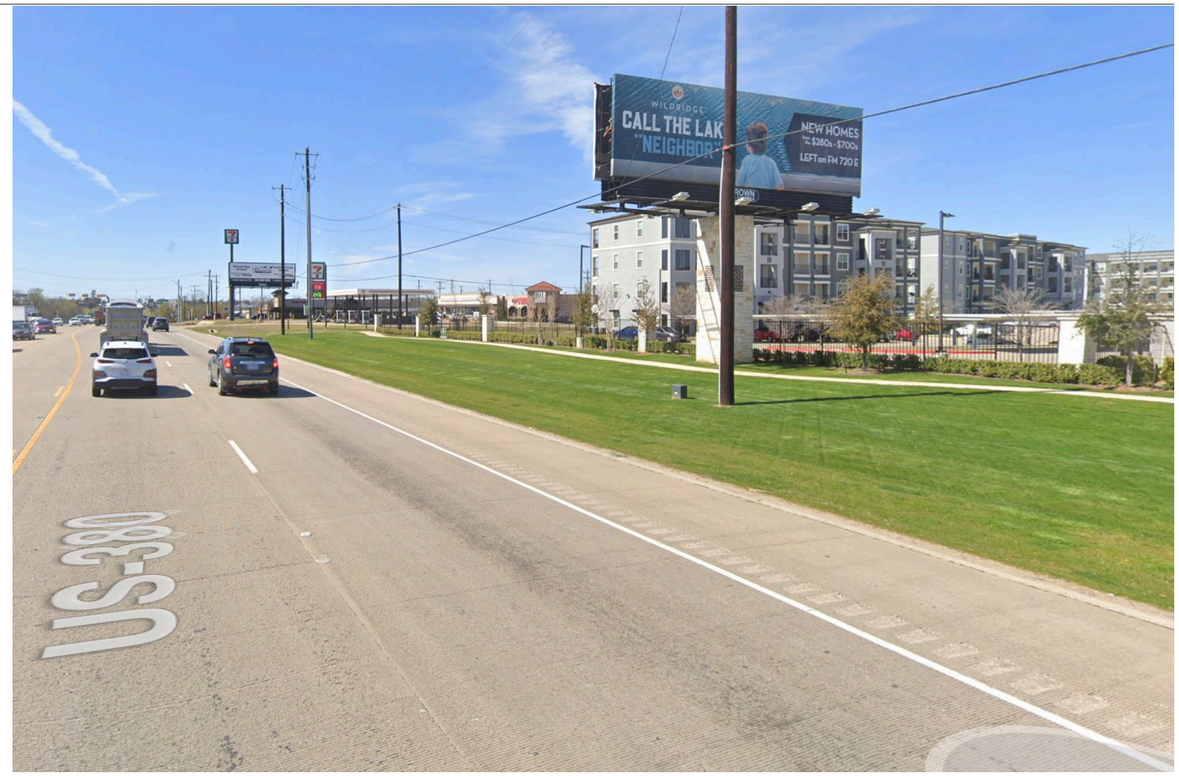
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 1

SHEET NUMBER
SLP 4







ST-100: Community Wayfinding (TxDOT)

NOTES:
Coordinates:
ST-100

33.223763, -96.974373

Align with telephone pole

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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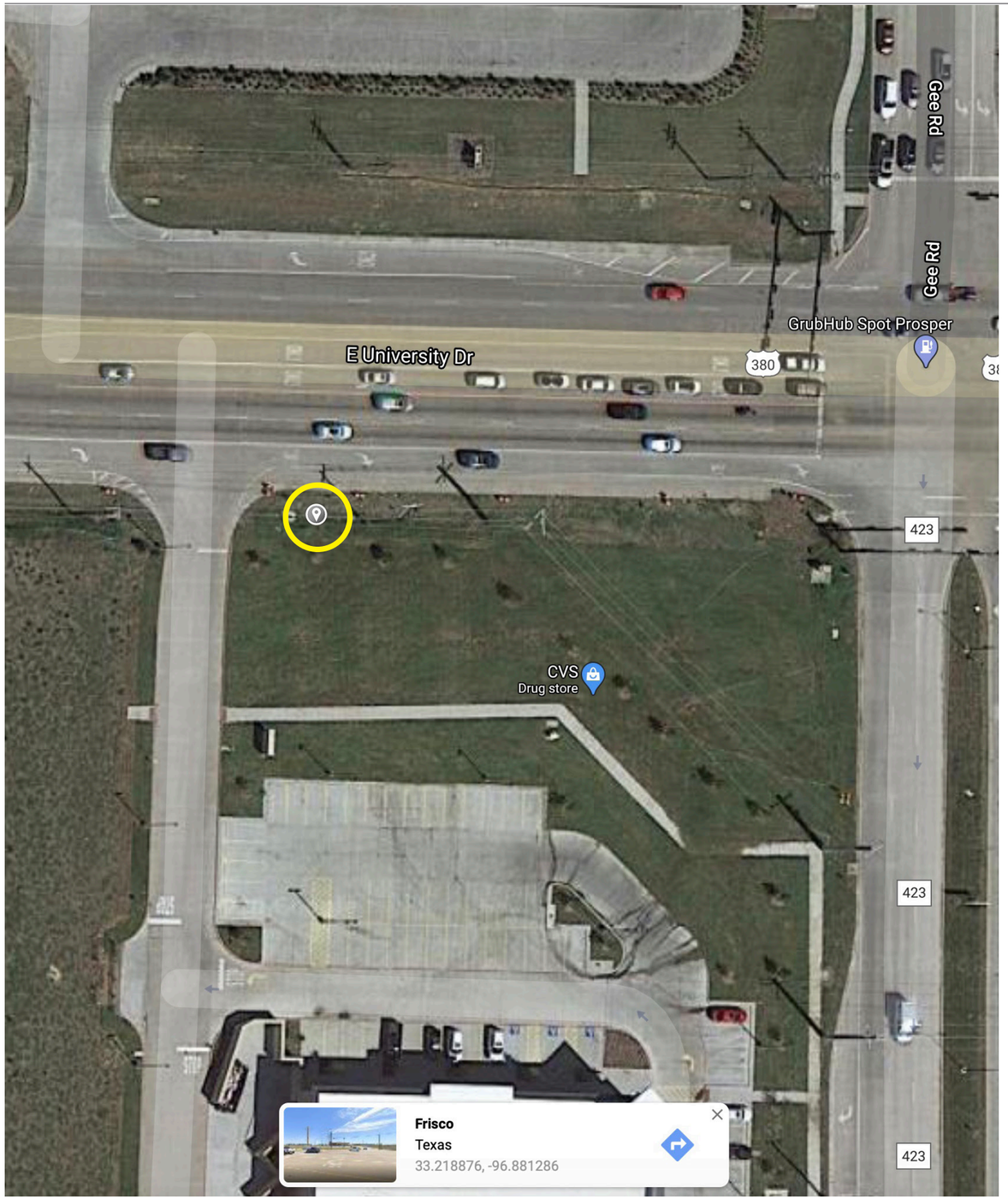
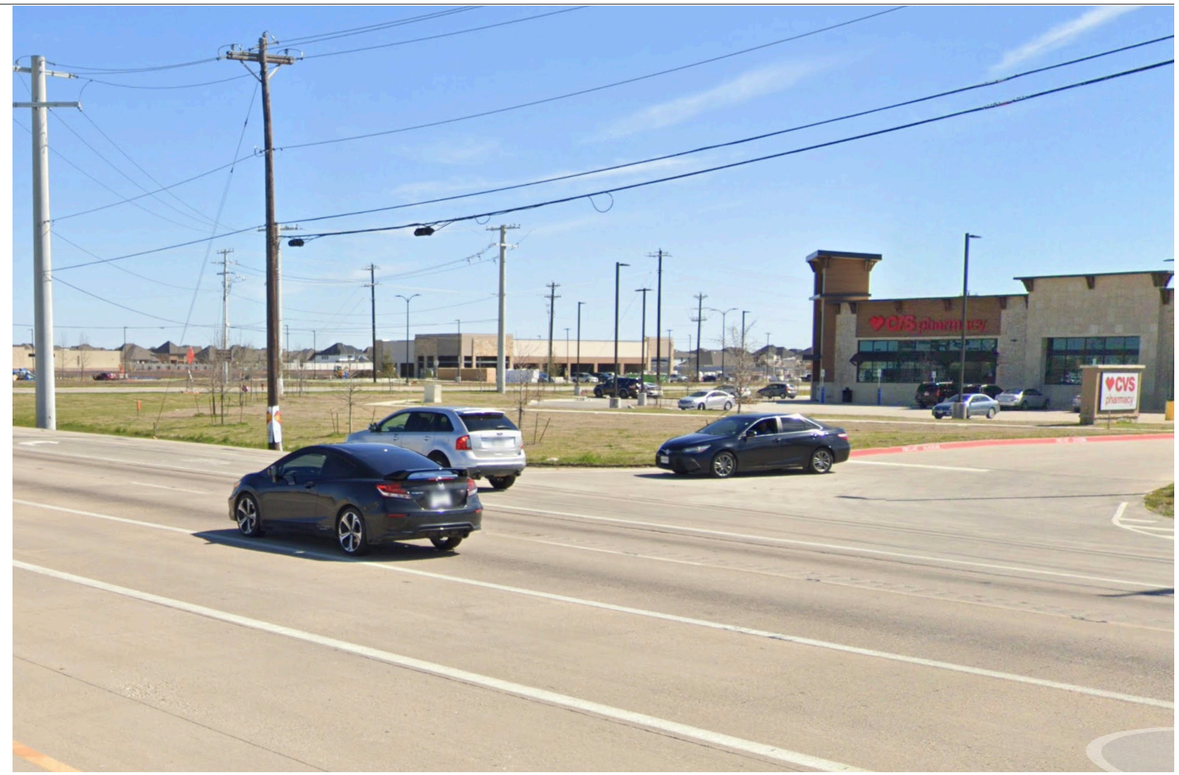
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 2

SHEET NUMBER
SLP 5







ST-100: Community Wayfinding (TxDOT)

NOTES:
ST-100

Coordinates:
33.218876, -96.881286

Mount between telephone pole and driveway

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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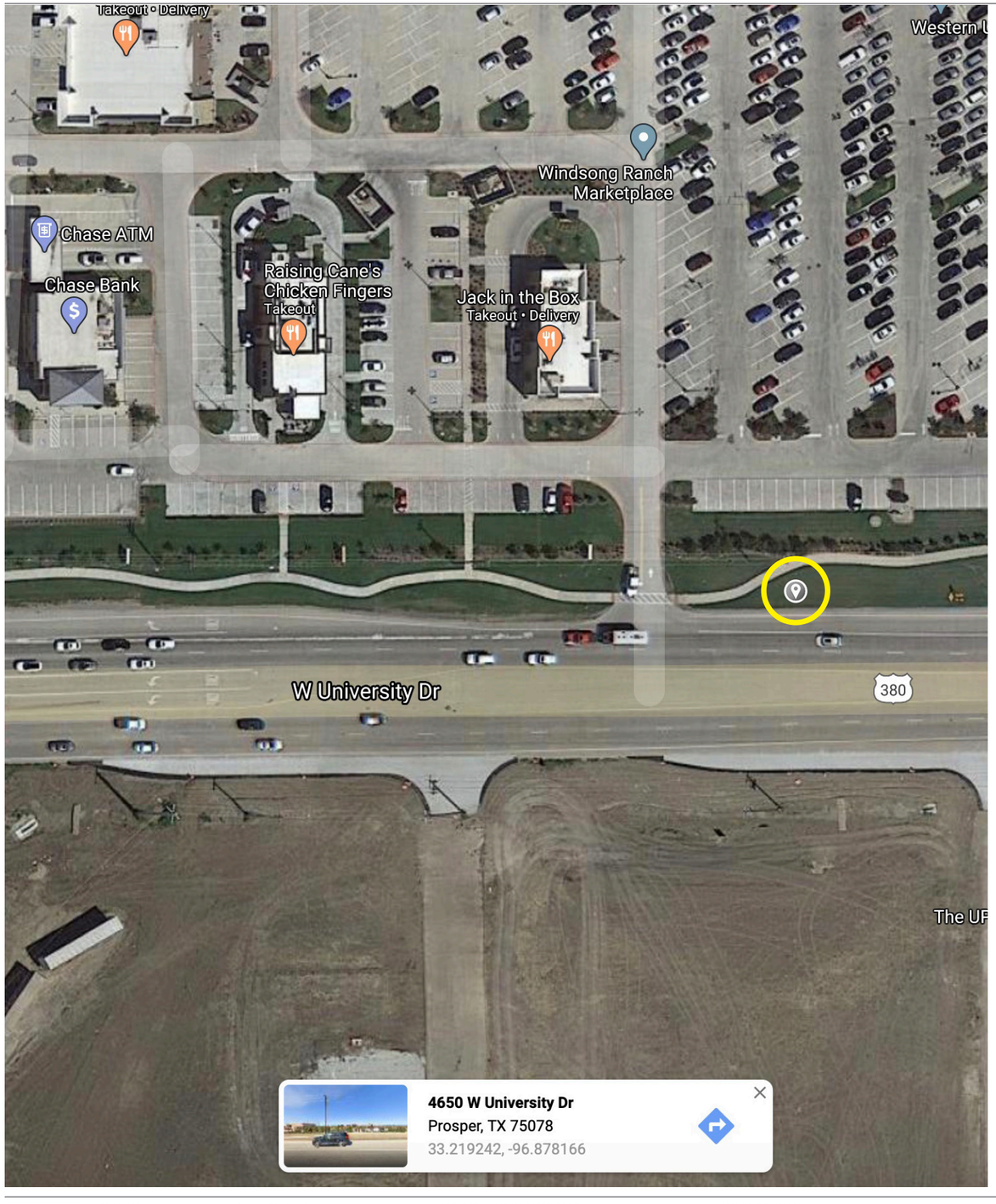
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 4

SHEET NUMBER
SLP 6







ST-100: Community Wayfinding (TxDOT)

NOTES:
ST-100

Coordinates:
33.219242, -96.878166

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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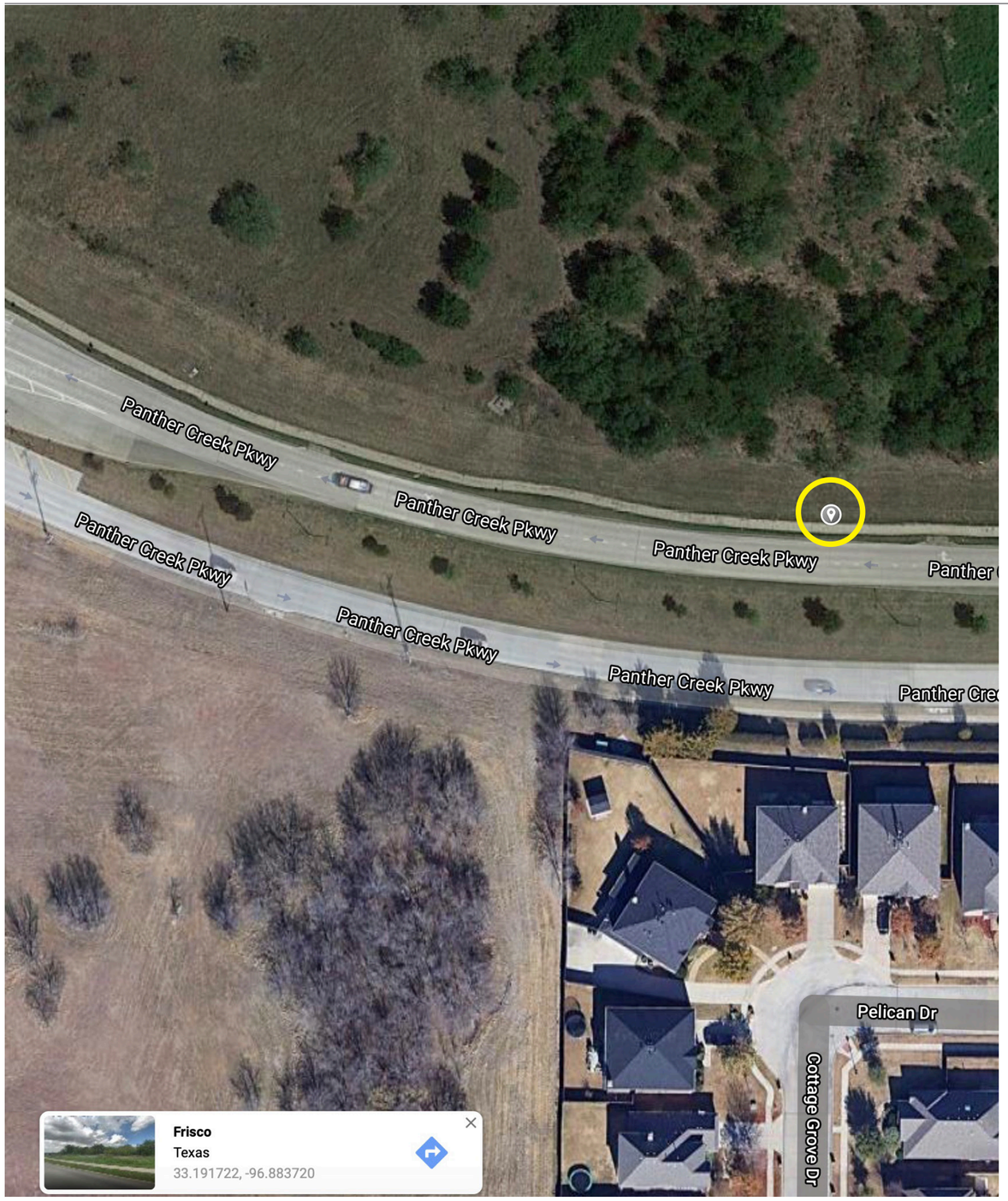
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 5

SHEET NUMBER
SLP 7







ST-104T

NOTES:
ST-104T

Coordinates:
33.191722, -96.883720

Median location would work well if a tree is removed.

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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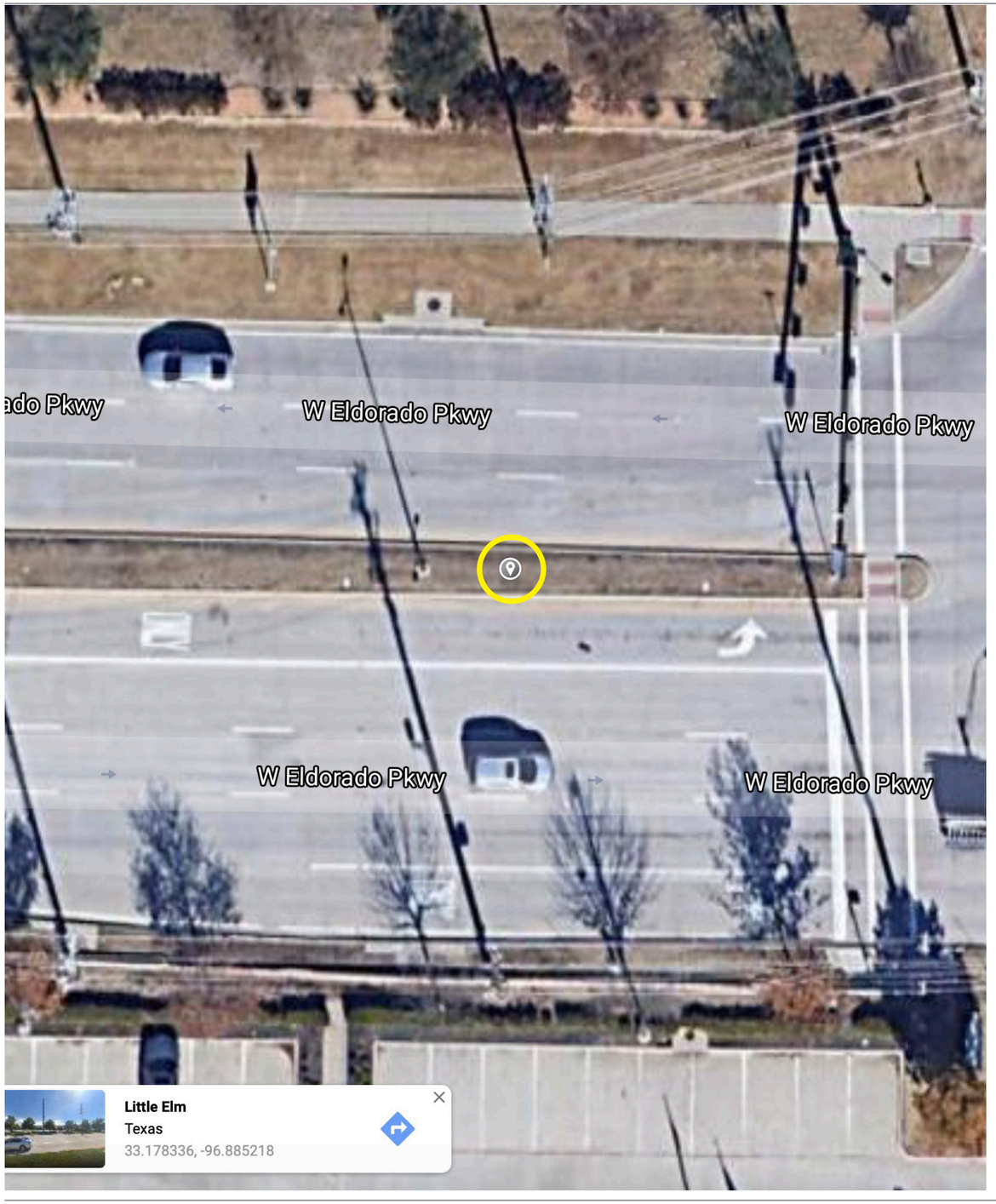
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 7

SHEET NUMBER
SLP 8







ST-104T

NOTES:
ST-104T

Coordinates:
33.178336 -96.885218

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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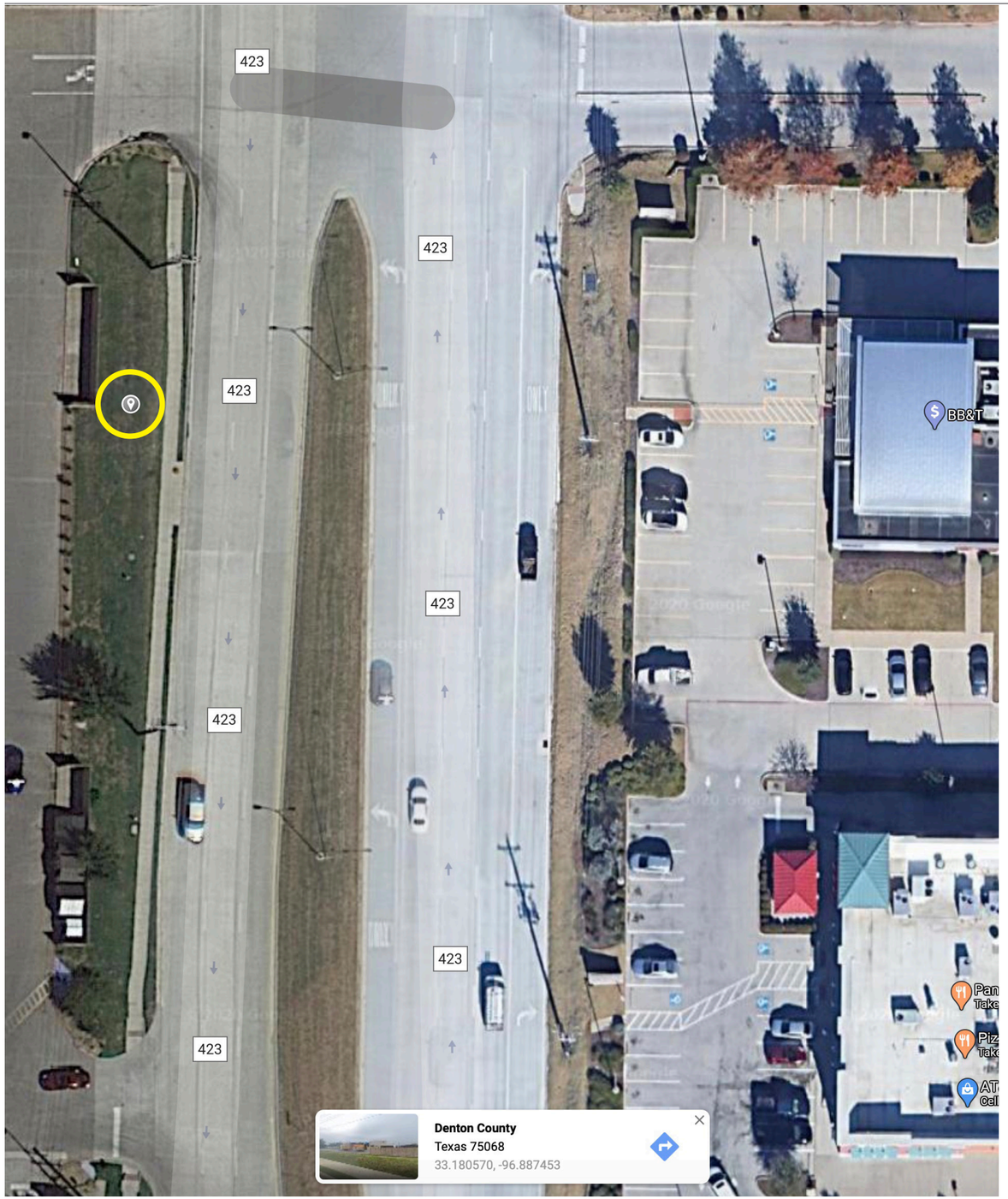
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 8

SHEET NUMBER
SLP 9







ST-104T

NOTES:
ST-104T

Coordinates:
33.180570, -96.887453

Align with screen wall.

Grading will be necessary to lower sign to approximately sidewalk elevation.

Watch powerline clearance.

Distance to existing adjacent traffic control devices, driveways and other physical

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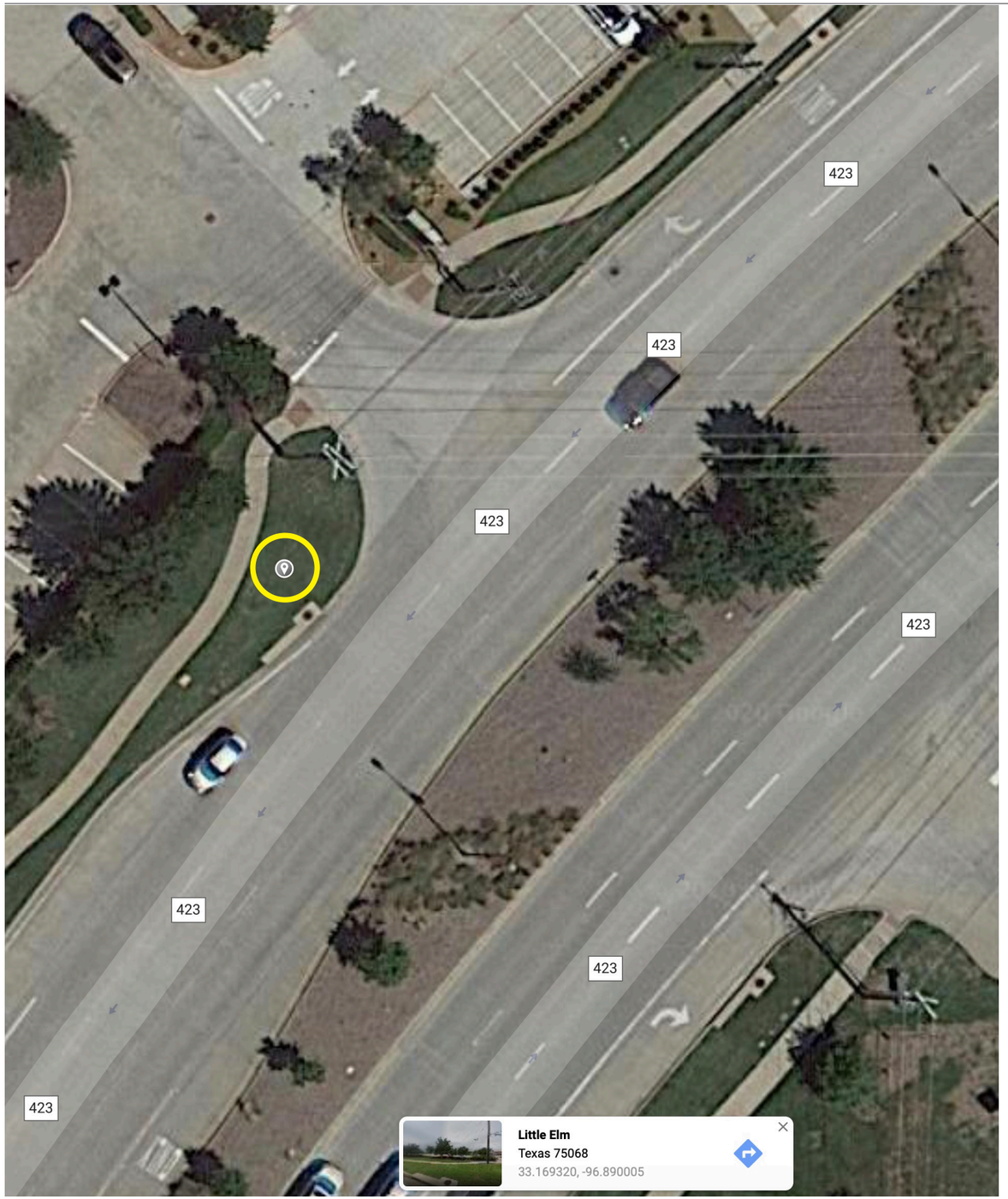
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 9

SHEET NUMBER
SLP 10







ST-104T

NOTES:
ST-104T

Coordinates:
33.169320, -96.890005

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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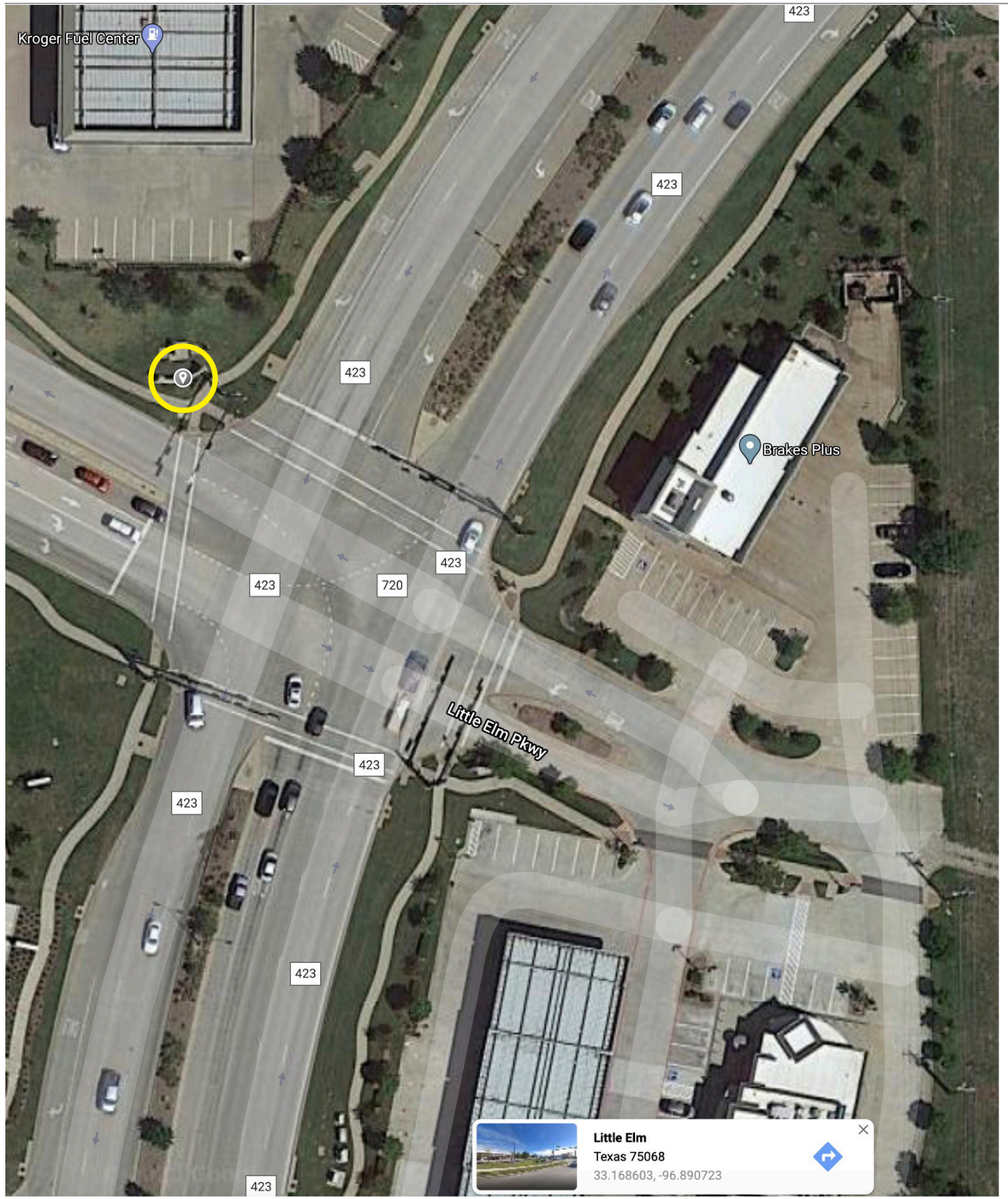
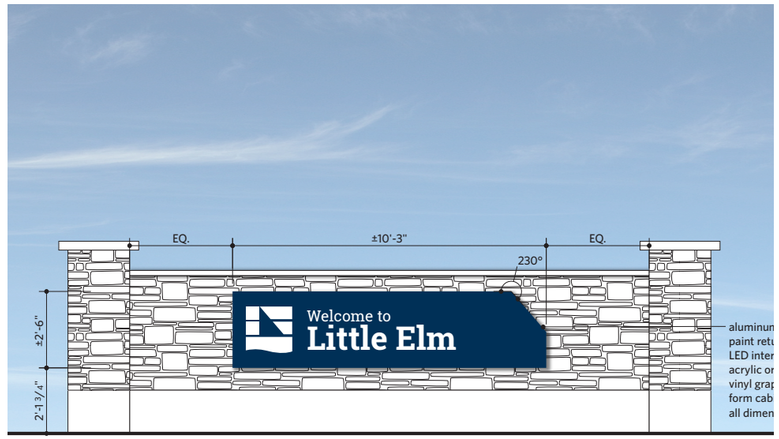
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 11

SHEET NUMBER
SLP 11







NOTES:
ST-101B

Coordinates:
33.168603, -96.890723

Remove existing letters.
Utilize existing power from flood lights.

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PAGE TITLE / ELEMENT TYPE

Sign Locations
Location 12

SHEET NUMBER

SLP 12







ST-104T

NOTES:
ST-104T

Coordinates:
33.166297, -96.890546

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 13

SHEET NUMBER
SLP 13







ST-102: Destination Identification Monument (Retrofit)

NOTES:
ST-102A/102B

Coordinates:
33.162291, -96.891028

Remove EMC (both sides)

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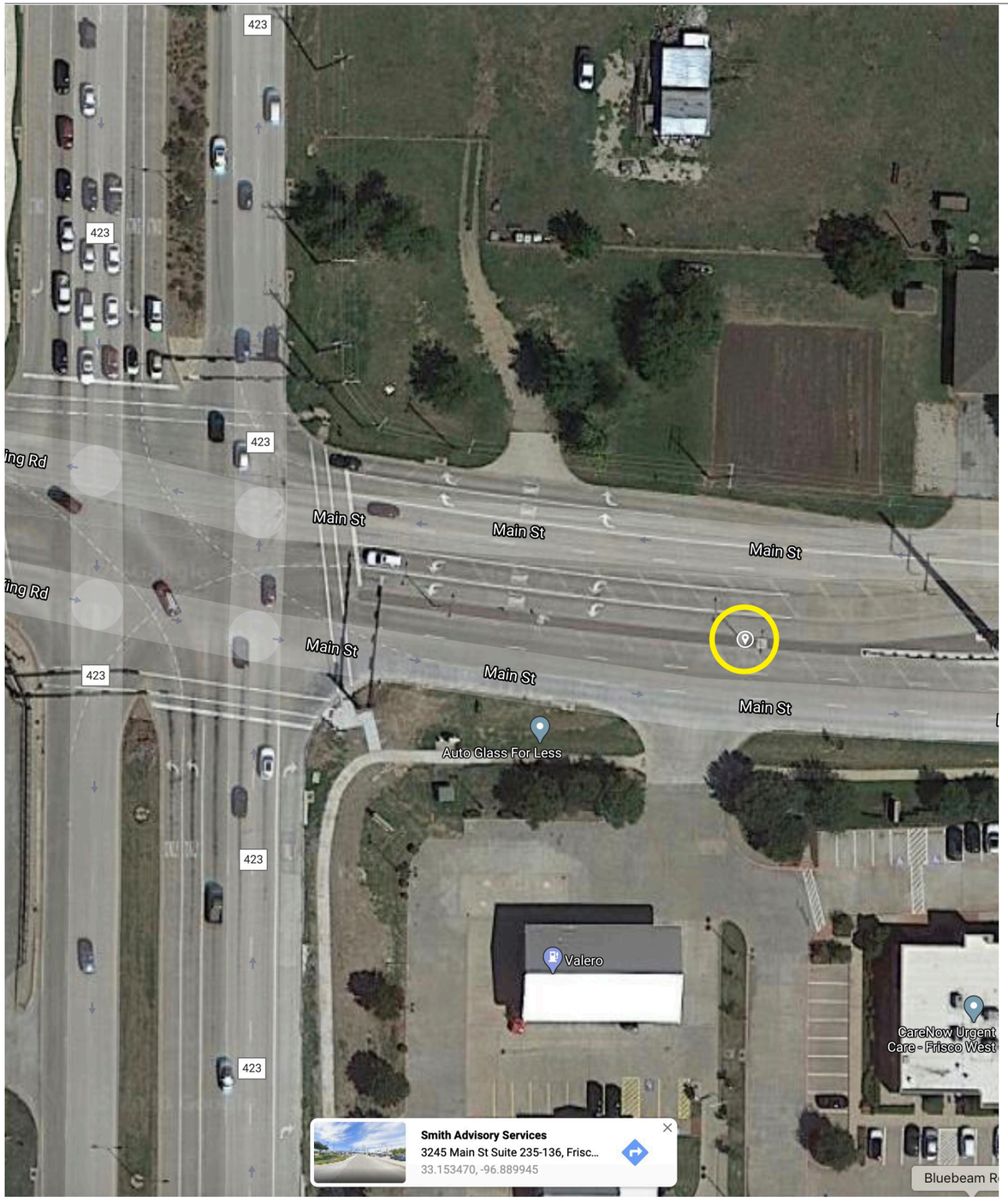
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 17

SHEET NUMBER
SLP 14







ST-105T

NOTES:
ST-105T

Coordinates:
33.153470, -96.889945

Confirm sign can mount to existing light pole. If not, provide new pole to east of existing light pole.

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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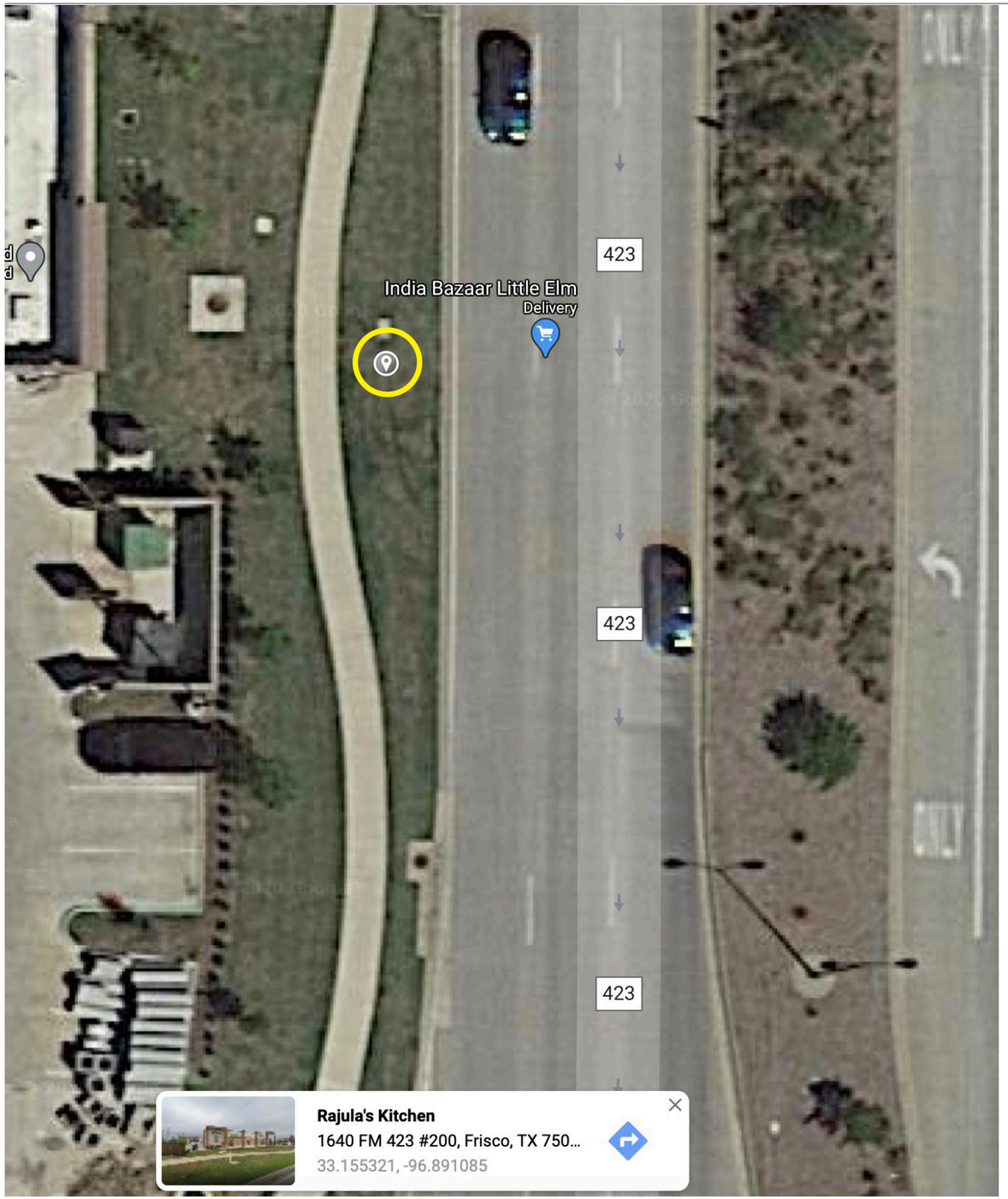
PAGE TITLE / ELEMENT TYPE

Sign Locations
Location 18

SHEET NUMBER

SLP 15







ST-104T

NOTES:
ST-104T

Coordinates:
33.155321, -96.891085

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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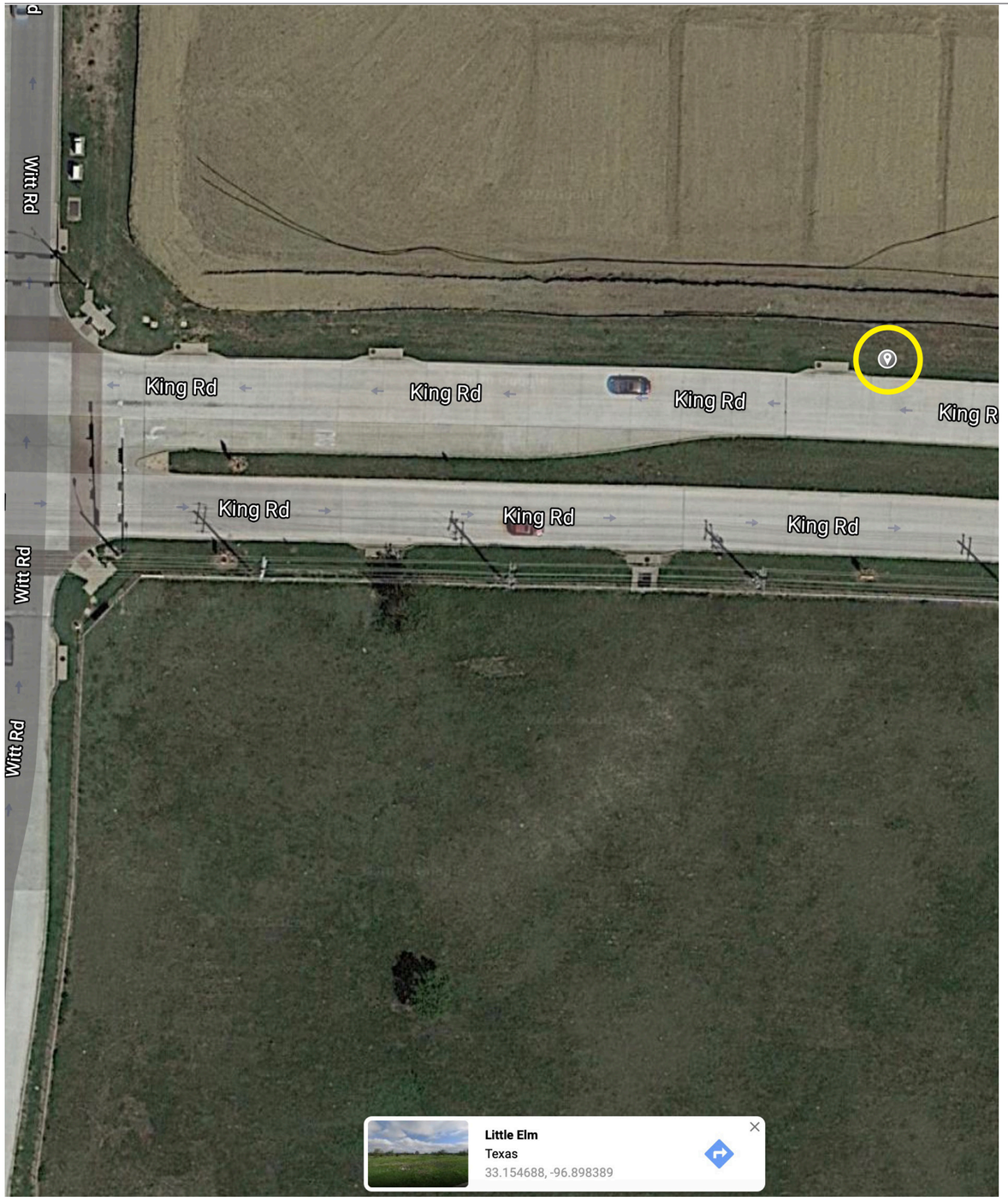
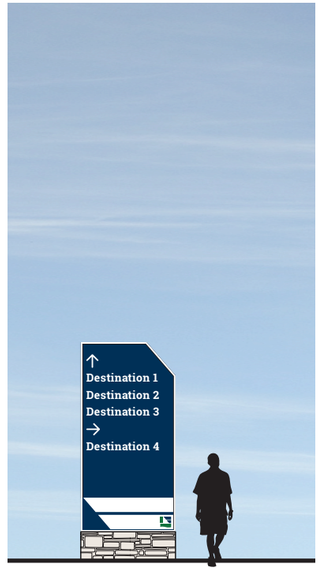
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 19

SHEET NUMBER
SLP 16







ST-103T

NOTES:
ST-103T

Coordinates:
33.154688, -96.898389

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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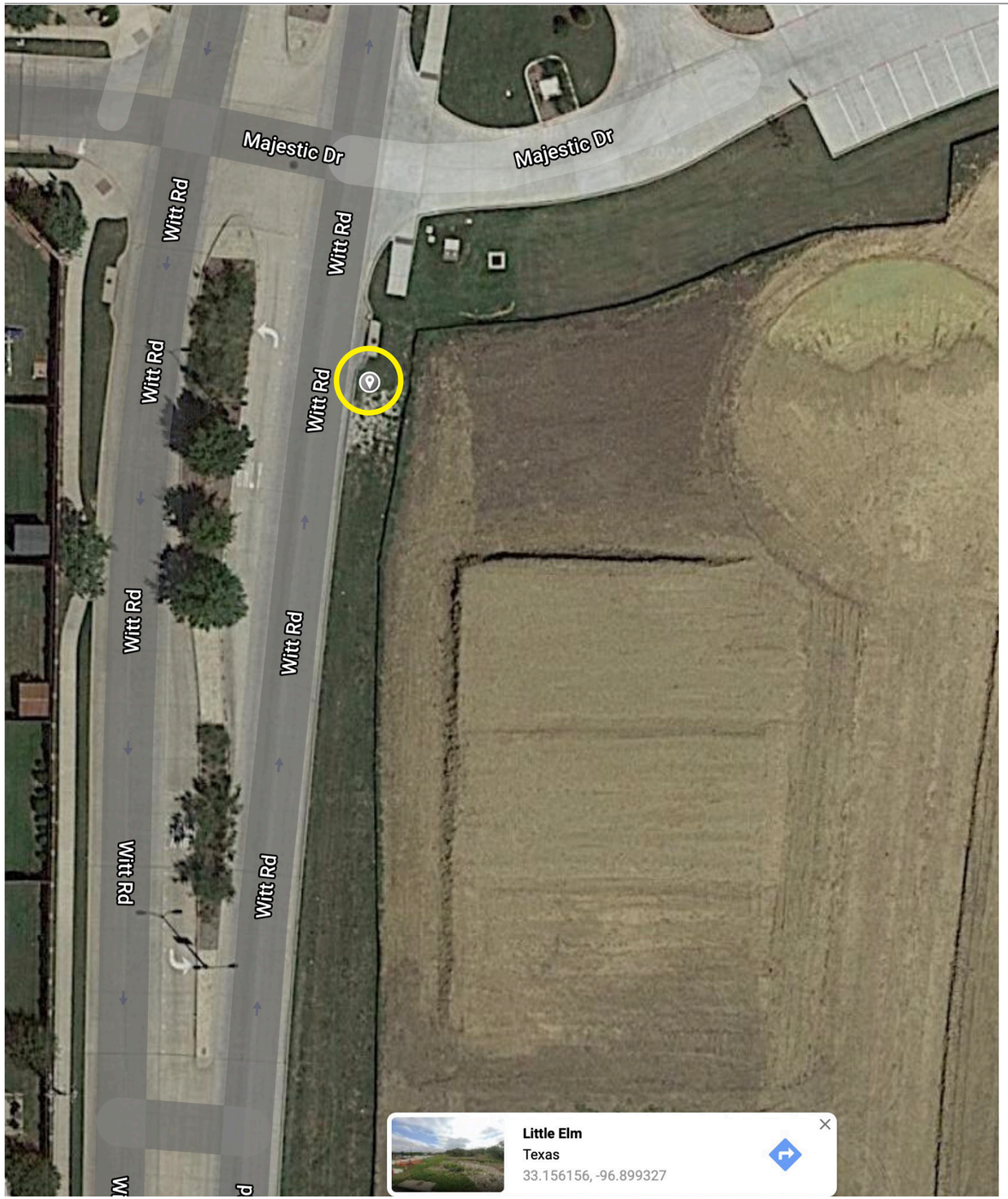
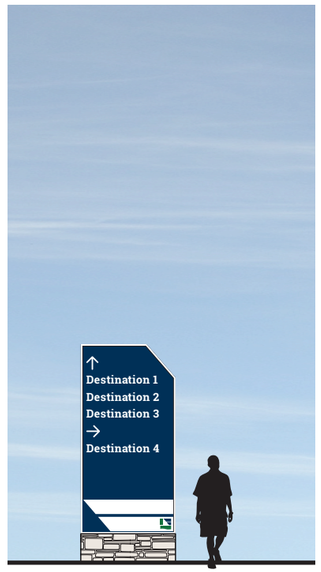
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 20

SHEET NUMBER
SLP 17







ST-103T

NOTES:
ST-103T

Coordinates:
33.156156, -96.899327

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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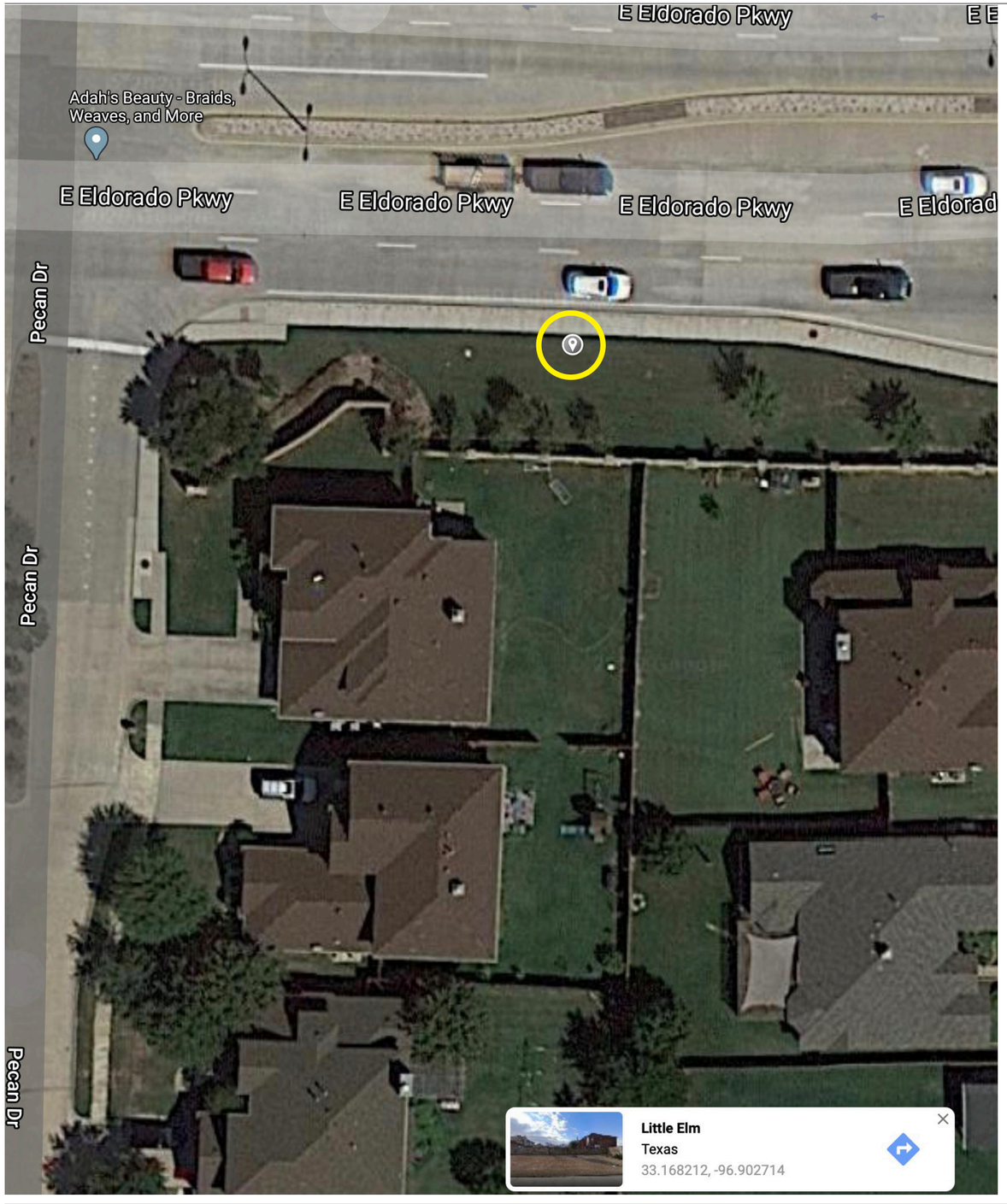
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 23

SHEET NUMBER
SLP 18







ST-104T

NOTES:
ST-104T

Coordinates:
33.168212, -96.902714

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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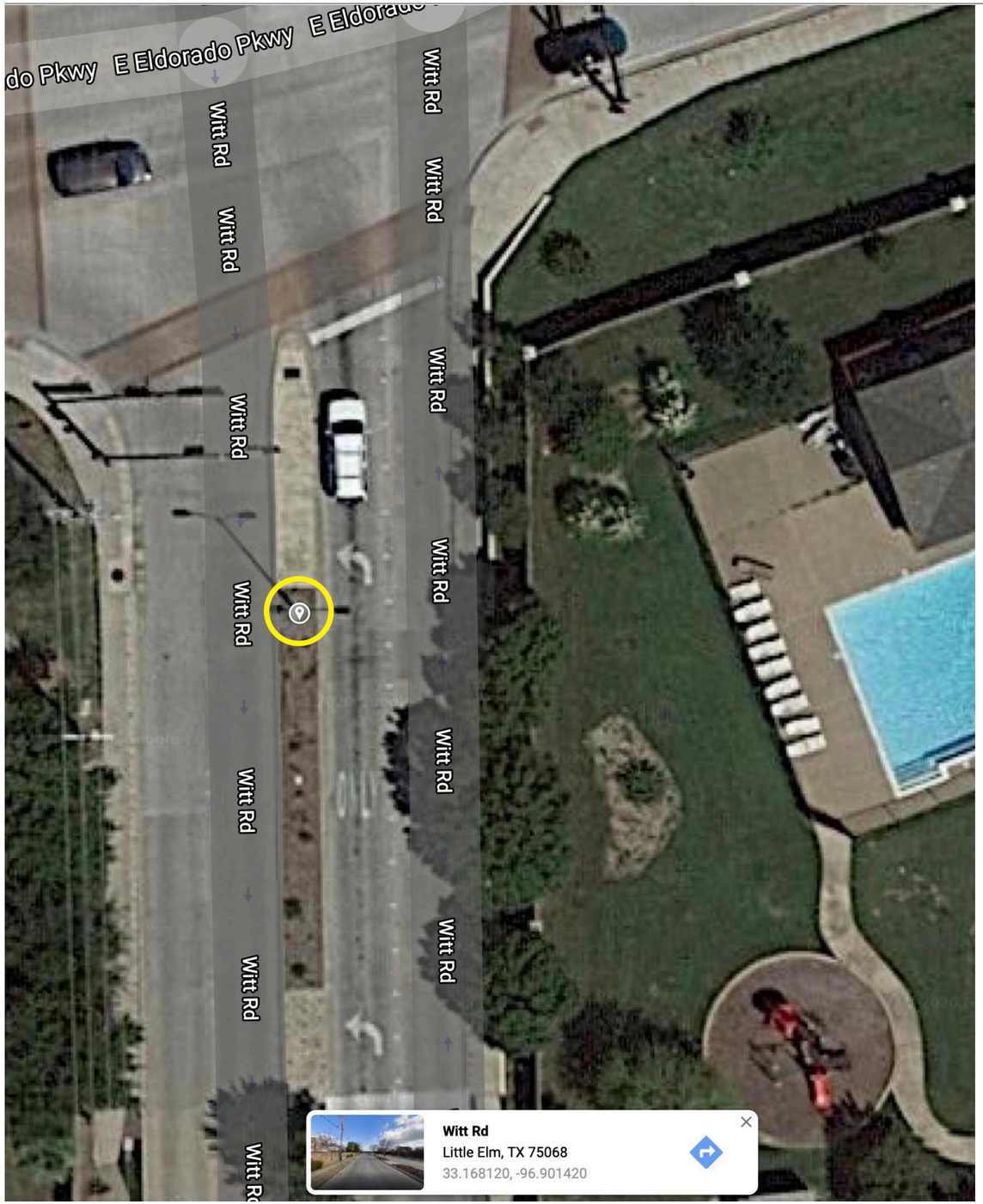
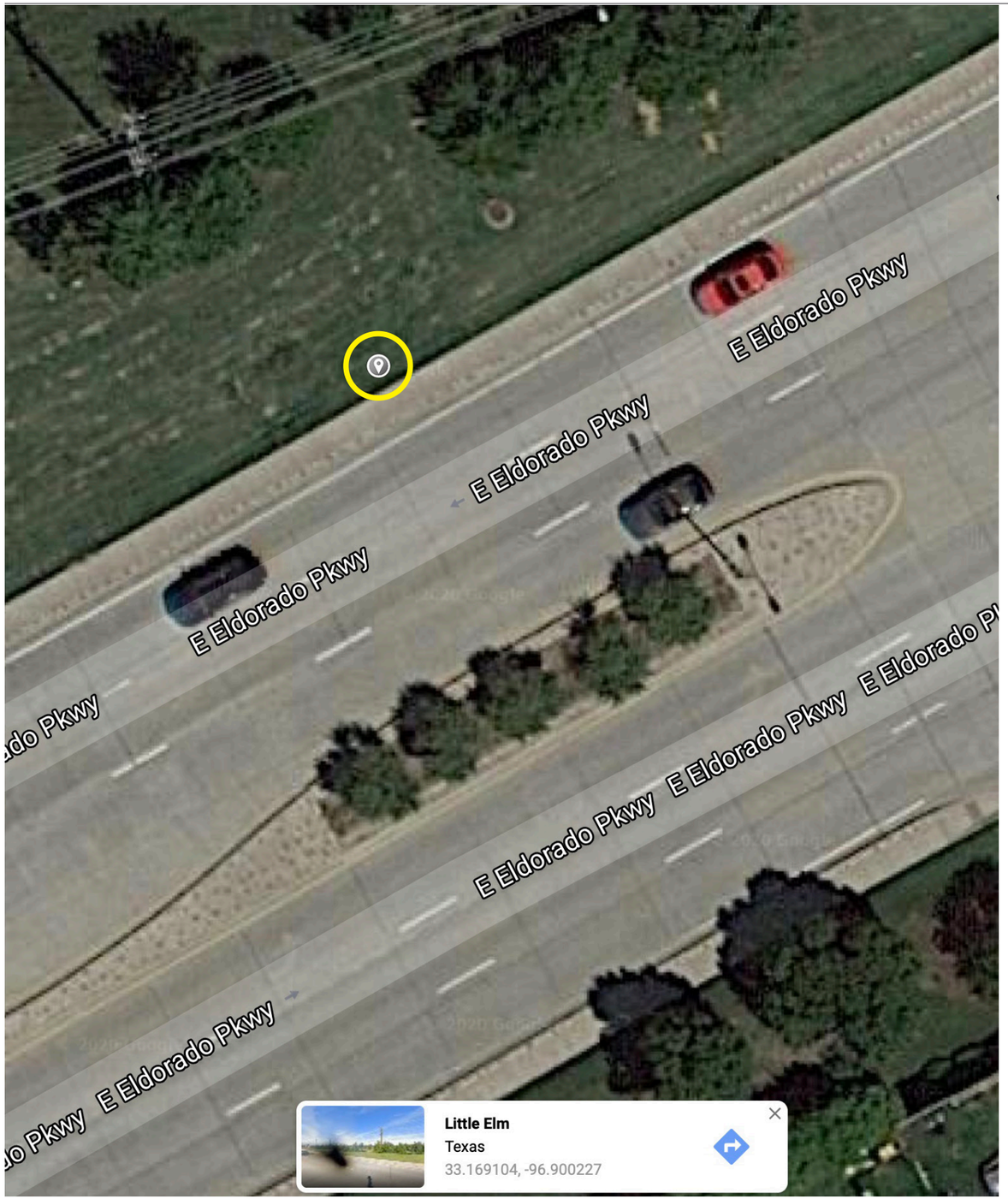
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 26

SHEET NUMBER
SLP 19


E Eldorado Pkwy
Witt Rd
Witt Rd
Witt Rd







ST-104T

NOTES:
ST-104T

Coordinates:
33.169104, -96.900227

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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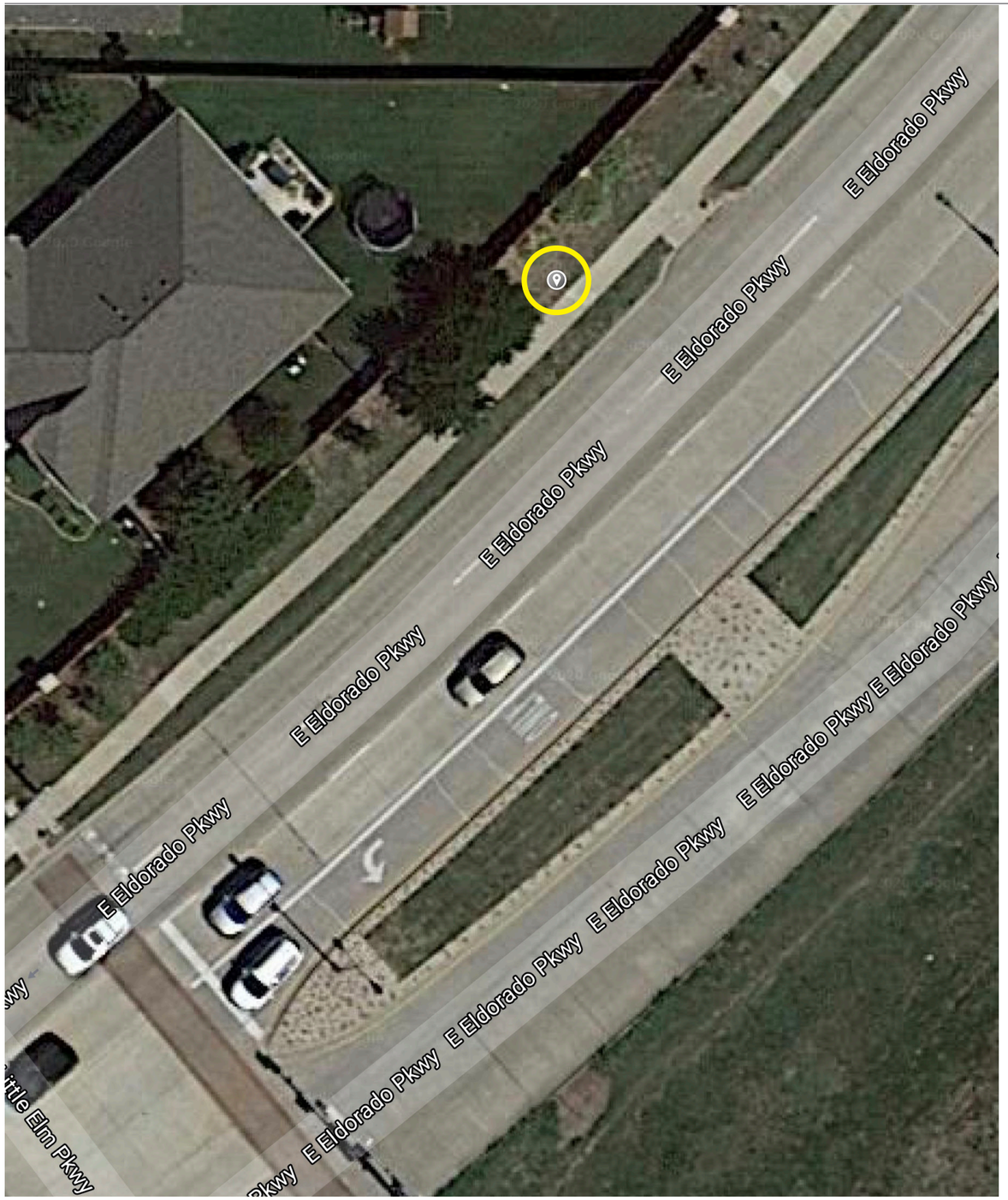
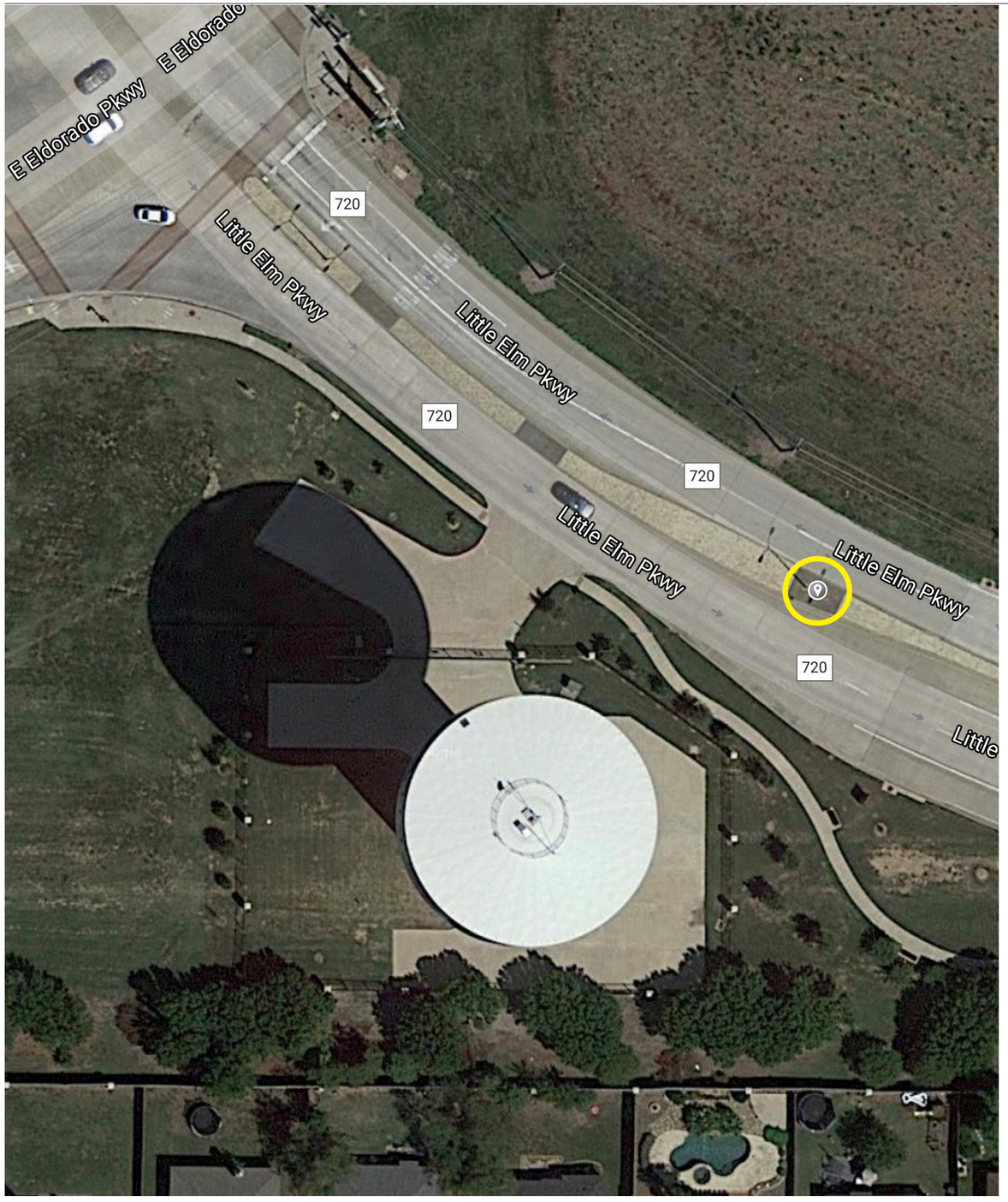
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 28

SHEET NUMBER
SLP 21


E Eldorado Pkwy
E Eldorado Pkwy
E Eldorado Pkwy







ST-105T

NOTES:
ST-105T

Coordinates:
33.169616, -96.896756

Confirm sign can mount to existing light pole. If not, provide new pole to east of existing light pole.

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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PROJECT NAME/PROJECT CODE
Town of Little Elm
Exterior Wayfinding
19ELM001

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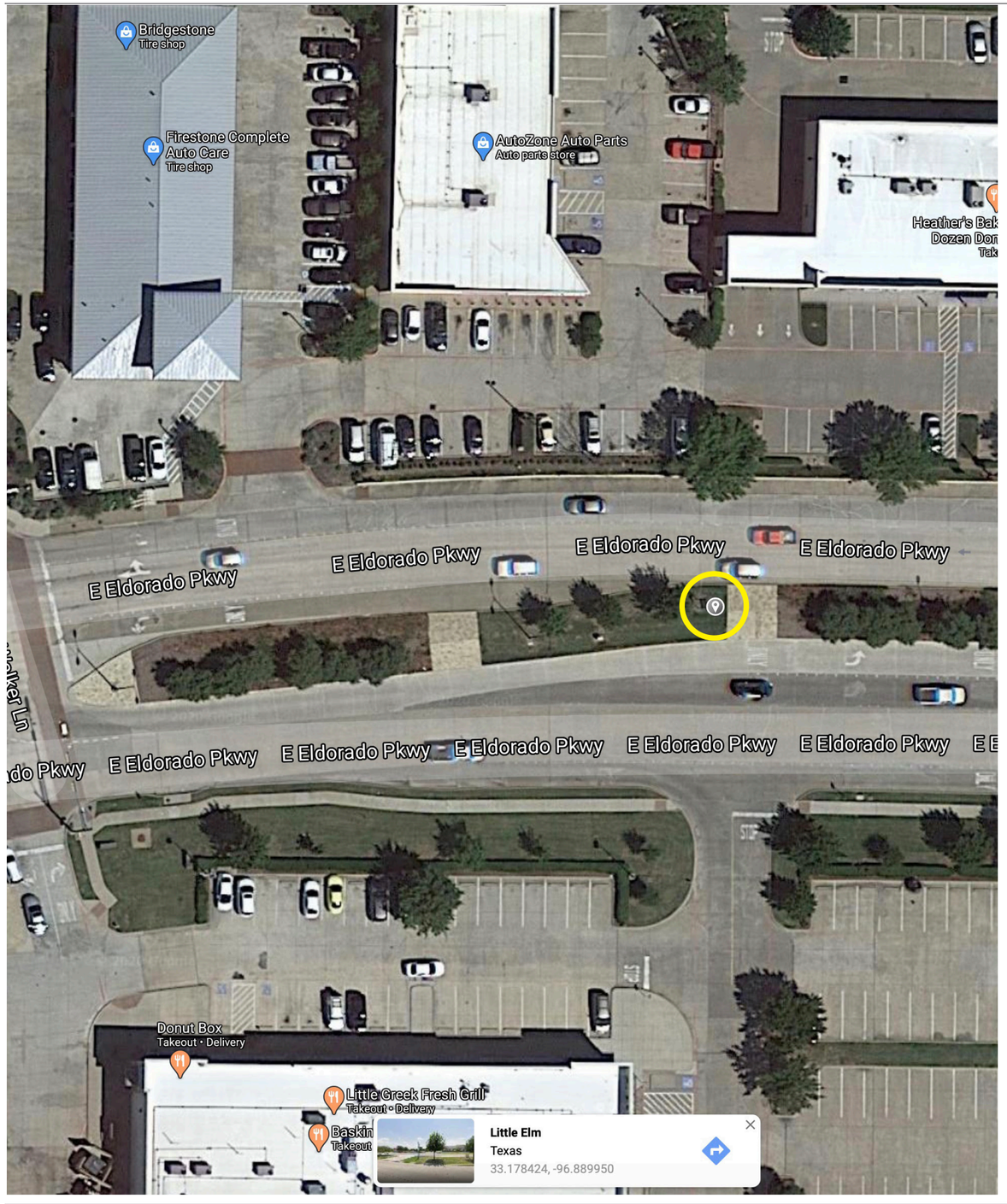
Sign Locations
Location 31

SHEET NUMBER
SLP 23







ST-104T

NOTES:
ST-104T

Coordinates:
33.178424, -96.889950

Remove existing homedeveloper sign

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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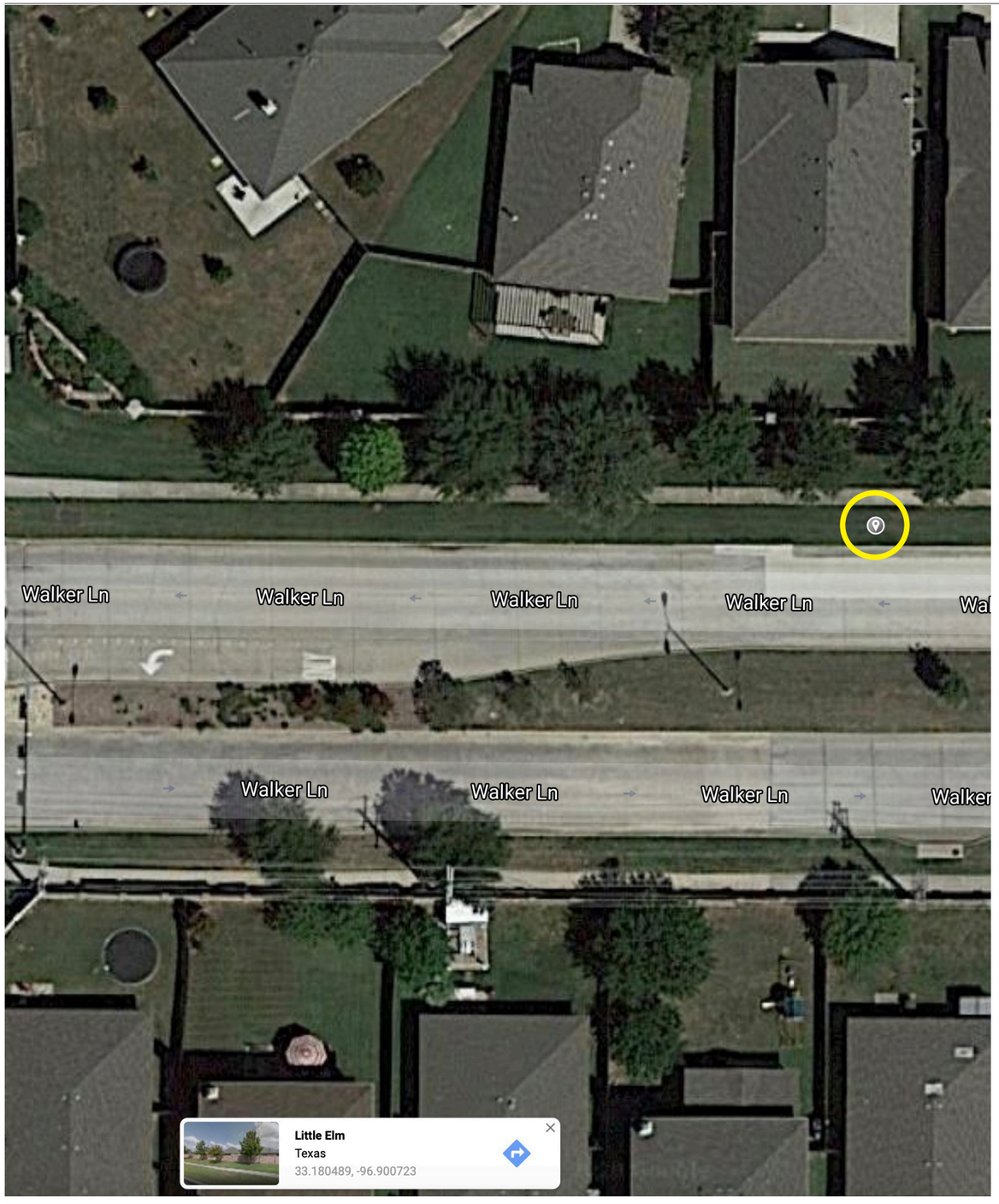
PAGE TITLE / ELEMENT TYPE

Sign Locations
Location 33

SHEET NUMBER

SLP 24







ST-103T

NOTES:
ST-103T

Coordinates:
33.180489, 96.900723

Remove existing homedeveloper sign

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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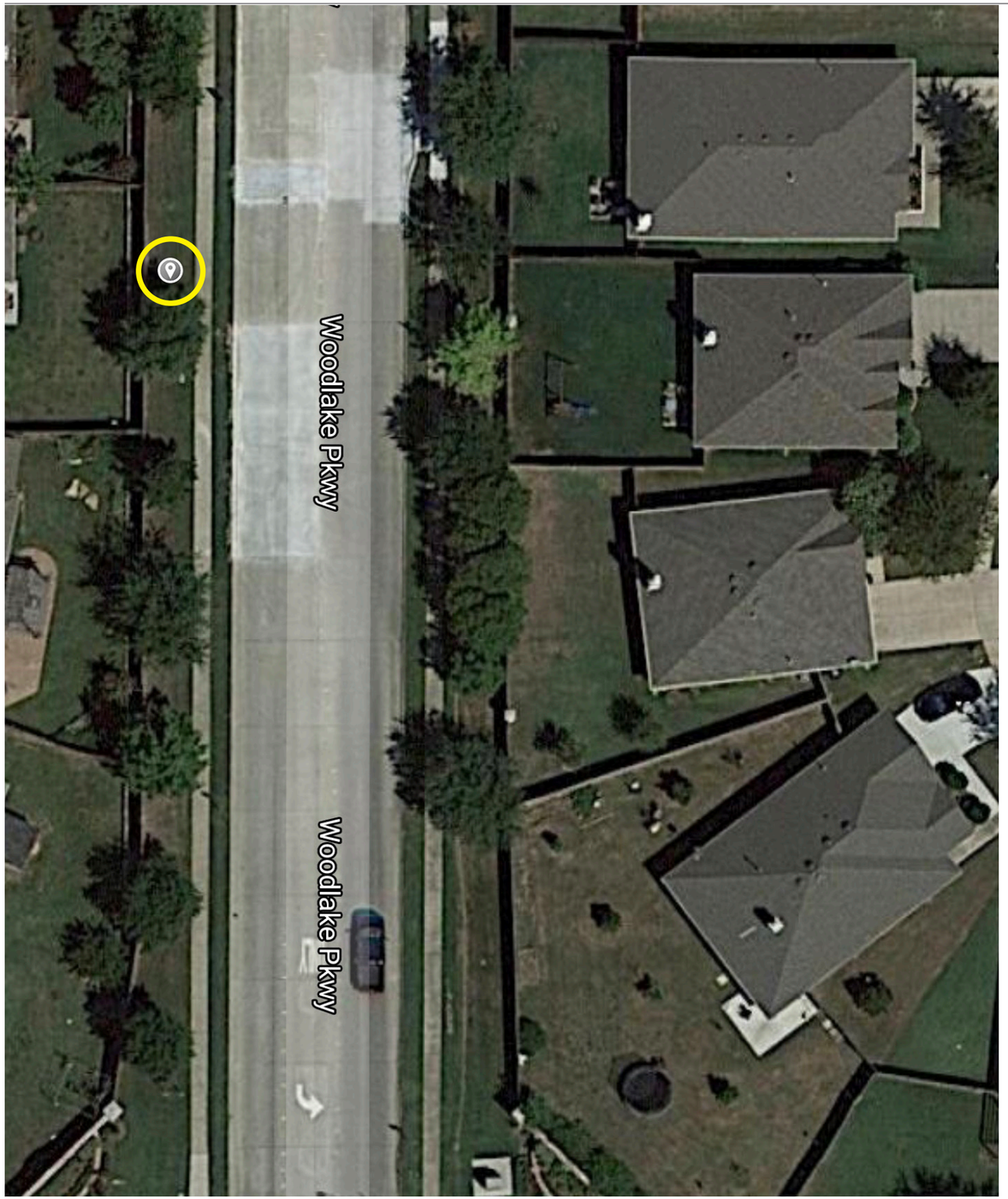
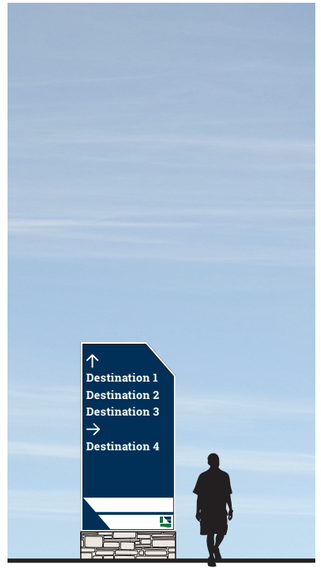
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 36

SHEET NUMBER
SLP 25







ST-103T

NOTES:
ST-103T

Coordinates:
33.181190, -96.901671

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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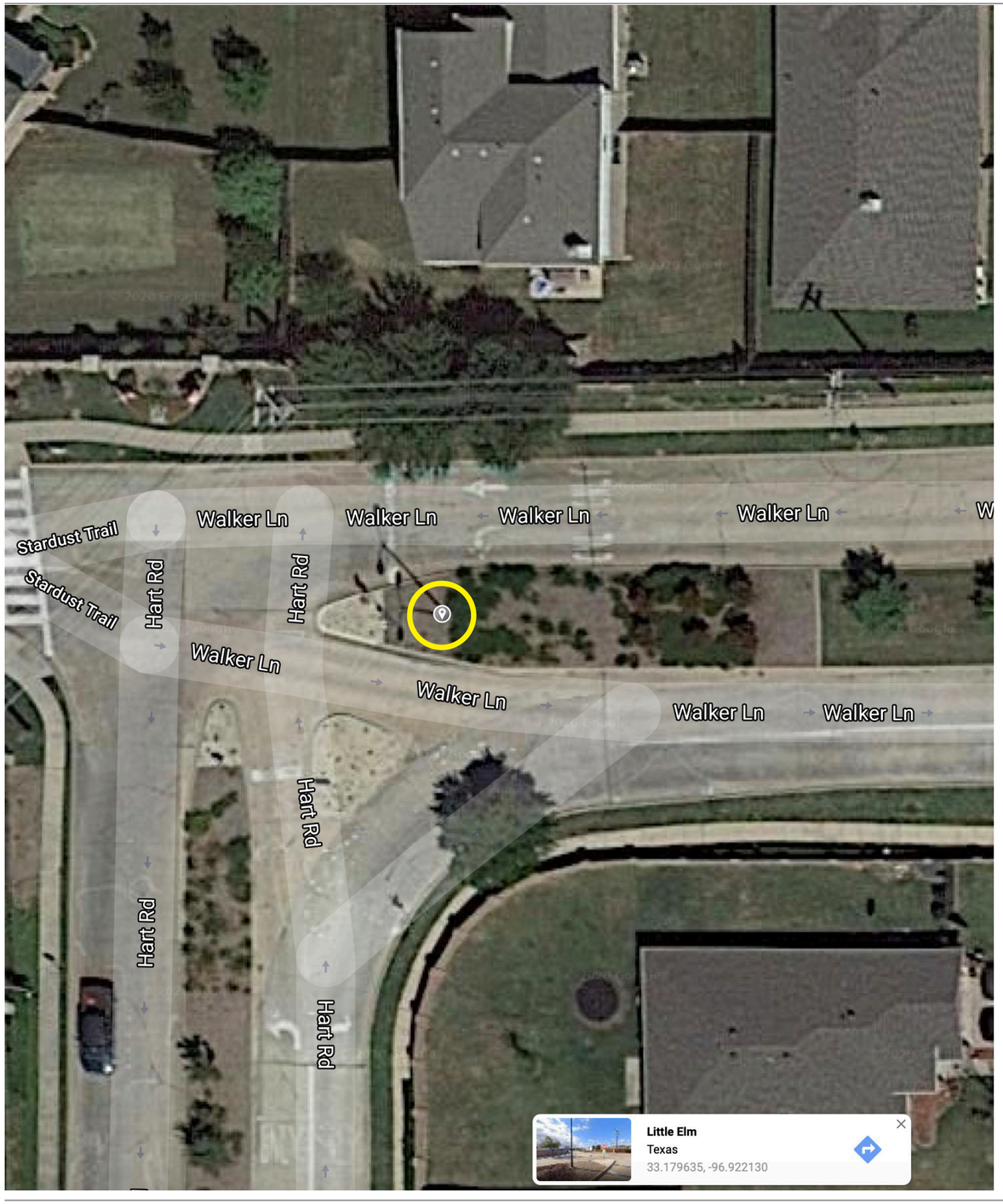
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 37

SHEET NUMBER
SLP 26







ST-105T

NOTES:
ST-105T

Coordinates:
33.179635, -96.922130

Confirm sign can mount to existing light pole. If not, provide new pole to east of existing light pole.

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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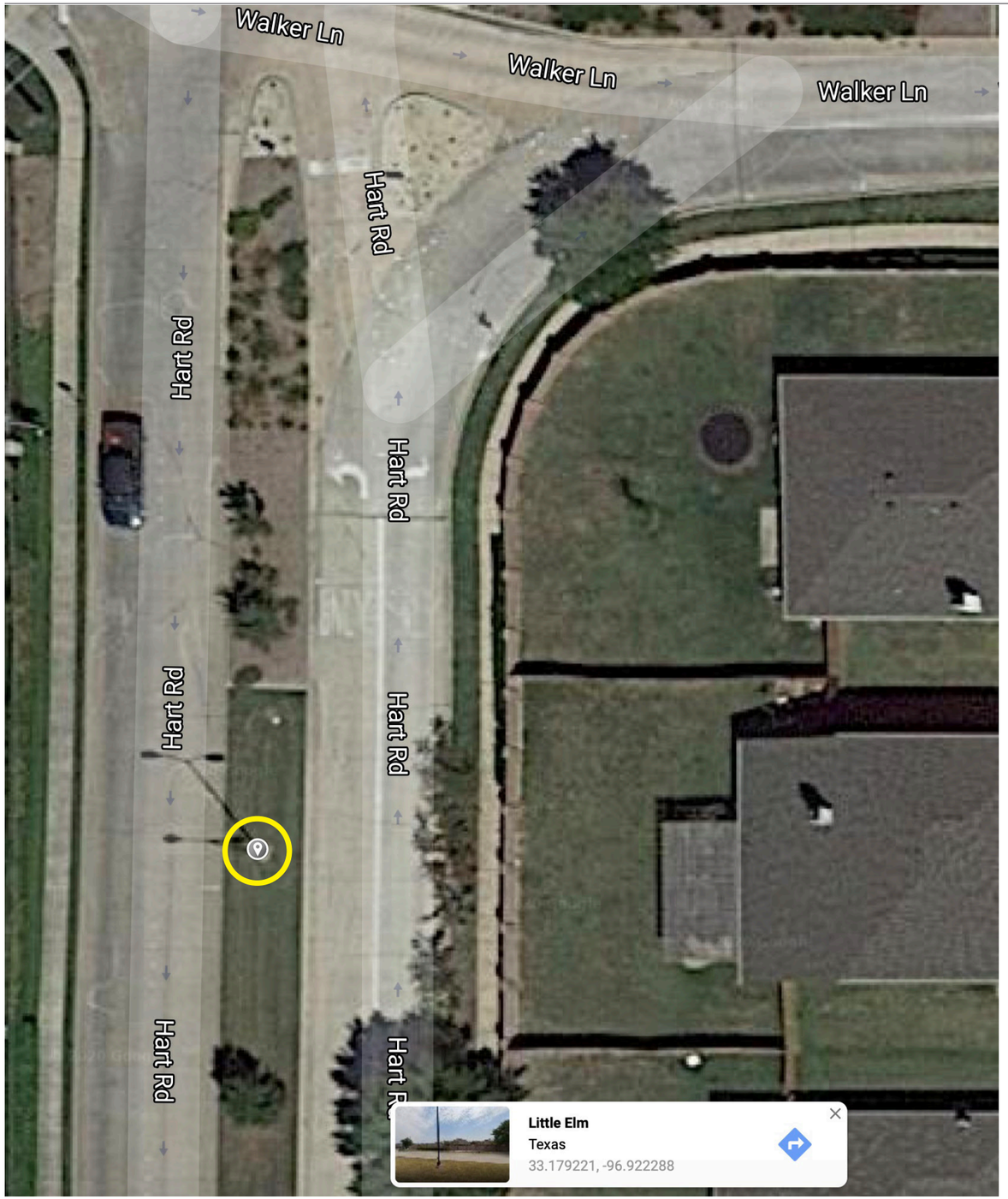
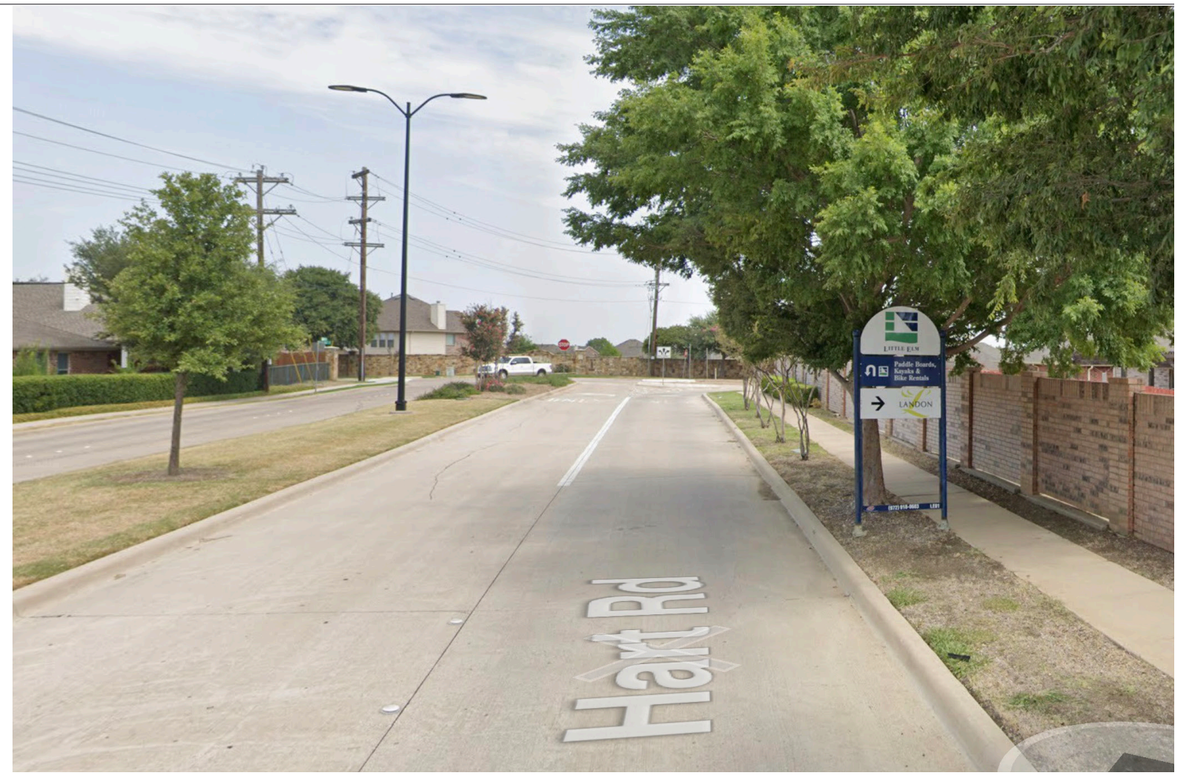
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 38

SHEET NUMBER
SLP 27







ST-105T

NOTES:
ST-105T

Coordinates:
33.179221, -96.922288

Confirm sign can mount to existing light pole. If not, provide new pole to north of existing light pole.

Remove existing homedeveloper sign

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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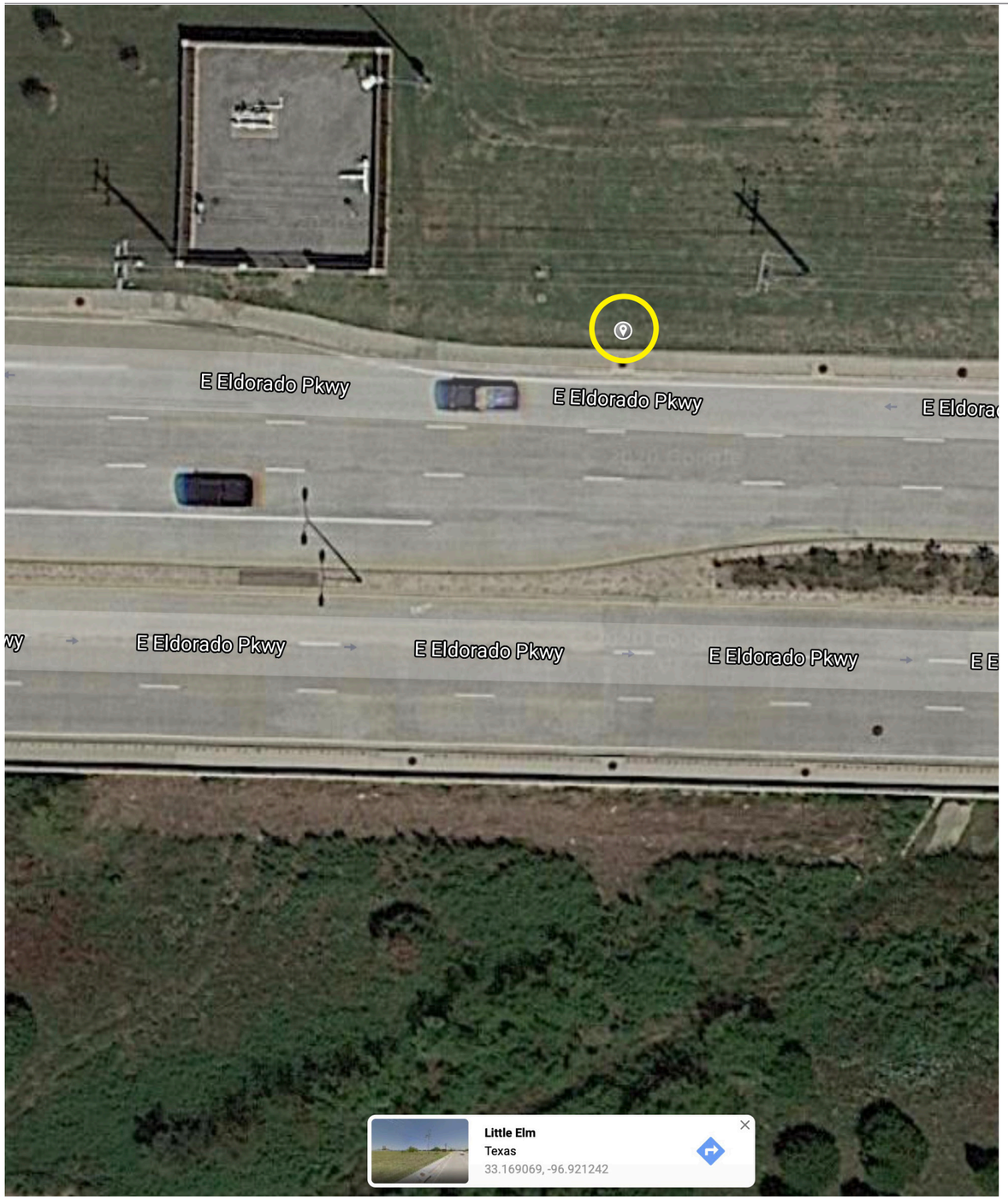
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 39

SHEET NUMBER
SLP 28







ST-104T

NOTES:
ST-104T

Coordinates:
33.169069, -96.921242

Remove existing homedeveloper sign at intersection

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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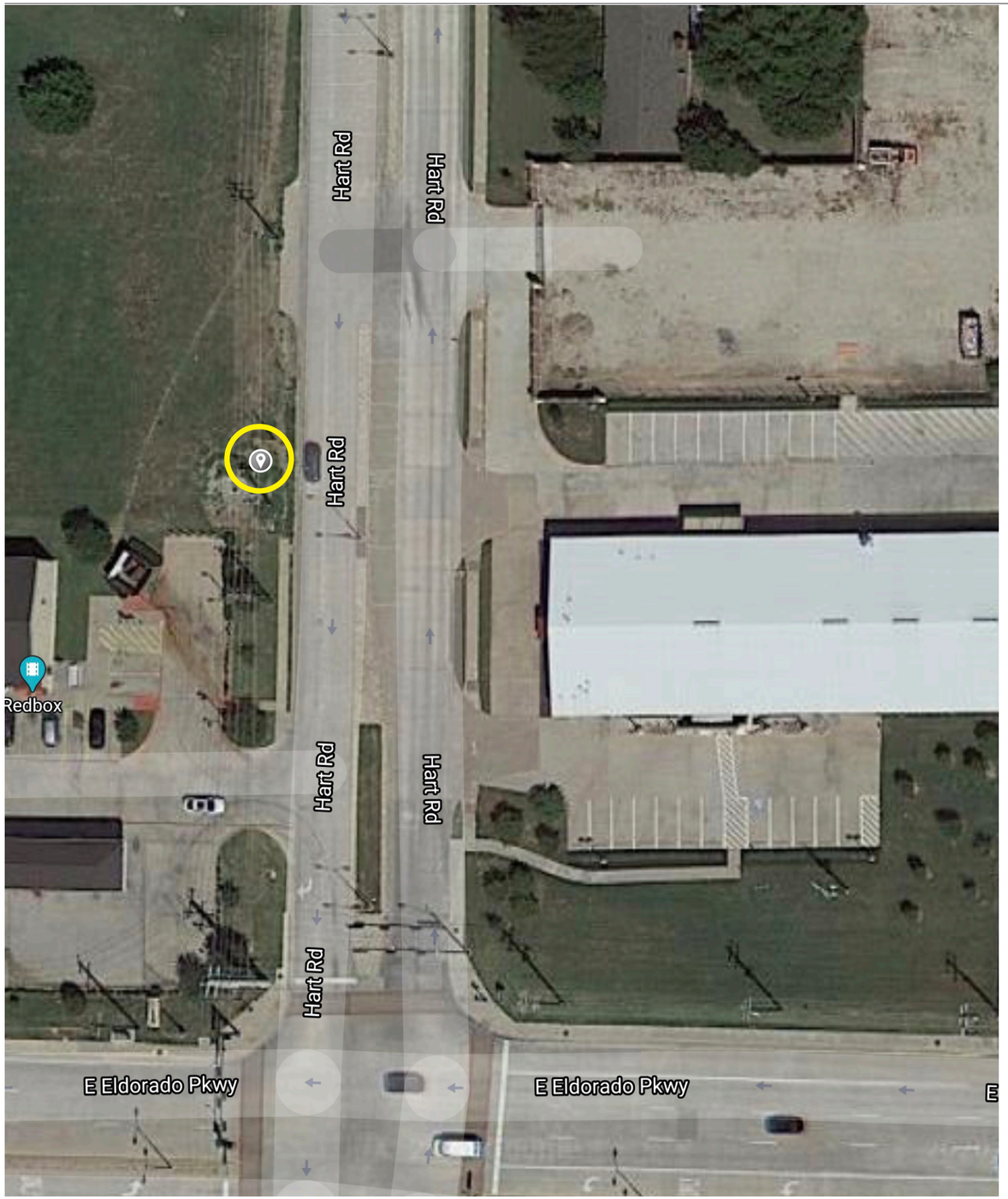
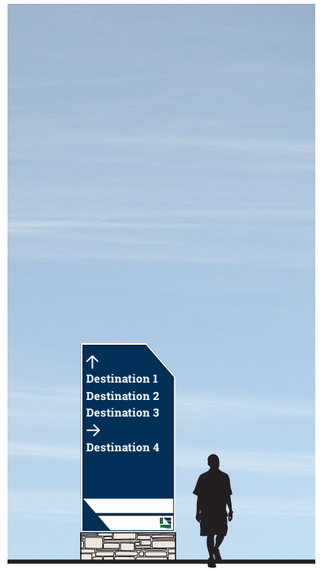
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 41

SHEET NUMBER
SLP 29







ST-103T

NOTES:
ST-103T

Coordinates:
33.169719, -96.922565

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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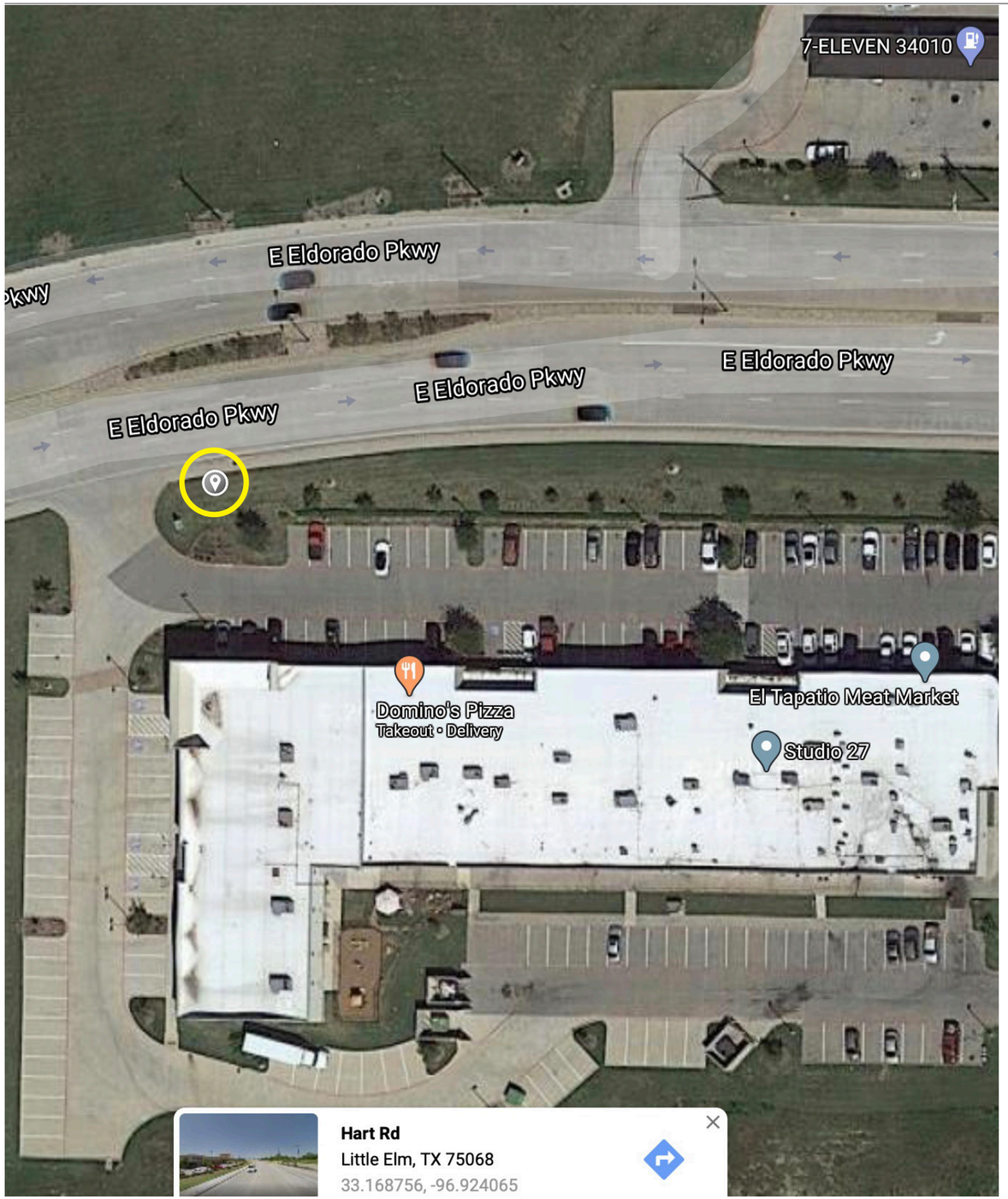
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 42

SHEET NUMBER
SLP 30







ST-104T

NOTES:
ST-104T

Coordinates:
33.168756, -96.924065

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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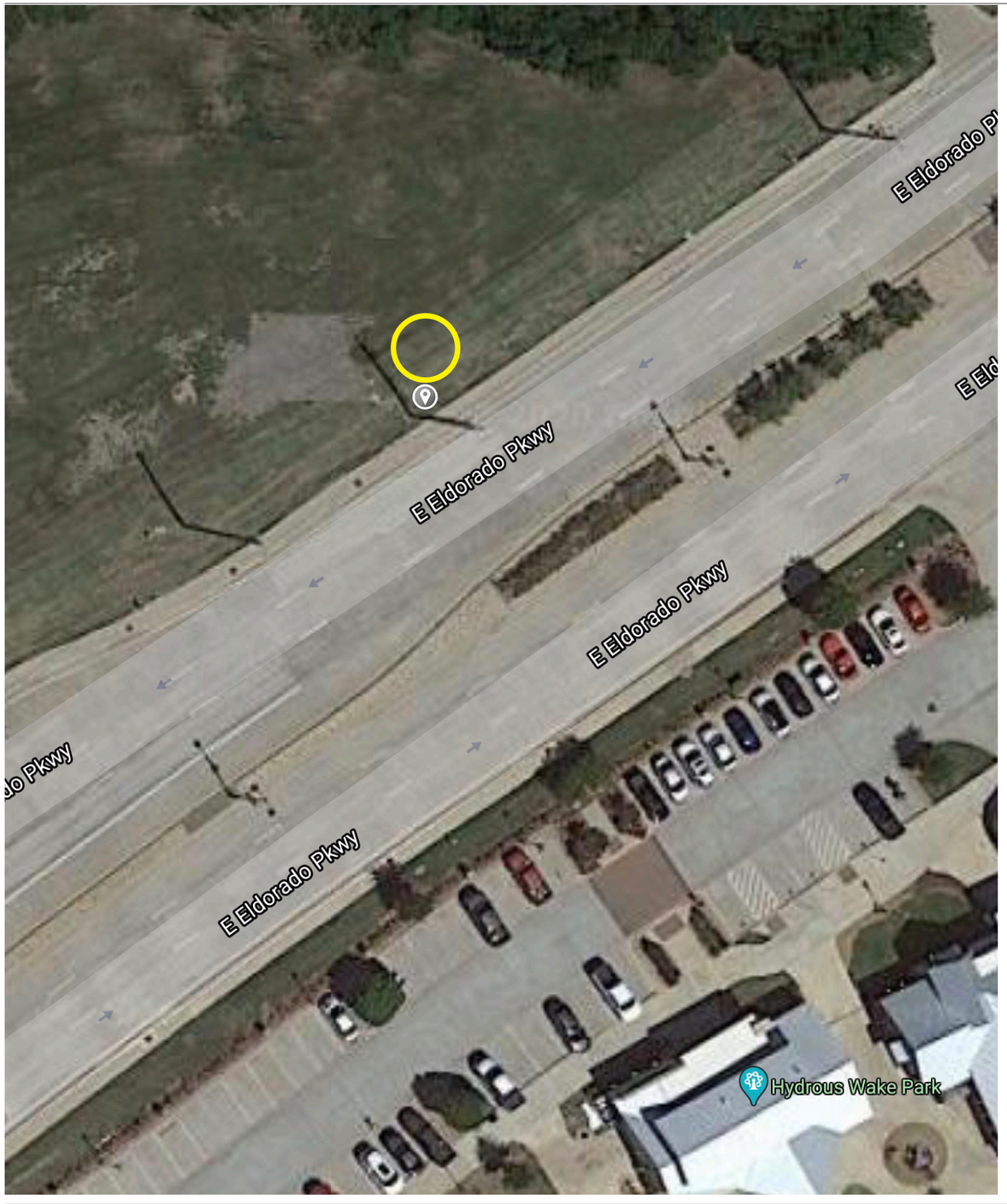
PAGE TITLE / ELEMENT TYPE

Sign Locations
Location 43

SHEET NUMBER

SLP 31







ST-104L

NOTES:
ST-104L

Coordinates:
33.162831, -96.934252

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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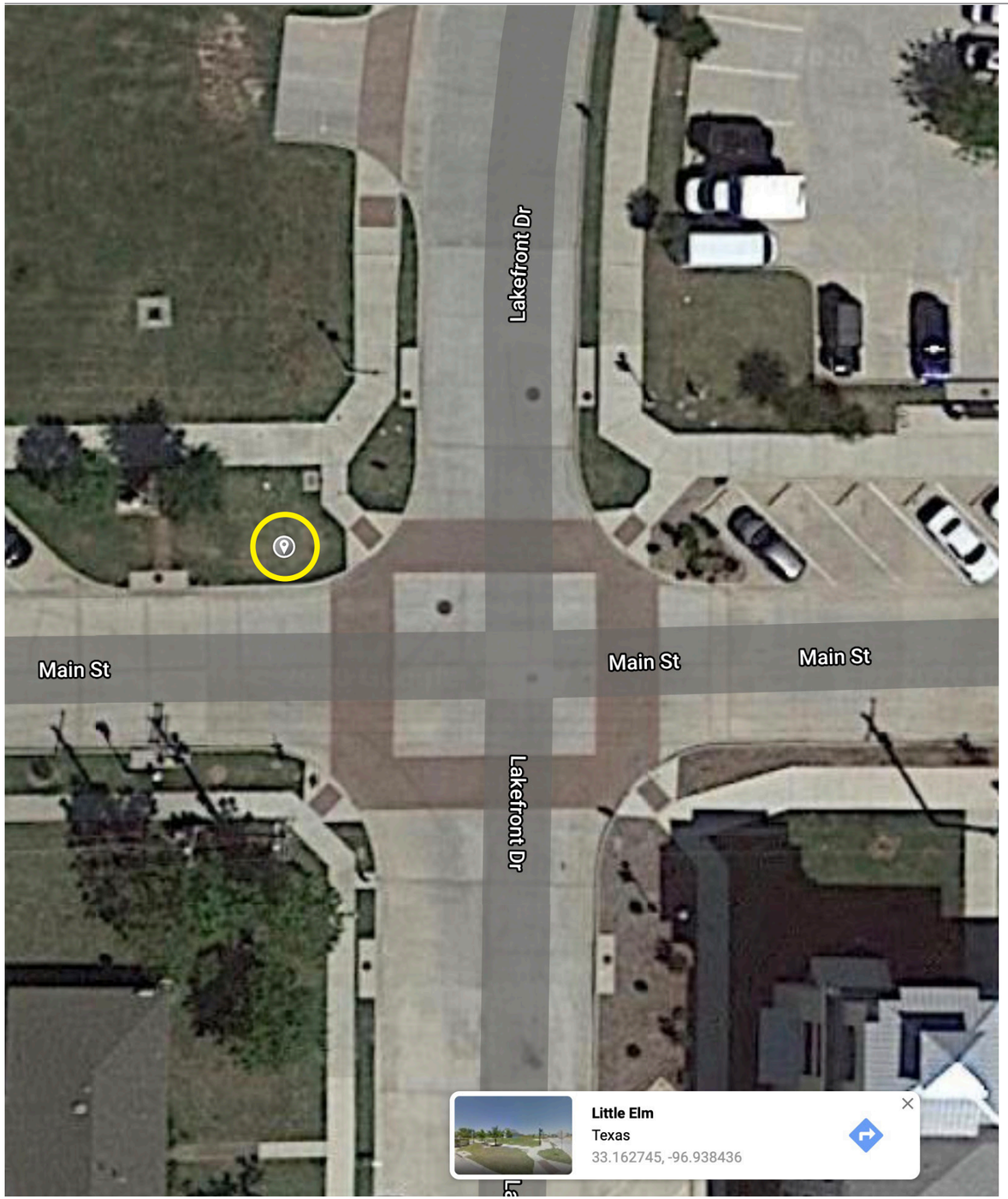
PAGE TITLE / ELEMENT TYPE

Sign Locations
Location 44

SHEET NUMBER

SLP 32







ST-106: Vehicular Directi

NOTES:
ST-105L

Coordinates:
33.162745, -96.938436

New pole required

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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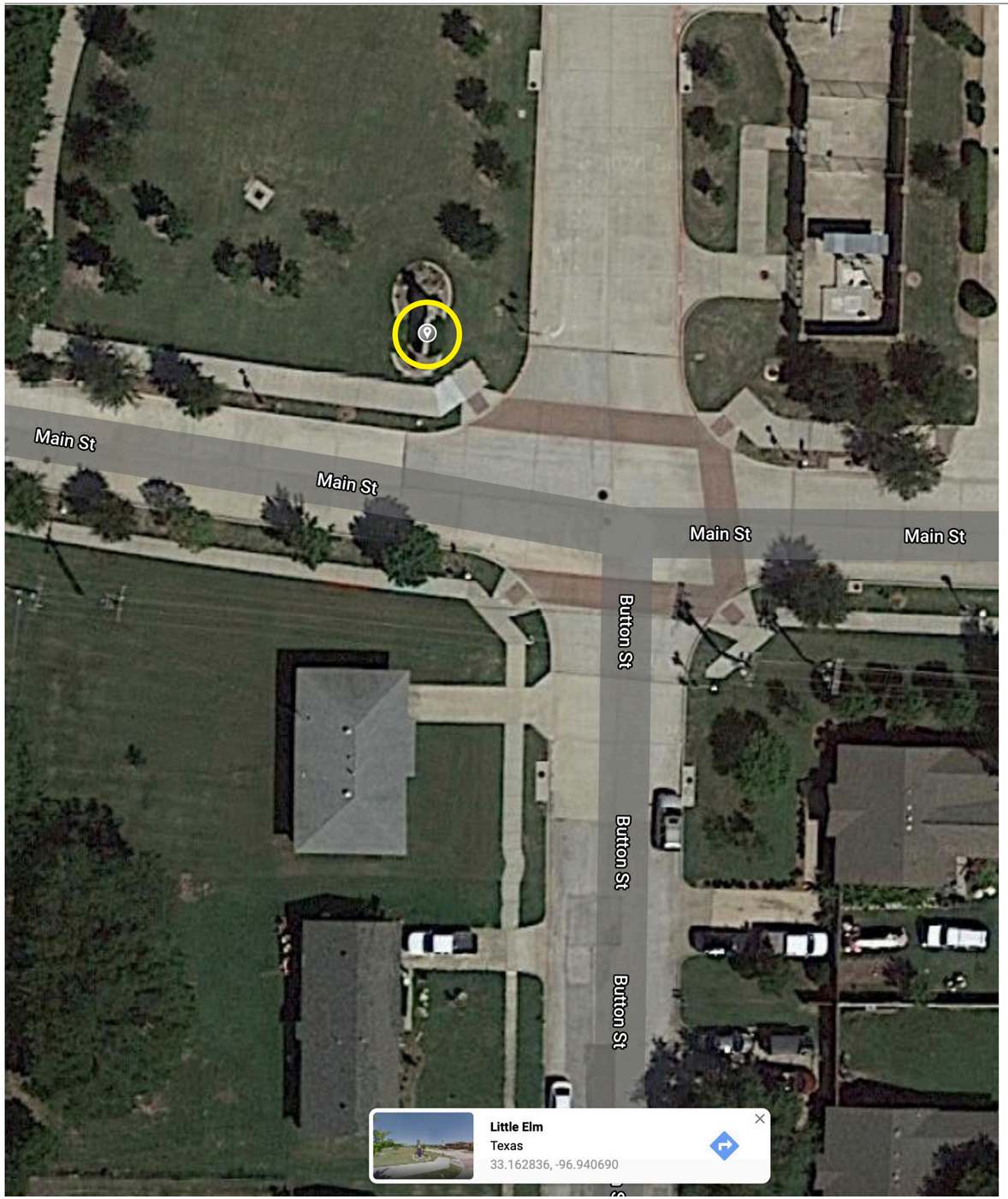
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 48

SHEET NUMBER
SLP 33







ST-102: Destination Identification Monument (Retrofit)

NOTES:
ST-102A/102B

Coordinates:
33.162836, -96.940690

Remove EMC (both sides)

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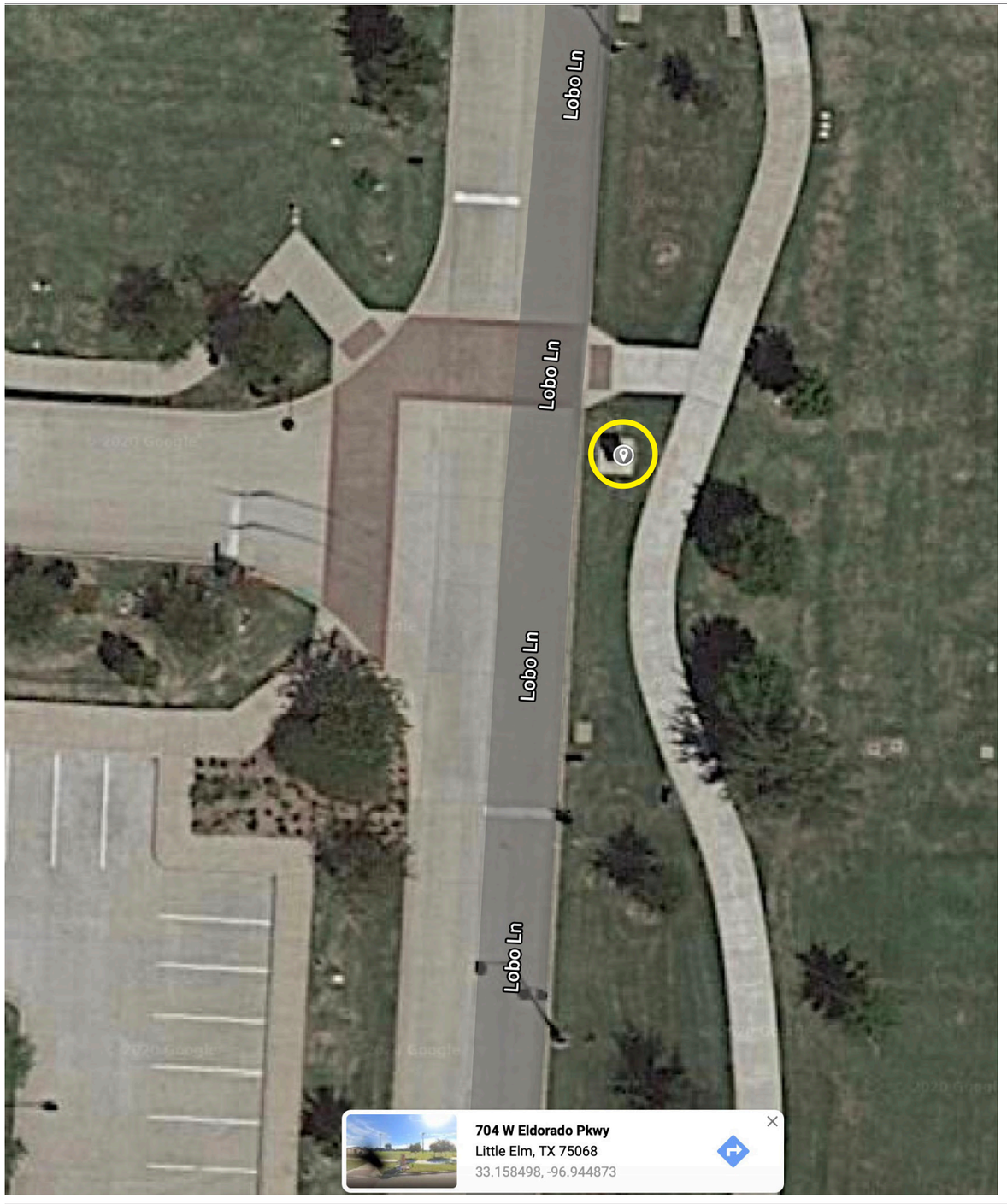
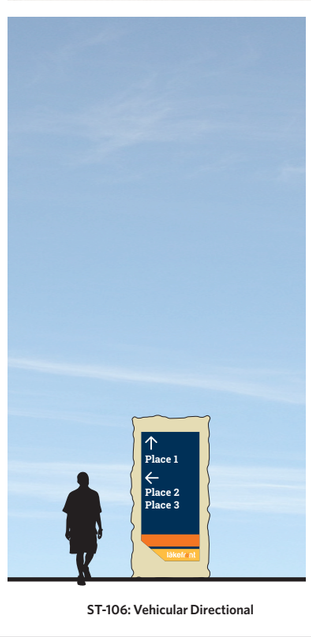
Sign Locations
Location 49

SHEET NUMBER
SLP 34







ST-106: Vehicular Directional

NOTES:
ST-106

Coordinates:
33.158498, -96.944873

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Sign Locations
Location 52

SHEET NUMBER

SLP 35







ST-104L

NOTES:
ST-104L

Coordinates:
33.157452, -96.942608

New pole required

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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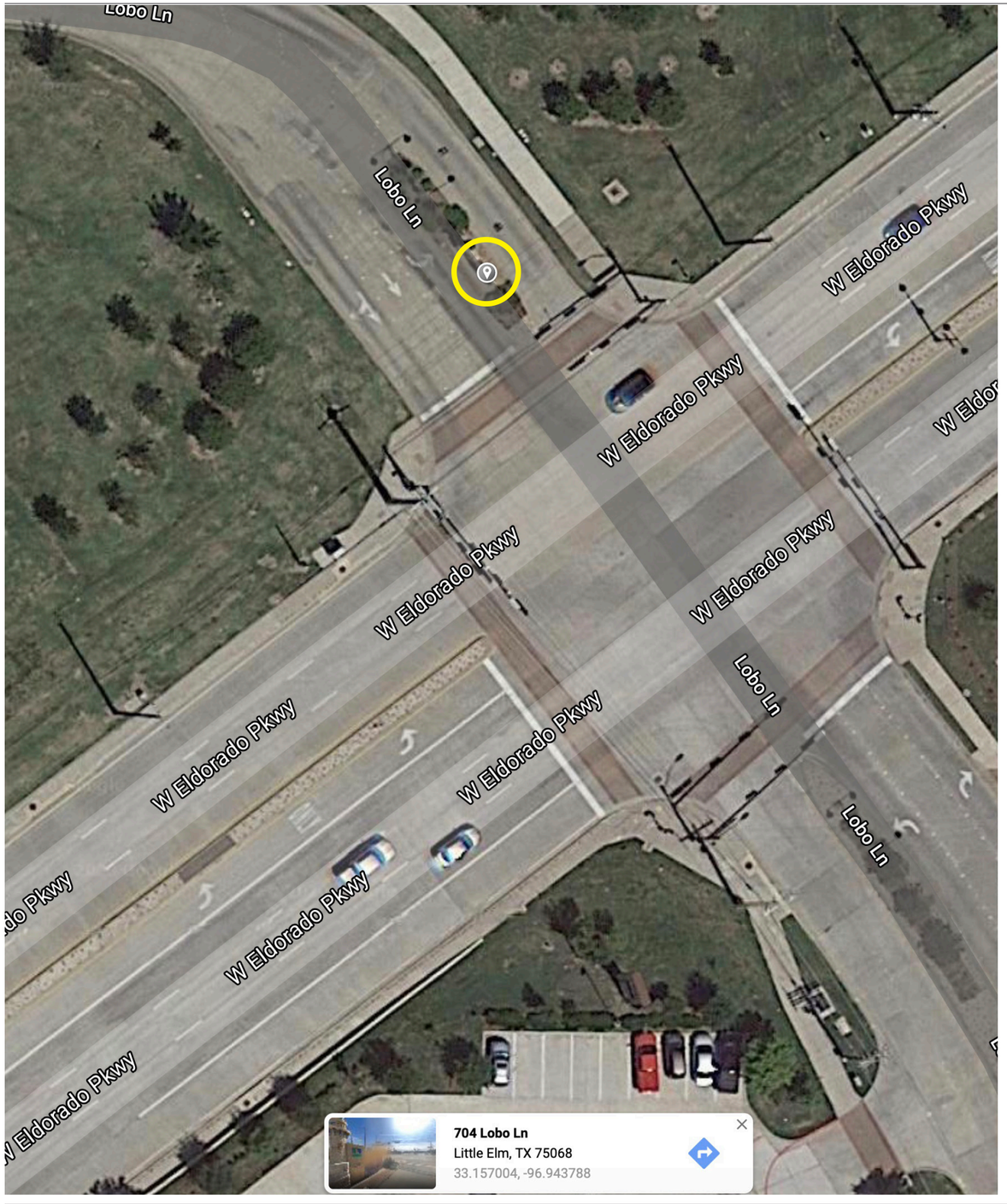
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 56

SHEET NUMBER
SLP 36







ST-102: Destination Identification Monument (Retrofit)

NOTES:
ST-102A/102B

Coordinates:
33.157004, -96.943788

Remove EMC (both sides)

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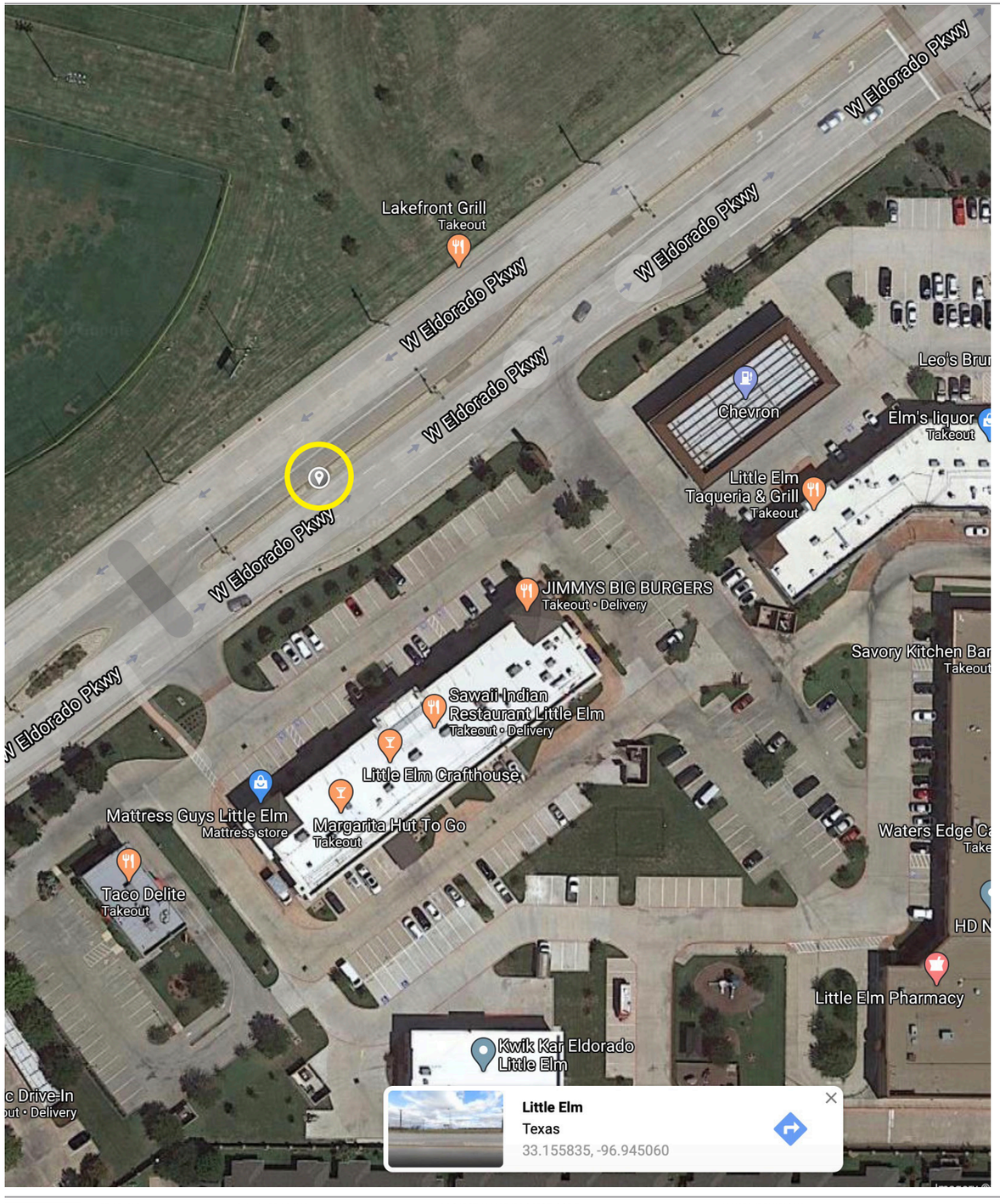
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 57

SHEET NUMBER
SLP 37







ST-104L

NOTES:
ST-104L

Coordinates:
33.155835, -96.945060

New pole required. Center between existing light poles.

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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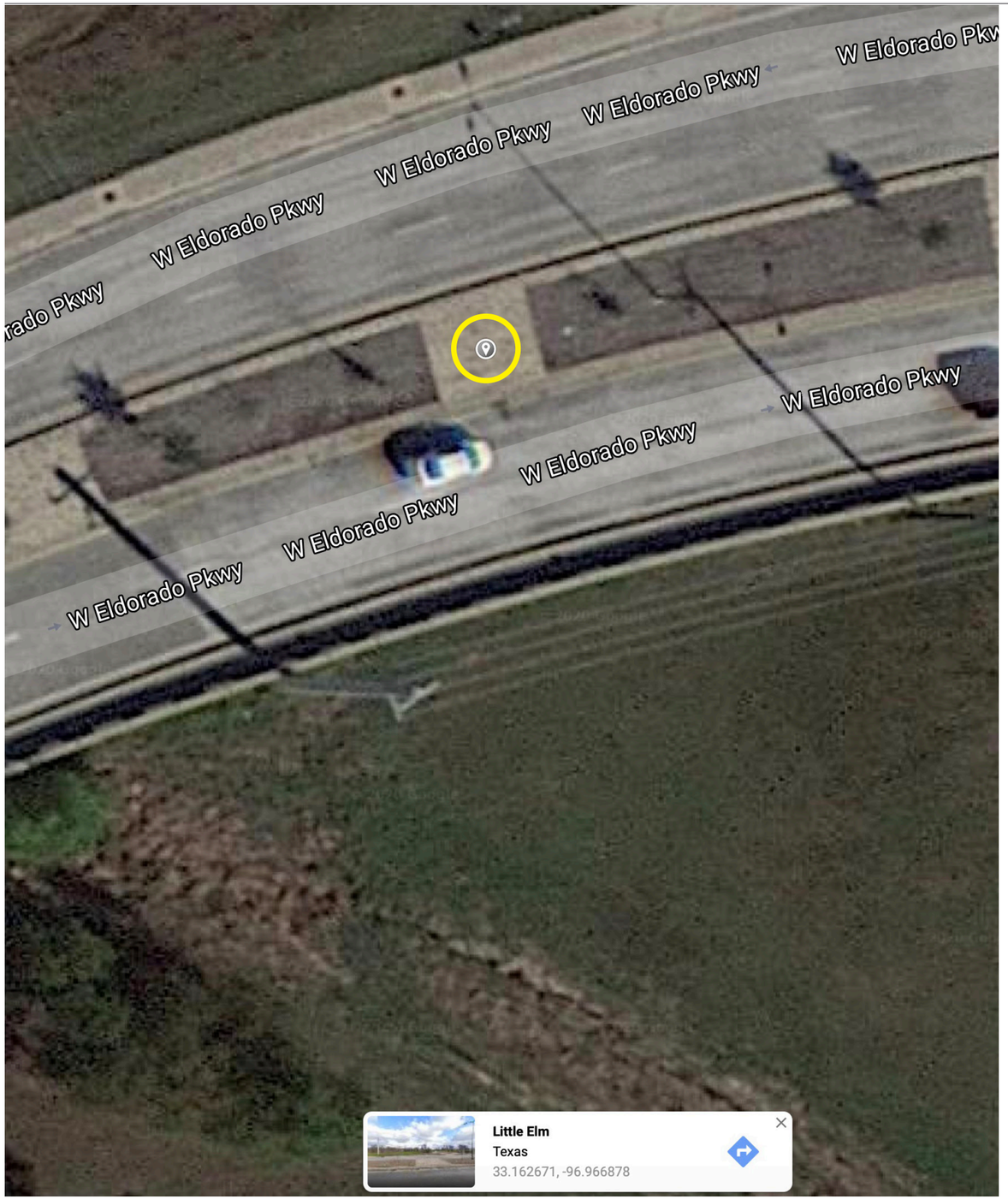
PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 58

SHEET NUMBER
SLP 38







ST-104L

NOTES:
ST-104L

Coordinates:
33.162671, -96.966878

New pole required.

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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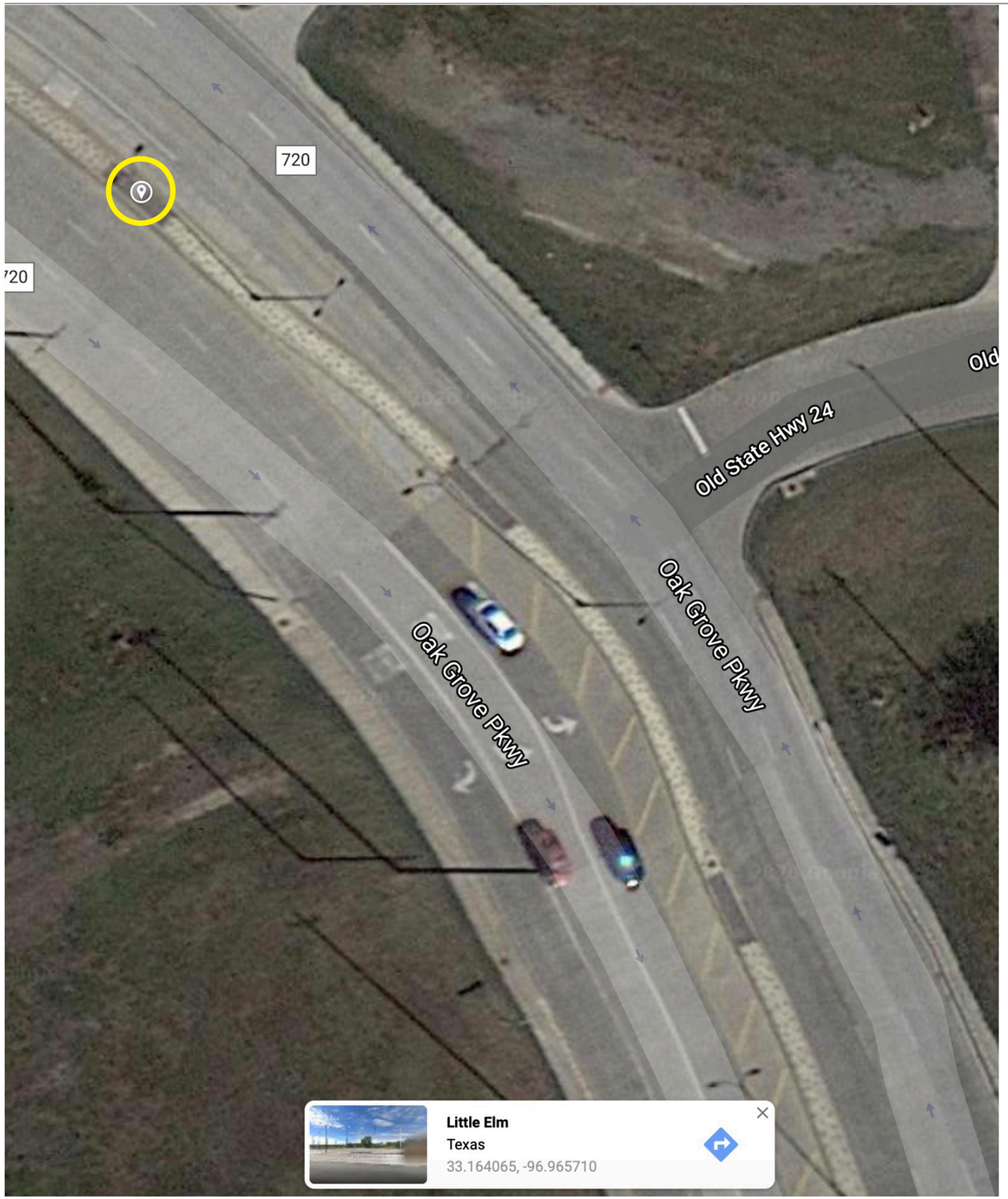
SHEET NUMBER
SLP 39







ST-104L

NOTES:
ST-104L

Coordinates:
33.164065, -96.965710

New pole required.

Distance to existing adjacent traffic control devices, driveways and other physical roadway features to be V.I.F.

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1634 E César Chavez
Austin Texas 78702
512 476 7733
fd2s.com

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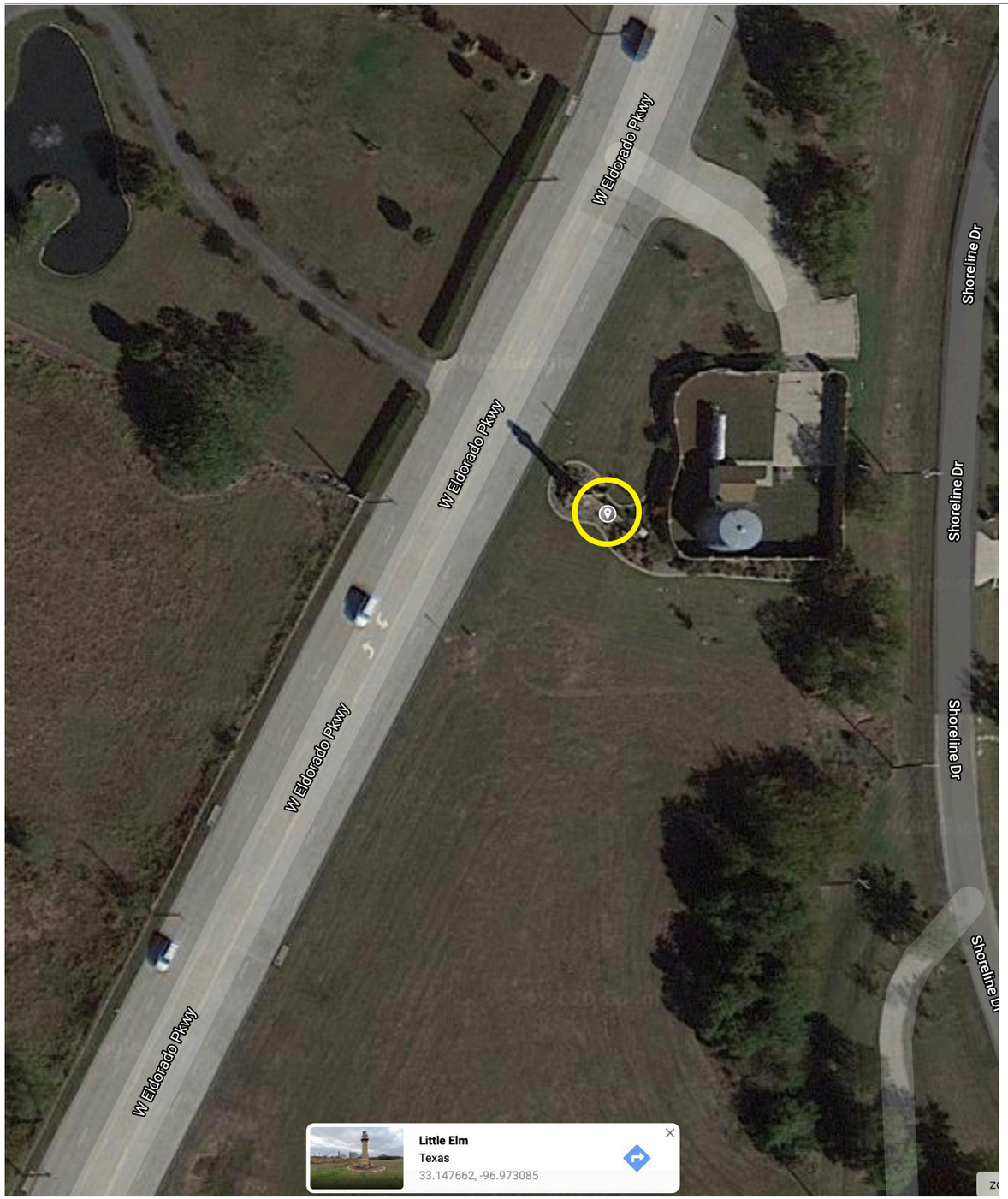
PROJECT NAME/PROJECT CODE
Town of Little Elm
Exterior Wayfinding
19ELM001

ISSUES/REVISIONS

17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 63

SHEET NUMBER
SLP 40







ST-101: Gateway Threshold Monument (Retrofit)

NOTES:
ST-101A

Coordinates:
33.147662, -96.973085

Utilize power from existing flood lights

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PROJECT NAME/PROJECT CODE
Town of Little Elm
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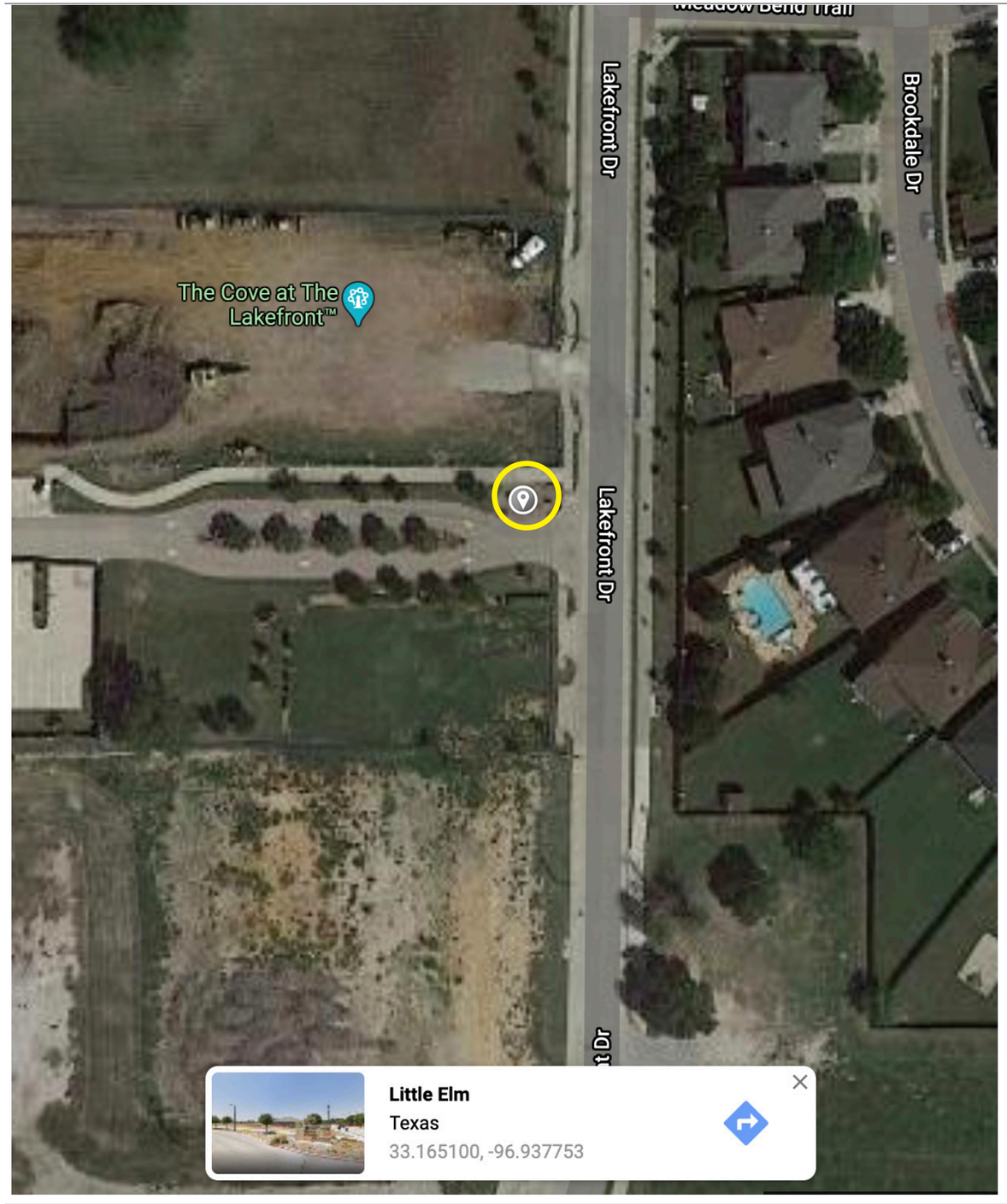
ISSUES/REVISIONS

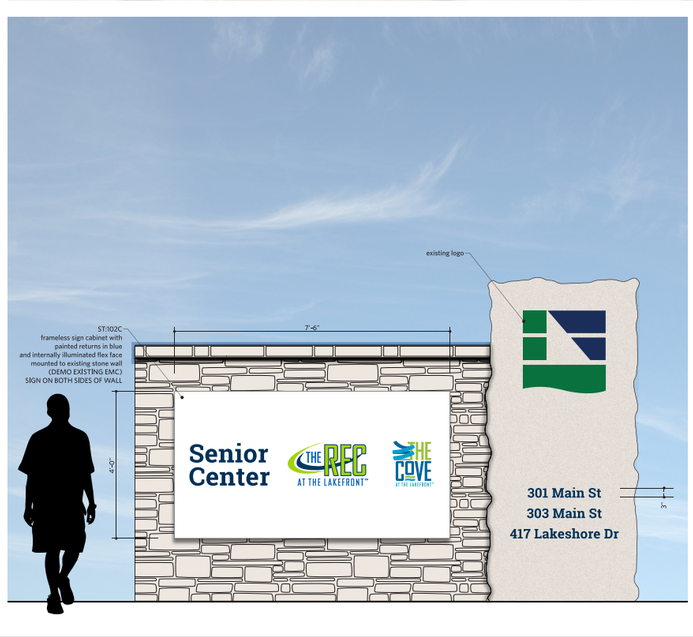
17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE
Sign Locations
Location 65

SHEET NUMBER
SLP 41







NOTES:
ST-102C

Coordinates:
33.165100, -96.937753

Remove EMC (both sides)

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PROJECT NAME/PROJECT CODE

Town of Little Elm
Exterior Wayfinding
19ELM001

ISSUES/REVISIONS

17AUG2020	Initial Programming
27AUG2020	TxDOT Review
23NOV2020	TxDOT Review
16MAR2021	Review

PAGE TITLE / ELEMENT TYPE

Sign Locations
Location 66

SHEET NUMBER

SLP 42

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	5. A.
Department:	Fire
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Paul Rust, Fire Chief

AGENDA ITEM:

Present a **Citizen Certificate of Appreciation to Madelyn Radabaugh for her Swift and Timely Actions which Assisted the Little Elm Fire Department with the Evacuation of Residents during a Structure Fire.**

DESCRIPTION:

The Little Elm Fire Department is presenting a Citizen Certificate of Appreciation to Madelyn Radabaugh for her actions that assisted the department in evacuating a family during a structure fire that occurred on February 25, 2021.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	7. 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 March 2, 2021, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the March 2, 2021, regular meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - March 2, 2021

D R A F T

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

REGULAR TOWN COUNCIL MEETING
TUESDAY MARCH 2, 2021 - 6:00 p.m.

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

Absent: Council Member Curtis Cornelious; Council Member Lisa Norman

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Fred Gibbs, Director of Development Services; Jennette Espinosa, EDC Executive Director; Robert Brown, Town Attorney; Rodney Harrison, Police Chief; Skye Thibodeaux, Planning Manager; Kate Graham, Assistant to the Town Manager; Erin Mudie, Managing Director of Communications

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.

Meeting was called to order at 6:02 p.m.

A. Invocation.

Pastor Brad Sutton gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

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

Council Member Nick Musteen would like to invite our CoServ representative to a meeting to discuss the outages during the blackout and for them to bring with them the maps of the grids they used. Staff will also invite Oncor since a small amount of the Town uses their service.

Mayor David Hillock requested that Council Member Norman's absence be excused tonight.

Mayor David Hillock requested an item be placed on a future agenda to discuss the naming of the new park in the Lakefront.

F. Presentation of Monthly Updates.

Town Manager Matt Mueller stated that the opening of The Cove would be moved from March 6 to March 13 due to the snowstorm. He also stated that several ribbon cuttings and groundbreakings would be occurring in the Lakefront district over the next month and a half.

Additionally, he mentioned that there is some construction that is underway on the beach. This is to build a retaining wall to help control erosion and protect the sidewalk.

Council Member Tony Singh recognized Town staff for their response during the emergency, specifically mentioning that the Town did not have to issue a boil water notice. Town Manager Matt Mueller explained why the Town did not have to issue the notice.

Mayor Pro Tem Neil Blais recognized Erin Mudie and the Communications team on their efforts pushing out proactive information in a timely manner.

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

None.

3. Workshop.

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

Director of Administrative Services/Town Secretary Caitlan Biggs presented an overview of the 2021 Resident Survey. Information is in the attached presentation. No direction was requested or received.

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

Managing Director of Communications Erin Mudie presented options for the logo for the recreation center (presentation attached). She explained the reasoning for the staff-recommended option.

Mayor David Hillock asked if the color palette was the same for these logos as it was for the Lakefront portion of the wayfinding sign program. Mrs. Mudie responded that this palette is complementary to those in the wayfinding sign program.

Mayor Hillock asked if the logo would replace the current sign in the front of the building. Director of Community Services Chad Hyde responded that the logo would be budgeted to be phased in overtime.

Town Council agreed with the staff's recommendation. Staff will bring an item forward for approval on the consent agenda at the next meeting.

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

Director of Community Services Chad Hyde presented a recap of the event (presentation attached). Mr. Hyde discussed some lessons learned on hours and days of operation, as well as being open the week of Thanksgiving. He also discussed the future of the parade due to the construction that will be ongoing in the Lakefront District.

Mayor David Hillock requested staff to look at the numbers and possibly decrease the entry price. Council Member Nick Musteen stated that we missed the printing in Dallas Morning News because we decided to do the event too late and requested that the Town advertise the event earlier.

Mr. Hyde stated that there were other additional elements that could not be done this event due to Covid, but are possible for future years.

Mayor Hillock suggested that the parking pass for residents that are purchased in the summer be made to an annual pass where they would not have to pay for parking at any events throughout the year.

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.

Von Gipson, 713 Sandbox Drive, asked a question regarding plans for expansion of 1385 and also are there plans to make the turn lane more accessible at 380/Union Park Blvd.

6. Consent Agenda

All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

Motion by Council Member Nick Musteen, seconded by Mayor Pro Tem Neil Blais ***to approve the Consent Agenda.***

Vote: 5 - 0 - Unanimously

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.**

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh ***to continue the public hearing to the April 6, 2021 meeting.***

Vote: 5 - 0 - Unanimously

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.**

Motion by Council Member Michael McClellan, seconded by Council Member Tony Singh ***to approve the proposed text amendments.***

Vote: 5 - 0 - Unanimously

Planning Manager Skye Thibodeaux gave an overview of the recommended changes (presentation attached). Mayor Hillock asked where the businesses that are being removed from the definition of business services be placed. Mr. Thibodeaux responded that they would fall under general office uses and do not need SUPs.

Public Hearing Opened: 7:28 p.m.
Public Comments: None
Public Hearing Closed: 7:29 p.m.

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.**

Planning Manager Skye Thibodeaux gave an overview of the request (presentation attached).

Public Hearing Opened: 7:36 p.m.
Public Comments: None
Public Hearing Closed: 7:36 p.m.

Motion by Council Member Tony Singh, seconded by Council Member Michael McClellan ***to approve Ordinance No. 1602.***

Vote: 5 - 0 - Unanimously

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.**

Director of Development Services Fred Gibbs gave an overview of the request (presentation attached). Mayor Hillock suggested staff work with the church to find a way to match the existing structure and address some of the non-conforming elements.

Council Member Michael McClellan abstained from this item.

Public Hearing Opened: 8:15 p.m.
Public Comments: None
Public Hearing Closed: 8:15 p.m.

Motion by Mayor Pro Tem Neil Blais, seconded by Council Member Nick Musteen ***to deny Ordinance No. 1603 without prejudice and waive future application fees.***

Vote: 4 - 0 - Unanimously

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.**

No action taken.

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.

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.
- 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.**

Meeting is adjourned at 8:22 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 16th day of March 2021

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	7. B.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Performance Agreement between 575 Pizzeria-Little Elm, LLC and Little Elm Economic Development Corporation.**

DESCRIPTION:

Below is an overview of the Performance Agreement:

- **Qualified Expenditures:** Developer agrees to provide the EDC required documentation in the minimum amount of **One Million and No/100 Dollars ($1,000,000.00)** by **April 1, 2022.**
- **Certificate of Occupancy:** Developer agrees to obtain a Certificate of Occupancy by **March 1, 2022,** for a minimum of 4,800 square feet space
- **Operate 575 Pizzeria Restaurant:** Developer agrees by **March 1, 2022,** and during the Term of this Agreement to keep open to the general public.
- **Job Creation and Retention:** Developer agrees by **March 1, 2022,** and during the Term of this Agreement to employ and maintain a minimum of forty (40) Full-Time Equivalent Employment positions working at the Property.
- **Chamber of Commerce:** Developer agrees to obtain a Yacht Level Membership or higher prior to opening for business and agrees to maintain said membership for the Term of this Agreement.
- **Performance Conditions:** Developer agrees to make, execute and deliver to the EDC such other promissory notes, instruments, documents and other agreements as the EDC or its attorneys may reasonably request to evidence this Agreement
- **Performance:** Developer agrees to perform and comply with all terms, conditions and provisions set forth in the this Agreement and in all other instruments and agreements between the Developer and the EDC.

BUDGET IMPACT:

Financial Assistance: EDC agrees to submit reimbursement for Qualified Expenditures made by the Developer in the amount of **Four Hundred Thousand and NO/100 Dollars ($400,000.00)** within thirty (30) days of receipt of invoices, receipts, or other documentation in the minimum amount of **One Million and No/100 Dollars ($1,000,000.00)** by **April 1, 2022,** consistent with Section 4(a) of this Agreement, and receives a certificate of occupancy and is open for business consistent with Section 4(b) and 4(c) of this Agreement. This amount will be paid only after the Certificate of Occupancy has been obtained.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Performance Agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between ***575° PIZZERIA - LITTLE ELM, LLC,*** a Texas limited liability company (hereinafter referred to as "Developer"), and the ***LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the "LEEDC"), is made and executed on the following recitals, terms and conditions.

WHEREAS, LEEDC is an economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless LEEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by LEEDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by LEEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to LEEDC for financial assistance necessary for the construction of Qualified Expenditures to be made to the property generally located at 211 E. Eldorado Parkway, Suite 100, Town of Little Elm, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the LEEDC's Board of Directors have determined the financial assistance provided to Developer for the Qualified Expenditures to be made to the Property is consistent with and meets the definition of "project" as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the Town Council of the Town of Little Elm, Texas, to approve all programs and expenditures of the LEEDC, and accordingly this Agreement is not effective until Town Council has approved this project at a Town Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LEEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, and shall continue thereafter until **December 31, 2026**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement**. The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.

(c) **Developer.** The word "Developer" means 575° Pizzeria - Little Elm, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 3350 Olsen, Suite 1400, Amarillo, Texas 79109.

(d) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the LEEDC and Developer.

(e) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(f) **Full-Time Equivalent Employment Position.** The words "Full-Time Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of One Thousand Five Hundred and Sixty (1560) hours of work averaged over a twelve (12) month period.

(g) **LEEDC**. The term "LEEDC" means the Little Elm Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, Texas 75068.

(h) **Property.** The word "Property" means 211 E. Eldorado Parkway, Suite 100, Little Elm,

Texas 75068.

(i) **Qualified Expenditures.** The words "Qualified Expenditures" mean those expenditures consisting of the construction and installation of improvements, consisting of a minimum 4,800 square foot 575° Pizzeria Restaurant located on the Property, and those expenses which otherwise meet the definition of "project" as that term is defined by Section 501.103 of the Act, and the definition of "cost" as that term is defined by Section 501.152 of the Act.

(j) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with LEEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Qualified Expenditures.** Developer covenants and agrees to submit to the LEEDC upon request invoices, receipts, or other documentation of the Qualified Expenditures made to the Property in a form acceptable to the LEEDC prior to any reimbursement. Developer covenants and agrees to provide to the LEEDC upon request said invoices, receipts, or other documentation in the minimum amount of **One Million and No/100 Dollars ($1,000,000.00)** by **April 1, 2022**.

(b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **March 1, 2022,** a Certificate of Occupancy from the Town of Little Elm, Texas, for a minimum of 4,800 square feet of 575° Pizzeria Restaurant space located on the Property.

(c) **Operate 575° Pizzeria Restaurant.** Developer covenants and agrees by **March 1, 2022**, and during the Term of this Agreement to keep open to the general public the 575 Pizzeria Restaurant located on the Property.

(d) **Job Creation and Retention.** Developer covenants and agrees by **March 1, 2022**, and during the Term of this Agreement to employ and maintain a minimum of forty (40) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **April 1, 2023** (for the initial reporting period of March 1, 2022 to February 28, 2023), and during the Term of this Agreement, Developer shall deliver to LEEDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). The Developer covenants and agrees beginning on **April 1, 2023**, and annually thereafter during the Term of this Agreement, there will be a total of **four (4)** Annual Compliance Verifications due and submitted to

LEEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(e) **Chamber of Commerce.** Developer agrees to obtain a Yacht Level membership or higher prior to opening for business (obtained CO) and agrees to maintain said membership for the Term of this Agreement.

(f) **Performance Conditions**. Developer agrees to make, execute and deliver to LEEDC such other promissory notes, instruments, documents and other agreements as LEEDC or its attorneys may reasonably request to evidence this Agreement.

(g) **Performance**. Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and LEEDC.

SECTION 5. AFFIRMATIVE COVENANTS OF LEEDC.

LEEDC covenants and agrees with Developer that, while this Agreement is in effect, LEEDC shall comply with the following terms and conditions:

(a) **Financial Assistance.** LEEDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer in the amount of **Four Hundred Thousand and No/100 Dollars ($400,000.00)** within thirty (30) days of receipt of invoices, receipts, or other documentation in the minimum amount of **One Million and No/100 Dollars ($1,000,000.00)** by **April 1, 2022**, consistent with Section 4(a) of this Agreement, and receives a certificate of occupancy and is open for business consistent with Sections 4(b) and 4(c) of this Agreement.

(b) **Performance**. LEEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between LEEDC and the Developer.

SECTION 6. CESSATION OF ADVANCES.

If LEEDC has made any commitment to provide financial assistance to Developer, whether under this Agreement or under any other agreement, LEEDC shall have no obligation to advance or disburse financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(a) **General Event of Default.** Failure of Developer or LEEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or LEEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and LEEDC is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to LEEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the Town of Little Elm, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from LEEDC and/or Denton County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by LEEDC to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to LEEDC.

SECTION 9. INDEMNIFICATION.

Developer shall indemnify, save, and hold harmless LEEDC, its directors, officers, agents, attorneys, and employees (collectively, the "Indemnitees") from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnitee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of LEEDC's financial assistance by Developer or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which LEEDC is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of LEEDC or Developer to enter into this Agreement; and (iv) any and

all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any Indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Developer shall have no obligation under this Section to LEEDC with respect to any of the foregoing arising out of the gross negligence or willful misconduct of LEEDC or the breach by LEEDC of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnitee, such Indemnitee shall promptly notify Developer, but the failure to so promptly notify Developer shall not affect Developer's obligations under this Section unless such failure materially prejudices Developer's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Developer in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Developer to participate in such contest. Any Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer may be liable for payment of indemnity hereunder shall give Developer written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Developer's concurrence thereto.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments**. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. LEEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to LEEDC:	Little Elm Economic Development Corporation 100 W. Eldorado Parkway Little Elm, Texas 75068 Attn: Jennette Espinosa, Executive Director Telephone: (214) 975-0455
if to Developer:	575° Pizzeria - Little Elm, LLC 3350 Olsen, Suite 1400 Amarillo, Texas 79109 Attn: Brian Kelleher Telephone: (806) 322- 2370

(h) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the LEEDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

LEEDC:

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Ken Eaken, President
Date Signed: _____

ATTEST:

_____
Jennette Espinosa, Executive Director

DEVELOPER:

575° PIZZERIA - LITTLE ELM, LLC,
a Texas limited liability company

By: _____
Brian Kelleher
Title: Owner / Member
Date Signed: 3/5/21

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	7. 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 Aqua-Aerobic Systems Inc. for the Wastewater Treatment Plant (WWTP) Filter System Upgrades.**

DESCRIPTION:

The Wastewater Treatment Plant (WWTP) utilizes a filtration system to remove particulates from the effluent prior to disinfection. The existing filtration system is twelve years old, and we are experiencing regular system breakdowns. The existing electrical control systems are now obsolete and making repairs has become increasingly difficult due to antiquated parts. The system improvement is proprietary and provided by Aqua-Aerobic Systems (a sole source vendor) in the amount of $59,374. The scope of this project will include the replacement of several obsolete electrical components such as microprocessors and Human Machine Interface (HMI) screens. The work is expected to take 1 month from the delivery of the components. Lead time on the components is 14 – 16 business weeks. This filtration system is critical to plant operation and maintaining compliance with the Texas Commission on Environmental Quality (TCEQ) for effluent discharge.

BUDGET IMPACT:

The new filter system is budgeted in the Engineering CIP Bond Fund for WWTP improvements.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Contract

Sole Source Letter

AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Proposal#: 155145

TO: **Little Elm WWTP**
1600 Mark Tree Ln.
Little Elm
TX 75068
USA
ATN: **Tim Walker**
CC: **Bob Russell - Hartwell Environmental**

PROJECT: LITTLE ELM, TX

PROPOSAL DATE: March 4, 2021

The following Notes apply to Aqua-Aerobic Systems' proposal:

- We are pleased to quote, for acceptance within 60 days of this date, prices and terms on goods listed below.
- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with unloading of goods by the Buyer.
- The equipment in this proposal shall be installed by Aqua-Aerobic Systems Field Service personnel.
- This proposal is for the upgrade of the PLC and Operator Interface for the customer's existing (2) filters.

Misc/Spare Parts

Parts for upgrading controls for 2 filters:

- Compactlogix Processor.
- Power supply(s).
- Input card(s)
- Output card(s).
- Analog input card(s).
- Analog output card(s).
- End cap(s).
- CompactLogix remote I/O module(s).
- Ethernet Cable
- Ethernet Terminal Rail Outlet
- PanelView Plus 7 7" color touch screen display(s).

Engineering

1 Set(s) Documentation will be provided as described:

- Operation & Maintenance Manuals (English language).

Installation/Freight

1 Installation Services and Freight Package(s) will be provided as follows:

- Installation of the equipment listed in this proposal.
- Freight to jobsite

The Following Notes apply to Aqua-Aerobic Systems' Proposal:

- We expect shipment of equipment will be completed 14-16 business weeks after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. Service will be scheduled after receipt of purchase order. Scheduled service lead time is dependent upon existing service backlog. Equipment will be shipped prior to the Aqua-Aerobic Service Technician's arrival to site.

Copyright 2019, Aqua-Aerobic Systems, Inc

- F.O.B. ORIGIN; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid resale/ exemption certificate.

- PAYMENT TERMS: Subject to credit approval and guarantee of payment, payment Net 30 days from date of each shipment; no retainage allowed.

- The filters will need to be operated manually by the customer during the controls upgrade. We would estimate that the manual operation would take one 8-hour day per control panel.

- Note: If your Aqua-Disk filters are connected to a plant wide control system and you perform a controls upgrade, then modifications to your plant wide control system may be required to account for new PLC memory addresses in the Aqua-Disk filter controls, and plant wiring changes may be required as well.

GOODS QUOTED ABOVE WILL BE SOLD SUBJECT ONLY TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO.

Total Price: **$59,374**

Parts Portion of Proposal:	$38,074 (includes programming)
Installation labor:	$21,100
Freight:	$ 200
Total:	$59,374

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TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)
Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT
Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION
This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT
Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS
All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES
Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE
Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY
If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION
No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE
No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION
This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

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TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Company: _____

By: _____ **Date:** _____

Offer Respectfully Submitted,

Denise Uchacz

Denise Uchacz, Aftermarket Sales Representative
Aqua-Aerobic Systems, Inc.

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AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

March 4, 2021

Correspondence ID#: AAL/RP -10509

Little Elm WWTP

1600 Mark Tree Lane

Little Elm, Texas 75068 USA

Ph# 214/471-0358

RE: Sole Source Letter - AASI ID# 110342A
Proposals 59222 & 115145

Attn: Tim Walker

Dear Tim,

The Aqua-Aerobic Systems, Inc. (AASI) AquaDisk® Cloth Media Filter is of Aqua-Aerobic proprietary design, fabricated to AASI specifications. Aqua-Aerobic is the exclusive original equipment manufacturer of the AquaDisk® Cloth Media Filter(s) at Little Elm located in Texas. As such, all equipment and components are manufactured to AASI specifications, the exclusive vendor supplier for this equipment; this includes all types of replacement cloths.

If you desire additional information or have any questions regarding this matter, please do not hesitate to contact Denise Uchacz by email duchacz@aqua-aerobic.com or the representative listed below..

Sincerely,

Leann Torrisi
Administrative Assistant - AMS

CC: Hartwell Environmental Corp. / ph#: 817/446-9500 / fx#: 817/446-7200
Bob Russell / brussell@hartwellenv.com

6306 N. Alpine Rd. Loves Park, IL 61111-7655 p 815.654.2501 f 815.654.2508 www.aqua-aerobic.com

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	7. D.
Department:	Community Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Approve the **Recreation Center Rebrand and Logo.**

DESCRIPTION:

At the March 2, 2021, Town Council meeting, staff brought forward an item to rebrand existing Little Elm Community Recreation Center "The Rec at The Lakefront" and included options for a distinct logo for the facility be approved.

Town Council discussed the options and selected staff's recommendation. This logo is attached to this item for approval.

BUDGET IMPACT:

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

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Rec Center Logo - Final


THE REC
AT THE LAKEFRONT™


THE COVE
AT THE LAKEFRONT™

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	7. E.
Department:	Finance
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve a **Professional Services Agreement with Plante & Moran, PLLC for Enterprise Resources Planning (ERP) Selection and Implementation, in the estimated Amount of $75,000.**

DESCRIPTION:

The Town has budgeted to replace the existing Enterprise system (STW) this Fiscal Year. In order to leverage the best possible software offers, as well as seeking the best fit for the Town, staff has recommended contracting with a consultant to provide advisory services for the selection of the new software. This consultant has proposed project assistance in phases. Phase I will include a needs assessment discovery, as well as assistance with RFP development, evaluation, and vendor selection. Optional Phase II, includes software implementation, which will be considered separately for the next fiscal year. Staff is only seeking approval for Phase I at this time.

BUDGET IMPACT:

Funds have been budgeted for in the FY 2020-2021 General Fund.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Plante Moran Proposal

Make the mark.

Town of Little Elm, Texas | January 22, 2021

Advisory Services for Enterprise Resource Planning (ERP) Selection



plante moran | Audit. Tax. Consulting. Wealth Management.

Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

January 22, 2021

Kelly Wilson, Chief Financial Officer
Town of Little Elm, TX
100 W. Eldorado Parkway
Little Elm, Texas 75068

Dear Kelly:

Thank you for the opportunity to present our proposal to provide advisory services for the Enterprise Resource Planning (ERP) Selection project to the Town of Little Elm, Texas ("Town"). We understand the Town initiated an ERP selection project at the beginning of 2020 which was put on hold due to the pandemic. The Town is now ready to resume the project and is seeking assistance from a consultant to support the Town through the remaining selection and implementation processes and provide expertise that will bring value to the Town and this initiative. As one of the largest consulting and accounting firms nationally, with over thirty years of independent ERP evaluation experience, we have extensive experience in serving the public sector. Additionally, Plante Moran's proposed project team brings to this engagement depth of knowledge and experience gained in working with governmental clients in conducting the full lifecycle of ERP system replacement projects. We offer the following benefits:

The Plante Moran Difference: Industry Recognition: A recent independent study of the ERP procurement marketplace in federal, state, and local government conducted by Onvia ranked Plante Moran as the #1 independent consultant for ERP procurement services in the country.

- **Our "one-firm" firm philosophy.** This philosophy is a unifying structure that prioritizes client service over maximizing profits, **allowing you to receive the expertise you need regardless of location**. Our project team is able to bring all of the necessary resources to bear to the Town's ERP project, including but not limited to chart-of-accounts redesign assistance, internal controls review, utility billing expertise, human resource policy review, data analytics design, cybersecurity, and data integration /conversion strategy.
- **Our independence**: Plante Moran provides clients with advice and counsel based on proven technology management practices and solutions rather than vendor relationships. **We are independent of all public sector ERP software providers—**we are not bound by any agreements to recommend certain products.
- **Vendor liaison program**. While maintaining independence from all local government software providers, we facilitate a proactive vendor liaison program to maintain and support a current understanding of the local government ERP system marketplace. This program helps to better understand each solution's key differentiators, the company's long-term strategies for each product, and the solution provider's implementation methodology as well as the target market.
- **Enterprise systems experience**: Plante Moran has been assisting clients with enterprise system-related projects including enterprise resource planning (ERP), enterprise asset management (EAM), enterprise content management (ECM) and similar suites for nearly 40 years. We have a deep understanding of the processes, workflow, and capabilities of solutions available in the marketplace.

- **Proven project approach**. Proven methodology is supported by a robust and flexible set of tools and templates refined through gained through experience with numerous governmental clients, including all aspects of the ERP lifecycle.
- **Significant experience** in performing process re-design and enterprise system technology assessment, selection and/or implementation projects ***for both local/Texas and nationally recognized high performing public sector agencies*** including:
  - City of Georgetown, TX
  - City of Baton Rouge, LA*
  - Ft. Worth, TX ISD
  - City of Pflugerville, TX
  - City of Long Beach, CA*
  - City of Round Rock, TX
  - City of Longview, TX
  - City of Chandler, AZ*
  - City of Mesa, AZ*
  - City of Norfolk, VA*
  - City of Corpus Christi, TX
  - Richardson, TX ISD
  - City of Denton, TX
  - City of Miami, FL*
  - City of Independence, MO*[1]
- **Professional involvement**. Active project professionals who are members of national and local organizations dedicated to improving operations of local government, including GFOA, GFOAT, TASCC, ICMA, PTI, and GMIS.
- **Experienced project team.** Seasoned consultants with proven experience at defining functional requirements for Town process areas including Finance, HR, and Utility Billing as well as identifying integration and interfaces, and developing an application migration plan to transition from the legacy business systems and other shadow systems.
- **Best-practice expertise**. Significant experience in conducting process redesign and recommending best-practices for governmental clients while promoting change management from the initiation of the project.
- **Formal project management**. Expert Project Management Professionals, credentialed by the Project Management Institute (PMI), who leverage PMI's standard methodology on all projects.
- **Significant and recent "Cloud ERP" selection experience.** Members of our proposed team have **recent experience** in providing cloud analysis assistance as part of ERP assessment, selection and implementation projects that have included both upgrades and new implementations for public sector clients.
- **Contract negotiations experience**. We have recently and successfully assisted clients in negotiating contracts with all of the software vendors that you will likely be considering. Through our negotiations process, we have been able to save our clients significant costs and include important protections in the contract to minimize risks associated with implementation and on-going support.

> "Plante Moran provided project management services to Ramsey County in 2017 to implement major process improvement recommendations. The project has high visibility with our Board of Commissioners and a sponsor group that included the Chief Financial Officer, Director of Information Services and Civil Division Director in the County Attorney's Office. Plante Moran successfully bridged the gap in driving to consensus within our organization and delivered critical results that advanced our strategic project initiatives"
>
> -Lee Mehrkens, Retired Director, CFO

[1] Plante Moran clients noted with an asterix (*) were recognized as Government Technology Digital Communities Award Winners in 2019. https://www.govtech.com/dc/digital-cities/Digital-Cities-Survey-2019--Winners-Announced.html

- **Implementation management experience**. Significant experience with assisting clients in implementing many of the ERP systems you will likely be considering in a variety of roles as dictated by the needs of the client.
- **Government accounting experience**. As accountants and advisors to 500+ government agencies, recognized as one of the leading providers of independent, objective advice.

Our over 30 years of experience in ERP selection and dedication to government, along with the quality of our team, qualifies us to provide objective and comprehensive ERP advisory services for the Town of Little Elm. If you have any questions concerning this proposal or need to contact any of the project team members, please call me at 312.602.3539 or via email at Mike.Riffel@plantemoran.com

Very truly yours,
PLANTE & MORAN, PLLC



Mike Riffel, Partner

Rebounding from COVID-19

We care about you, and we care about your business.

Since the COVID-19 outbreak, we've taken serious measures to maintain the highest possible level of client service while protecting our clients, staff, families, and communities. After closing our offices in mid-March, our task force of leaders across the firm monitored, addressed, and mitigated risks presented by the virus, and we've strictly adhered to all guidance presented by the Centers for Disease Control and Prevention, World Health Organization, and other trusted public health officials. As we continue to adapt and adjust, we're taking the following steps to ensure the highest possible level of service while safeguarding the health and wellbeing of our clients and staff:

- **Daily health checks and contact tracing:** We've implemented an internal health check form that asks all staff to confirm daily whether they're working from home or from a Plante Moran office, client site, or other work location. Staff who don't pass the health check are instructed to stay home. Staff who pass the health check and are working in the office or meeting with clients must also complete a contract tracing form. However, in-person activities will continue to be a rarity for the firm in the near term, reserved only for engagements where an on-site visit is deemed essential (for example, facility tours). Our partners must seek approval from firm leadership for these activities, and no staff are permitted to work where there's been a confirmed case of COVID-19.
- **Return-to-office pilot program:** Since July, we've been running a pilot program in two of our smaller offices, reopening them at very limited capacity to Plante Moran staff. We're taking measured steps and proceeding with extreme caution to make informed, strategic decisions about further re-openings. These include a staggered staffing plan and mandatory, firm-provided PPE for all staff. Staff who can effectively work remotely are strongly encouraged to continue doing so.

What this means for Little Elm

Our firm pivoted to a remote work environment smoothly and quickly, and maintaining the highest level of client service remains our imperative. Our staff will continue to work closely with clients, and any necessary adjustments will be made with care and reason. Our firm guidelines will continue to be updated as often as necessary. Here's what you can expect from our team:

- **The right technology in place to perform our work remotely:** Our Client Collaboration Center (see pg. 18) allows our team and yours to securely share and access files 24/7. We'll exercise flexibility in planning an engagement approach that works for your team.
- **Communication that fits your needs:** We'll coordinate video or conference calls with your team at a frequency that meets the needs of your engagement and your preferences.
- **Regular updates on the business impact of COVID-19:** Our COVID-19 Resource Center will keep you updated with relevant economic analysis, crisis management guidelines, notices of changing regulations, and more to support the Town during this time.

If you have any questions, Engagement Partner, Mike Riffel is awaiting your call. **The Town needs a trusted advisor — now more than ever — and we're ready to fulfill that role.**

1. Firm Background and Qualifications

Plante Moran in brief

We are one of the top 20 largest certified public accounting and management consulting firms in the nation. With **a history spanning more than 95 years**, our firm provides clients with financial, human capital, operations improvement, strategic planning, technology selection and implementation, cybersecurity, and family wealth-management services. Plante Moran is a professional limited liability company (PLLC). One hundred percent of the capital used to finance our firm's operating activities (accounts receivable, facilities, etc.) comes from capital maintained within our organization by our equity owners.

Fast facts



1924
Year founded



3,200+
Staff



25
Offices worldwide



25+
Industries served



50
States with clients



170+
Countries with clients



45+
Services available



27
Languages spoken firmwide

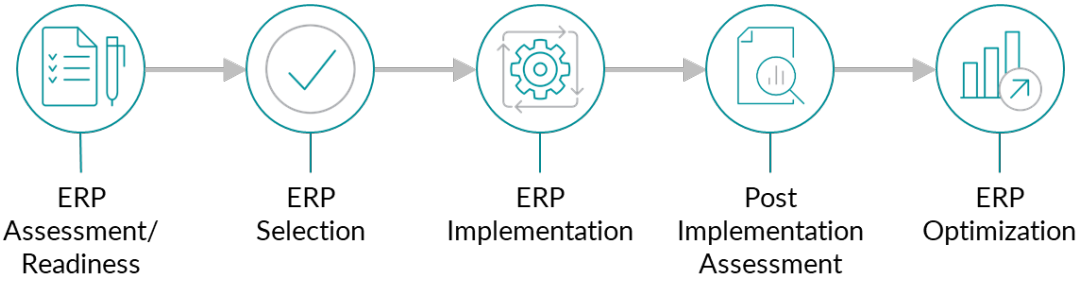
Structured differently — to serve you differently

Our "one-firm" firm philosophy is a unifying structure that prioritizes client service over maximizing profits. Unlike other accounting firms, we don't have office-level profit centers, meaning our offices don't compete. What does that mean for you? It means you receive the collective power of the firm and the expertise you need regardless of location. The result: seamless service, a personal touch, and future-focused thinking. ***This is very impactful for the Town as it allows us to bring all of the necessary resources to bear to the Town's ERP project, including but not limited to chart-of-accounts redesign assistance, utility billing expertise, human resource policy review, data analytics design, cybersecurity, data integration /conversion strategy, emerging technologies deployment preparation, enterprise asset management, community development, court management, or others.***

ERP organization capabilities

The enterprise resource planning (ERP) system specialists on your Plante Moran technology consulting team are **independent, unbiased advisors** who assess your needs and develop a plan that fits your unique requirements. Our ERP team can help you select and implement ERP systems that unite strategies, people, and processes.

Process overview



Assessment and readiness

When conducting an assessment, our ERP specialists inventory your technology, people and process needs and objectives. This analysis enables us to determine where you are getting the most out of your current system and what gaps remain. Based on this assessment, our team will help you build a case of improvement alternatives available to satisfy your needs in the short and long term.

Optimization

As ERP systems introduce more and more improvements, they demand more and more from your IT infrastructure. Our ERP solutions team can examine the full range of your IT architecture and make recommendations on potential upgrades. Our team is also Lean certified and this includes reducing redundancies and waste in processing.

Selection

The **independence of our ERP specialists is invaluable** in cutting through the noise of vendors vying for your business. Our technology consultants are experienced in developing RFPs that reflect your needs, as well as incorporating the scale of solution and deployment methods (on premise vs cloud) that are in alignment with your strategic goals. Our team will then review the completed proposals to measure how well they align with your requirements. Our independence and experience also enable us to evaluate and negotiate contracts without bias to reduce your cost and risk.

Implementation

Whether you are implementing a new system or upgrading your current system, our ERP implementation specialists can help you through each phase of the process. Our team brings deep application software and infrastructure expertise to every implementation. We use a project management methodology that systematically defines the scope of the project and the roles of everyone involved along with a timeline and checkpoints to ensure we complete the implementation on time and within budget.

Post implementation assessment

ERP providers are continually upgrading their systems and delivery methods. You can collaborate with our ERP system specialists to make sure that your solution is providing the highest level of reliability and cost savings.

Enterprise software system selection qualifications

During our four decades of conducting enterprise system selections, we have developed an extensive set of tools, templates, and methods to streamline a selection project while ensuring we maintain that the integrity and thoroughness of the process.

Managing and optimizing enterprise systems, individually and as a whole, is a continuous and dynamic process necessary for improving ROI, efficiency, and control across your organization. Our tailored, systematic approach

prevents costly customizations and workarounds. It brings you closer to meeting the objectives for your IT investments while also reducing risk.

Our management consultants bring expertise to bear on multiple enterprise systems that support multiple lines of business within a County-based organization, including:



Complete independence from the ERP vendor marketplace

Plante Moran provides clients with advice and counsel based on proven technology management practices and solutions rather than vendor relationships. We are independent of all public sector ERP software providers—we are not bound by any agreements to recommend certain products. Through our numerous system selection and implementation projects, we have gained significant experience and knowledge of providers of municipal software solutions for governmental entities and the pros/cons of their solutions. Overall, it is our goal to help our clients select the software solution(s) that best meets their requirements now and, in the years, to come.

Vendor liaison program (VLP) and marketplace awareness

Over the past 30+ years, we have become intimately familiar with the segment of the software marketplace that is specifically focused on providing enterprise resource planning (ERP) software for all lines of business to the public sector and, more specifically, to clients of the size and sophistication as the Town. Currently we employ a Vendor Liaison program, where Plante Moran staff monitor specific vendor in order to:

- Develop and maintain an understanding of ERP vendor current and future products and services
- Improve the way in which we conduct our selection and implementation management services
- Understand the vendor's market position
- Track mergers, acquisitions and major announcements associated with these vendors
- Track significant sales accomplished by these vendors

As a result of the VLP, we have extensive knowledge of the functionality, vendor background, pricing, contract terms, integration, services and other aspects of the public sector software marketplace. Even before due diligence, we will leverage the knowledge we have obtained of the marketplace (via our Vendor Liaison Program and past client experience) to provide timely and value-added guidance to the Town. Overall, it is our goal to be a trusted advisor to the Town throughout the duration of the project.

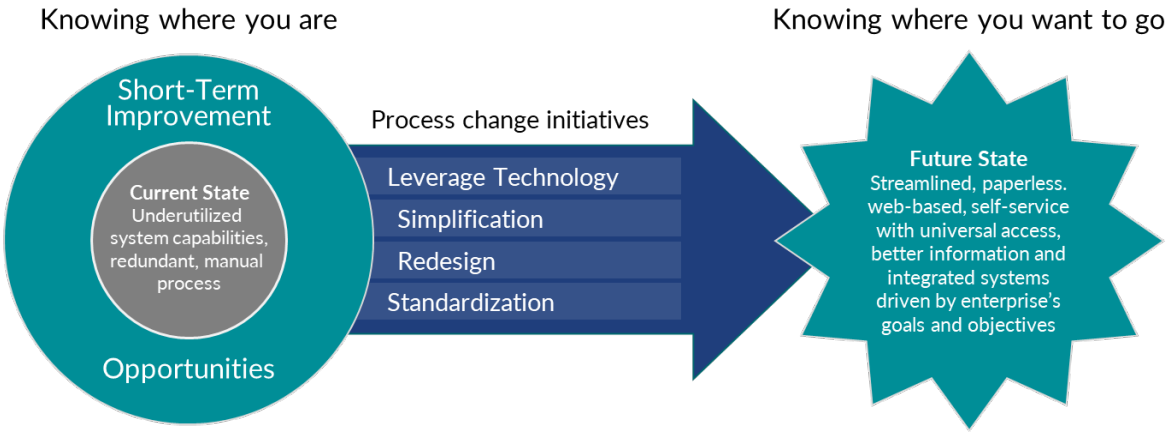
Finding the solution right fit for our clients

Overall, it is our goal for our clients to find the solution that best meets their current and future needs. As a result, our clients have selected a wide variety of government focused ERP solutions over the years. A listing of products that have been selected by our clients over the last five (5) years in which we have also assisted in negotiating contracts and providing implementation assistance are as follows:

- Oracle PeopleSoft
- Oracle EBS
- Oracle Cloud ERP
- SAP
- Workday
- Infor CloudSuite
- Infor Lawson
- Microsoft Dynamics AX
- CGI Advantage
- Microsoft Dynamics 360
- Tyler Munis
- Tyler Incode
- Tyler EnerGov
- Tyler Executime
- Tyler/New World Systems
- Kronos
- Asset Works
- MS Govern
- Sympro
- Time Force
- Trapeze
- NEOGOV
- CentralSquare OneSolution
- BS&A Software
- iNovah
- ADP
- OpenGov

Business process improvement focus

Plante Moran focuses on improving the efficiency and effectiveness of the public sector. For nearly thirty years, we have provided state and local governments with project management, business analysis, and business process improvement services. Business process and change management services can support the implementation of a new strategic set of goals and objectives. Process change initiatives are critical to transition a new organization, and the people, to a new future state.



Our business process optimization involves the redesign or validation of existing business processes to:

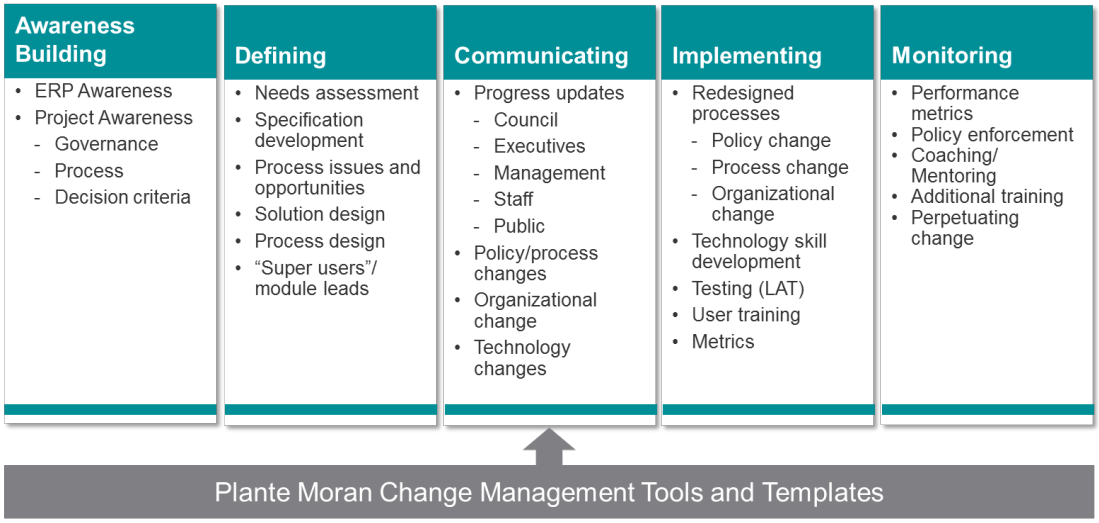
- Align them with organizational goals
- Improve productivity
- Effectively leverage the functionality of available technology

The resulting improvements using this approach will result in increased productivity, efficiency and service delivery to strengthen accountability and help to mitigate risk.

Organizational change management approach

Nearly all of the ERP replacement projects will include a significant level of change that impacts the client's organization. We recognize that these changes come with many challenges and are often crucial to the success of a project. Therefore, we have embedded varying levels of formal and informal change management activities within our project methodology to manage change effectively throughout the duration of the project.

Below represents our change management tools and templates that we incorporate throughout all phases of our projects.



Critical success factors

As a firm, we bring a number of tools, methodologies, and technology to enhance the ability for a successful project as follows:

Staff Capabilities	We will be assigning senior-level staff to the project that have conducted numerous engagements similar to what is requested by the Town for a significant number of clients over a long period of time.
Leveraging of Previous Tools and Templates	Having performed a number of ERP software needs assessments, RFP developments, selections, and implementation assistance, we bring a significant number of project tools and templates that have been used on previous projects and can be brought to bear for the Town to expedite the execution of the project including:

- Project Charter Template
- Application Migration and Integration Matrices
- Process Owner and End-User Interview Questionnaires
- ERP Needs Assessment (sub) Process Checklist
- Vendor Selection Criteria Matrices
- Vendor Demonstration Script Templates
- Vendor Background Questionnaire
- Best Practice ERP System Specifications
- ERP Implementation Cost Categories
- Best Practice ERP Software RFP materials
- Best Practice ERP Software Contractual Terms and Conditions
- Seven Year Financial Impact Analysis
- Vendor Proposal Analysis Template
- Vendor Demonstration Scoring Sheets
- Statement of Work Template
- Detailed Implementation Management Checklist

Client satisfaction and project success commitment

Our consultants and, more importantly, senior staff on our project team take significant pride and ownership in ensuring that the services provided to our clients achieve the highest level of satisfaction and quality results. Our consultants are engaged with all levels of staff from executive sponsors to line staff who are executing the various ERP related processes. Evidence of our ability to take leadership and ownership of the project's success is exhibited in a number of ways as follows:

> ***The Plante Moran Difference: Negotiating Power***
>
> We have recently negotiated contracts will all of the major ERP software providers the Town will be considering and can identify additional leverage points and vendor concessions.

- Clients for whom we have provided ERP selection services are increasingly requesting us to stay on to provide assistance with ERP implementation management services
- We have been involved with a number of clients performing multiple software engagements for ERP and other software selection projects

Additional steps that we perform to achieve client satisfaction are as follows:

- Frequent communication with the client through status meetings and other methods of communication
- Significant project management capabilities to ensure that the project is completed on time and within budget and achieves the overall goals and objectives of the project
- Staff will be assigned to the project that have significant experience in other public sector ERP-related projects from needs assessment through implementation management who also have deep knowledge of municipal operations

Risk Assessment Services

Our RAAS practice has more than 120 highly experienced consulting and IT professionals who are 100 percent dedicated to providing internal audit, risk, and compliance consulting. As a part of our management consulting service area, the RAAS practice is completely autonomous of our assurance, tax, and wealth management service area. Our recruitment process targets candidates who have extensive experience in private and public companies across a variety of industries. Our RAAS team averages more than 13 years of experience providing internal control consulting services, with deep experience in the following consulting services:

- Internal audit co-sourcing and outsourcing
- Management of internal audit departments
- Developing risk assessment models
- Enterprise risk management (ERM)
- Organization risk assessments
- Quality assurance reviews (QAR)
- Establishing ethic hotlines
- Efficiency and effectiveness reviews
- Business process design, re-engineering and implementation

The majority of the RAAS team members are credentialed in one or more of the following:

- CPA – Certified Public Accountant
- CIA – Certified Internal Auditor
- CFM – Certified Financial Manager
- CICA – Certified Internal Control Auditor
- MBA – Master's in Business Administration
- MPA – Master of Public Policy Analysis and Administration
- PMP – Project Management Professional

Additionally, Plante Moran has deep experience auditing a wide variety of accounting Enterprise Resource Planning (ERP) systems and related applications. Listed below are a sample of recent ERP Systems and Applications we have worked with:

ERP Systems	Applications
• Infor/Lawson	• Blackline Reconciliation Systems
• Oracle Net Suites	• Aptify Revenue Systems
• SAP	• Personify Revenue Systems
• Microsoft Dynamics (GP, SOL, AX, and NAV)	• TicketReturn Point-of-Sale
• PeopleSoft	• Sierra – Acquisition Systems (Library)
• Ellucian – Banner	• Various Third Party Payroll Systems
• Blackbaud – Financial Edge and Raisers Edge	• Sequoia Point-of-Sale (Bookstore)
• Intact	

PMGAP services

Our partnership starts by identifying your distinct accounting needs, be it an immediate interim solution or longer-term outsourced accounting support. Our accounting consultants will quickly become a seamless extension of your key functional areas, providing the expertise to support your mission.

- **Accounting support.** During complex ERP engagements, we recommend that clients consider backfilling positions. Our experienced team will meet your accounting needs for bank reconciliations, month-end close assistance, audit preparation, financial reporting support, and budget creation. Interim staffing support roles include accountant, analyst, controller, and finance director.
- **Accounting outsourcing.** Sometimes during the business process review, we identify nonmunicipal experience tasks that can be outsourced. Our certified team members can assume those duties including using cloud-based systems, so you always have access to accurate, real-time information.
- **Financial transformation.** We work with you to analyze, develop, and implement processes and identify risks and needed internal controls.
- **Financial planning and analysis.** We develop tools that clients can leverage for long-term value—from forecasting, budgeting, and cash flow projections, to reporting function development.
- **Special projects.** We help you develop policy and procedure documentation to meet requirements and ensure compliance. Our narratives and flowchart diagrams give you a reliable day-to-day reference.

Data analytics

Plante Moran has a long track record of helping state and local governmental and educational entities with developing and enhancing data warehouse, business intelligence, data visualization, and advanced analytics capabilities. Our vendor-neutral approach ensures that our clients receive the unbiased advice necessary to select the correct technologies to meet the unique needs of an organization. The specialists within Plante Moran's Business Analytics practice are positioned to provide these services:

The Plante Moran Difference: Business Analytics Focus

Our methodologies are based on the premise that the Town will want to leverage enterprise system data as a tool for decision making. Our business analytics team will provide guidance to the Town on getting the most out of the data being captured in the future financial system.

- Analytics assessments
- Strategy and roadmap development
- Analytics software evaluation and selection
- Data warehouse, business intelligence, and data visualization design, implementation, and support
- Master Data Management implementation and mentoring
- Data governance implementation and mentoring
- Analytics project management and vendor management

Infrastructure consulting and technology design

Plante Moran's IT Infrastructure specialists have assisted numerous clients in many aspects of communications planning and implementation. Many of our activities and efforts in this practice area are devoted to helping clients identify and realize improvement opportunities by creating stable, robust, and secure network environments necessary to offer enhanced services to constituents. Specific services provided by our consultants are designed to develop these opportunities, including:

- Strategic communications planning
- Wireless planning and assessments
- Enterprise-wide network design and deployment
- Design of VoIP and legacy-based voice solutions
- Design of video over IP and analog video distribution and production solutions
- Identification of cost reduction opportunities in areas such as equipment, network, local and long-distance calling, cabling, and maintenance
- Identification of service and feature improvement opportunities in the existing system or through the implementation of more appropriate technology
- Development of bid specifications through complete needs analysis for the implementation of large-scale wide-area networks (including wireless), voice solutions, and video solutions
- Product and vendor analysis and final recommendation
- Contract negotiation, implementation management, and final payment audit
- Ongoing management support for move and change activity, multivendor coordination, and troubleshooting

Specific areas of focus include:

- Network infrastructure – wired and wireless
- Cable plant
- Wide area networks
- Server and storage
- Virtualization technologies
- Voice/telephony
- Video production video surveillance
- Door access control
- Datacenter design
- Managed services
- Cloud computing
- Collaboration technologies

Cybersecurity services

Public organizations have to leverage their information technology systems to maximize service efficiency, while also effectively controlling and securing their information assets as well as their constituents' private data. The technology landscape is rapidly changing with the introduction of cloud computing, mobile technology, open-source development, software-as-a-solution, and social media. As a result, organizations need to evolve their security and control frameworks to keep pace and stay secure. When your goal is to provide a secure, well-controlled IT environment, Plante Moran can assist with the following:

Cyber Governance

- NIST Cybersecurity Standards
- COSO/COBIT Standards
- SANs Top 20 Security Controls
- Security awareness
- Cyber incident response planning
- BCP/DRP
- 7-point Cybersecurity Assessment

Security Risk Assessments

- Data & Application Mapping
- Vendor Management
- Threat Analysis
- Controls Mapping
- Maturity Models
- Risk-based IT Audit Planning
- Cybersecurity Program

SOC Examinations

- Readiness assessment
- SOC 1
- SOC 2
- SOC 3
- SOC for cybersecurity
- Privacy reviews

IT Audits

- General controls review (access, physical, operational controls)
- Application controls assessment (SAP, Oracle, PeopleSoft and others)
- User access reviews
- ERP security & controls
- Pre/Post-implementation controls review

Attack & Penetration

- Penetration testing
- Infrastructure security assessment
- Vulnerability assessment services
- Social engineering tests
- Web application security
- Database security
- Wireless security
- Virtualization security
- Cloud computing security
- Mobile device security

Security Compliance

- Sarbanes-Oxley, PCI DSS and HITRUST
- ISO27001 Security Standards
- Privacy regulations (HIPAA/HITECH, GLBA, FERPA, GDPR, etc.)

Current and emerging technologies expertise

In addition to offering a full range of services for current technologies, we have various groups within the practice evaluating opportunities to leverage emerging and disruptive technologies that may have applicability to our public sector clients, including aspects of ERP systems.

- **Systems integration and data analytics.** You have more data at your fingertips than ever before—but what does it all mean? As data scientists, we'll help you create order from the chaos that stands between you and better data-driven decisions. We can review the maturity of your current analytics environment and provide a tactical roadmap for improvement, leveraging the Town's planned new technologies and systems. This roadmap would help you transform your data into a highly valuable strategic asset by prioritizing analytics investments that align with your strategic vision; develop the capabilities of your people, processes, and technology; and strengthen data governance across your organization. We will consider the following:
    - Data analytics strategic vision
    - Analytics staff skill level
    - Best practice analytics processes
    - Data analytics tools and infrastructure
    - Data governance
- **Information security.** Using best practice security frameworks, we can analyze the Town's information security environment, including potential vulnerabilities associated with the implementation of new technologies and systems. We can evaluate associated risks in order to determine the overall impact to the organization and build an overall picture of the security management of IT resources.
- **Blockchain.** We have become a leader in facilitating conversation and debate among our clients on the benefits, risks, and considerations of what may be the most disruptive technology advancement since the internet—blockchain. We have published the following thought leadership articles on the potential impacts to the manufacturing, automotive, healthcare, and other industries.
    - The fright factor of blockchain
    - How can healthcare harness the potential disruption of blockchain?
    - Blockchain disruption: Are manufacturers ready?
- **Robotics process automation (RPA).** Opportunities exist with RPA to bridge legacy technologies to newer technologies during the transition or to better optimize existing technologies through the automation of redundant, value-added tasks.
- **Cloud technologies.** There has been a large shift in the use of cloud technologies away from on-premise hosting of ERP solutions with a number of service options to consider when migrating to the cloud.
- **Artificial intelligence.** Use cases are being developed in which to leverage AI for automating previously manual processes, such as expense management and sourcing of recruits, to name a few.

Thought leadership

We take pride in our commitment to the public sector and our clients' success. As a result, we contribute significant thought leadership to the industry throughout the year. Examples of our recent thought leadership—available on our website or by request—include:



Webinars

- Cybersecurity for the public sector: You have been hacked – now what?



Articles

- Keep IT right-sized through growth and change
- Must-consider technologies to



Whitepapers and case studies

- Seven-point cybersecurity assessment

- Cutting through the data analytics hype
- Best-in-class approaches to ERP strategy and performance
- Blockchain and cryptocurrency
- Fraud and use of data analytics to detect fraud
- Staying secure when transforming to a digital government
- Managing risk within a governmental setting
- disrupt your status quo
- Protect your digital assets with these cybersecurity best practices
- 12 signs your business needs to replace its ERP system
- Implementing an ERP system: Strengthen controls to prevent fraud
- The devil is in the data: Optimizing value in the digital age
- Technology assessment and EAM vendor evaluation
- Enterprise asset management: Strategizing equipment & infrastructure investments
- Public enterprise resource planning

Recent relevant National experience – Selected local municipalities

Plante Moran has been providing enterprise system needs assessment, software selection, and implementation consulting services to governmental clients of all sizes for over 30 years, which we believe is ***the most years of continuous municipal software consulting experience of any firm providing similar services to the public sector.*** Below are a few examples of some of our recent local municipality government clients:

Client name	Population	Project title	Legacy system	Replacement system
Elk Grove Village, IL	32,942	Enterprise Resource Planning System Selection and Implementation	HTE	Tyler Munis, Executime
City of Wauwatosa, WI	47,971	Enterprise System Replacement	GEMS	Tyler Munis, EnerGov
Village of Arlington Heights, IL	75,482	ERP System Selection	HTE	TBD
City of O'Fallon, MO	88,472	Enterprise System Needs Assessment, Selection, and Implementation Management	Tyler Incode	Tyler Munis, EnerGov
City of Alexandria, VA	155,810	Enterprise Needs Assessment and Selection	Custom	Tyler
City of St. Louis, MO	319,000	Enterprise System Assessment and Selection	Custom	Oracle ERP Cloud
City of Cleveland, OH	385,809	Enterprise System Consulting Services	Oracle PeopleSoft	CGI Advantage
City of Baton Rouge, LA	229,000	Enterprise System Consulting Services	Custom	Tyler
City of Ft. Lauderdale, FL	178,752	Enterprise System Selection Services	FAMIS, Cyborg, Kronos	Infor
City of Miami, FL	463,347	ERP Needs Assessment Project	Oracle EBS	TBD
City of Grand Rapids, MI	196,445	Enterprise System Needs Assessment and Selection	Great Plains Dynamics, Vista	CGI Advantage 360
City of Hollywood, FL	154,000	Enterprise System Selection Services	GEMS	Oracle ERP Cloud
City of Long Beach, CA	470,130	Enterprise System Consulting Services	FAMIS	Tyler Munis
City of Mesa, AZ	484,587	Enterprise System Consulting Services	Custom and Oracle	CGI Advantage

Recent relevant Texas experience

Below is a list of recent projects with a scope similar to the Town's proposed scope. Additionally, we have provided the description of the scope, dates for each project, existing and proposed software solution, and services provided, including needs assessment, requirements gathering, RFP development; evaluation criteria, software selection assistance, contract negotiations, and implementation assistance.

Client Name	ST	Project Title	Start Date	End Date	Needs Assessment	Requirement Gathering & RFP Development	Evaluation Criteria & Solution Selection Assistance	Contract Negotiations	Implementation Assistance	Process Mapping	Legacy System	New System
Gulf Coast Water Authority	TX	Financial and Capital Consulting Services	Nov-19	Apr-20	✓						STW	TBD
City of Pflugerville	TX	ERP Consulting Services	Oct-20	In-Process	✓	✓	✓	✓		✓	Tyler Incode	TBD
City of Longview	TX	ERP Consulting Services	Nov-17	Jun-19	✓	✓	✓	✓			Tyler Eden	Tyler Munis & TimeClock Plus
City of Georgetown	TX	ERP Consulting Services	Nov-16	Sep-18	✓	✓	✓	✓		✓	Tyler InCode	Workday
Montgomery County	TX	Financial System Consulting Services	Oct-15	Jun-19	✓	✓	✓	✓	✓	✓	Superion Pentamation	Infor
New Braunfels Utilities	TX	FMS Consulting Services	Dec-12	Aug-16	✓	✓	✓	✓	✓	✓	Superion HTE	Tyler New World
City of Corpus Christi	TX	ERP Consulting Services	Jul-12	Jun-13	✓	✓	✓	✓			Oracle PeopleSoft	Infor

2. Key Personnel

As a firm with over 3,200 staff members, and over 400 dedicated to management consulting, we have deep resources to bring support to the Town's project. Our staffing approach is designed to assign personnel to areas of the project where their expertise is needed, bringing in subject matter experts and additional analysts as needed.

The core Plante Moran project team members proposed for this engagement have been selected for their significant experience in the needs assessment, selection, and implementation of municipal ERP systems and for their expertise in related municipal operations, including finance and accounting, budgeting, utility billing, purchasing, fixed assets, payroll, human resources, content management, and general administration. All of the proposed team members have worked together on a number of previous ERP consulting services engagements for municipal clients.

The Plante Moran Difference: Public Sector Dedication: Because our firm is organized by industry (not by office or region), you'll always be served by specialists who have dedicated their careers to serving public sector entities, including municipalities, airports, state government agencies, transit authorities, special district operations, water and sewer authorities, and public library systems.

The following provides the roles of our proposed Plante Moran team members. ***Detailed resumes for each team member can be found in Appendix A of the proposal.***

Mike Riffel, the proposed engagement partner, is the primary contact and his contact information is:

Chicago - Riverside Plaza | 10 South Riverside Plaza, Chicago, IL 60606-3770 | Phone: 312.602.3539
Email: Mike.Riffel@plantemoran.com

Team Member	Project Role	Relevant Expertise
Mike Riffel, MPA, CGCIO	**Engagement Partner** Mike will have overall responsibilities for ensuring that the project is completed within schedule and budget and that all project deliverables meet the required quality standards. Will assist with contract negotiations.	Mike has over 15 years of experience serving governmental agencies to conduct technology assessments, selections, and implementations. He has been with Plante Moran for ten years. Provides ERP strategy and marketplace analysis and professional advisory services on how the Town should proceed with procuring and deploying an ERP solution.
Mark Richards	**Conversion and Data Migration Advisor** Mark will advise on the conversion and data migration strategy as well as the overall data management approach. Mark is based out of the Austin, TX area.	Mark has 25 years of business analytics experience with a majority of those years working with governmental agencies. He has worked for Plante Moran for about 3 years. Mark can architect data solutions to support client business needs by providing educational presentations, leading deep-dive analyses of existing systems and data, translating business needs to technical specifications, leading detailed discussions on functionality, and modeling data solutions.

Team Member	Project Role	Relevant Expertise
Natalie Schwarz, PMP	**Project Manager** Responsible for the day-to-day performance of the team, quality and strategic direction of deliverables. Manages all project activities to ensure project tasks are completed on schedule and within budget. Will also lead contract negotiation and implementation efforts.	Natalie has over 10 years of professional service experience consulting and implementing systems for a wide range of clients and industries, including governmental agencies. She has over 5 years of experience with Plante Moran working exclusively with public sector clients. She is Project Management Professional certified and has extensive experience managing small to large/complex technology initiatives including ERP needs assessments, selections, and implementations.
Kyle Macyda	**Infrastructure Lead Advisor** Provides support for all project activities involving IT infrastructure activities including requirements, interdependencies and technology architecture, infrastructure and security assessment.	Kyle has over 15 years of experience in designing, implementing, and managing IT infrastructure solutions in the public sector, including governmental agencies. Kyle has been with Plante Moran for over 7 years. His hands-on, technical experience includes various aspects of business continuity, disaster recovery, server-based computing, cloud computing, enterprise storage solutions, backup & recovery solutions and data center technologies. Kyle also advises clients on matters related to IT operations including service delivery, outsourcing, governance, strategy, staffing and support.
Matt Bohdan	**Internal Controls Subject Matter Advisor** Matt will provide expertise in internal controls and any matters related to risk management during the requirements development and identification of process improvements as well as implementation activities.	Matt has over 10 years of public accounting and management consulting experience providing services to clients in a number of industries, including public sector. His expertise includes accounting, internal controls, enterprise risk management, internal audit, compliance, and process assessment and implementation.
Mike Grossman	**ERP Financials and Procurement Lead Consultant** Provides support and expertise for all project activities in Finance areas including interview facilitation, development of requirements and interface definition, and development of use cases for vendor evaluation. Also supports all aspects of the procurement process for the replacement ERP solution. This	Mike has over 3 years of experience working with Plante Moran assisting government agencies in ERP system selection projects, as a well as ERP implementation projects. Mike's experience includes documenting functional requirements, proposal analysis, and performing gap analyses. He has created total cost of ownership estimates based on the client's size and scope of the project.

Team Member	Project Role	Relevant Expertise
	includes RFP design, facilitating vendor pre-proposal Q&A, conducting proposal analysis, preparing the total cost of ownership analysis, and providing evaluation scoring templates to the Town's team.	
Nina Rajcevic	**Human Resources Lead Consultant** Provides support and expertise for all project activities in HR areas including interview facilitation, HCM/payroll requirements and interface definition, as well as the development of use cases for vendor evaluation. She will provide HR knowledge in defining and evaluating the fulfillment of the human resources requirements.	Nina has over 3 years of experience working with Plante Moran in consulting municipalities on ERP system selection and implementation projects. Her primary focus has been within the Human Resources area to optimize processes and policies. Her experience includes conducting departmental review sessions to capture key issues and opportunities for improvement in addition to process mapping and requirements development.
Grace Feeley	**Utility Billing Consultant** Provide support and expertise for all project activities in Utility Billing areas including facilitating interviews, defining requirements and interfaces for UB, as well as developing use cases for vendor evaluation. She will provide expertise in defining and evaluating the fulfillment of the utility billing system requirements.	Grace has 3 years of experience working with Plante Moran to provide consulting services to government and public sector organizations. Her expertise includes ERP software needs assessments, system selections, and implementations as well as process mapping and optimization activities.
Lori Blackmon, MPA, PMP, CCMP, CGCIO	**Change Management Advocacy Advisor** Will advise on the administration, analysis, and delivery of the change readiness survey findings.	Lori has over 30 years of experience in planning for and managing all aspects of the ERP lifecycle for government agencies, including over 5 years with Plante Moran. She is certified in change management, developing change management, and other plans such as stakeholder, resource, learning, and measurement management plans for projects as well as creating persuasion campaigns to balance the economic and the organizational values that come with major transformations.
Robin Milne	**Chart of Accounts Advisor** Will advise on chart of account redesign, if applicable.	Robin has over 25 years of experience assisting governmental clients with various technology needs including COA redesign as part of ERP / finance projects.

3. Work Plan

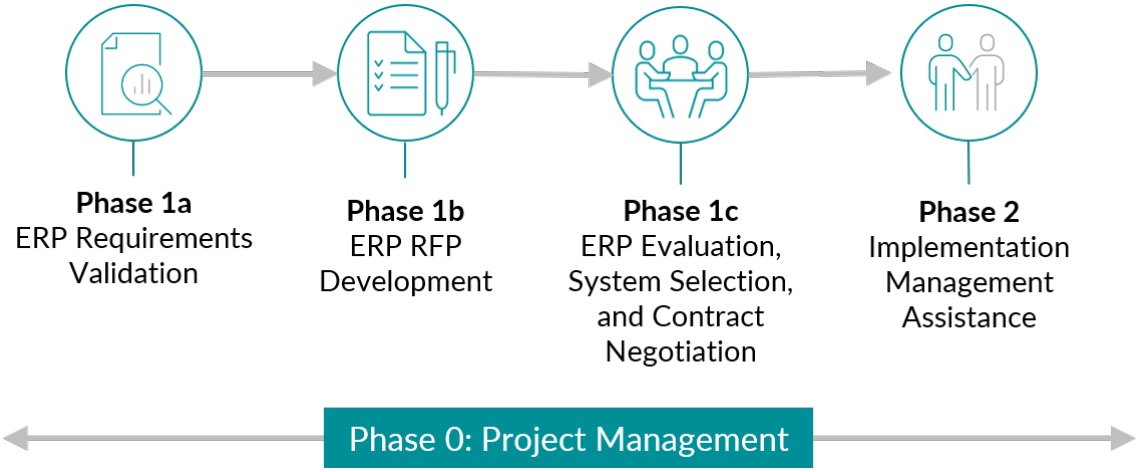
Project understanding

Little Elm is one of the fastest-growing cities in North Texas, providing municipal services to an estimated 46,000 residents. The Town has been using STW for over 15 years to support the management of its core financials, procurement, budgeting, and payroll functions. This aging STW environment no longer meets all Town Department's needs. Therefore, the Town intends to explore the ERP marketplace to replace STW with a solution that is a right-fit for the Town now and can be leveraged for years to come. The Town recognizes that the replacement of their legacy ERP software is also a valuable opportunity to improve Department business processes and enhance their citizen's experience with the Town. The Town previously evaluated its business processes and issued a request for proposal (RFP) for a new ERP in 2020. However, the evaluation and selection process was delayed due to Covid-19 pandemic. The Town is ready to resume the process to select and implement an ERP that best meets the needs of the Town. **The continuation of this project aligns with the priorities, goals, and budget that was established in 2020 centered around a vision to provide citizens with the highest quality services at the best value.**

Therefore, the Town is seeking consulting services to validate the work previously performed for determining the business requirements for a new ERP system, assist with the development and re-issuance of the RFP, conduct the proposal evaluation process to select a new ERP software vendor, and participate in contract and statement of work negotiations. Additionally, the Town may be interested in engaging a consultant to assist with managing the ERP implementation with the selected software vendor.

Proposed project work plan

Our work plan lists each phase and its respective activities. The list of activities includes details of how and why the activities are performed. Additionally, some listed activities include sample deliverables to support the understanding of what is conducted in these activities.



Phase 0: Project management

Phase objective and summary of activities: The purpose of this phase is to provide leadership throughout the duration of the assessment, selection, and implementation phases. Throughout the project, we will conduct activities that are relevant to managing the project. The major activities we will perform are as follows:

- Develop a Project Organizational and Governance Structure that defines staff roles and responsibilities on the project
- Develop a Project Charter that provides a framework from which the project will progress
- Develop a detailed Project Plan identifying the activities, responsibilities, and timing of tasks necessary to complete the project
- Establish a Project Collaboration Environment to act as a repository for project information
- Conduct periodic status meetings to monitor project progress and identify project issues and action items

Measurable objective	Deliverables/milestones
Manage the defined project within budget and on schedule to meet project goals and objectives and achieve a successful conclusion.	• Project Governance Framework • Project Charter • Project Plan/Schedule • Project Collaboration Center • Project Communication and Organizational Change Management Plan • Project Status Meeting Agendas and Minutes

1. Project initiation

We will conduct a project initiation meeting with Town project staff to introduce the project team and the proposed project scope, deliverables, and timetables. We will accomplish these objectives by developing a project organizational structure, project charter, detailed project plan and schedule, and conducting regularly scheduled progress meetings. These activities are described below.

2. Develop project governance framework

We structure our approach to each consulting engagement, so we can provide the services and level of professional support required to meet the individual needs of the client. We will work jointly with the ERP Steering Committee to design a governance framework that will meet the overall needs of the Town. The framework will serve as a basis for managing all phases of the project. To support decision making, change and communication procedures will be documented.

3. Develop project charter

During project initiation, we will work with the Town to develop a Project Charter. In order to do so, we will conduct a 1-hour visioning session with Town leadership to discuss overall project goals, project vision, project scope, and objectives. This will be outlined in the project charter that is developed together in order to provide a framework for the following areas of focus:

- Project overview
- Project stakeholders
- Scope plan (both in and out of scope items)

- Vision statement
- Project objectives
- Business drivers
- Project influences
- Project constraints
- Project guiding principles
- Project milestones and deliverables
- Project staffing

The Project Charter will be provided to the Town for review and approval prior to significantly commencing project activities.

4. Develop a detailed project plan

We will work with the Town to incorporate the following items into a detailed Project Plan:

- Project phases, activities, and work tasks
- Work tasks due dates with assigned responsibility

We will work with the Town Project Manager during this activity to design a Project Plan for the contracted project phases that is appropriate and meet the Town's overall priorities.

5. Establish project collaboration center

Over the last few years, collaboration environments such as Microsoft SharePoint have become increasingly viable tools to establish project collaboration environments for small, mid-size, and large-scale projects. These environments can serve a variety of purposes including acting as a repository for documentation developed during the course of an engagement. During this activity, we will work with the Town to establish a Project Collaboration Center including design, structure, security, and content.

6. Establish project communication and organizational change management plans

Resistance to change is one of the biggest obstacles to achieving the desired level of organizational performance. This is true whether the change involves business processes, information technology, or the cultural work setting for people within the organization. Effective cultural change management will educate individuals about the changes, reduce resistance to change, and inspire individuals to accept change as quickly as possible. As the Town embarks on the implementation of a new ERP, cultural change and communication management will be the cornerstone of its success. Realizing that process, technology, and people are all impacted in cultural change will require staff at all levels to adopt and embrace changes that result from the implementation efforts. Early, proactive, and continuous cultural change and communication management will be essential to the ultimate success of the Town's ERP initiative.

Our change and communication management methodology seek to ensure that the project structure is established includes strong governance, clear roles and responsibilities of consultant staff and Town staff, change management procedures, and a communications plan. We will collaborate closely with Town team members to manage the impact of change through the assessment, selection, and implementation process. Active engagement in the project and its progress will help Town stakeholders begin to buy into and become owners of future business processes.

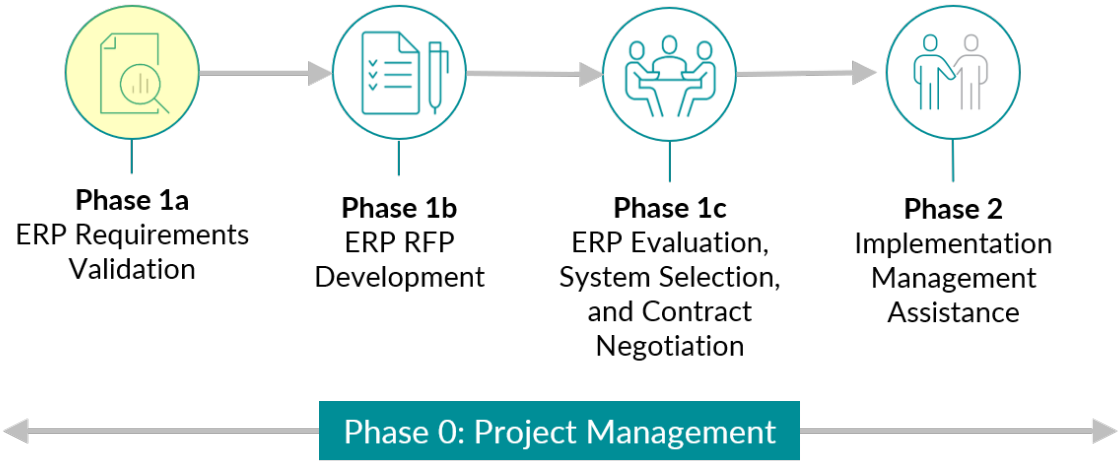
7. Schedule and moderate project status meetings

Continuous feedback is the key to a successful project. This way, problems can either be avoided entirely or addressed early on, to minimize wasted effort and keep the project on schedule. While the project governance structure is being developed, we will be working with the Project Management Office (PMO) to define the

various project management and communication procedures and associated tools and templates that will be used during the project. Examples of these are as follows:

- Issues and Action Items Log
- Management and updating of the project plan
- Risk Log
- Protocols in the use of the SharePoint (e.g., access, check-in/check-out, links versus attachments, etc.)
- Response from external entities as to the status of the project, specifically from software vendors and integrators who are wanting information on the project
- Method in which project stakeholder are kept apprised as to project status and progress

Phase 1a: ERP requirements validation



Phase objective and summary of activities: The purpose of this phase is to review, validate, and build on the work previously completed by the Town in preparation for selecting a new ERP system. Through this process, we will analyze process areas relevant to the project and confirm needs for a future ERP system. Activities to be included in this phase are as follows:

- Obtain and review relevant existing documents to obtain background information on the current ERP environment and processes as well as the previously developed request for proposal (RFP) document
- Assess the Town's current technology infrastructure and ERP environment
- Conduct stakeholder interviews to understand key issues and opportunities and validate requirements
- Review previously developed Town software requirements and update based on current needs and future state discussions with our experts
- Develop Town Applications Inventory

Measurable objective	Deliverables/milestones
• Understanding of current technical environment • Established expectations for a future ERP environment • Understanding of electronic information needs (including reporting), across the Town • Knowledge of current ERP work processes	• IT Infrastructure Assessment • Issues and Opportunities Matrix • Town Applications Inventory • Software Specifications

1. Review documents

Plante Moran will review any available existing documentation gathered and provided by the Town to gain a comprehensive understanding of the Town's ERP-related operations and current technologies. We may review the following documents, plus additional relevant documents the Town may have:

- Mission statements
- Previous work that is relevant to the project
- Request for proposal (RFP) document for a new ERP system
- Developed requirements/software specifications for a new ERP system
- Relevant process and function descriptions/handbooks and pre-existing workflow documentation/flowcharts that the Town has already developed
- Organizational charts
- Listing of all systems relevant to performing key ERP business processes.
- Cost models, current operating budget detail, purchasing plans for technology, etc.
- Relevant hardware, software and network diagrams, and/or other documents, illustrating the layout, networking, etc.
- Listing of existing systems supporting the various business processes
- Listing of additional "shadow systems" and non-integrated systems
- Outstanding enhancement requests on current ERP and relevant systems
- Locations of all sites involved in the project, identification of sites that share a common property, identification of sites to be visited, and schedules of staff for visits
- The Town's standards for hardware, software, network operating systems, configurations, and protocols, etc.

2. Assess the Town's information technology infrastructure

We will distribute a technical questionnaire for the Town's completion and perform interviews with IT staff directly involved with supporting the Town's current technical environment. The results of reviewing documentation and interviewing staff will allow us to identify and document the current technology and ERP STW environment, infrastructure, and facilities. The implementation and administration of a new software solution will require thorough and responsive support and communication infrastructure. To this end, we will identify and document the current environment, including system architecture, security, portability, reporting, and maintenance. We will then identify and develop preliminary high-level general recommendations related to Town systems and their ability to support efficient and secure business processes.

3. Conduct stakeholder interviews

After reviewing the documentation collected, Plante Moran will conduct interviews with teams representing both process owners and end-user departments directly involved with ERP related business processes. We will also interview key IT stakeholders to understand the current STW environment. These interviews will also be used to validate pre-determined requirements as well as determine any additional ones that may need to be developed for the RFP of a new ERP system based upon organizational needs. The goal of this interview process is to gather a comprehensive understanding of the current environment, business processes and requirements. This will allow us to fill in any gaps for other best practice opportunities based on discussions with our experts. In addition to understanding individual roles and responsibilities, we hope to gauge the

extent to which departments comply with the process, common complaints, opportunities for improvement, and issues with existing technology.

4. Review and update software specifications

As a basis for the development of software specifications, we will leverage the Town's pre-defined specifications along with existing best practice ERP software specifications that we have developed for government clients with similar size and complexity. In addition, we will capture any critical and unique specifications and interfaces that were defined during interviews.

The software specifications will then be distributed to the Town stakeholders involved in the interview process for review and feedback. It is important that both Town stakeholders share a common goal when determining to achieve consensus through cooperation between Town stakeholders. We will work with the Town to make final edits, additions, and deletions to the specifications that will be incorporated for use in the RFP.

Vendors will be asked to review the software specification forms in the RFP and respond accordingly. The vendors' responses will be entered under an Availability column on the forms as follows:

Y	If specification/report is available as a standard feature of the software
R	If functionality is available through reports generated using proposed Reporting Tools.
M	If functionality is provided through customization to the application, including the creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	If functionality is not available now but will be available in a future release of the software within 1 year
N	If functionality is not available

A Cost column on the form will be used for "M" or "F" responses to estimate the cost to be incurred by the Town to secure the specification/report. A Priority column will include one of the following entries to indicate the importance of the specification/report to the Town:

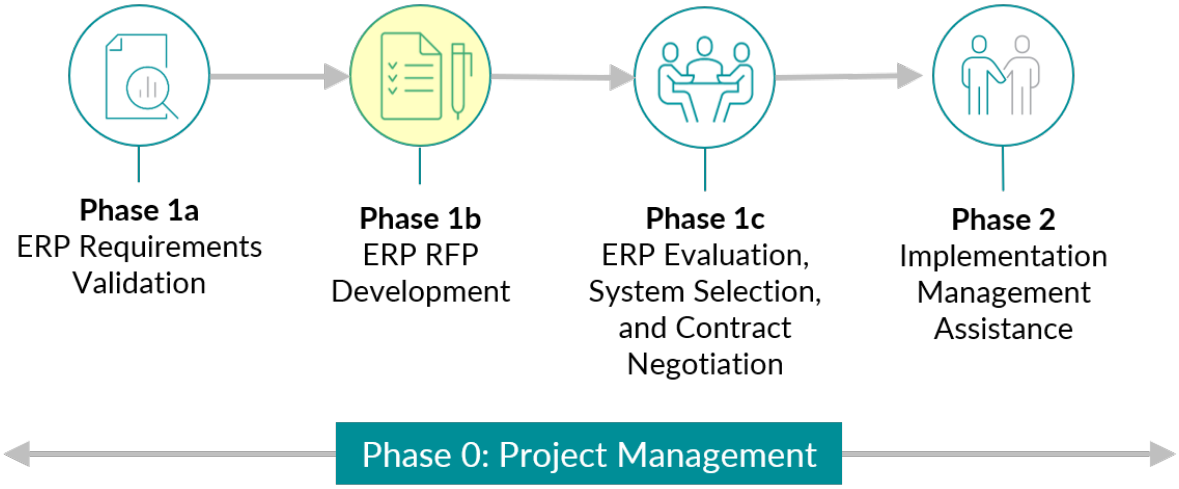
H	High	M	Medium	L	Low

5. Identify and Develop Issues and Opportunities (Optional)

Clients who are undergoing a system replacement often recognize the project as an opportunity to identify areas of improvement within business processes, policy and people. Plante Moran can support this process by reviewing the documentation collected and gathering additional insight through stakeholder interviews. Based on this information, Plante Moran will develop an Issues and Opportunities Matrix. The Issues and Opportunities matrix includes "issues" that are areas for improvement (e.g., redundant steps, functional deficiencies, "shadow" systems [ledgers, spreadsheets, word processing files, forms] that staff use in parallel with the legacy ERP, processes that are time and paper-intensive, etc.). The "opportunities" will be the results of our benchmarking the "issues" with our knowledge of Best Practices and experience with other governmental clients. These opportunities will fall into short term, medium, and long-term categories and will be categorized into the process, policy, and technological areas. Some opportunities may also be geared towards

implementation planning and readiness that the Town can start working on during the RFP development and system selection, for example, data cleansing activities.

Phase 1b: ERP RFP development



Phase Objective and Summary of Activities: The purpose of this phase is to refine the previously developed Request for Proposal (RFP) to solicit responses from vendors who provide ERP implementation services and solutions for entities of similar size and complexity to the Town. This will include the following activities:

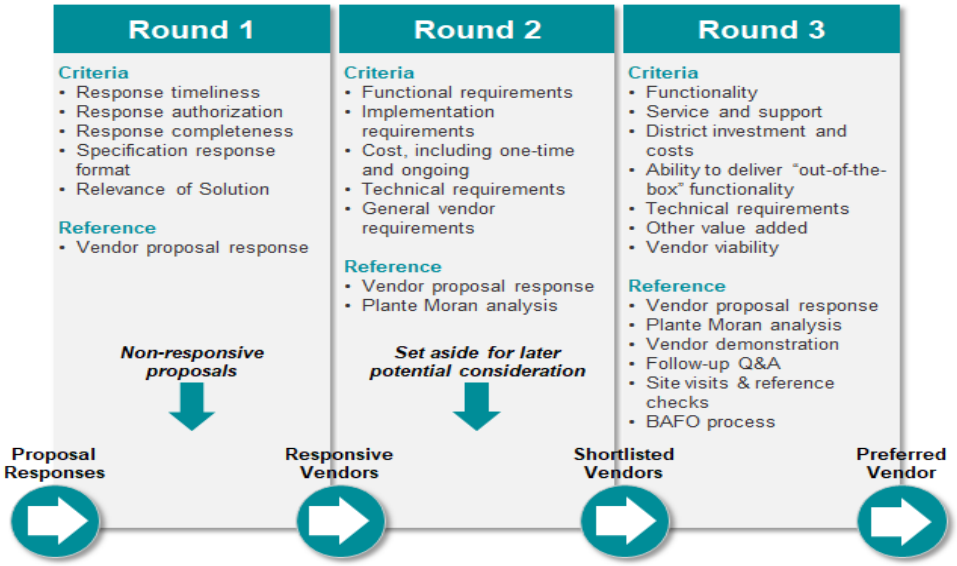
- Define Vendor Selection Criteria and Weighting Factors to evaluate vendor responses
- Define a Decision-Making process that will be used to guide the evaluation and ultimate decision on a selected vendor
- Create Application Migration Table to define the future disposition of current Town applications
- Develop and distribute a Request for Proposal (RFP) to providers of ERP software solutions

Measurable Objective	Deliverables/Milestones
Develop a Request for Proposal (RFP) that represents the needs of the Town.	• Vendor Selection Criteria • Decision-Making Process • Application Migration Plan • Request for Proposal

1. Develop solution selection criteria and define decision-making process

Our selection approach will enable the Town to identify the preferred vendor by following a structured approach to evaluating proposals and conducting other due diligence tasks (i.e., reference checks, site visits, and successful contract negotiations). Before proceeding with the release of the RFP, the selection committee should meet to delineate the selection criteria and weighting factors that will be used to analyze Request for Proposal (RFP) responses and additional analysis for the finalist vendors. It is critically important that the solution selection criteria meet the needs of all stakeholders before the RFP is released. It is important that stakeholders know that some individual needs may be deemed less important in order to best meet the needs of the entire group. Participation and leadership from the Town will be essential during this process. Some examples of selection criteria are software specification compliance, vendor background, costs, professional services contract compliance, and implementation schedule compliance.

The following illustrates the sample solution selection criteria for each round of the system evaluation and selection phase further detailed below.



Criterion: Software specification compliance

- Response weightings (see section Develop ERP Software Specifications for further detail) are used to calculate an overall weighted specification compliance percentage for each specification/application module sub-section
- Relative weightings of specification/application module sub-sections in comparison to one another are used to calculate an overall weighted specification compliance percentage for the entire software solution
- Compare compliance percentages of each vendor

Criterion: Vendor background questionnaire responses

- Various point scores assigned to each question and a total score is calculated
- Compare point scores of each vendor

Criterion: Costs

- One-time and on-going support costs are tallied
- On-premise vs. hosted costs are compared
- Summarized costs of each vendor are compared

Criterion: Professional services contract compliance

- Various point scores assigned to each clause and a total score is calculated
- Compare point scores of each vendor

Criterion: Implementation schedule compliance

- Various point scores assigned to each due date and a total score is calculated
- Compare point scores with other vendors' scores

We typically use a tiered process to reach the finalist decision. For example, the Town may wish to specify minimum criteria that all responding vendors are required to meet in order for their bid response to be considered (e.g., a vendor must have completed implementations for one or more municipality of a similar size to the Town, bid response does not exceed a particular dollar figure, etc.). For those vendors meeting the initial criteria, their bid responses will be evaluated against the second level of criteria prior to any formal due diligence activities, vendor demonstrations, etc. This evaluation will be based solely on their RFP response. The top two or three vendors that score the highest on this second round of scoring will be considered the finalist vendors. For the finalist vendors, a more comprehensive scoring process will be used that is based on the following sources of information:

- Vendor RFP response
- Vendor demonstration(s)
- Reference checking with comparable sites
- Potential site visits
- Other due diligence activities (e.g., vendor research, knowledge of vendor in the marketplace as noted by other clients or industry analysts)

Categories of criteria and sub-criteria are established along with weightings to conduct an unbiased scoring of the finalist vendors. Scoring of the finalist vendors can be conducted in a group setting with all members of the Steering Committee developing a single score or conducted individually by members of the committee who will score vendors in areas that they have comfort in scoring. There may be situations in which certain members of the Steering Committee may not be comfortable with scoring a vendor's solution (e.g., technical infrastructure in which they do not have knowledge or expertise in that area). The following categories of criteria and relative rankings can be used as a typical example:

- General Vendor 10%
- Functional Requirements 40%
- Technical Requirements 30%
- Cost 20%

An Excel template we have used on many client assignments will be used to record the above scores and calculations, allowing for a numerical ranking of the proposed solutions to be calculated. We feel it is important to establish this scoring prior to the release of the RFP such that it removes as much bias as possible from the selection process. Additionally, we usually will describe the detailed evaluation process in the RFP itself, so the vendors understand how their solution is being evaluated.

2. Establish application migration plan

During our initial discussions, we will inventory all systems, applications, and interfaces used throughout the Town. This will be delivered in the final RFP as an Application Migration Plan, providing recommendations on each system future use, using the legend below:

Legend code		Description
R	Replacement	The Town intends to replace this application with the selected solution.

Legend code		Description
C	Consider	The Town is considering replacing this application with the selected solution, based on the strength of the finalist vendor offering and cost/benefit of the replacement module
M	Maintain	The Town intends to retain the application, not replace it during this effort
I	Interface	The Town intends to keep the application and interface/integrate it with the selected solution.

The Application Migration Plan will be refined with the Town using the following information:

- A preliminary listing of suggested interfaces between Town systems and a new ERP system. Listing will be refined with the Town staff through the RFP Development phase.
- Existing setup of the Town's technical infrastructure and identified gaps that will need to be addressed prior to implementing a new system.
- The existing systems' strengths and weaknesses.
- Technical requirements including security and other relevant areas.

Sample migration plan:

1.3 Current Application Environment

*Legend for Current Applications		
Legend Code		**Description**
R	Replacement	The City is intending on replacing this application with the selected solution.
C	Consider	The City is considering replacing this application with the selected solution, based on the strength of the finalist Vendor offering and cost / benefit of the replacement module
M	Maintain	The City is intending on retaining the application, not replacing it thru this effort
I	Interface	The City is intending on keeping the application and interfacing/integrating it with the selected solution.

Current ERP Application	Application Notes/Description	Departmental Owner	Preliminary Migration Plan	Expected ERP Module
1099 Pro	ACA IRS reporting 1095c	HR	M	N/A
ACR System	Work orders and service requests	Engineering Support	M/I	N/A
Active Directory	System single sign on	Multiple	I	N/A
Apollo	Library management system	Library	M	N/A
ArcMap, ArcGIS, ArcGIS Online	GIS desktop software, GIS server software, GIS web mapping platform geocoding / graphic representation of agreements, city assets, projects, etc.	Development Services	M/I	N/A
Authorize.net/Evalon	Online and credit card meter to cash payments. Will terminate after Dec. 2017 CIS Go-Live	GUS	M	N/A
AVFuel	Airport credit card payments	Airport	I/C	Cash Receipting
Benetrac	3rd party online benefits enrollment	HR	I/C	N/A
Brazos	Tickets and warrants	Municipal Court	M	N/A
Cartegraph	Pavement management information system	Technical Services & Engineering Support	M	N/A
Checkfree, Metavante, Princeton	3rd party online payment processing (meter to cash)	Customer Care	M	N/A
Cisco	CIS pop up screens via phone system, Customer Interactive Voice Response System, Automatic Call Distribution	IT	M	N/A
Cry Wolf	False alarm payments	Police	M/I	Cash Receipting

3. Update request for proposal (RFP) document

Our team will prepare a single RFP package including the relevant information from the Town's previously released RFP to solicit vendor responses in a format that will ease proposal review and analysis for the selection committee. Utilizing our RFP package template will allow the selection committee to use our proposal evaluation tools that provide a side by side comparison of vendors that also highlight their key differentiators. The RFP will be tailored to the Town's unique purchasing requirements based on the project activities performed, but is minimally expected to include the following:

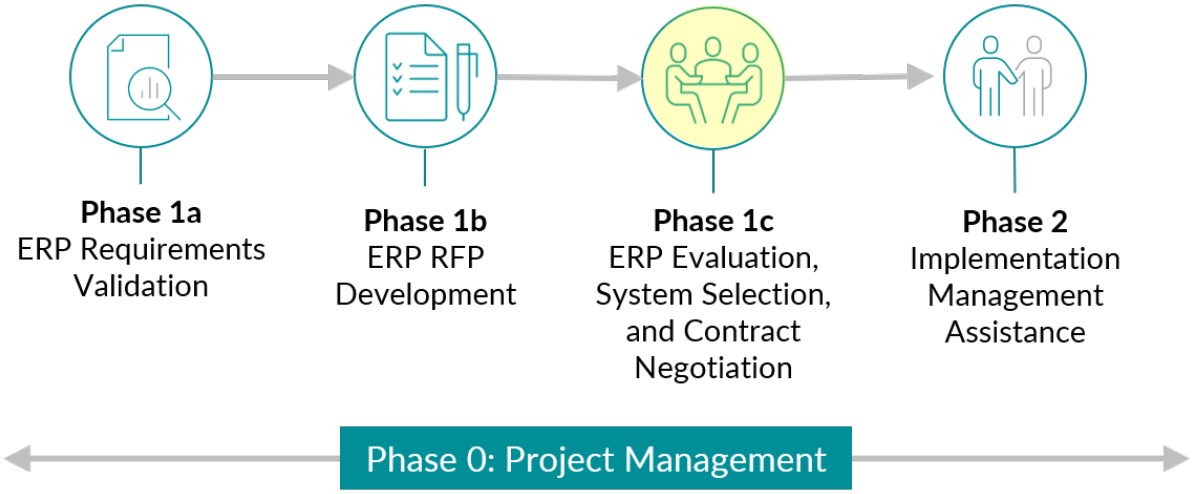
- Background information on the Town and the scope of the project, including:
    - Current environment and technology standards
    - Operating volumes
    - Other planned, related Town initiatives
    - Interfaces required
- A discussion of the timeline and approach being taken by the Town to select a finalist software solution, including:
    - Intent
    - Selection criteria
    - Timeline
- Guidelines for ERP software and implementation vendors to submit proposals
    - Proposal response format
    - Details of Implementation services requested
        - Project Management
        - System and operational procedure development
        - Hardware and software installation
        - Data conversion
        - Report development
        - Integration and interface development
        - Training for the implementation team and end-users
        - Documentation development
        - Process redesign
        - Ongoing support and maintenance services
    - Town contractual terms and conditions
    - Minimum and recommended hardware
- Various forms for the vendors to complete and return, including:
    - Software and Technical Specifications
    - Vendor Background Questionnaire
    - Pricing Summary
    - Reference Forms
- Attachments as appropriate

4. Distribute request for proposal (RFP) document

Our team will provide the updated RFP to the Town for review and feedback. We will incorporate all feedback and necessary revisions before the Town approves, finalizes, and distributes all RFP contents.

During this activity, we will provide consultation to the Town's project manager and selection committee regarding the ERP marketplace and appropriate distribution protocols including advertising, bid services, and other methods to solicit responses.

Phase 1c: ERP evaluation, system selection, and contract negotiation



Phase Objective and Summary of Activities: The purpose of this phase is to conduct due diligence activities associated with respondents to the RFP, assist the Town in reaching a selected vendor decision and negotiate a contract and statement of work with the selected vendor. This will include the following:

- Manage ERP Vendor Q&A prior to the proposal due date
- Develop and present vendor proposal analysis
- Conduct additional due diligence activities (e.g., vendor demonstrations, reference checking, site visits, etc.)
- Conclude on the selected vendor
- Develop Statement of Work and negotiate a contract with the selected vendor

Measurable Objective	Deliverables/Milestones
Vendor is selected based on a consensus decision made by the selection committee	• RFP Addendum • Vendor Proposal Analysis • Due Diligence Materials • Selected ERP Vendor • Negotiated Contract • Statement of Work

1. Manage ERP vendor Q&A during pre-proposal due date timeframe

We anticipate that the Town's procurement policy would, as is common with many municipalities, require that the Town's staff be the formal key point of vendor contact for the RFP. As a primary resource in the detailed development of the RFP, we would anticipate, along with the Town's selection committee, having one of the most detailed comprehensive understandings of the overall requirements and objectives to satisfy in a future ERP solution for the Town. In accordance with typical municipal procurement practices for RFP's, we would

expect that the Town's purchasing staff would act as the first line of vendor communication and interaction for a formal written Q&A and proposal clarification process, and Plante Moran will provide support and guidance.

Plante Moran would support this activity by drafting the responses to the compiled list of vendor questions. We would develop draft responses based on our understanding of the Town's expectations established during prior project activities. We would then work with the Town to identify the appropriate Town resources for any additional or supplemental review and clarification. As the draft is completed, the Town's Project Manager will review the draft responses. Feedback will be captured, and revisions will be made before the document is finalized and distributed by the Town's purchasing staff.

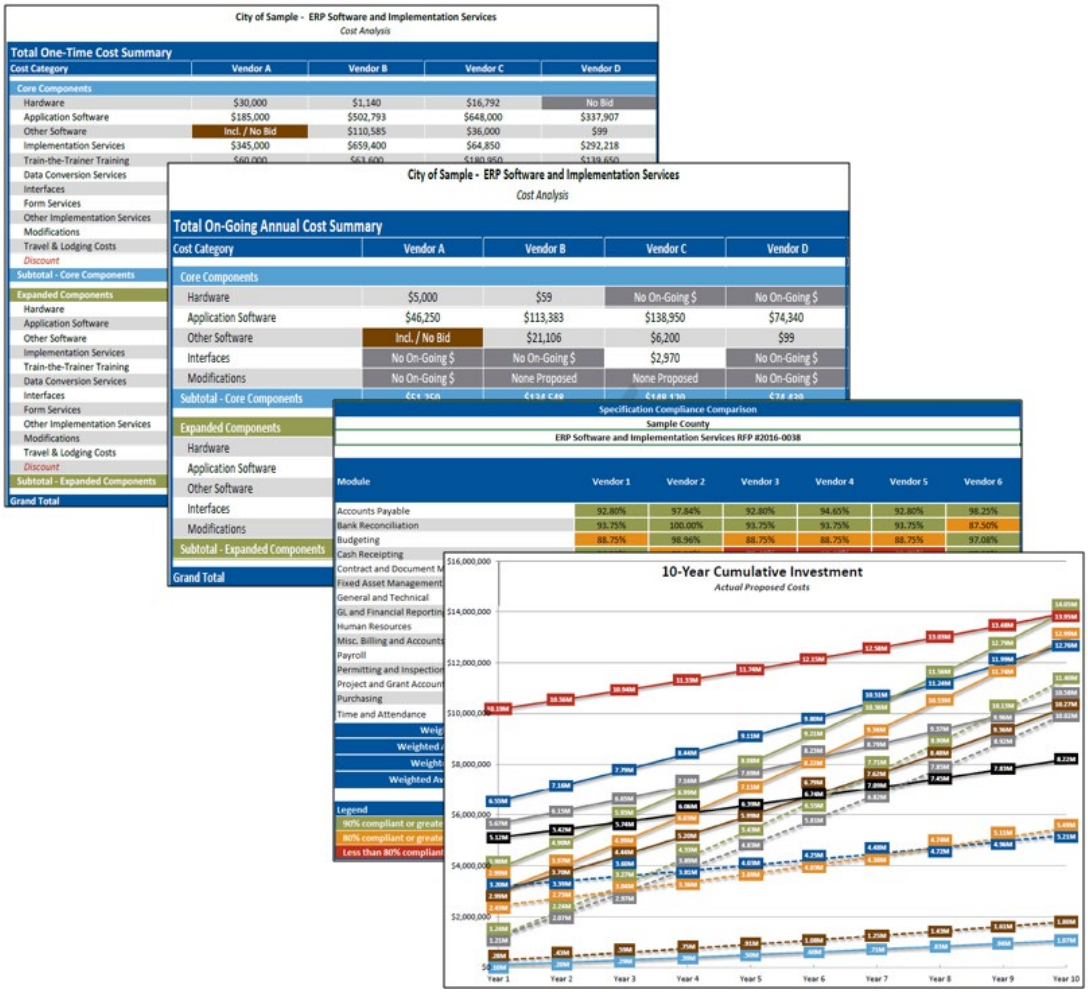
2. Analyze proposals and select semi-finalists

Vendors will be instructed to complete the forms in the RFP and return them with their proposals. Through a semi-automated process, we have successfully used numerous times, we will tabulate the responses to the specifications that will be included in the RFP. Percent compliance will be calculated and incorporated into a proposal comparison template we have developed. When combined with a variety of other comparative criteria gathered from the proposals, the template automatically calculates a blind numerical ranking of each proposal. This eliminates any bias from influencing the selection process. This standardized process allows the selection committee to easily compare vendor functionality and their ability to meet the Town's needs as well as key areas where vendor capabilities differ. The templates will allow the Town to measure each vendor on:

- Conformance with the specifications
- Software licensing costs
- Hardware purchase costs
- Implementation, training, conversion, and modification services costs
- On-going support costs
- Contract terms and implementation schedule compliance
- General background criteria (e.g., number of installations, historical financial performance, number of support staff, platforms supported, etc.)

As part of this initial analysis, we will assess each of the vendors' solutions and meet with the Town to present the comparative proposal analysis. Together, we will use the decision-making process determined above to select the two or three most qualified vendors who may be subjected to the due diligence tasks described in the following work plan tasks.

The following illustrates excerpts from a sample proposal analysis. It highlights our proposal analysis tools that aggregate vendor responses related to cost, system specifications, etc. in an easily digestible format for the selection committee to consider during the solution. Our analysis is on a per-module basis, as well as the level of compliance to the request for proposal the vendor's solution meets. Our proposed scope and fees are based on evaluating up to eight vendor proposals. If the number of proposals is greater than this, we can revisit our scope with the Town or provide tools for the Town to complete additional analysis.



3. Assist in developing vendor demonstration materials

Our team will assist the Town in the development of materials to use during the vendor demonstrations and due diligence activities including:

- Vendor demonstration agenda
- Letters to send to those vendors who are proceeding forward upon receipt of their RFP responses as well as letters to send to those vendors whose solutions are not being considered based on an initial review of their RFP responses
- Forms to document vendor information during the vendor demonstrations

We will work with the Town to develop detailed demonstration scripts that are intended to direct the vendor demonstrations towards the needs of the Town, so staff can understand how well the vendor's product will support their business processes. Furthermore, these scripts allow for a more standardized process from which to compare and evaluate the vendors. We will provide additional materials including vendor demonstration agendas, logistic advice, and vendor scoring forms for the evaluation committee members.

4. Conduct additional due diligence activities

In addition to vendor demonstrations, there are a number of activities that the Town can undertake to conduct additional due diligence on the finalist vendors including:

- We will assist in the coordination of site visits for the Town to review the installation of the vendor's software at a municipality of similar size and complexity. We will provide the Town with a check of issues and items to discuss and score during the site visits. Note that as a result of the demonstrations, it may be possible to eliminate one of the vendors, thereby reducing the number of site visits required.
- We will provide forms to the Town for reference checking to assess how well others have adapted the semifinalists' systems to their needs and identify issues to address during contract negotiations. We have found that having the Town's staff contact their peers at the reference sites resulted in more productive and informative conversations. Therefore, we will oversee the reference checking and site visit process, but not perform the checking ourselves.
- The Town may conclude that another additional due diligence is necessary to evaluate and consider the value of specific components of the vendor proposals.

5. Assist in the selection of a preferred vendor

In our experience, due diligence activities conducted after vendors have responded to an RFP provide further understanding for the client of what is being offered by the software vendors as well increased understanding of the needs of the client for software vendors. We would propose requesting a clarification response from semi-finalist vendors to address specific questions that the Town has related to their solution. These clarifications can be used to request a final cost proposal from the vendors after the Town fully understands the scope of the offers.

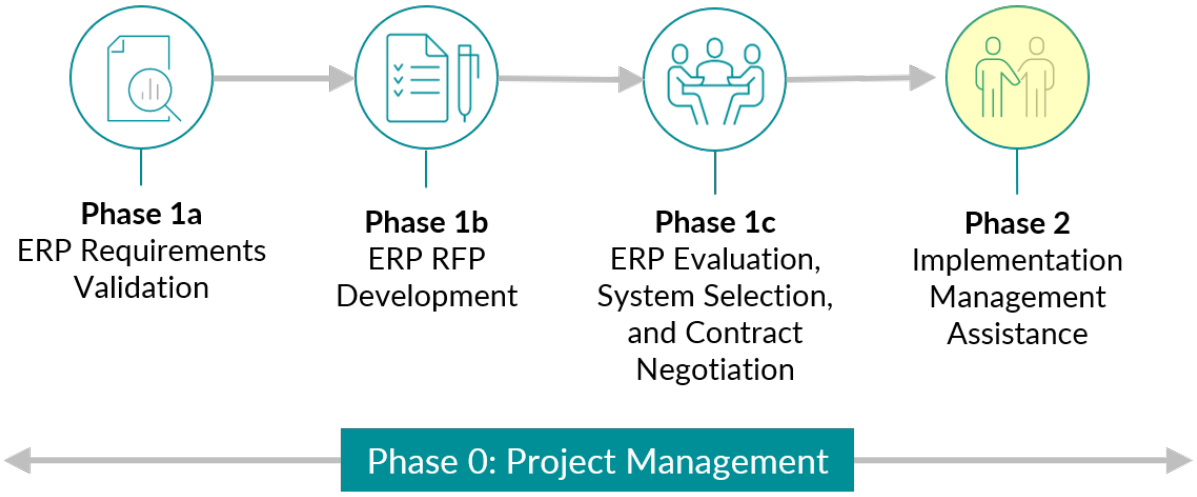
Together, based on the demonstrations, vendor proposals, and other due diligence activities, we will review and discuss the semi-finalist vendor's overall solution, and facilitate one meeting with the Selection Committee to proceed with deciding on a finalist vendor using the agreed-upon decision-making process. It is important that the Town takes a leadership role during this process to ensure that the stakeholders use the agreed-upon selection criteria. At the Town's request, we will develop a synopsis of the entire system selection process for the Town to present to their Town Council to support the Committee's finalist recommendation. This can help gain concurrence from Council members to proceed with contract negotiations.

6. Support contract negotiations including developing a statement of work (SOW)

We will review the license and support agreements provided by the primary finalist vendor and propose recommended changes to the contract. We will participate with the Town via phone in planning the negotiations with the primary finalist vendor. Contractual terms, conditions, and costs will be reviewed with the goal in mind of recommending contract language changes designed to protect the Town's long-term interests. A draft of the final license and support agreements will be presented to the Town's legal counsel for their review. Terms and conditions relating to term and termination of the agreements, purchase and support costs, caps on price increases, recourse for non-performance by the vendor, software acceptance criteria, rights to the source code if vendor declares bankruptcy, warranties, and incorporation of the vendor's response to the RFP, governing law, insurance coverage requirements, rights to major new releases, payment terms tied to major deliverables, controls over expenses, development of an implementation plan, on-going support criteria, etc., will be reviewed. The Town will conduct vendor negotiations and make all management decisions.

During this activity, the Town will need to determine and conclude on the specific scope of software, services, and optional items which it will purchase from the finalist vendor(s). As part of this activity, we will also review the Statement of Work (SOW) developed by the selected software vendor and provide input for the Town to consider before finalizing the contract.

Phase 2: ERP implementation management assistance (optional based on level of assistance needed)



There are a number of implementation project activities that will be performed by the Town, the software vendor and /or selected implementation consultant, to ensure that a solid foundation for moving forward has been established. The level of consulting implementation effort can vary significantly based upon level client involvement and participation as well as the level of services being provided by the vendor.

Implementation projects are typically organized and executed according to the following major project management phases:

- Project Initiation and Planning Activities
- Project Execution and Controlling Activities
- Project Closing and Post Implementation Support Activities

We have developed a methodology that consists of a set of tools, techniques, and templates in which to successfully execute these projects. This methodology, which has been refined over a period of time and a large number of ERP implementations, is based on the Project Management Institutes (PMI) Project Management Body of Knowledge (PMBOK) incorporating those elements of PMBOK that are relevant to each of the major phases and activities that need to be accomplished as part of a major systems implementation project. This approach is independent of the software Vendor/Integrator implementation methodology and, as a result, has been used successfully on a number of implementations with various Tier 1 and Tier 2 ERP solutions.

Plante Moran can offer the Town a team of staff who will provide assistance while working seamlessly with the Town staff at a level of effort identified by the Town. Using this approach, we can provide the Town with the following benefits:

- The Town will have significant project management support including full-access to Plante Moran staff when needed. In fact, the coverage is better than being reliant on one individual (who may be ill, on vacation, or otherwise unavailable).
- The Town may require additional project management resources at key times, or other subject matter experts (e.g., accounting). The PMO approach recognizes and provides these resources for better coverage.

- Knowledge Transfer. This is possibly the greatest benefit to the Town. Plante Moran will be using skills and templates from previous projects that can be leveraged by the Town staff. As a result, the Town staff build their skills, and the Town realizes an increase in staff capabilities by the project's end.

We believe that our project management services provide our clients with significant value in terms of the ability to implement the proposed solution on-time and within budget, as well as minimize the overall risk to the organization.

1. Project initiation and planning

The following table identifies activities that we would anticipate occurring during the initial start-up phase of the implementation. The level of consulting implementation effort can vary significantly based upon level of client involvement and participation as well as the level of services being provided by the vendor.

We would anticipate the following activities being performed in this phase of the project:

Activities	Deliverables/tools

1. Define project organizational structure including roles and responsibilities for the following major project functions:
• Executive sponsor(s)
• Project managers (Town, vendor, external project management)
• Project steering committee
• Process teams
• Process team leaders and backups
• Communications and Change Management team
• Technical team to include the following functions:
  ○ System administrator
  ○ Database administrator
  ○ Configuration management coordinator
  ○ Interfaces and modifications coordinator
  ○ Help desk
• Report development
• Interfaces development
• Training team
• Project administration
• Collaboration environment administrator
• Rights administrator(s)
• Facilities coordinator
• Testing coordinator
• Room and meeting scheduling coordinator
• Calendar coordinator
• Project plan management
• Documentation development coordinator
	Project Organizational Chart
	
	Roles and Responsibilities Matrix

Activities	Deliverables/tools
• Report development coordinator • Meeting minutes coordinator • Data conversion • Roll-out coordinator • Post-implementation coordinator	
2. Develop a project charter that is signed by the business champion that will define the following: • Project title and description • Project vision • Project manager assigned and Town level • Project objectives • Project constraints • Project influences • Critical success factors • Key project assumptions • Business case for doing the project • Product description and/or major deliverable	Project Charter
3. Define the on-going system support structure to include: • Governance body (i.e., Steering Committee) • Project manager • IT project lead • Help desk • System administrator • Report development • Rights administrator • Database administrator • Programmer/analyst • Module leads • Training and documentation administrator	System Support Plan
4. Develop the project scope statement that includes the following: • In-scope areas, functions, and activities • Out-of-scope areas, functions, and activities • List of deliverables and timing • Milestones and timing	Scope Statement
5. Develop the Work Breakdown Structure (WBS).	WBS

Activities	Deliverables/tools
6. Develop an overall project timeline that incorporates Vendor and Town tasks and responsibilities.	Project Timeline
7. Develop a procedure for updating and reviewing project timeline including: • What needs to be updated • Who makes the updates • How frequently are the updates made and reviewed • Who reviews the timeline and where • What reports are generated for review	Schedule Management Plan Project Timeline
8. Determine whether there will be one centralized project plan that incorporates all tasks or whether there will be a master plan with milestones and that the individual teams are responsible for development of detailed project plans that roll-up to the master project plan.	Project Timeline
9. Define project deliverables and milestones and track with the following information: • Deliverable/milestone name • Deliverable/milestone description • Area of responsibility • Expected due date • Actual due date	Project Deliverables / Milestones Tracking Sheet
10. Complete the Stakeholder Impact Matrix that includes: • Stakeholder group • Expectations on the outcome of the project • Impact on them as a result of performing the project	Stakeholder Impact Matrix
11. Establish expectations on Town team member commitment.	
12. Identify methods to handle additional staff workload including: • Staff backfill • Comp time • Others	
13. Procure facility locations for the following purposes: • County project management team • Vendor project management team • Vendor consultant resources • Consulting rooms • Training rooms • Testing area	

Activities	Deliverables/tools
• General meeting rooms	
14. Procure necessary physical and other resources for the project to include: • Personal computers (for training) • Whiteboards • Printers • Office furniture (desks) • Network connections • Network ID and password • SharePoint access • VPN access • Physical security access including badge • Materials and other supplies • Phones • Etc.	
15. Evaluate data center impact in terms of the following: • Air conditioning • Power requirements • Space requirements for new servers • Other environmental requirements	Data Center Impact Analysis
16. When multiple project management and quality assurance entities are involved, clearly define roles and responsibilities between each of the entities.	Implementation Management Responsibilities Matrix
17. Determine the location of the Project Calendar including: • Where the calendar will be located • Who will be able to update the calendar and how	Project Calendar Project Calendar Coordinator
18. Identify the individual(s) who will be responsible for the scheduling of all meetings and facilities on the project.	Meeting and Room Scheduling Coordinator
19. Review “lessons learned” from previous projects and those gathered by the client from their previous experiences.	Lessons Learned
20. Describe the anticipated project life cycle to the various project participants and the stages that the project will go through.	
21. Define and discuss client expectations of what is to be expected during the project and once the project is completed for each of the functional areas and executive sponsors.	Client Expectations
22. Develop a list of how the client will define project success (be as specific and tangible as possible with quantifiable measures).	Client Success Characteristics
23. Identify all costs required to implement the system including:	Estimated Budget

Activities	Deliverables/tools
• Hardware (desktop, server, printers, storage, peripherals, etc.) • Software (application, database, reporting, utilities, etc.) • Communications • Services/staff (training, consulting, process redesign, project mgmt., travel, and lodging, etc.) • Other cost areas (facilities, travel for internal staff, technical training for IT staff, admin support, staff overtime, internal staff time, etc.)	
24. Define the templates, tools, and a process for budget monitoring including: • What is tracked • Who is responsible for tracking • Where is it tracked • How often is it reported	Budget Monitoring Tool
25. Conduct a project risk assessment session to define: • Risk scenario • Risk trigger • Controllability of risk • Probability of risk occurring • Risk impact (quantitative and qualitative) • Mitigation factors • Contingencies if the risk occurs • Risk owner	Project Risk Assessment Matrix
26. Define procedure for on-going project risk management including: • How often it is reviewed and updated • Who is responsible for monitoring and updating risks	Risk Management Plan Risk Tracking Database
27. Define a process for acceptance of project deliverables.	Deliverable Acceptance Form
28. Define the templates, tools, and a process for tracking issues and action items including: • How are action items identified • How and where action items are logged • Who is responsible for tracking and resolving action items • Frequency of reviewing the open action items list and who is involved in the review	Issues and Action Items Database

Activities	Deliverables/tools
29. Define the templates, tools, and a process for meeting management including: • Meeting protocol • Template for documenting meeting minutes • Definition as to how meeting minutes are archived • Definition of how often teams should meet	Meeting Minutes Summary Form Meeting Protocol Meeting Frequency
30. Define the templates, tools, and a process for status reporting including: • Who needs to develop status reports • How often are status reports developed • Where and who reviews status reports	Status Report Template Status Report Frequency
31. Define the templates, tools, and a process for initiating, reviewing, approving, and tracking of change orders that may include impacts to cost, time, and scope.	Change Order Form Change Order Summary Form Change Management Plan
32. Document the following with respect to decision-making on the project: • How are decisions to be made • Who needs to review decisions • How are decisions documented	Decision-Making Log Decision-Making Process
33. Update the Communications and Change Management Plan for the Implementation that was initially created at Project Kickoff including the methods for gathering, storing, and distributing various types of project information. Including communication needs and frequency for the various levels of stakeholders.	Communications and Change Management Plan
34. Determine and define a Quality Management Plan and Quality Review process for the project.	Quality Management Plan Quality Review Process
35. Determine whether any team development activities will be conducted during the project.	Team Development Activities
36. Conduct a project kick-off meeting to include the following: • Provide an overview of the project including reasons for the project	Project Kick-Off Meeting, agenda, and presentation

Activities	Deliverables/tools
• Describe how the project is organized including roles and responsibilities • Define how success will be achieved • Describe how the project will operate • Define the project timeline	

2. Project execution and controlling

Upon completion of the initiation and planning phases of the project, the project will migrate to the execution and controlling phase in which the project tasks defined during the planning phases will be performed. This phase of the project is where the large majority of activities and time will be spent managing and controlling the project. The level of consulting implementation effort can vary significantly based upon level of client involvement and participation as well as the level of services being provided by the vendor.

We would anticipate the following activities being performed in this phase of the project:

Activities	Deliverables/tools	PM role
1. Prepare the site for system installation.		Informed
2. Define database and code environments to install and configure (e.g., test, training, production).	Defined Environments	Informed
3. Define hardware specifications for both desktop and server environment that includes the maximum requirements for all software being used including 3rd party software.	Hardware Specifications	Informed
4. Procure hardware.	Procured Hardware	Informed
5. Install and conduct hardware configuration.	Installed Hardware	Informed
6. Install and conduct software configuration.	Installed Software	Informed
7. Acquire, install, and configure any other physical items (printers, desktop hardware, and software, etc.).		Informed
8. Define and document process for deployment of client installs.	Client Deployment Process	Informed
9. Define and document configuration management processes and coordinator.	Configuration Management Process	Informed
10. Document installed technical environment.	Documented Technical Environment	Informed
11. Document technical installation process that is unique to the client environment.	Documented Installation Process	Informed

Activities	Deliverables/tools	PM role
12. Define the FTP site for transferring large files between the client and vendor.	FTP site	Informed
13. Define and develop a Disaster Recovery Plan.	Disaster Recovery Plan	Participate
14. Conduct team leads the meeting.		Participate
15. Conduct project management status meetings.		Lead
16. Conduct Project Steering Committee meetings.		Lead
17. Conduct ad-hoc meetings, as needed.		Lead
18. Document and archive meeting minutes.	Meeting Minutes	Participate
19. Prepare and present project status reports.	Status Reports	Lead
20. Track project costs.	Budget Reports	Lead
21. Develop and Implement a Workforce Transition Plan.	Workforce Transition Plan	Participate
22. Execute Communications and Change Management Plan.		Participate
23. Maintain and manage the Issues and Action Items Log.	Issues and Action Items Log	Lead
24. Maintain and manage the Decision Log.	Decision Log	Participate
25. Maintain and manage the overall project schedule.	Project Schedule	Participate
26. Monitor progress related to the completion of interface development, report development, data conversion, training, testing, and other major components of the project.		Participate
27. Maintain and manage the individual team schedules.	Project Schedule	Informed
28. Monitor the completion of team homework assignments.		Participate
29. Identify, initiate, review, and track change order activity.		Participate
30. Prepare project communications.		Participate
31. Resolve project issues.		Participate
32. Manage project staffing issues.		Informed

Activities	Deliverables/tools	PM role
33. Assign and coordinate resources to conduct project activities.		Informed
34. Coordinate logistics around staff, vendor, and facilities scheduling.		Informed
35. Schedule technical and application consulting sessions.		Participate
36. Monitor compliance of vendor(s) to their contract(s).		Lead
37. Monitor the overall status of the project and raise issues to the appropriate level within the project.		Lead
38. Review and comment, as needed, on the overall project timeline.		Lead
39. Monitor and report on project risks.		Lead
40. Review and approve/deny all vendor invoices.	Vendor Invoices Memo of Approval/Denial	Participate
41. Conduct bi-monthly Quality Review sessions between the Client and Software Vendor.	Quality Review Feedback Form	Lead
42. Define rights administrators.		Informed
43. Conduct training for rights administrators.		Informed
44. Define security needs.		Informed
45. Implement security classes.		Informed
46. Assign staff to security classes.		Informed
47. Determine application modifications, interfaces, and forms required.		Participate
48. Confirm modifications, interfaces, and forms requirements.		Participate
49. Develop modifications, interfaces, and forms.		Informed
50. Test and deploy modifications, interfaces, and forms.		Informed
51. Define the required custom reports.		Informed
52. Review and prioritize custom report requests.		Participate
53. Develop custom report specifications.		Informed

Activities	Deliverables/tools	PM role
54. Develop, test, and implement custom reports.		Informed
55. Define testing processes to conduct to include: • Static environment testing • System testing • Stress testing • User acceptance testing • Integration testing		Vendor Leads, PM will Participate
56. Develop a mechanism in which to track test issues.		Lead
57. Develop test packets and scenarios as part of testing.		Participate
58. Conduct various levels of testing.		Participate
59. Resolve issues discovered during testing.		Participate
60. Conduct software consulting sessions.		Vendor Leads, PM will Participate
61. Develop a mechanism for tracking of attendees at the training sessions.		Participate
62. Define training curriculum(s).	Training curriculum	Vendor Leads, PM will Participate
63. Identify trainers.	Trainers	Participate
64. Identify training locations.	Training locations	Informed
65. Procurement training equipment.		Informed
66. Develop training material.	Training Material	Participate
67. Schedule training sessions.		Participate
68. Copy and distribute training material.		Participate
69. Prepare training classrooms.		Participate
70. Conduct training sessions.		Vendor Leads, PM will Participate

Activities	Deliverables/tools	PM role
71. Define and develop decentralized end-user documentation.		Participate
72. Define and develop centralized user documentation.		Participate
73. Define and develop technical support documentation.		Vendor Leads, PM will Participate
74. Confirm data conversion requirements.		Participate
75. Develop data conversion maps.	Data Conversion Maps	Vendor Leads, PM will Participate
76. Develop data conversion programs.	Data Conversion Programs	Vendor Leads, PM will Participate
77. Extract data from legacy systems and send to the vendor.		Informed
78. Town to receive, load, and reconcile converted data.		Informed
79. Archive legacy data for historical reporting.		Informed
80. Conduct data conversion clean-up.	Converted Data	Informed
81. Develop a transition strategy.	Transition Strategy	Participate
82. Develop and execute a go-live checklist.	Go-Live Checklist	Participate
83. Define vendor support requirements both on-site and off-site for the go-live period and shortly thereafter. This would include support for integrated third-party products.		Participate
84. Go-Live.		Participate

3. Project closing and post-implementation support

Upon completion of the executing and controlling phases of the project, the project will transition to a project closing and transition to the support phase in which much of the time will be spent on resolving go-live issues and transitioning from an implementation to an on-going operational state of the system. The level of consulting implementation effort can vary significantly based upon level of client involvement and participation as well as the level of services being provided by the vendor.

We would anticipate the following activities being performed in this phase of the project:

Activities	Deliverables/Tools	PM Role
1. Identify post-implementation team activities that still require resolution.		Lead
2. Develop a post-implementation project plan.	Post-Implementation Plan	Lead
3. Define vendor post-go-live support requirements both on-site and offsite.		Participate
4. Transition Town from implementation to support.		Participate
5. Develop a transition plan from the vendor to the client.	Transition Plan	Vendor Leads, PM will Participate
6. Develop and document on-going system support procedures.	On-Going System Support Procedures	Participate
7. Develop and execute a script of activities to prepare for and conduct year-end fiscal cutover.	Year-end cutover checklist	Participate
8. Determine who will maintain issues log for each of the teams and at a PMO level.		Participate
9. Determine who will be monitoring error logs for the system on a regular basis.		Participate
10. Finalize the on-going support structure including roles and responsibilities of the different stakeholders.		Participate
11. Become involved in the vendor's user group.		Informed
12. Archive project records.		Informed
13. Closeout all contracts.		Informed
14. Conduct debriefing sessions on the product and services portion of the project.		Participate

4. References

City of Georgetown, TX
Leigh Wallace
Finance Director
300-1 Industrial Ave
Georgetown, TX 78626
512.930.3677
Leigh.Wallace@georgetown.org

ERP consulting services

The City selected Plante Moran to conduct a comprehensive Enterprise Resource Planning (ERP) needs assessment and selection project for the City to replace their legacy ERP System. This project included conducting interviews with process owners and process end-users, development of an ERP RFP, proposal analysis, and are in the process of facilitating vendor demos and additional due diligence activities. We assisted with contract negotiations and statement of work development with the selected ERP vendor.

Project Staff: Rujan, Riffel, Schwarz, Grossman | **Project Fees:** $110,000
Project Timeline: Jan 2017 – Oct 2018

City of O'Fallon, MO
Ms. Christy Hoeltge
Business Analyst
100 N Main St
O'Fallon, MO 63366
636.379.5427
CHoeltge@ofallon.mo.us

ERP Needs Assessment, System Selection, and Implementation Management Assistance

Plante Moran conducted a comprehensive Enterprise Resource Planning (ERP) needs assessment and selection project for the City to replace legacy applications within multiple lines of business, including finance, human resources, utility billing, and asset management. This project included conducting interviews with process owners and process end-users, development of an ERP RFP, proposal analysis, and due diligence assistance. We assisted the City with contract negotiations and statement of work development with the selected ERP vendor, and are currently providing implementation management assistance.

Project Staff: Schwarz, Grossman, Milne | **Project Fees**: $129,543

Project Timeline: August 2018 – Present

City of Longview, TX
Mr. Justin Cure
Director of Information Services
300 W. Cotton Street
Longview, TX 75606
623.773.7218
jcure@longviewtexas.gov

ERP System Selection

Assisted the City with selecting a new Enterprise Resource Planning (ERP) solution. This involved the creation of functional specifications, RFP development, proposal analysis, and due diligence assistance. Once the City selected their preferred finalist vendor, we assisted with statement of work development and contract negotiations with the selected ERP vendor.

Project Staff: Rujan, Pesis, Rajcevic, Rau | **Project Fees:** $49,920
Project Timeline: August 2018 – June 2019

City of Baton Rouge, LA

Mr. Eric Romero
Director of Information Services
222 Saint Louis Street, Rm. B284
Baton Rouge, LA 70802
225.389.3070
eromero@brgov.com

ERP Needs Assessment, System Selection and Implementation Management Assistance

Assisted the City with an assessment of existing ERP systems and selection of a future ERP solution. Incorporated future needs and related services into an ERP request for proposal, formal solicitation and analysis of proposals received. Upon completion of selecting the vendor, we then assisted in providing assistance in negotiating a contract and statement of work with the selected vendor. We also provided implementation management assistance associated with the implementation of the selected solution.

Project Staff: Rujan, Riffel, Rau, Blickhahn, Hogan **| Project Fees:** $700,000
Project Timeline: Feb 2014- Jan 2019

The City of Denton, TX

Cassey Ogden
215 E. McKinney Street
Denton, TX 76201
940.349.7195
Cassandra.Ogden@cityofdenton.com

Purchasing process improvement

Conducted a comprehensive review of the City's purchasing process for purchases above $50,000. Project activities included interviews with both end user departments and Purchasing Department staff, identification of improvement opportunities within the process, and creating an improvement implementation timeline.

Project Staff: Plomin, Rajcevic, Bevins, Hogan | **Project Fees:** $45,000
Project Timeline: March 2019- July 2019

Gulf Coast Water Authority, TX

Dave Davis
Assistant General Manager
3630 FM 1765
Texas City, TX 77591
409.797.4938
ddavis@gcwater.org

Financial and Capital Management Needs Assessment Consulting Services

Gulf Coast Water Authority (GCWA) is a wholesaler of water distribution that delivers water from three pump stations to approximately forty municipal, agricultural and industrial large consumption customers. Recently, GCWA has increased their basis of water distribution by 40%. GCWA was looking to improve their financial and capital project planning and management processes and contracted Plante Moran for assistance. We conducted a comprehensive financial and capital management needs assessment. Our assessment included assisting with project management activities; conducting interviews to identify gaps and opportunities in the current systems environment and supporting business processes; reviewing current policies and procedures; developing prioritized recommendations to meet the evolving technology and process demands of GCWA's rapid growth. Our assessment and recommendations were focused on the American Water Works Association (AWWA) and the Effective Utility Management (EUM) best practices.

Project Staff: Eiler, Rau, Blough, Graf, Feeley | **Project Fees:** $51,600
Project Timeline: November 2019 – April 2020

5. Pricing

We are proposing **a total fee of $73,440** encompassing all activities detailed in the table below for Phases 0-1c. We anticipate billing the Town on a monthly basis for services rendered in the prior month. Hours identified according to the activities listed can be reallocated to different phases to meet the needs of the project in consultation with Plante Moran to provide greater flexibility at the Town's option.

Core Scope	
Phase 0: Project Management	$ 13,440
Phase 1a: ERP Requirements Validation	$ 24,480
Phase 1b: ERP RFP Development	$ 9,600
Phase 1c: ERP Evaluation and Selection of Vendor	$ 25,920
Total for Requirement Validation and System Selection	**$ 73,440**
Optional Scope	
*Identify and Develop Issues & Opportunities**	*$13,440*
*Phase 2: Implementation Management Assistance***	*TBD*

Fee assumptions

Our fees are based upon the assumptions listed below. Should these assumptions change, we would adjust our professional fees accordingly, in consultation with the Town.

- This professional service not-to-exceed fee is predicated on the division of roles and responsibilities between the Town and Plante Moran staff
- We are proposing services at an all-inclusive blended rate
- Client data and information will be provided to Plante Moran in a reasonable format and timeframe requested
- Project status meetings will be conducted remotely and occur no more than once weekly with the Town's project manager
- For proposed phase 1 our pricing assumes:
    - Three (3) days of interviews/requirements validation meetings with Town stakeholders
    - Town will provide feedback to deliverables within 10 days
    - One (1) RFP for software and implementation/hosting services will be developed
    - Our team will provide a detailed vendor proposal analysis for up to ten (10) vendor proposals
- *The step to identify and develop issues and opportunities would typically be performed during Phase 1a of ERP requirements validation
- **The phase 2 implementation management fees will depend on the level of support desired. Below is a table of pre-implementation and on-going implementation management assistance roles with estimated hours/fees.

Implementation Management Roles

The activities listed in Phase 2: Implementation Management Assistance are typical for an implementation per the PMBOK methodology and is independent of the software Vendor/Integrator methodology. However, the actual level of effort can be better defined when a vendor is selected as their methodologies can differ and the Town fully understands their resource needs. Depending on the level of support desired, the commitments and costs of a project manager may vary. Below is a table of pre-implementation and on-going implementation management assistance roles that Plante Moran can support you with along with the estimated hours.

Implementation Assistance Role	Role Description	Estimated Hours
Pre-Implementation and Initial Project Support	Provide pre-implementation planning assistance and assistance during the first several months of the implementation project to ensure that project management processes, procedures, tools and templates are implemented and will be used effectively.	80-120 total hours during project pre-implementation
Contract Compliance	This is an important activity that most clients desire that can be provided as an aspect of any of the implementation services which generally involves review and approval of vendor project invoices based on the terms of the contract.	2 – 6 hours/week
Project Management Advisement	Work with the Town project manager on a weekly basis to ensure that the Town is organized in their thinking on current critical issues and upcoming project activities. This assumes some level of Plante Moran involvement in up-front planning.	6 – 10 hours/week
Co-Project Manager	Together with the Town's Project Manager, track and confirm that action items and homework are completed on time. Approve all invoices while tracking and reporting the monthly project budget. Ensure that the project adheres to the timeline and avoid scope creep.	8 – 15 hours/week
Project Manager	Act as the client project manager during the implementation. This equates to 0.5 – 0.7 FTE dedicated to the project implementation.	20 – 28 hours/week

Appendix A

Resumes



Education

Master of Public Policy Analysis and Administration (MPA)
Michigan State University

Bachelor of Science in International Relations
Michigan State University

Certified Government Chief Information Officer (CGCIO)

Rutgers University – Public Technology Institute

Selected publications

Riffel, Mike; Bailey, Mike. "Understanding and Mitigating IT Project Risks." Government Finance Review; June 2010.

Riffel, Mike. "Chapter 4 - Overview of the Current ERP Marketplace." The ERP Book: Financial Management Technology from A to Z. Chicago, GFOA, 2010.

Riffel, Mike; Kavanagh, Shayne, and Melbye, David. "Mission Critical: Evaluating and

Funding Business Application Projects." IT Budgeting and Decision Making; Maximizing Your Governments Technology Investment. Edited by Shayne Kavanagh. Chicago: GFOA, 2009.

Riffel, Mike; Kinney, Anne, and Taylor, Paul. "Strategies and Lessons." Revolutionizing Constituent

Mike Riffel, MPA, CGCIO

Partner
Management Consulting

Summary of experience

Mike has 15 years of experience in assisting the public sector through the information technology assessment, selection, and implementation process. Mike has facilitated the RFP development, proposal analysis, and system selection process for dozens of public sector organizations throughout the United States and has extensive knowledge of the functionality provided by public sector-focused enterprise solutions. Mike is well versed in conducting information technology assessments as well as working in technology implementation advisory roles, reviewing integrator deliverables, assisting in the design of a post-implementation support structure, and implementing change management techniques to ensure user acceptance of new business processes and/or technology.

Selected key clients

- City of Chandler, AZ
- City of Baton Rouge, LA
- City of Palo Alto, CA
- Sumner County, TN
- City of Bend, OR
- County of Marin, CA
- City of Fayetteville, AR
- City of North Miami Beach, FL
- City of Alexandria, VA
- Town of Nantucket, MA
- Hampton Roads Transit, VA
- Gwinnett County, GA
- Cook County Public Guardian, IL
- Village of Elk Grove, IL
- Montgomery County, TX
- City of Pflugerville, TX
- City of St. Louis, MO
- Suffolk County Water Authority, NY
- City of Corpus Christi, TX
- Town of Hempstead, NY
- Milwaukee County, WI
- Hampton Roads Sanitation District, VA
- City of Georgetown, TX

Professional experience

- **City of Georgetown, TX ERP Needs Assessment, System Selection, and Contract Negotiations/Due Diligence Assistance:** Mike was the Project Director for the City's ERP Needs Assessment and Solution Selection initiative. The City focused their efforts on selecting a multi-tenant "cloud" solution, and Mike provided industry knowledge and key considerations for local government when pursuing this off-premise hosted deployment approach. Mike also led the negotiations and due diligence phase of the project on behalf of Plante Moran.

Relationships: The Promise of CRM for the Public Sector. Chicago: GFOA

Professional training & affiliations

Government Finance Officers Association (GFOA)

Illinois Government Finance Officers Association (IGFOA)

New York Government Finance Officers Association (NYSGFOA)

Public Technology Institute (PTI)

Pi Alpha Alpha – National Honor Society in Public Administration

- **Elk Grove Village, IL ERP System Selection and Implementation:** As project director for the Village's ERP Needs Assessment, Selection, and Implementation effort, Mike was responsible for the successful documentations of the Village's critical business requirements and assistance in prioritizing key selection criteria. In addition, Mike provided leadership throughout the contract negotiations and due diligence activities with the selected vendor. Since 2016, The Village retained Plante Moran's project management advisory services and successfully went "live" with core financials, human resources, and payroll and utility billing.

- **Milwaukee County, WI Enterprise Platform Modernization Initiative:** Mike provided Project Manager leadership for the County's ERP needs assessment, RFP development, vendor selection, and contract negotiation phases of the ERP replacement project. The needs assessment, a current system total cost of ownership analysis, identification of software deployment methods (e.g., on-premise, vendor-hosted, and Cloud), and the development of financial analysis to produce a return on investment (ROI) calculation for the deployment method approaches identified. Mike also provided project management oversight for the implementation of the selected software vendor.

- **Hampton Roads Sanitation District, VA - ERP System Selection and Implementation:** As project manager for HRSD's ERP Needs Assessment, Selection, and Implementation effort, Mike was responsible for the successful documentation critical software specifications, use cases and leadership in defining key selection criteria. Mike advised HRSD procurement and legal throughout the contract negotiations and due diligence activities with the selected vendor. From 2014 – 2016, HRSD retained Plante Moran's project management advisory services and successfully went "live" with core financials, human resources, and payroll in a 24-month timespan.



Mark Richards

Partner
Management Consulting

Summary of experience

Mark is a 25-year business analytics professional known for his proactive approach coupled with out-of-the-box thinking. He applies logical methodology and creative flair to problem-solving and works well independently or as part of a team. Mark is an excellent communicator, adept at interacting with both technical customers and end-users.

Business analytics strategy: Mark works with clients to determine their analytics needs and how those needs fit into their enterprise model. This includes requirements sessions, facilitation, interviews, and questionnaires to uncover needs gap analysis, overall requirements, and prioritization.

Data warehousing architecture: Mark can architect data solutions to support client business needs (most often enterprise reporting). He accomplishes this by providing educational presentations, leading deep-dive analyses of existing systems and data, translating business needs to technical specifications, leading detailed discussions on functionality, and modeling data solutions to answer the business questions of today and tomorrow.

Customer training: Mark ensures customers can use their new solutions by delivering training in formal class settings, interactive workshops, and small group mentoring.

ETL development and report writing: Using market-leading software such as Informatica, IBM, and Tableau, Mark builds and develops data solutions to stage data for consumption and produce reports for visualization.

Project management: With a focus on both task management and customer relationship management, Mark has led the development and deployment of large and complex business analytics projects using a wide variety of hardware and software platforms.

Selected key clients

- Oregon Chief Education Office, OR
- Texas A&M University, TX
- Wichita State University, KS
- Virginia Commonwealth University Health System (VCUHS), VA
- Arkansas Bureau of Legislative Requests (BLR), AR
- Seattle City Light (SCL), WA
- San Diego Association of Governments, CA
- LA Department of Transportation

Education

Bachelor of Science, management science
University of Wales, UK

Certifications and accreditations

IBM Certified Cognos Solution Expert

InfoSphere Certified Information Server for Data Integration Fundamentals Technical Mastery

Informatica product accreditation

Certified Alteryx Designer Core

Alteryx Certified Professional

Professional experience

- **University of Southern California** - project managed a large university-wide project to establish a strategic performance management budgeting system. This included managing multiple technical resources on both sides, as well as complex dependencies and changes in scope across multiple phases.
- **Oregon Chief Education Office** - architected a solution for Oregon's Statewide Student Longitudinal data reporting system. The system captured data from multiple partner agencies (K12, community college, 4-year universities, etc.), matched, standardized and mastered the identity information, and organized the data to provide detailed cohort analysis needed to support the governor's 40:40:20 vision.
- **Texas A&M University** - worked with staff at the university to help them build our vision of a data warehouse is a driven reporting system. This included advising on software selection of data integration tools, education and architectural consulting, classroom instruction and interactive mentoring, and report writing.
- **Arkansas Department of Education** - architected and built a data system to capture student, staff and financial data collected from all the public K12 schools in the State of Arkansas, and standardize and blend them into a central database optimized for reporting.
- **Arkansas Department of Higher Education** - Developed a reporting system to manage lottery funding scholarship dollars and provide analytics capabilities for the State of Arkansas
- **California Newspaper Group (LANG and BANG)** - architected and developed a data integration solution to capture detailed information and analytics on advertising revenue data for a consortium of California newspapers
- **Seattle City Light** - architected and managed a solution to capture work order milestones for street light maintenance work undertaken by SCL work crews
- **Wichita State University** - provided architecture, development, education and data governance consulting to Wichita State University in moving their data reporting systems to new technology



Natalie Schwarz, PMP

Senior Manager

Management Consulting

Summary of experience

Natalie is a certified Project Management Professional with over 10 years of professional service experience consulting and implementing systems for a wide range of clients and industries. Natalie is a Chicago native and has been working in the Plante Moran downtown Chicago office for over 5 years in the Information Technology Management Consulting Government group. She specializes in assisting public sector entities. Assess, plan for, select, and implement enabling technologies within the public sector. Her areas of expertise include business process optimization specifically within Financial process areas, large-scale project management, and software needs assessments, selections, and implementations. She has experience in developing enterprise software needs assessments, identifying current state gaps and best-fit solutions, software requirements, business process reviews, and has successfully guided dozens of clients through the development of software requests for proposals, solution selection, vendor contract negotiations, and implementations initiatives.

Prior to Plante Moran, Natalie worked for a big four accounting firm focusing on practice and process development as well as large-scale project management for software implementations. Since coming to Plante Moran, Natalie has focused on servicing governmental clients only and is a member of the national and local Government Finance Officers Association (GFOA). Natalie's clients have included a wide range of local municipalities, counties, and special authorities.

Education

Bachelor of Finance & Accountancy, Illinois State University

Professional Certifications & Affiliations

Certified Project Management Professional (PMP)

Member of Project Management Institute (PMI)

Member of Illinois Government Finance Officers Association (IGFOA)

Member of Government Finance Officers Association (GFOA)

Certified, Thomson Reuters Indirect Tax OneSource

Certified, Vertex O Series

Certified, Oracle R12 E-Business Tax

Selected key clients

- Village of Glencoe, IL
- City of St. Charles, IL
- City of Lake Forest, IL
- City of Peoria, IL
- Milwaukee County, WI
- Milwaukee County Zoo, WI
- Milwaukee County Parks, WI
- City of Wauwatosa, WI
- St. Louis County, MO
- Boone County, MO
- City of O'Fallon, MO
- City of Kirkwood, MO
- Ramsey County, MN
- Three Rivers Parks, MN
- Horry County, SC
- City of Georgetown, TX
- Montgomery County, TX
- Jefferson County, CO
- Town of Cary Parks, NC
- Town of Natick, MA
- City of Santa Monica, CA
- Spotsylvania County, VA
- Regional Transportation Authority (RTA)
- Solid Waste Authority of Central Ohio (SWACO)
- Baton Rouge Parks Commission (BREC)
- Menorah Park

Professional experience

- **City of Georgetown, TX**: Project Manager for the City's ERP Needs Assessment and Solution Selection project. This included current and future state business process mapping. Assisted the City with developing their RFP strategy which focused on selecting a multi-tenant "cloud" solution.
- **City of Pflugerville, TX:** Project Manager for the ERP requirements and RFP development, and ERP solution selection project at the City.
- **City of O'Fallon, MO**: Project Manager for the ERP needs assessment, RFP development, and ERP solution selection project at the City. Lead contract negotiations with the City and selected vendor, and is currently assisting the City with their ERP implementation project.
- **Village of Glencoe, IL**: Project Manager for several projects at the Village including a comprehensive IT Assessment, which subsequently lead to an ERP needs assessment, development of RFP, and system selection to replace their legacy ERP system. Natalie is currently providing project advisory services for the Village's Tyler implementation project which is currently in-process.
- **City of Peoria, IL**: Project Manager for the four phased ERP implementation project, providing project management and advisory services. This included business process visioning and mapping for future state processes to be implemented in the new ERP system.
- **Montgomery County, TX**: Project manager for the pre-planning and project management phase of the County's ERP implementation project. Assisted with the ERP needs assessment and RFP development for the ERP system replacement project as well.



Kyle Macyda

Senior Consulting Manager

Management Consulting

Summary of experience

Kyle has over 20 years' of experience in designing, implementing, and managing information technology (IT) infrastructure solutions across a wide range of industries including education (K-12 & higher education), city & county government, non-profit, healthcare, manufacturing & distribution, retail & financial services, and private equity. His hands-on, technical experience includes various aspects of business continuity, disaster recovery, server-based computing, cloud computing, enterprise storage solutions, backup & recovery methodologies and data center technologies. He has expertise in system deployment, systems management and workload migrations. He has extensive of knowledge complex virtualized environments that include a mixture of on premise, private cloud and public cloud solutions for both server and endpoint virtualization. In addition to his technical capabilities, Kyle also advises clients on matters related to IT service delivery, outsourcing, governance, strategy, staffing, support and operations. His projects have required understanding clients' business needs and technology requirements, developing technology approaches, designing solutions, and providing hands-on assistance to ensure the successful implementation. Prior to joining Plante Moran, Kyle was a senior-level system engineer at one of the nation's top healthcare organizations, and in other roles elsewhere, has provided IT integration services to variety of clients and industries.

Education

Bachelor of Science in Computer Engineering

University of Michigan - Dearborn

Selected presentations

Cybersecurity in K12: PM Webinar

Professional training & affiliations

Microsoft Certified Systems Engineer

Microsoft Certified Professional

Project roles

Typical project roles include: on-site technology assessments, IT infrastructure planning, design, selection and implementation management. Areas of technical expertise: enterprise server and storage solutions, server virtualization and cloud technologies, backup and recovery, business continuity and disaster recovery, data center operations and management.

Selected key clients

- Broward County, FL
- Miami-Dade County, FL
- Hamilton County, OH
- Kent County, MI
- Lee County, FL
- Milwaukee County, WI
- Monterey County, CA
- Oakland County, MI
- Pierce County, WA
- City of Detroit, MI
- City of Livonia, MI
- City of Monroe, MI
- City of St. Louis, MO

Professional experience

Senior IT consulting manager with current and past experience on a number of ERP and other software business modernization projects within Plante Moran's governmental consulting practice to include the following relevant client experiences.

- **Broward County, FL – ERP Third Party Implementation Assurance Services**
  Provided technical project management and advised on matters related to IT infrastructure systems including aspects of cybersecurity. Facilitated discussions and resolution of issues among the County, ERP vendor and external stakeholders as necessary to maintain the project schedule and mitigate project risks. Served a as client advocate ensuring the technical environment was deployed and configured in accordance with contractual obligations and delivery of technical documentation was in accordance with the County's expectations.

- **Miami-Dade County, FL – ERP Third Party Implementation Assurance Services (In Progress)**
  Provided technical project management and advised on matters related to IT infrastructure systems including aspects of cloud infrastructure hosting. Facilitated discussions and resolution of issues among the County, ERP vendor, hosting vendor and external stakeholders as necessary to maintain the project schedule and mitigate project risks. Served a as client advocate ensuring the technical environment was deployed and configured in accordance with contractual obligations and delivery of technical documentation was in accordance with the County's expectations.

- **Monterey County, CA – ERP Third Party Implementation Assistance Services**
  Provided technical project management and advised on matters related to IT infrastructure systems including aspects of cybersecurity. Facilitated discussions and resolution of issues among the County, ERP vendor and external stakeholders as necessary to maintain the project schedule and mitigate project risks. Assisted in the review and remediation of issues related to the ERP technical architecture. Served a as client advocate ensuring the technical environment was deployed and configured in accordance with contractual obligations and delivery of technical documentation was in accordance with the County's expectations.

- **Milwaukee County, WI – ERP Third Party Implementation Assurance Services**
  Provided technical project management and advised on matters related to IT infrastructure systems including aspects of cybersecurity. Facilitated discussions and resolution of issues among the County's technical team, business units, ERP vendor and external stakeholders as necessary to maintain the project schedule and mitigate project risks. Served a as client advocate ensuring the technical environment was deployed and configured in accordance with contractual obligations and delivery of technical documentation was in accordance with the County's expectations.



Matthew Bohdan, CPA, CIA, MBA

Senior Manager

Risk and Accounting Advisory Services

Summary of experience

Matt has over 10 years of public accounting and management consulting experience providing services to clients in a number of industries, including higher education. Matt is a member of Plante Moran's Risk and Accounting Advisory Services practice and is responsible for assisting clients with various accounting and internal control-consulting projects. Responsibilities include managing projects related to enterprise risk management, internal audit, compliance, process assessment and implementation, business planning, financial reporting, and providing interim accounting assistance to organizations in transition.

Selected key clients

- Lansing Community College
- Calvin College
- State Treasurer of Ohio
- Exela Technologies
- Spartan Motors
- American Axle
- Town of Cary, NC
- Great Lakes Water Authority
- Miami-Dade County
- City of Norfolk
- Milwaukee Metropolitan Sewage District

Education

Bachelor of Business Administration in Finance, Grand Valley State University

Master of Business Administration, Walsh College of Accountancy and Business Administration

Professional training & affiliations

Certified Public Accountant

Certified Internal Auditor

Institute of Internal Auditors

Michigan Association of Certified Public Accountants (MICPA)

Recent and relevant project experience

Miami-Dade County: Currently, working with the County to analyze project developed process documentation flowcharts to identify existing design areas of financial reporting and operation risk. Overlay existing design and proposed internal controls to project developed process documentation. Perform process walkthroughs with Miami-Dade County personnel to confirm implementation and effective internal control design.

Milwaukee Metropolitan Sewage District - Currently, working with the District establish a segregation of duties (SOD) matrix, identify controls to mitigate the risks associated with segregation of duties conflicts and conduct on-going monitoring activities to ensure that SOD conflicts are effectively managed.

Town of Cary, NC: Worked with the Town to perform an internal control review and enterprise risk assessment to identify gaps in the Town's control framework and provide recommendations for improvement and implementation of best practices.

City of Norfolk, VA: Worked with City to perform a financial process improvement project to assist the city in implementing best practices and developing a risk and control matrix.

Great Lakes Water Authority: Worked with the Authority to review the control environment related to GLWA's procure to pay (P2P) processes. Additionally, he served as the subject matter expert to assess GLWA's documentation and existing policies/procedures, conducting process walkthroughs to understand the high-priority areas and the Procure to Pay process from beginning to end, developing process maps with controls and control weaknesses noted and summarizing observations and recommendations for GLWA management's consideration.



Nina Rajcevic

Senior Consultant
Management Consulting

Summary of experience

As a consultant at Plante Moran, Nina has experience providing consulting services to government and public sector organizations. Her experience includes ERP software needs assessments, system selections and implementations as well as process mapping and optimization activities. Furthermore, Nina has experience specifically within the Human Resources function of many public organizations.

ERP Assessments and System Selections: Nina's experience in municipal ERP Needs Assessment engagements include facilitating interviews and process mapping sessions, documenting issues and opportunities, developing report materials and system requirements. During the RFP development and system selection process, she has assisted with vendor proposal analysis and facilitated vendor demonstrations. Nina has also assisted with the development of training materials and project management for implementations.

Human resources focus and expertise: During Nina's time with Plante Moran, she has been involved with various Human Resources engagements to optimize processes and policies. As a Human Resources and Payroll lead on multiple projects, she has assisted with providing recommendations around optimizing processes and procedures in the subject areas of Human Resources and Payroll. Her experience on these engagements includes facilitating departmental review sessions to capture key issues and opportunities for improvement within the department area. Additionally, she works on mapping detailed current and future-state process maps to standardize business processes within the Human Resources and Payroll functions. Nina has also worked in a project management role for a large audit client, providing support throughout the audit.

Education

Bachelor of Science in Information Systems and Information Technology and in Marketing
University of Illinois at Urbana-Champaign

Professional training & affiliations

Society for Human Resource Management (SHRM)

Selected key clients

- Great Lakes Water Authority, MI
- Valley Metro Transit Agency, AZ
- Baton Rouge Recreational Authority
- Village of Arlington Heights, IL
- City of West Palm Beach, FL
- Toho Water Authority, FL
- Prince William County, VA
- Gwinnett County, GA
- City of San Mateo, CA
- City of Pflugerville, TX
- City of St. Louis, MO
- City of St. Charles, IL
- Elk Grove Village, IL
- City of Peoria, IL
- City of Detroit, MI
- City of Denton, TX
- City of Longview, TX
- Town of Cary, NC
- Ramsey County, MN
- Anoka County, MN

Professional experience

- **City of Pflugerville ERP System Selection.** *Human Resources Lead Consultant* currently assisting the City with a detailed review of their Human Resources and Payroll functions in order to develop requirements for a new ERP system selection. As the functional lead for the Human Resources and Payroll areas, responsibilities included facilitating interviews, developing process maps with linked issues and opportunities for improvement and developing functional use case requirements to include in the RFP for a new system.
- **Baton Rouge Recreational Authority, LA Human Resources Optimization Project.** *Project Consultant* on the Human Resources operations evaluation for the Baton Rouge Parks Commission (BREC). Responsibilities included developing detailed process maps for all components of the employee lifecycle, identifying areas for improvement and developing a detailed action plan to improve their Human Resources operations and department, which included assisting with a reorganization of the Human Resources department.
- **Great Lakes Water Authority HR/Payroll System Reimplementation.** *Project Consultant* for the reimplementation of the Human Resources and Payroll system. Responsibilities on this project included documenting detailed current and future state process maps, developing policies, tracking action items and ensuring re-implementation risks were addressed in a timely and appropriate manner to ensure successful reimplementation of the solution.
- **City of St. Louis, MO ERP System Selection.** *Project Consultant* for the ERP Assessment & Selection Project. Supported facilitation of discovery interviews as well as requirements development for a new ERP system, including the Human Resources and Payroll system. Efforts including developing a Total Cost of Ownership (TCO) model and calculation for each option.
- **Elk Grove Village, IL Human Resources System and Operations Review.** *Project Consultant* on the Human Resources system and operations review for the Village. Responsibilities included facilitating interviews with leadership to understand challenges and areas of opportunity within the Human Resources department at the Village.



Education

Bachelor of Science in Business Administration, Information Systems and Finance specializations
The Ohio State University

Mike Grossman

Senior Consultant
Management Consulting

Summary of experience

Mike has over three years of experience in Plante Moran's IT Consulting practice. He has worked on a variety of enterprise software replacement and implementation projects with a focus on the government sector. Prior to joining Plante Moran, he graduated from The Ohio State University with a Bachelor of Science in Business Administration with Information Systems and Finance Specializations. He has taken classes in requirements analysis, analysis and design of information systems, and information systems planning and management.

Mike's experience in implementation projects includes supporting the PMO by monitoring issues and risks, creating status updates, creating project plans, and supporting testing. This includes activities such as identifying and prioritizing test scenarios, creating UAT test scripts, monitoring the outcome of tests, and developing end-user training materials.

Mike has experience in the current state system and process analysis, future state planning, enterprise resource planning system selection projects, and ERP implementation projects. Project experience includes interviewing users, business process mapping, documenting functional requirements, and identifying gaps and opportunities for improvement in the current solution and business processes. He has created a total cost of ownership estimates based on the client's size and scope of the project, assisted in RFP development, lead proposal analysis of the vendors' RFP responses, and facilitated vendor demonstrations.

Selected key clients

- City of Georgetown, TX
- Las Vegas Visitors and Convention Authority
- City of O'Fallon, MO
- City of Kirkwood, MO
- American Health Information Management Association, Chicago IL
- City of Peoria, IL
- County of Kent, MI
- County of Monterey, CA
- State of Wyoming
- Regional Transportation Authority, Chicago IL
- Saint Louis University
- City of Roswell, GA
- City of Sunnyvale, CA
- County of Ramsey, MN
- Crystal Clinic, Akron OH
- City of Hollywood, FL
- City of Palo Alto, CA
- County of Boone, MO
- County of Yakima, WA
- Golden Gate Bridge Highway and Transportation District

Professional experience

- **City of O'Fallon, MO**: Currently providing project management oversight and assistance for ERP, HCM, and Community Development system implementations (Tyler Munis and EnerGov). Previously assisted the City by developing an ERP needs assessment report, including interviewing stakeholders, detailing issues and opportunities for improvement, and creating process maps. Assisted City with RFP development, requirements definition, and proposal analysis. After the City selected Tyler as their preferred vendor, assisted with contract negotiations and statement of work development.

- **City of Georgetown, TX**: Worked with City to develop an ERP Needs Assessment for their legacy Tyler Incode solution. Interviewed stakeholders, documented issues and opportunities for improvement, and created process maps. Assisted City with RFP development, requirements definition, and proposal analysis.

- **City of Kirkwood, MO**: Worked with City to develop an ERP Needs Assessment. Interviewed stakeholders, documented issues and opportunities for improvement, and drafted Needs Assessment Report. Assisted City with RFP development, requirements definition, and proposal analysis.



Grace Feeley

Consultant

Management Consulting

Summary of experience

As a consultant at Plante Moran, Grace has 3 years of experience providing consulting services to government and public sector organizations. Her expertise includes ERP software needs assessments, system selections, and implementations as well as process mapping and optimization activities.

Grace's experience in municipal ERP Needs Assessment engagements to include facilitating interviews and process mapping sessions, documenting issues and opportunities, developing report materials, and system requirements. During the RFP development and system selection, she has assisted with vendor proposal analysis and facilitated vendor demonstrations. Grace has also assisted with the development of training materials and project management for implementations.

During Grace's time with Plante Moran, her experience includes conducting departmental review sessions to capture key issues and opportunities for improvement. Additionally, she works on detailed mapping current, and future-state process maps to standardize business processes within the Human Resources, Payroll, and Utility Billing functions. Grace has also worked in a project management role for an extensive audit client, providing support throughout the audit.

Selected key clients

- State of Wyoming – Game & Fish Department
- Montgomery County, TX
- Gulf Coast Water Authority, TX
- City of St. Louis, MO
- Wayne County, MI
- Elk Grove Village, IL
- Village of Arlington Heights, IL
- Jefferson County, CO
- City of Greeley, CO
- City of DeLand, FL
- Milwaukee Metropolitan Sewage District. WI
- City of O'Fallon, MO
- Ramsey County, MN
- City of Wauwatosa, WI
- Kent County, MI

Education

Bachelor of Science in Informatics with an Emphasis in Business
Indiana University, Bloomington

Professional experience

- **Montgomery County, TX – ERP Implementation Project** Assisted in the implementation set up activities by ensuring everyone was in attendance, Montgomery County Project Manager and Infor Project manager were on task, and the change management team was prepared and talking to the correct individuals. I also conducted a weekly status call with the Project Management Office to discuss issues for escalation, and approaches to problem solve. Additionally, Infor hosted a monthly Executive Steering Committee meeting to report progress to County executives that I attended for moderation.

- **Gulf Coast Water Authority, TX – Financial and Capital Management Assessment** Assisted in an assessment of Gulf Coast Water Authority's Financial and Capital Management processes and related systems to support improvements in accounting, asset management, and provided insight into acquiring and deploying new project management software to support capital program planning and management. We are currently working on securing a contract with the Authority to assist in the acquisition and deployment of new software.

- **Village of Arlington Heights, IL – ERP Needs Assessment and Selection** Assisted in an assessment of the Village's 1996 ERP Software to assess current state processes as well as improvement opportunities in the future state. In August 2020, we will be working through analyzing proposals from vendors looking to fulfill the Village's needs. The ERP replacement project will modernize the City's business systems complementing public safety and welfare services performed by over 550 staff professionals throughout the Village's operations.

- **City of DeLand, FL – ERP Selection** After the City of DeLand had conducted interviews and gone through the ERP Selection process with my colleagues, I assisted in business process mapping (current and future state maps) for the City to ensure that they had future state process improvements reviewed and approved with their board prior to bringing in the selected ERP vendor to begin implementation. We then reached out and worked with the selected ERP vendor to facilitate vendor demonstrations of the future state we had mapped out to meet the City's best practice needs.

- **Ramsey County, MN – Procurement Center of Excellence** Assisted in creating a project charter to identify key objectives of the project as well as attended interviews to assist in populating a RACI (Responsible, Accountable, Consulted, Informed) matrix for Ramsey County's purchasing department. The purpose of this was to identify roles and responsibilities for procurement staff and make recommendations for improvements the County should make.



Lori (Humm) Blackmon, MPA, PMP, CCMP, CGCIO

Consulting Manager
Management Consulting

Education

Bachelor of Arts in Political Science
Virginia Commonwealth University

Master of Public Administration
George Mason University

Professional training & affiliations

Certified, Government Chief Information Officer (CGCIO), Public Technology Institute

Certified, Project Management Professional (PMP), Project Management Institute

Certified, Change Management Professional (CCMP), Association of Change Management Professionals

Member, Project Management Institute (PMI)

Member. South Florida PMI Chapter

Pi Alpha Alpha Honor Society

Summary of experience

Ms. Blackmon has over 30 years of experience in planning for and managing the implementation of IT solutions to optimize service delivery for organizations. She has conducted needs assessments and developed strategic plans to address internal control requirements, streamline operations, create value streams, and close administrative gaps. She has concentrated experience in transportation departments, assisting in the acquisition of ERPs, designing enterprise solutions to meet infrastructure management requirements, including maintenance management, asset management, grants management, and project costing. Prior to joining Plante, Lori worked for the Virginia DOT before moving on to managing ERP implementations in Alaska, Louisiana, and Mississippi implementations.

Lori is also certified in change management, developing change management, and other plans such as stakeholder, resource, learning, and measurement management plans for projects as well as creating persuasion campaigns to balance the economic and the organizational values that come with major transformations.

Selected key clients

- State of Washington
- Trilogy Health Services
- Salem Cherriots, OR
- City of Sunnyvale, CA
- Columbus Regional Airport Authority, OH
- Washtenaw County Road Commission, MI
- County of Miami-Dade, FL
- County of Lee, FL
- County of Monterey, CA
- Golden Gate Bridge Highway Transportation District, CA
- Kansas City Area Transportation Authority, MO
- Hillsborough County Aviation Authority (Tampa Airport), FL
- City of Hollywood, FL
- *Alaska Department of Transportation
- *Colorado Department of Transportation
- *Mississippi Department of Transportation
- *Louisiana Department of Transportation

*Client was prior to Lori joining Plante Moran

Professional experience

- **State of Washington** Financial and HR ERP Procurement: Project Manager - Assisting the State in the selection of a core ERP system, replacing multiple financial, procurement, and human resource systems. Created and manage the project schedule, conduct oversight on project activities, and perform quality assurance on deliverables.
- **Nebraska Department of Transportation** ERP Needs Assessment: Technical Advisor - Assisting the project team with expertise related to federal billing process requirements for the replacement of the financial, procurement, and maintenance management systems.
- **Salem Mass Transit (Cherriots)** Tyler MUNIS Project Assessment: Project Manager - Reviewed project plans, interviewed staff, and performed quality assurance review of deliverables. Assessed the software configuration against requirements and identified gaps. Developed a new project work plan and resource management plan for project restart.
- **Wyoming Department of Game and Fish** Budget and Document Management RFP Procurement: Project Manager - Managed the project schedule and requirements gathering process for the acquisition of a budgeting system and document management system. Also oversaw the development of analytic dashboards for the reporting of licenses and revenue collections.
- **City of Sunnyvale, CA** ERP Implementation: Project Manager/Change Manager - Assisted the City in the project initiation activities for implementation of Oracle Cloud Fusion for financials and human resources. Created project charter, project management plan, and managing the City team in support of implementation tasks. As the change manager, created the change management portfolio of documents, including the change plan, communications plan, resource management, and benefits measurement plans: performed stakeholder analysis and created heat maps with response strategies.
- **Columbus Regional Airport Authority** ERP Assessment: Project Manager - Performed an assessment of the current Microsoft Dynamics ERP to determine viability for future support. Interviewed staff, developed technology roadmaps, and a tactical plan to prepare the Authority for a future ERP upgrade.
- Served as Project Manager for the Washtenaw County Road Commission IT Organizational Assessment. Led a team through an organizational and technical assessment of the current IT operations of the Commission. Wrote an assessment report with recommendations to restructure the office and move operations to outsource. Redesigned the IT office, developed new help-desk procedures, and wrote user guides.
- **County of Monterey, CA** Financial ERP Upgrade: Project Manager - Supported the County staff through the day-to-day activities to deploy an upgrade to CGI Advantage. Facilitated daily stand-ups using a Kanban board and ad hoc solution-development meetings to maintain on-time delivery of the project. Wrote test scripts and managed the user acceptance testing process, as well as all training materials and the training delivery plan. Developed the cutover plan and managed the cutover process.



Robin Milne, MBA, PMP, SLLP, LBBP, PMI-ACP

Principal

Management Consulting

Summary of Experience

Robin has over twenty-five years' experience assisting clients with various technology related needs specifically devoted to serving governmental clients at the local, County and State level. Ms. Robin Milne is an enterprise financial, human resource and administrative management expert. She has developed requirements, conducted alternatives analysis and cost-benefit analysis, performed business process reviews, and has performed detailed system analysis, design and implementation of local and state governments.

ERP Solution Lifecycle Deployment: Significant experience in managing the entire process of selecting and deploying ERP solutions for governmental clients. This includes conducting needs assessments, cost benefit analysis, defining system requirements, selecting and evaluating potential technology solutions, contract negotiations, statement of work development, business and system design, development, testing, and implementation services.

Transportation/Transit Expertise: Experience in developing systems for projects and grants for transit and transportation authorities and departments, including FHWA testing and certifications.

Project Management: Significant experience providing leadership in the development and deployment of business applications on a wide variety of hardware and software platforms. Her experience has guided organizational development and positive change efforts in client administrative operations. She has consistently achieved organizational effectiveness by streamlining operations and leading teams and business units to peak performance.

Education

Master of Business Administration
William Woods University
Bachelor of Business Administration
Eastern Washington University

Professional Certifications & Affiliations

Certified Project Management Professional (PMP), Project Management Institute (PMI)
Certified, Six Sigma Lean Professional (SLLP)
Certified, Lean Black Belt Professional (LBBP)
Project Management Institute, Agile Certified Practitioner (PMI-ACP)
Studying for Certified Public Accountant (CPA)

Selected Presentations

Change Management, National Association of State Comptrollers, 2017
Change Management, Emerging Leaders, 2017 , 2020
ERP Lessons Learned, National Association of State Comptrollers, 2019

Selected Key Clients

- State of Wyoming
- County of Monterey, CA
- Kansas City Area Transportation Authority, MO
- Hillsborough County Aviation Authority, FL
- State of Florida, Department of Rehabilitation and Liquidation
- Milwaukee County Transit Systems, WI
- Outagamie County, WI
- City of Appleton, WI
- State of Iowa, Department of Transportation
- State of Iowa
- State of Missouri
- State of Missouri Department of Social Services
- Hampton Roads Transit, VA
- State of Illinois, Treasury
- State of Michigan, Senate
- City of Bismarck, ND
- County of Milwaukee, WI
- Hillsborough Area Transit Authority, FL
- State of Oregon
- State of Alaska

Professional experience

- **SaaS ERP Selection for the State of Washington.** *Project Manager.* Currently serving as the project manager for the State of Washington, OneWa program to define requirements, use cases, prepare RFPs and conduct selection and negotiations for the State of Washington's SaaS ERP solution and software integrator.
- **State of Washington, Department of Natural Resources.** *Project Advisor.* Currently serving as an advisor to the IT assessment and strategic plan for the Department.
- **State of Nevada and State of Nevada Department of Transportation SAP Implementation.** Serving as a *Subject Matter Expert* to support the State of Nevada implementation of SAP as the new ERP solution. Primary areas of support include the development of the new Chart of Accounts and the preparation for the Federal Highway Administration certification for the Department of Transportation.
- **ERP Assessment for the State of Wyoming, Game and Fish.** *Project Manager.* Conducted an ERP Assessment for the State of Wyoming Game and Fish Department. This has resulted in identified system gaps that can be addressed either through internal updates to processes and system capabilities, or through conducting a selection of additional system modules to support manual business processes.
- **Human Resource and Payroll ERP IV&V Project Manager for Miami-Dada County.** Served as Miami-Dade County's *IV&V project manager* over the Human Resource and Payroll ERP Implementation of Oracle. This included reviews of deliverables, issues papers, decision papers, and advising the County and the ERP Vendors to reduce risk to the project implementation.
- **City of Sunnyvale, CA.** *Subject Matter Expert* assisting the City with the development of a new Chart of Accounts for the preparation of an Oracle Fusion implementation.
- **State of Wyoming.** *Project Manager* to redesign the chart of accounts for the entire state including the cost accounting chart of accounts, assisted with testing, and performed IV&V for the upgrade. This includes redesigning the processes for the development of the CAFR and SEFA reports. The State of Wyoming engaged Plante Moran to review and redesign the statewide chart of accounts for the State. Plante Moran understands the Wyoming Online Financial System (WOLFS) software, and understands the importance of a well-designed, flexible and expandable chart of accounts.
- **Kansas City Area Transit Authority (KCATA).** *Project Advisor*. Worked as a project advisor on an organizational review of the transit operations. This included identifying organizational changes necessary to perform at a higher standard.
- **City of O'Fallon, MO.** *Project Manager* for the initial needs assessment of the ERP systems in preparation for developing a new ERP RFP.

We look forward to working with you.
Please contact us with any questions.



Mike Riffel
Engagement Partner

312.602.3539
Mike.Riffel@plantemoran.com
10 South Riverside Plaza,
Chicago, IL 60606-3770

99% OF CLIENTS SAY THEY WOULD RECOMMEND PLANTE MORAN



One of the largest CPA and consulting firms in the United States.

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	7. F.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve **Granting an Electric Line Easement and Right-of-Way to Coserv Electric along Lakefront Drive.**

DESCRIPTION:

As part of the upcoming development projects along Lakefront Drive and Main Street, Coserv Electric has designed a project to relocate the existing overhead electric facilities underground. In order to accommodate the proposed buildings, parking areas, and other utilities, additional easements are required to provide legal access to the relocated electrical facilities. The proposed easement is located within surplus right-of-way that the Town previously acquired when Lakefront Drive was constructed.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Electric Easement

Excerpt from Coserv Plans

After Recording, Return to:
Kevin W. Haney
McGinnis Lochridge LLP
c/o 7701 South Stemmons Freeway
Corinth, Texas 76210

For CoServ Use Only:
MAP GRID: _____
WO NO.: 1005074 SO NO.: _____
EASEMENT NO.: _____

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

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

EFFECTIVE DATE: _____, 2021.

GRANTOR: TOWN OF LITTLE ELM, TEXAS, a Texas home rule municipality.

GRANTOR'S MAILING ADDRESS (including county): Town of Little Elm, Texas
_____
_____
Attention: _____
E-Mail: _____

GRANTEE: DENTON COUNTY ELECTRIC COOPERATIVE, INC., d/b/a COSERV ELECTRIC
7701 South Stemmons Freeway
Corinth, Denton County, Texas 76210
Attention: President
E-Mail: legalnotices@coserv.com

CONSIDERATION: The provision of electrical service and/or other benefits inuring to GRANTOR and/or Ten and No/100's dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to GRANTOR being hereby expressly acknowledged and accepted by GRANTOR.

EASEMENT PROPERTY: The EASEMENT PROPERTY is that certain tract or tracts of land more particularly described in the attached Exhibit A, incorporated herein by this reference for all purposes, together with the subsurface below and air space above the tract(s) of land.

PROJECT: The PROJECT(s) means underground-type electric transmission and/or electric distribution line or lines, consisting of a variable number and sizes of wires, cables, and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, above-ground padmounted transformers and equipment, and other facilities whether made of wood, metal or other materials).

GRANT: GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants, sells, and conveys to GRANTEE an EASEMENT appurtenant and Right-of-Way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever.

PURPOSE: The EASEMENT, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, expanding, removing, inspecting, patrolling, and/or repairing the PROJECT(s) or any part of the PROJECT(s), and making connections to GRANTEE's electric system. The PURPOSE shall also include use of the EASEMENT, right-of-way, rights and privileges granted herein for any use directly related to the PROJECT(s) or financing of the PROJECT(s), including but not limited to performing archeological, historical, environmental, or other studies. GRANTEE shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the PROJECT(s). GRANTEE shall have the right to temporarily use such portions of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the PURPOSE stated, or any one or more of them relating to the PROJECT(s), or any part thereof, from time to time; provided, however, that no portion of the PROJECT(s) shall be installed outside the EASEMENT PROPERTY.

ACCESS: GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated PURPOSE. GRANTEE shall also have the right of pedestrian, equipment, and vehicular ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable pedestrian, equipment, and

vehicular ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access.

TERM: The EASEMENT, right-of-way, rights, other privileges and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless expressly abandoned by GRANTEE and each of GRANTEE's licensees and/or permittees, if any, for a continuous period of 10 years.

TREES: GRANTEE shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the EASEMENT PROPERTY or otherwise necessary to realize the PURPOSE herein stated.

STRUCTURES: GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structure, obstruction or improvement, except that GRANTOR shall be permitted to place within the EASEMENT PROPERTY paved driveways, paved parking areas, paved sidewalks, paved walkways, concrete curbing, and landscaping that does not unreasonably restrict or prevent GRANTEE from utilizing the EASEMENT PROPERTY for the stated PURPOSE (collectively, the "PERMITTED IMPROVEMENTS"). Upon the request of GRANTEE, GRANTOR promptly shall remove from the EASEMENT PROPERTY any structure, improvement, or obstruction that GRANTEE determines in its reasonable discretion must be removed in connection with its use of the EASEMENT PROPERTY for the stated PURPOSE; provided, however, if such structure, improvement or obstruction requested to be removed by GRANTEE is a PERMITTED IMPROVEMENT, the cost of removal and the cost to restore and/or replace such PERMITTED IMPROVEMENT shall be borne by GRANTEE. In all other events, the cost of removal of any structures, improvements or obstructions shall be borne by GRANTOR. Additionally, if GRANTOR fails to promptly remove the item requested by GRANTEE, GRANTEE shall have the right to remove same from the EASEMENT PROPERTY with the cost of removal and the cost of any subsequent restoration and/or replacement to be borne by the applicable of GRANTOR or GRANTEE as provided above in this paragraph.

DAMAGES: It is understood and agreed that the CONSIDERATION received by GRANTOR includes adequate compensation for the grant of the easement, right-of-way and other rights, privileges and appurtenances contained in this instrument and any damages arising out of GRANTEE's lawful exercise of any PURPOSE. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, and obstructions. Notwithstanding the foregoing, GRANTEE shall repair and/or restore the surface of the EASEMENT PROPERTY and the surface of GRANTOR's adjacent property to substantially the same condition as existed immediately prior to any damage thereto that is directly caused by GRANTEE's exercise of its rights hereunder; provided, however, that in no event shall GRANTEE have any obligation or liability to repair and/or restore any structure, obstruction or improvement located on the EASEMENT PROPERTY that is not permitted to be located thereon in this instrument.

MINERALS: GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY. GRANTOR agrees to consult with GRANTEE concerning the location of GRANTEE's facilities in the EASEMENT PROPERTY prior to exercising GRANTOR's rights under this paragraph. GRANTOR indemnifies and agrees to hold GRANTEE harmless for and against all losses, costs, expenses, and other claims that may be suffered by, or otherwise claimed against GRANTEE in whole or in part due to GRANTOR's exercise of its rights under this paragraph.

OWNERSHIP: GRANTOR agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the EASEMENT PROPERTY shall at all times remain the property of the GRANTEE and are removable at the option of the GRANTEE, regardless of the extent to which such items are attached or affiliated to the EASEMENT PROPERTY or any improvements thereon, or the extent to which removal of such items may damage such items or the EASEMENT PROPERTY or improvements located thereon.

AUTHORITY: GRANTOR represents and warrants to GRANTEE that GRANTOR has the full right, power, and authority to execute and deliver this Electric Line Easement and Right-of-Way, that this Electric Line Easement and Right-of-Way does not violate the terms or provisions of any other agreement to which GRANTOR is a party (including from any mortgage) or to which the EASEMENT PROPERTY is subject, that each person signing this Electric Line Easement and Right-of-Way on behalf of GRANTOR is authorized to do so, and that GRANTOR has obtained any and all third party consents (including from any mortgagee) necessary for the execution and delivery of this Electric Line Easement and Right-of-Way.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal and legal representatives, successors, and assigns, and shall be covenants running with the land for the benefit of GRANTEE. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, authorized agents, licensees and permittees of GRANTEE. GRANTEE shall have the right to assign this instrument, and the rights and privileges hereunder in favor of GRANTEE, in whole or in part.

MULTIPLE COUNTERPARTS: This Electric Line Easement and Right-of-Way may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed collectively to be one and the same instrument.

WARRANTY: GRANTOR warrants and shall forever defend the EASEMENT to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

EXECUTED as of the EFFECTIVE DATE.

GRANTOR:

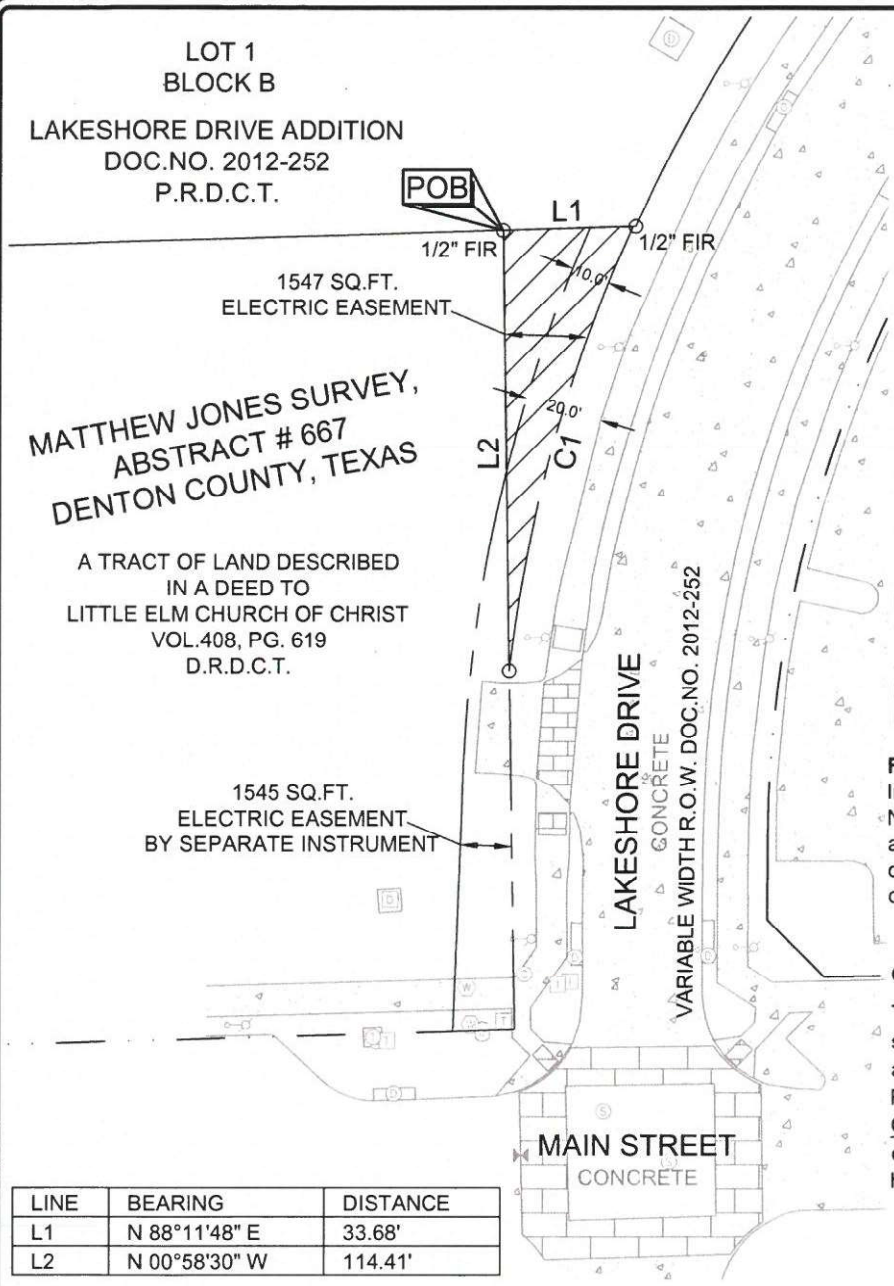
TOWN OF LITTLE ELM, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF _____§
§
COUNTY OF _____§

This instrument was acknowledged before me on this _____ day of _____, 2021, by _____, _____ of the Town of Little Elm, Texas, a Texas home rule municipality, on behalf of said municipality.

_____
NOTARY PUBLIC



Being all that certain parcel of land being situated in the Matthew Jones Survey, Abstract Number 667, Denton County, Texas, and being a part of a the Lakeshore Drive Right-of-way as shown on Plat recorded in Document Number 2012-252 and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the Northeast corner of a tract of land described in deed to Little Elm Church of Christ, recorded in Volume 408, Page 619, Deed Property Records, Denton County, Texas, in the South line of Lot 1, Block B, Lakeshore Drive Addition, as shown on Plat recorded in Document Number 2012-252, Plat Records, Denton County, Texas;

THENCE North 88 degrees 11 minutes 48 seconds East, along said South line, a distance of 33.68 feet to a point at the beginning of a curve to the right with a radius of 380.37 feet and a chord bearing and distance of South 15 degrees 21 minutes 30 seconds West, a distance of 119.73 feet;

THENCE along said curve, an arc length of 120.23 feet to a point in the East line of said Little Elm Church of Christ tract;

THENCE North 00 degrees 58 minutes 30 seconds West, along said East line, a distance of 114.41 feet to the POINT OF BEGINNING and containing 1,547 square feet of land, more or less.

FLOOD STATEMENT: I have reviewed the F.E.M.A. Flood Insurance Rate Map for the Town of Little Elm, Community Number 481152 effective date 4-18-2011 and that map indicates as scaled, that this property is within "Non-Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood (500-year)" as shown on Panel 415 G of said map.

SURVEYORS CERTIFICATION

Certified to Little Elm Economic Corporation.

This survey correctly represents the results of an on-the-ground survey made under my direction and supervision on 12-21-2019 and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey. There are no apparent encroachments, intrusions or protrusions except as shown hereon.

LINE	BEARING	DISTANCE
L1	N 88°11'48" E	33.68'
L2	N 00°58'30" W	114.41'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	380.37'	120.23'	119.73'	S 15°21'30" W	18°06'38.62"

81820

STATE OF TEXAS
REGISTERED
KENNETH A ZOLLINGER
5312
PROFESSIONAL
LAND SURVEYOR

LEGEND

	= LIGHT POLE
	= WATER VALVE
E	= ELECTRIC METER
G	= GAS EQUIPMENT
W	= WATER METER
C	= SEWER CLEANOUT
T	= TELEPHONE MANHOLE
T	= TELEPHONE VAULT
D	= INLET
I	= IRRIGATION CONTROL
FIR	= FOUND IRON ROD
FIR/CAP	= FOUND IRON ROD W/CAPPED
SIR	= SET IRON ROD W/CAPPED
( )	= PLAT OR DEED CALL
POB	= POINT OF BEGINNING
	= CONCRETE
	= BRICK

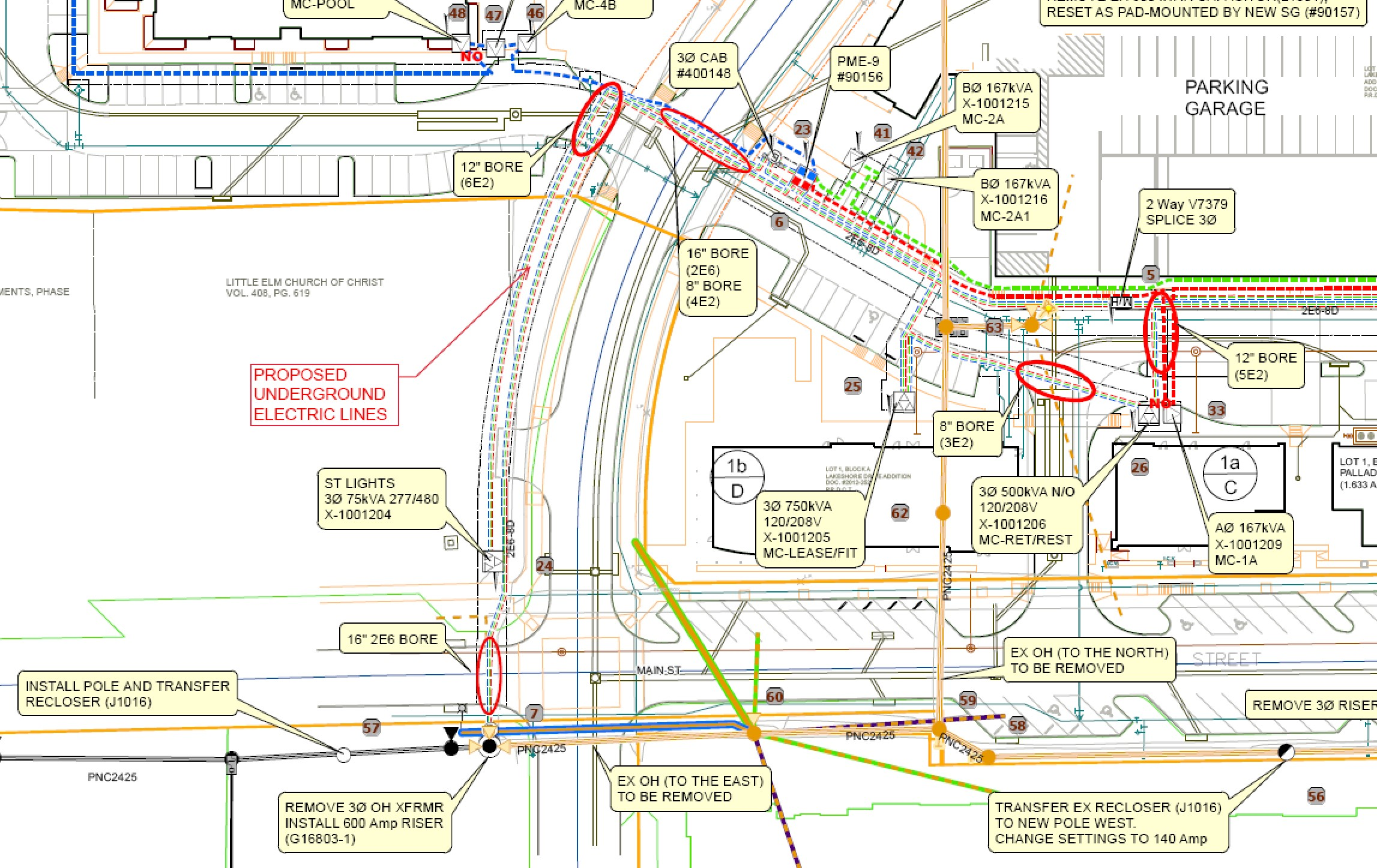
EXHIBIT A

KAZ SURVEYING

TX FIRM REGISTRATION # 10002100

1720 WESTMINSTER
DENTON, TX 76205
(940)382-3446

JOB NUMBER: 180052-04
DRAWN BY: MMF
DATE: 08-17-2020
R.P.L.S.
KENNETH A. ZOLLINGER


MC-POOL
48
47
46
MC-4B
NO
3Ø CAB
#400148
PME-9
#90156
BØ 167kVA
X-1001215
MC-2A
PARKING
GARAGE
12" BORE
(6E2)
23
41
42
BØ 167kVA
X-1001216
MC-2A1
2 Way V7379
SPLICE 3Ø
6
16" BORE
(2E6)
8" BORE
(4E2)
2E6-8D
5
63
12" BORE
(5E2)
LITTLE ELM CHURCH OF CHRIST
VOL. 408, PG. 619
PROPOSED
UNDERGROUND
ELECTRIC LINES
25
NO
33
8" BORE
(3E2)
1b
D
1a
C
26
ST LIGHTS
3Ø 75kVA 277/480
X-1001204
3Ø 750kVA
120/208V
X-1001205
MC-LEASE/FIT
62
3Ø 500kVA N/O
120/208V
X-1001206
MC-RET/REST
AØ 167kVA
X-1001209
MC-1A
24
PNC2425
16" 2E6 BORE
EX OH (TO THE NORTH)
TO BE REMOVED
MAIN ST
STREET
INSTALL POLE AND TRANSFER
RECLOSER (J1016)
60
59
REMOVE 3Ø RISER
57
7
58
PNC2425
PNC2425
PNC2425
EX OH (TO THE EAST)
TO BE REMOVED
56
REMOVE 3Ø OH XFRMR
INSTALL 600 Amp RISER
(G16803-1)
TRANSFER EX RECLOSER (J1016)
TO NEW POLE WEST.
CHANGE SETTINGS TO 140 Amp

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	7. G.
Department:	Economic Development Corporation
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Second Amendment to Chapter 380 Economic Development Program and Agreement between the Town of Little Elm and Flix Entertainment, LLC.**

DESCRIPTION:

Currently, the Town of Little Elm and the EDC have an agreement with GCRE for seven (7) years from the time the Certificate of Occupancy was received, on the Entertainment Venue (Flix), which was May 2018. During the period of May 2018 through May 2025, Goviea receives 50% of 1.5% sales tax (from both town and EDC) on all retail within their shopping center and 50% of the property tax ONLY on the entertainment venue, not the other buildings in the development.

This Amendment states that GCRE has agreed to assign their portion of the sales tax and property tax from the entertainment venue over to Flix for the remainder of their agreement with the stipulation that Flix must use the proceeds to pay their lease payment to GCRE. If Flix ceases to operate, the funds would be redirected back to GCRE.

Flix must be re-opened by June 30, 2021, or this offer will be rescinded.

BUDGET IMPACT:

In addition to what GCRE has allocated to Flix, the Town has agreed to allocate 50% of their 1% sales tax and 50% of their property tax for three (3) years and 25% of their 1% sales tax and 25% of their property tax for one (1) year.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Second Amended 380-Flix

TOWN OF LITTLE ELM, TEXAS
AND
FLIX ENTERTAINMENT LLC

SECOND AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT

This **SECOND AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (hereinafter referred to as the "Second Amendment") is made and entered into by and between the **TOWN OF LITTLE ELM, TEXAS,** a Texas home-rule municipality (hereinafter referred to as the "Town"), and **FLIX ENTERTAINMENT LLC,** a Texas limited liability company (hereinafter referred to as "Flix Entertainment"):

RECITALS:

WHEREAS, on or about November 7, 2017, the Town and Flix Entertainment entered into the original Chapter 380 Economic Development Program and Agreement (hereinafter referred to as the "Original Agreement") regarding financial assistance to operate the Flix Entertainment retail establishment located within the Town of Little Elm, Denton County, Texas; and

WHEREAS, on or about May 21, 2019, the Town and Flix Entertainment entered into a First Amendment to Chapter 380 Economic Development Program and Agreement (hereinafter referred to as the "First Amendment"); and

WHEREAS, the Town and Flix Entertainment now desire to amend or add Sections 2, 5(a)(1), and 5(a)(2) of the Original Agreement and First Amendment, as applicable, to provide that the term of the Agreement is extended through **May 31, 2025,** amend the sales tax reimbursement and add a reimbursement of ad valorem tax revenue paid for the Property and personal property for a period through 2025.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Flix Entertainment agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Second Amendment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. AMENDMENTS TO ORIGINAL AGREEMENT AND FIRST AMENDMENT.

(a) **Amendment to Original Agreement.** That Section 2 of the Original Agreement is

hereby amended to read as follows:

"SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement and shall continue thereafter until **May 31, 2025**, unless terminated sooner under the provisions hereof."

(c) **Amendment to Original Agreement.** That Section 5(a)(1) of the Original Agreement is hereby amended to read as follows:

"(a) **Program Grant Payments.**

(1) Sales and Use Tax. The Town covenants and agrees to pay Flix Entertainment a sum equal to the amount of fifty percent (50.0%) of the Sales and Use Tax reported in the Sales Tax Report provided by Flix Entertainment to the Town pursuant to Section 4(e) of this Agreement through **May 31, 2024**. In addition, Town covenants and agrees to pay Flix Entertainment a sum equal to the amount of twenty-five percent (25.0%) of the Sales and Use Tax reported in the Sales Tax Report provided by Flix Entertainment to the Town pursuant to Section 4(e) of this Agreement from **June 1, 2024** through **May 31, 2025.** These amounts exclude any administrative fee assessed by the State Comptroller's office. Such payments shall be made annually upon reviewing the Sales Tax Report described in Section 4(e) of this Agreement, and confirming its accuracy with the State Comptroller, including any audit adjustments and its payment to Town for the applicable year. The Town covenants and agrees to make the payment to Flix Entertainment within thirty (30) days following the receipt of the latter of: (1) the Sales Tax Report specified in Section 4(e) of this Agreement for each year; and (2) the Sales and Use Tax revenue from the State Comptroller's office for the applicable year. Nothing in this Agreement shall require the Town to make payment from revenue sources other than from the Sales and Use Tax. Flix Entertainment covenants and agrees to reopen the Facility by **June 30, 2021**. In the event the Facility is not reopened by **June 30, 2021**, the sales and use tax percentage provided in this section from **June 1, 2024** through **May 31, 2025,** shall be eliminated (reducing from twenty-five percent (25%) to zero percent (0%))."

(d) **Amendment to Original Agreement.** That Section 5(a)(2) is hereby added to the Original Agreement and shall read as follows:

"(2) Property Tax. In addition, the Town shall make a Program Grant Payment to Flix Entertainment for the ad valorem taxes paid by Flix Entertainment or owner of the Property to the Town for the Property and personal

property for a three (3) year period. The Program Grant Payments shall be based upon the following percentages:

Tax Year	Percentage of Ad Valorem Taxes Reimbursed
2021	50%
2022	50%
2023	50%
2024	25%

Notwithstanding the foregoing, the Town shall have no obligation to pay Flix Entertainment any Program Grant Payment until receipt of the Sales Tax Report described in Section 4(e) of this Agreement. The Town covenants and agrees to provide the Program Grant Payment to Flix Entertainment within thirty (30) days following receipt of the latter of: (1) ad valorem taxes paid to the Town for the Property and personal property; and (2) the Sales Tax Report. Flix Entertainment covenants and agrees to reopen the Facility by **June 30, 2021**. In the event the Facility is not reopened by **June 30, 2021**, the ad valorem percentage provided for tax year 2024 shall be eliminated (reduced from twenty-five percent (25%) to zero percent (0%)."

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Second Amendment:

(a) **Amendments.** This Second Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Second Amendment. No alteration of or amendment to this Second Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Second Amendment shall lie in the state district courts of Denton County, Texas.

(c) **Assignment.** Neither Party shall have the right to assign its rights and/or obligations under this Second Amendment, or any interest herein, without the prior written consent of the other Party.

(d) **Binding Obligation.** This Second Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. Town warrants and represents that the individual executing this Second Amendment on behalf of Town has full authority to

execute this Second Amendment and bind Town to the same. Flix Entertainment warrants and represents that the individual executing this Second Amendment on Flix Entertainment's behalf has full authority to execute this Second Amendment and bind it to the same.

(e) **Caption Headings.** Caption headings in this Second Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Second Amendment.

(f) **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Effective Date.** The effective date (the "Effective Date") of this Second Amendment shall be the date of the latter to execute this Second Amendment by the Town and Flix Entertainment.

(h) **Filing.** This Second Amendment shall be filed in the deed records of Denton County, Texas. The provisions of this Second Amendment shall be deemed to run with the land and shall be binding on heirs, successors and assigns of Flix Entertainment.

(i) **Original Agreement, First Amendment and Second Amendment.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this Second Amendment.

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

(k) **Termination.** In the event Flix Entertainment ceases operations of the Facility located on the Property for thirty (30) days or more, the Original Agreement and this Second Amendment shall terminate automatically without notice to either party. In addition, Flix Entertainment covenants and agrees to use the revenue generated by this Second Amendment to pay rent for the Property. In the event Flix Entertainment ceases to pay rent for the Property and such delinquency remains for thirty (30) days or more, the Original Agreement and this Second Amendment shall terminate automatically without notice to either party.

(l) **Time is of the Essence.** Time is of the essence in the performance of this Second Amendment.

[The Remainder of this Page Intentionally Left Blank]

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

TOWN:

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

By: _____
David Hillock
Mayor
Date: _____

ATTEST:

_____
Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

_____
Robert F. Brown, Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2021, by David Hillock, Mayor of the Town of Little Elm, Texas, a Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

FLIX ENTERTAINMENT:

FLIX ENTERTAINMENT LLC,
A Texas limited liability company

By: _____
Name: Allan L. Reagan
Title: CEO
Date Signed: 3-10-2021

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on the 10 day of March, 2021, by Allan L. Reagan, CEO of Flix Entertainment LLC, a Texas limited liability company, on behalf of said company.

JENNIFER L. BURNS
Notary Public, State of Texas
Comm. Expires 07-31-2023
Notary ID 132109680

_____
Notary Public, State of Texas

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	8. A.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Hold a Public Hearing to Consider **Proposed Assessments for Phase #1 to be Levied Against the Assessable Property within the Spiritas Ranch Public Improvement District (the "District") pursuant to the Provisions of Chapter 372 of the Texas Local Government Code, as Amended (the "Act").**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action:

DESCRIPTION:

The District is proposed to include approximately 545 acres of land generally located south of U.S. Hwy 380, east of FM 720, and west of Lewisville Lake, located partially within the Town and partially within the extraterritorial jurisdiction of the Town and as more particularly described by the metes and bounds description available at Little Elm Town Hall and available for public inspection.

The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vii) above; and (viii) payment of costs associated with developing and financing the public

improvements listed in subparagraphs (i) - (vii) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the Town and confer a special benefit upon the Property.

Schedule:

- 3.16.21 Council opens and continues the Public Hearing on proposed Levy and Assessment to April 20, 2021
- 4.6.21 Council adopts Resolution authorizing distribution of the preliminary offering documents
- 4.20.21 Councils continues Public Hearing on proposed Levy and Assessment
- 4.20.21 Council discussion on, and adoption of, Levy and Assessment
- 4.20.21 Council adopts bond ordinance(s) authorizing the bonds and approving Construction, Funding and Acquisition Agreement, Landowner Agreement(s) and approving final offering documents
- 5.12.21 Closing of PID Bonds

BUDGET IMPACT:

Cost: The Authorized Improvements that benefit Phase #1 of the District and Phase #1's allocable portion of the Authorized Improvements that benefit the entire District (collectively, the "Phase #1 Projects") including the costs of creating the District and issuing the bonds.

Funding: PID Bonds

RECOMMENDED ACTION:

Staff recommends that Council open and continue the Public Hearing on proposed levy and assessment to April 20, 2021.

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	8. B.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Hold a Public Hearing to **Consider Proposed Assessments for Phase #2-4 to be Levied Against the Assessable Property within the Spiritas Ranch Public Improvement District (the "District") pursuant to the Provisions of Chapter 372 of the Texas Local Government Code, as Amended (the "Act").**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action:

DESCRIPTION:

The District is proposed to include approximately 545 acres of land generally located south of U.S. HWY 380, east of FM 720, and west of Lewisville Lake, located partially within the Town and partially within the extraterritorial jurisdiction of the Town and as more particularly described by a metes and bounds description available at Little Elm Town Hall and available for public inspection.

The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vii) above; and (viii) payment of costs associated with developing and financing the public

improvements listed in subparagraphs (i) - (vii) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the Town and confer a special benefit upon the Property.

Schedule:

- 3.16.21 Council opens and continues the Public Hearing on proposed Levy and Assessment to April 20, 2021
- 4.6.21 Council adopts Resolution authorizing distribution of the preliminary offering documents
- 4.20.21 Councils continues Public Hearing on proposed Levy and Assessment
- 4.20.21 Council discussion on, and adoption of, Levy and Assessment
- 4.20.21 Council adopts bond ordinance(s) authorizing the bonds and approving Construction, Funding and Acquisition Agreements, Landowners Agreements and possible Reimbursement Agreement(s) and approving final offering documents
- 5.12.21 Closing of PID Bonds

BUDGET IMPACT:

Cost: Phase #2-4's allocable portion of the Authorized Improvements that benefit the entire District (the "Major Improvements"), including the costs of creating the District and issuing the bonds.

Funding: PID Bonds

RECOMMENDED ACTION:

Staff recommends that Council open and continue the Public Hearing on proposed levy and assessment to April 20, 2021.

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	8. 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 1604 to Rezone Approximately 7.645 acres of Land from Light Commercial (LC) to Planned Development-Light Commercial (PD-LC) to Allow for the Use of Hardware and Home Improvement Store and Commercial/Retail with Modified Development Standards, Generally Located Approximately 100 feet to the Southeast of the Oak Grove Parkway and Hill Lane intersection, within Little Elm's Town Limits.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action:

DESCRIPTION:

Location

The subject property is located approximately 100 feet to the southeast of the Oak Grove Parkway and Hill Lane intersection, within Little Elm's town limits.

Planning Analysis

The requested zoning is for an Ace Hardware store and commercial shopping center with modified development standards. Staff has worked with the applicant on several items in bringing the proposed development to this point as shown in the attached exhibits and is excited to potentially see the first major commercial development commence on the west side of Town should the request be approved. The future land use plan designates the property as Commercial/Retail. This request is compatible with the future land use plan.

The applicant is requesting variance approval from the following site development standards which are amenable to staff:

- **Landscaping** - the applicant is seeking to vary from the 25' required buffer along Hill Lane to allow for cross access to be provided to the adjacent lot to the north. Additionally, as shown on the associated Landscape Exhibit, the applicant is proposing to deviate from required tree spacing requirements along the Oak Grove Parkway and Hill Lane right-of-ways along with the foundation planting requirements. To note, the applicant is proposing these items to match the standards associated with the previous landscape section before it was updated in 2019.
- **Detention** - the applicant is proposing a detention pond rather than the required retention pond. This is another item that meets previous standard prior to the 2019 update.

Site development standards proposed by staff differing from the applicant's request:

- **Screening** - along the southern boundary, the applicant is proposing an 8' precast fence that will have a similar aesthetic to a traditional masonry fence. However, as the product is precast to appear like traditional masonry rather than an actual "brick/stone and mortar", the proposed screening device requires stipulated approval as part of the PD request.
- **Cross access/paving** - the applicant is proposing a 25' cross access easement to the adjacent, undeveloped property to the north. The applicant proposed to only pave the area as indicated on the associated exhibit. The Planning & Zoning Commission, following staff's recommendation, recommended that the entire easement area be paved to the adjacent property boundary as it will minimize the added potential challenge of the adjacent property to the north having to pave the area in the event it is proposed to be developed. It is typical that developments, in similar scenarios, provide fully paved stub-outs for the purpose of future cross access in a more "turn key" fashion.

To note, the applicant has worked diligently with staff to provide the elevations as shown in the associated exhibits. A wing wall has been provided on the eastern portion of the proposed Ace Hardware structure to mitigate visibility between Oak Grove Parkway and the permitted open storage area. Additionally, the applicant has followed staff's request to enhance the rear facade of Building 1 so travelers along Oak Grove Parkway will be presented with a retail-like facade in order to approve visible aesthetic along with providing a patio area to engage the street for a future restaurant (or similar) tenant.

BUDGET IMPACT:

There is no budget impact associated with this request.

RECOMMENDED ACTION:

The Planning & Zoning Commission recommended approval of the requested PD with the condition that the proposed access easement area be fully paved upon construction, a masonry screening device be constructed along the southern property line, along with approval being subject to potential changes to fire lanes and turning radii as directed by the Fire Department along with potential changes to future civil engineering items as directed by the Engineering Department. These potential changes to be reviewed and approved by said department during the civil stage of development.

Attachments

Location Map

Zoning Exhibit

Proposed Landscape Plan

Proposed Elevations - Ace Hardware Store

Proposed Elevations - Building 1

Proposed Elevations - Building 2
Proposed Elevations - Building 3
Proposed Screening Wall Options
Ordinance No. 1604



LITTLE ELM
Town of Little Elm
Denton County, Tx

Ace Hardware
Zoning Case
Date: 2/4/2021

N

0 275 550 Feet

Legend

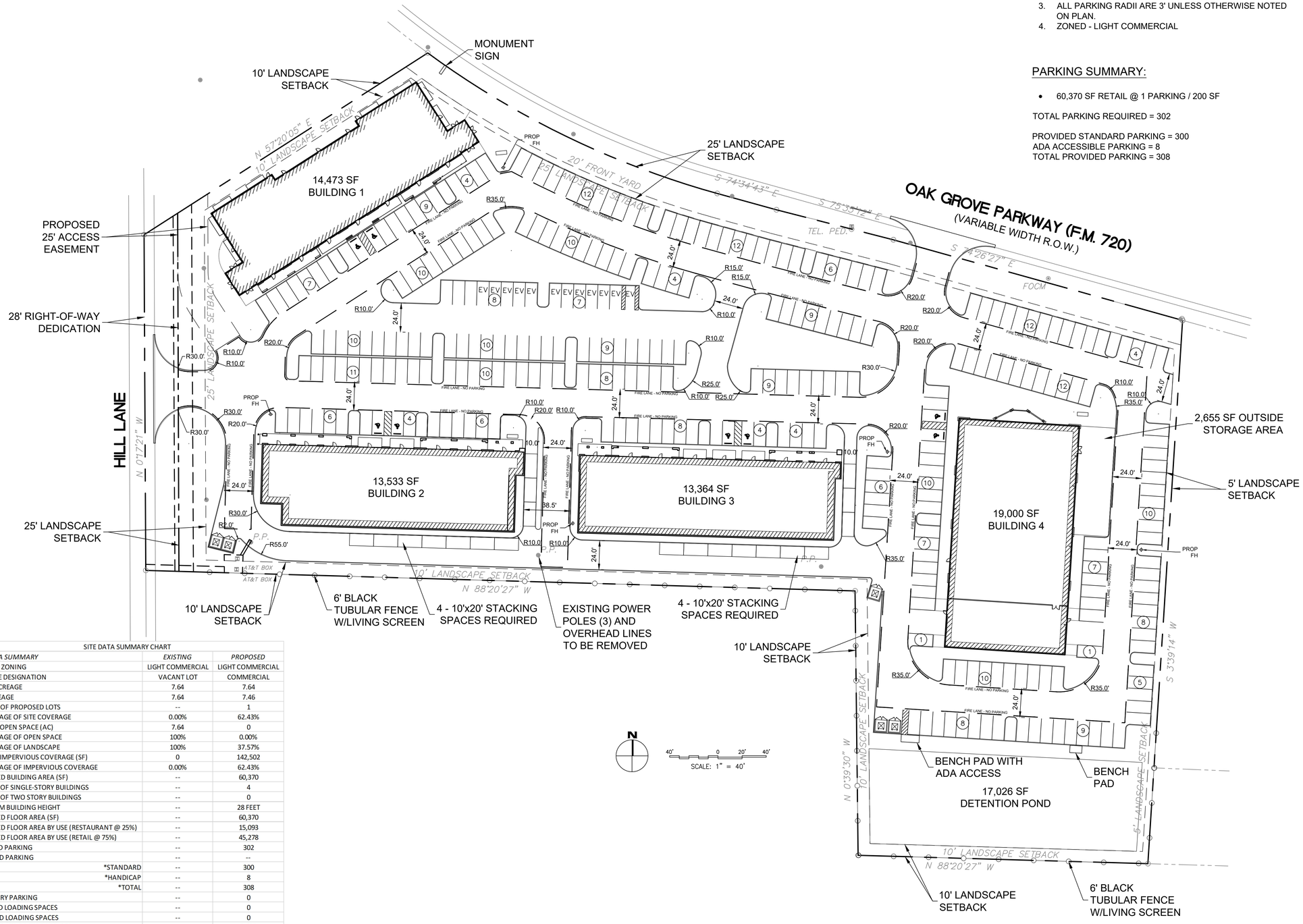
Subject Property

Location Map



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

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



SITE PLAN NOTES:

1. ALL FIRE LANES ARE 24' WIDE W/MIN. 20' INSIDE RADIUS.
2. ALL PARKING SPACES MEASURE 10'x20'.
3. ALL PARKING RADII ARE 3' UNLESS OTHERWISE NOTED ON PLAN.
4. ZONED - LIGHT COMMERCIAL

PARKING SUMMARY:

- 60,370 SF RETAIL @ 1 PARKING / 200 SF

TOTAL PARKING REQUIRED = 302

PROVIDED STANDARD PARKING = 300
ADA ACCESSIBLE PARKING = 8
TOTAL PROVIDED PARKING = 308

SITE DATA SUMMARY CHART		
SITE DATA SUMMARY	*EXISTING*	*PROPOSED*
EXISTING ZONING	LIGHT COMMERCIAL	LIGHT COMMERCIAL
LAND USE DESIGNATION	VACANT LOT	COMMERCIAL
GROSS ACREAGE	7.64	7.64
NET ACREAGE	7.64	7.46
NUMBER OF PROPOSED LOTS	--	1
PERCENTAGE OF SITE COVERAGE	0.00%	62.43%
AREA OF OPEN SPACE (AC)	7.64	0
PERCENTAGE OF OPEN SPACE	100%	0.00%
PERCENTAGE OF LANDSCAPE	100%	37.57%
AREA OF IMPERVIOUS COVERAGE (SF)	0	142,502
PERCENTAGE OF IMPERVIOUS COVERAGE	0.00%	62.43%
PROPOSED BUILDING AREA (SF)	--	60,370
NUMBER OF SINGLE-STORY BUILDINGS	--	4
NUMBER OF TWO STORY BUILDINGS	--	0
MAXIMUM BUILDING HEIGHT	--	28 FEET
PROPOSED FLOOR AREA (SF)	--	60,370
PROPOSED FLOOR AREA BY USE (RESTAURANT @ 25%)	--	15,093
PROPOSED FLOOR AREA BY USE (RETAIL @ 75%)	--	45,278
REQUIRED PARKING	--	302
PROVIDED PARKING	--	--
*STANDARD	--	300
*HANDICAP	--	8
*TOTAL	--	308
INVENTORY PARKING	--	0
REQUIRED LOADING SPACES	--	0
PROVIDED LOADING SPACES	--	0
AREA OF OUTSIDE STORAGE (SF)	--	2,655
PERCENTAGE OF OUTSIDE STORAGE	--	0.82%
START OF CONSTRUCTION	--	Mar-21
END OF CONSTRUCTION	--	Mar-24



VICINITY MAP
SCALE: 1"=2,000'

N

LEGEND

- PROPERTY BOUNDARY LINE
- EASMENTS
- PROPOSED BUILDING
- PROPOSED FIRE LANE
- PROPOSED CURB & GUTTER
- EXISTING CONCRETE

NO.	REVISION DESCRIPTION	DATE

CONSULTANT: SEAL:

PRELIMINARY
FOR REVIEW ONLY

KJE
500 Moseley Road
Cross Roads, Texas 76227
Phone (940) 387-0805
Fax (940) 387-0830
(TBPE # F-12214)

SITE PLAN

RETAIL DEVELOPMENT
FM 720 & HILL LANE
LITTLE ELM, TX

DATE: 1/14/2021	SHEET: 08
DRAWN BY: AG	
CHECKED BY: SG	
PROJECT #: YDG042020E	

PLOT: 1/14/2021 11:29 AM FILE: S:\Current Clients\Yale Development (Other Projects)\Little Elm Commercial\CAD\Construction Documents\03 Xref Base\SITE BASE.dwg DATE: 1/14/2021

PROJECT LANDSCAPE DATA TABLE				
LANDSCAPE REQUIREMENTS				
TYPE	REQUIREMENT	AREA / MEASUREMENT	QUANTITY REQUIRED	QUANTITY PROVIDED
GENERAL	ONE LARGE CANOPY PER 30 LF OF PERIMETER OF DETENTION BOND	225 LF	8 TREES	9 TREES
INTERIOR LANDSCAPE	MIN 10% OF VEHICULAR USE AREA SHALL BE LANDSCAPED	150,309 SF	15,031 SF	43,759 SF
	ONE LARGE CANOPY TREE PER 400 SF OF REQUIRED INTERIOR LANDSCAPE	15,031 SF	36 TREES	52 TREES
PERIMETER LANDSCAPE	VEHICULAR USE AREAS SHALL BE SCREENED FROM ABUTTING PROPERTIES AND THE PUBLIC R.O.W.			
	A 25 FT. WIDE LANDSCAPE BUFFER IS REQUIRED ADJACENT TO R.O.W.'S AND SHALL CONTAIN ONE LARGE CANOPY TREE PER 35 LF OF STREET FRONTAGE (INCL. DRIVEWAYS)	278 LF (HILL LANE FRONTAGE) 667 LF (F.M. 720 FRONTAGE)	8 TREES (HILL LANE) 19 TREES (F.M. 720)	8 TREES (HILL LANE) 19 TREES (F.M. 720)
	A 10 FT. WIDE PERIMETER LANDSCAPE BUFFER IS REQUIRED BETWEEN ADJACENT PROPERTIES AND SHALL CONTAIN ONE LARGE CANOPY TREE PER 40 LF OF BUFFER	1,776 LF	44 TREES	44 TREES (7 EXISTING TREES)
	THREE SMALL ORNAMENTAL TREE PER FIVE LARGE CANOPY TREES IS REQUIRED IN PERIMETER BUFFER	44 LARGE CANOPY TREES	26 SMALL ORNAMENTAL TREES	36 SMALL ORNAMENTAL TREES
LANDSCAPE POINT SYSTEM	SITES BETWEEN 3 AND 15 ACRES SHALL MEET A MINIMUM OF 30 LANDSCAPE POINTS	ENHANCED ENTRY PAVING - 5 PTS. SIGNAGE THE INCLUDES LITTLE ELM'S LAKEFRONT CHARACTER - 10 PTS. ENHANCED LANDSCAPE - 5 PTS AMENITY DETENTION POND (DRY) - 5 PTS PUBLIC ART, SMALL - 5 PTS OUTDOOR SEATING AREA - 5PTS		
NOTES: NO MORE THAN 25% OF THE REQ'D TREES SHALL BE OF THE SAME SPECIES; THREE SMALL ORNAMENTAL TREES MAY BE SUBSTITUTED FOR ON LARGE CANOPY TREE; LARGE CANOPY TREES MUST BE PLANTED AT LEAST FOUR FEET FROM CURBS, SIDEWALKS, UTILITY LINES, WALLS AND OTHER STRUCTURES.				

PLANT SYMBOL LEGEND

CANOPY TREES
- CEDAR ELM
- SHANTUNG MAPLE
- PISTACHE
- LACEBARK ELM
- RED OAK

ORNAMENTAL TREES
- VITEX
- POSSUMHAW HOLLY

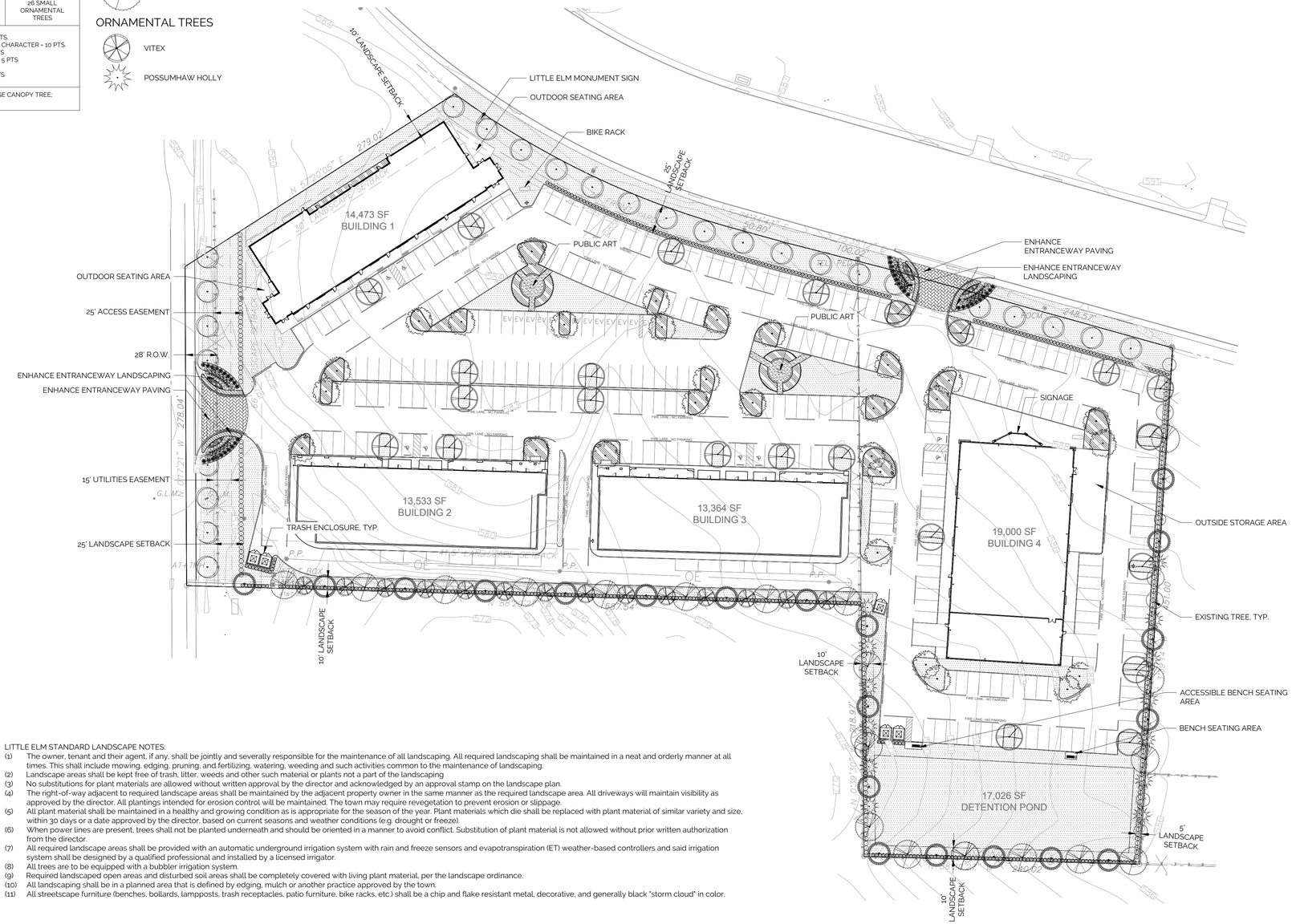
SHRUBS / LG. PERENNIALS
- TEXAS SAGE
- DWARF BURFORD HOLLY
- ANDORRA JUNIPER
- KALEIDOSCOPE ABELIA
- BARBERRY

ORNAMENTAL GRASSES
- WHITE CLOUD MUHLY
- LITTLE BLUESTEM

PERENNIALS / G.C.
- MONDO GRASS

OTHER
- SHRUBS / GROUNDCOVER PLANTING AREA (FROM APPROVED PLANT LIST)
- DECOMPOSED GRANITE

TURF
- TIFTUF BERMUDA TURF (COMMON AREAS)



PLANT MATERIAL SCHEDULE

QUANTITY	BOTANICAL/COMMON NAME	CAL.	HT.	SPREAD	CONT.	REMARKS
117 TREES	**SHADE TREES**					
26 (22%)	ACER TRUNCATUM / SHANGTUNG MAPLE	4"	10'-12'	6' MIN.	-	FULL & MATCHED, STRAIGHT TRUNK W/ CENTRAL LEADER INTACT
23 (20%)	ULMUS PARVIFOLIA / LACEBARK ELM	4"	10'-12'	6' MIN.	-	FULL & MATCHED, STRAIGHT TRUNK W/ CENTRAL LEADER INTACT
19 (16%)	QUERCUS BUCKLEYI / TEXAS RED OAK	4"	10'-12'	6' MIN.	-	FULL & MATCHED, STRAIGHT TRUNK W/ CENTRAL LEADER INTACT
29 (25%)	ULMUS CRASSIFOLIA / CEDAR ELM	4"	10'-12'	6' MIN.	-	FULL & MATCHED, STRAIGHT TRUNK W/ CENTRAL LEADER INTACT
20 (17%)	PISTACIA CHINENSIS / CHINESE PISTACHE	4"	10'-12'	6' MIN.	-	FULL & MATCHED, STRAIGHT TRUNK W/ CENTRAL LEADER INTACT
	ORNAMENTAL TREES					
14	VITEX AGNUS-CASTUS / CHASTE TREE	2"	6'-8'	4' MIN.	30 GAL. MIN.	FULL & MATCHED, SINGLE OR MULTI-TRUNK
13	ILEX DECIDUA / POSSUMHAW HOLLY	2"	6'-8'	4' MIN.	30 GAL. MIN.	FULL & MATCHED, SINGLE OR MULTI-TRUNK
	SHRUBS / LARGE PERENNIALS **(REF. DETAIL 1 / LA2.0)**					
21	ABERLIA X GRANDIFLORA 'KALEIDOSCOPE' / KALEIDOSCOPE ABELIA	-	24" MIN.	24" MIN.	3 GAL.	36" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
30	JUNIPERUS HORIZONTALIS 'ANDORRA' / ANDORRA JUNIPER	-	24" MIN.	24" MIN.	3 GAL.	36" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
202	LEUCOPHYLLUM FRUTESCENS / TEXAS SAGE	-	24" MIN.	24" MIN.	3 GAL.	36" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
465	ILEX CORNUTA 'DWARF BURFORD' / DWARF BURFORD HOLLY	-	24" MIN.	24" MIN.	3 GAL.	36" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
24	BERBERIS THUNBERGII ' CRIMSON' / BARBERRY	-	24" MIN.	24" MIN.	3 GAL.	36" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
	GROUND COVER / SMALL PERENNIALS (REF. DETAIL 2 / LA2.0)					
589	OPHIOPOGON JAPNICUS / MONDO GRASS	-	12" MIN	12" MIN	1 QT.	12" O.C. TRIANGULAR SPACING
	ORNAMENTAL GRASS (REF. DETAIL 1 / LA2.0)					
40	MUHLENBERGIA CAPILLARIS 'WHITE CLOUD'/ WHITE CLOUD MUHLY	-	24" MIN.	24" MIN.	3 GAL.	36" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
45	SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM	-	24" MIN.	24" MIN.	3 GAL.	24" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
	TURF					
77,225 SF	CYNODON DACTYLON 'TIFWAY 419'/ TIF 419 BERMUDA GRASS	HAND-LAID SOD PANELS OR LARGE ROLLS (42" WIDTH)				
	OTHER					
9,586 SF	PLANTING AREA	-				
1,003 SF	DECOMPOSED GRANITE	-				

LITTLE ELM STANDARD LANDSCAPE NOTES:

(1) The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, and fertilizing, watering, weeding and such activities common to the maintenance of landscaping.
(2) Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping
(3) No substitutions for plant materials are allowed without written approval by the director and acknowledged by an approval stamp on the landscape plan.
(4) The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area. All driveways will maintain visibility as approved by the director. All plantings intended for erosion control will be maintained. The town may require revegetation to prevent erosion or slippage.
(5) All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within 30 days or a date approved by the director, based on current seasons and weather conditions (e.g. drought or freeze).
(6) When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution of plant material is not allowed without prior written authorization from the director.
(7) All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.
(8) All trees are to be equipped with a bubbler irrigation system.
(9) Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape ordinance.
(10) All landscaping shall be in a planned area that is defined by edging, mulch or another practice approved by the town.
(11) All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.

N

SCALE: 1"=50'-0"

0 50 100

LANDSCAPE PLAN

Valley Quest DESIGN

LANDSCAPE ARCHITECTS
212 S. Elm St. Ste. 120
Denton, Texas 76201
ph: 214.783.1715

CONSULTANT:

OWNER / CLIENT:

ROGER YALE
YALE LAW
1417 E. MCKINNEY STREET,
STE. 220
DENTON, TX 76209

Project No:	2020-008
Drawn By:	AAC
Reviewed By:	MAD
Issue Type:	Drawings
Issue Date:	01/15/2021

REVISIONS:

No.	Date	Description

Interim review documents.
Not for regulatory approval,
permitting or construction.
Andrew A. Cousins
Texas RLA No. 2704

January 15, 2021

PROJECT:

LITTLE ELM COMMERCIAL DEVELOPMENT

LITTLE ELM, TEXAS

SHEET TITLE:

LANDSCAPE PLAN

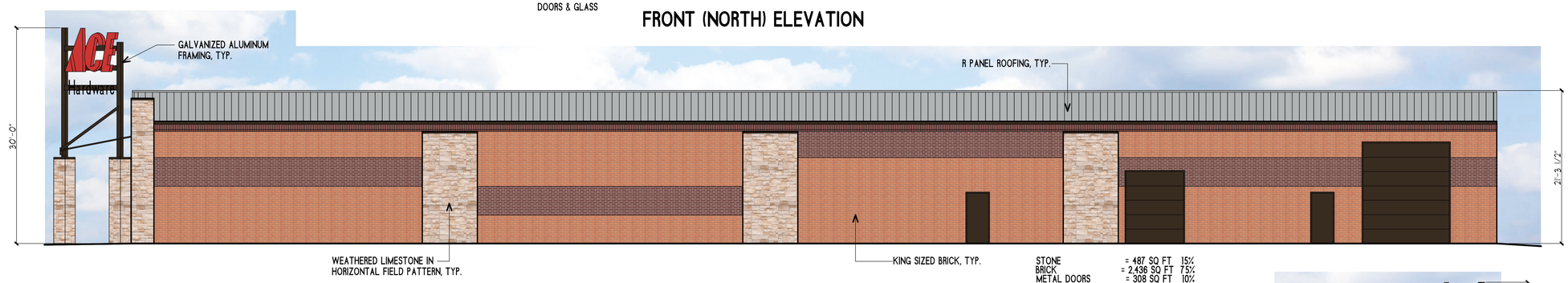
SHEET NUMBER:

LP.01



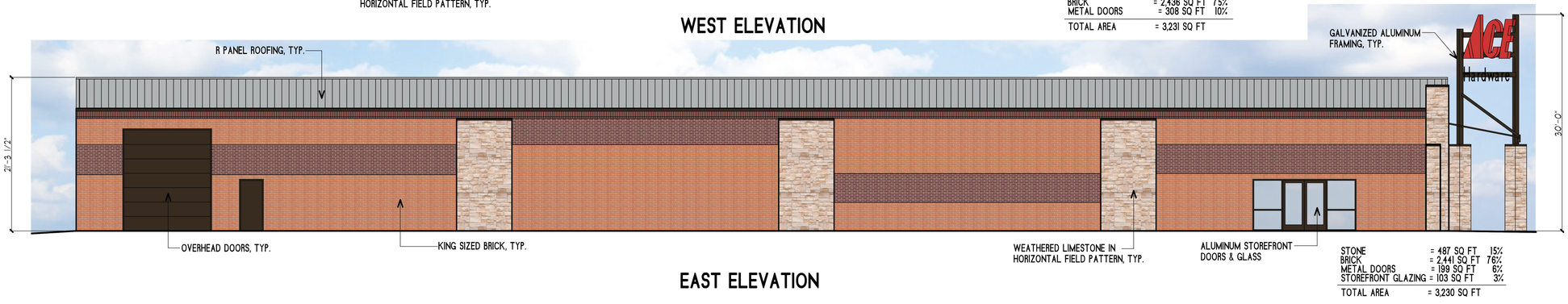
STONE	= 655 SQ FT	35%
BRICK	= 1,018 SQ FT	54%
STOREFRONT GLAZING	= 212 SQ FT	11%
TOTAL AREA	= 1,883 SQ FT	

FRONT (NORTH) ELEVATION



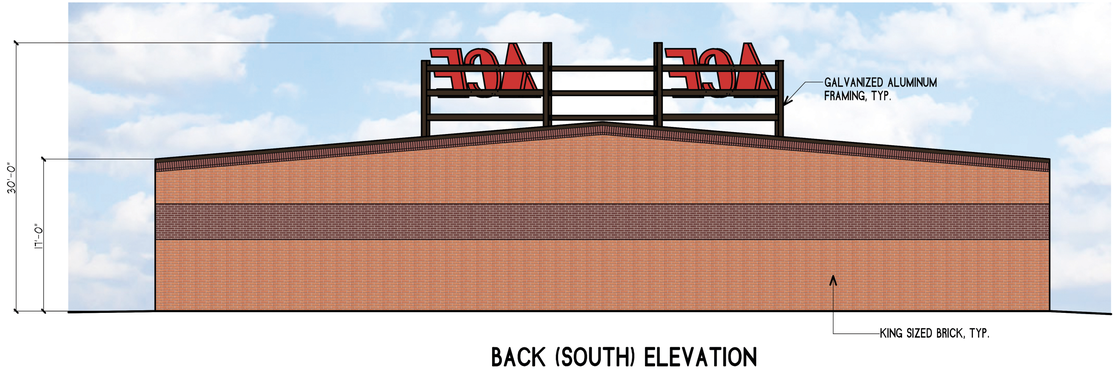
STONE	= 487 SQ FT	15%
BRICK	= 2,436 SQ FT	75%
METAL DOORS	= 308 SQ FT	10%
TOTAL AREA	= 3,231 SQ FT	

WEST ELEVATION



STONE	= 487 SQ FT	15%
BRICK	= 2,441 SQ FT	76%
METAL DOORS	= 199 SQ FT	6%
STOREFRONT GLAZING	= 103 SQ FT	3%
TOTAL AREA	= 3,230 SQ FT	

EAST ELEVATION



BRICK	= 1,867 SQ FT	100%
TOTAL AREA	= 1,867 SQ FT	

BACK (SOUTH) ELEVATION

DATE: December 11th, 2020

REGISTERED ARCHITECT MARK M. MARTIN 15176 STATE OF TEXAS

TX.#15,176 EXP. 12/31/2020

PLANS FOR A

RETAIL DEVELOPMENT

LITTLE ELM, TX

FM720 & HILL LANE

Mark M. Martin, Architect
Michael A. Bates, Architect
100 West Oak St. - Suite 201
Denton, Texas 76201
(940) 565-0260
(940) 387-4881

BATESMARTIN ARCHITECTS

BMA PROJECT NO.

20-205

DATE: 12-11-2020

REV

REV

REV

REV

SHEET

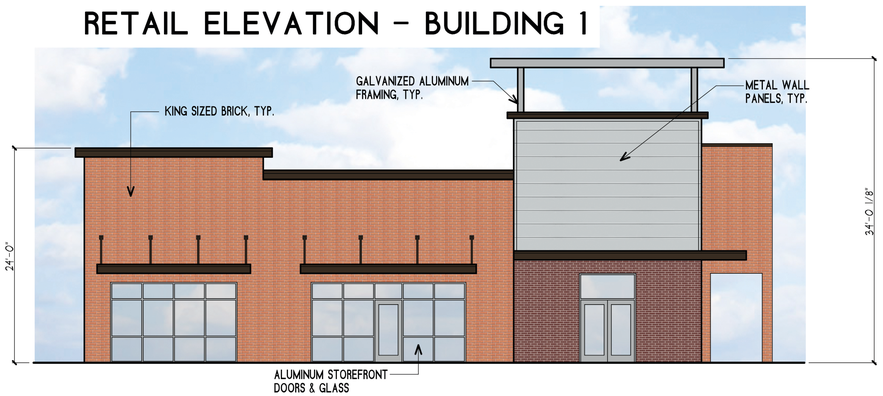
A 5.1

OF 4



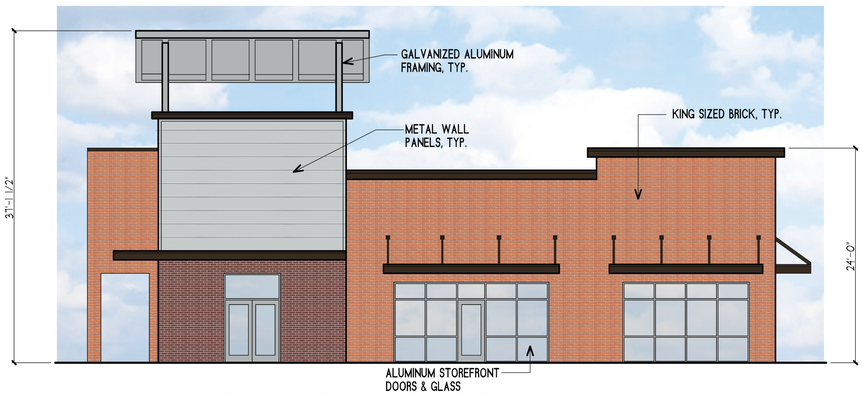
RETAIL ELEVATION - BUILDING 1

BRICK	= 1,806 SQ FT	33%
HARDIE SIDING	= 1,252 SQ FT	23%
STONE	= 578 SQ FT	11%
METAL PANEL	= 495 SQ FT	9%
STOREFRONT GLAZING	= 1,293 SQ FT	24%
TOTAL AREA	= 5,422 SQ FT	



BRICK	= 1,015 SQ FT	61%
METAL PANEL	= 295 SQ FT	18%
STOREFRONT GLAZING	= 347 SQ FT	21%
TOTAL AREA	= 1,657 SQ FT	

LEFT ELEVATION - BUILDING 1



BRICK	= 1,015 SQ FT	61%
METAL PANEL	= 295 SQ FT	18%
STOREFRONT GLAZING	= 347 SQ FT	21%
TOTAL AREA	= 1,657 SQ FT	

RIGHT ELEVATION - BUILDING 1



REAR ELEVATION - BUILDING 1

BRICK	= 3,452 SQ FT	67%
HARDIE SIDING	= 608 SQ FT	12%
METAL PANEL	= 493 SQ FT	10%
METAL DOORS	= 119 SQ FT	2%
STOREFRONT GLAZING	= 476 SQ FT	9%
TOTAL AREA	= 5,148 SQ FT	

DATE: December 11th, 2020

REGISTERED ARCHITECT MARK C. MARTIN 15176 STATE OF TEXAS

TX.#15,176 EXP. 12/31/2020

PLANS FOR A

RETAIL DEVELOPMENT

FM720 & HILL LANE LITTLE ELM, TX

Mark M. Martin, Architect
Michael A. Bates, Architect
100 West Oak St. - Suite 201
Denton, Texas 76201
(940) 565-0260
(940) 387-4881

B+M BATESMARTIN ARCHITECTS

BMA PROJECT NO.

20-205

DATE: 12-11-2020

REV

REV

REV

REV

SHEET

A5.2

OF 4



RETAIL ELEVATION - BUILDING 2

BRICK	= 1,122 SQ FT	23%
HARDIE SIDING	= 950 SQ FT	20%
METAL PANEL	= 1,264 SQ FT	26%
STONE	= 243 SQ FT	5%
STOREFRONT GLAZING	= 1,286 SQ FT	26%
TOTAL AREA	= 4,865 SQ FT	



BRICK	= 1,093 SQ FT	63%
STONE	= 562 SQ FT	32%
STOREFRONT GLAZING	= 80 SQ FT	5%
TOTAL AREA	= 1,735 SQ FT	

LEFT ELEVATION - BUILDING 2

BRICK	= 1,082 SQ FT	63%
METAL PANEL	= 103 SQ FT	5%
STONE	= 460 SQ FT	27%
STOREFRONT GLAZING	= 80 SQ FT	5%
TOTAL AREA	= 1,725 SQ FT	



RIGHT ELEVATION - BUILDING 2



BRICK	= 3,202 SQ FT	94%
METAL PANEL	= 13 SQ FT	1%
METAL DOORS	= 191 SQ FT	5%
TOTAL AREA	= 3,406 SQ FT	

BACK ELEVATION - BUILDING 2

DATE: December 11th, 2020

REGISTERED ARCHITECT MARK M. MARTIN 15176 STATE OF TEXAS

TX.#15176 EXP. 12/31/2020

PLANS FOR A

RETAIL DEVELOPMENT

LITTLE ELM, TX

FM720 & HILL LANE

Mark M. Martin, Architect
Michael A. Bates, Architect
100 West Oak St. - Suite 201
Denton, Texas 76201
(940) 565-0260
(940) 387-4881

B+M BATESMARTIN ARCHITECTS

BMA PROJECT NO.

20-205

DATE: 12-11-2020

REV

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REV

SHEET

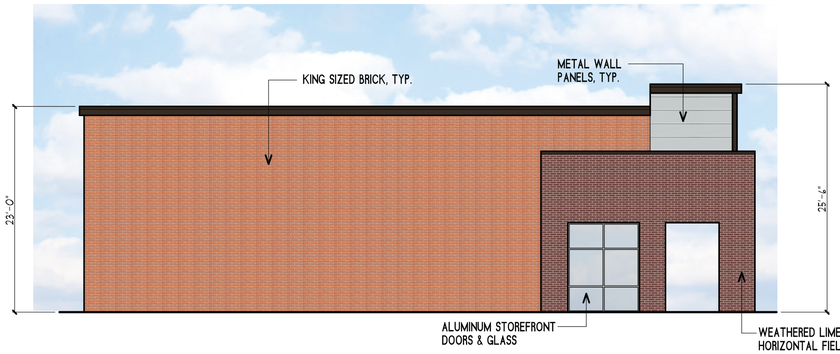
A 5.3

OF 4



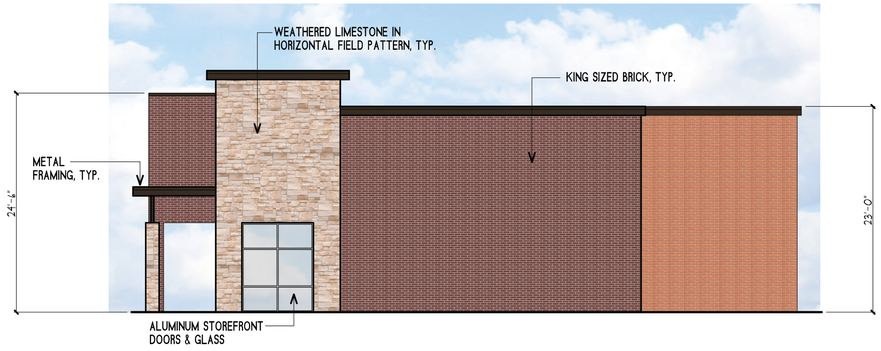
RETAIL ELEVATION - BUILDING 3

BRICK	= 1,144 SQ FT	24%
HARDIE SIDING	= 710 SQ FT	15%
METAL PANEL	= 835 SQ FT	18%
STONE	= 756 SQ FT	16%
STOREFRONT GLAZING	= 1,301 SQ FT	27%
TOTAL AREA	= 4,746 SQ FT	



BRICK	= 1,173 SQ FT	74%
METAL PANELS	= 60 SQ FT	4%
STONE	= 282 SQ FT	17%
STOREFRONT GLAZING	= 80 SQ FT	5%
TOTAL AREA	= 1,595 SQ FT	

LEFT ELEVATION - BUILDING 3



BRICK	= 1,239 SQ FT	77%
STONE	= 282 SQ FT	18%
STOREFRONT GLAZING	= 80 SQ FT	5%
TOTAL AREA	= 1,601 SQ FT	

RIGHT ELEVATION - BUILDING 3



BACK ELEVATION - BUILDING 3

BRICK	= 3,287 SQ FT	95%
METAL DOORS	= 191 SQ FT	5%
TOTAL AREA	= 3,478 SQ FT	

DATE: December 11th, 2020

REGISTERED ARCHITECT MARK M. MARTIN 15176 STATE OF TEXAS

TX.#15,176 EXP. 12/31/2020

PLANS FOR A

RETAIL DEVELOPMENT

LITTLE ELM, TX

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BATESMARTIN ARCHITECTS

BMA PROJECT NO.

20-205

DATE: 12-11-2020

REV

REV

REV

REV

SHEET

A5.4

OF 4

Proposed Precast Screening Wall Options

Brick

Superior Brick™

Superior Brick™ is classic, charming & warm, with the full thickness and rich texture of brick. This product leaves a lasting impression in its presentation and helps achieve a sophisticated look.

Fences and walls made from modular Superior Brick™ panels are more versatile than traditional brick masonry and can be installed in a fraction of the time. Unlike bricks and mortar, our product is engineered to withstand shifting terrains and extreme temperatures. For long-term reliability, this is especially important in areas like Texas that experience severe and fluctuating weather conditions.

Fences and walls made from modular Superior Brick™ panels are more versatile than traditional brick masonry.



Cobblestone



Superior Cobblestone™

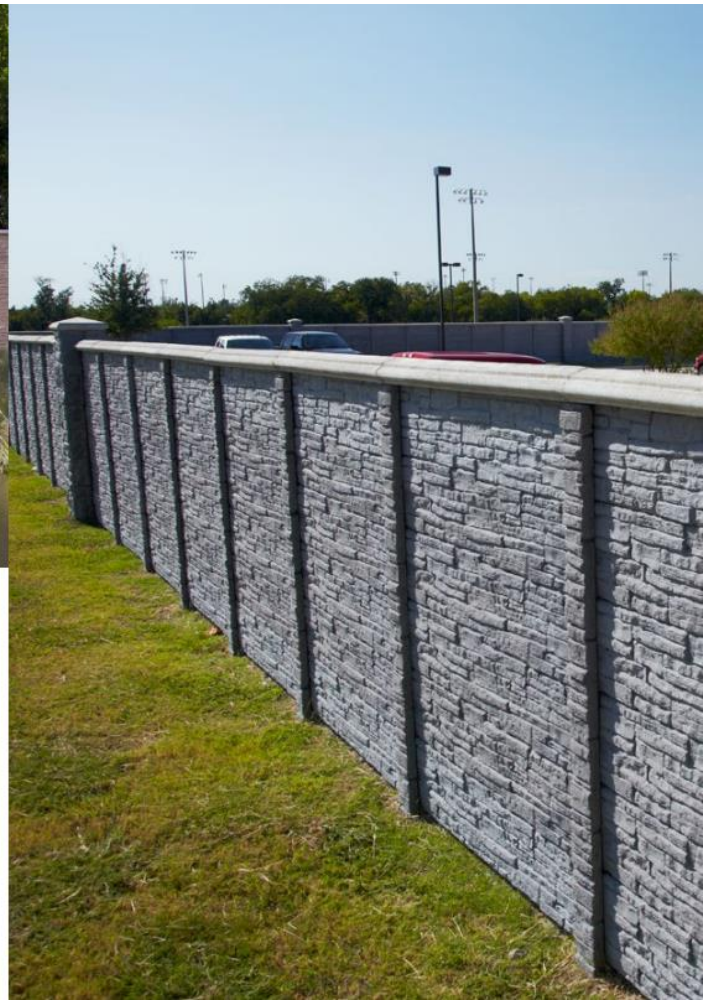
Our product is engineered to withstand shifting terrains and extreme temperatures.

Superior Cobblestone™ offers the old-world European charm of cobblestone, with its varied, natural textures and predictable edges. This product is uniquely designed to blend beautifully with any architectural style, from farm house to colonial to modern.

Superior Cobblestone™ panels are more versatile than traditional cobblestone and mortar, and they can be installed in a fraction of the time. Our product is also engineered to withstand shifting terrains and extreme temperatures. For long-term reliability, this is especially important in areas like Texas that experience severe and fluctuating weather conditions

Ledgestone





Superior Ledgestone™

Our signature fence product, Superior Ledgestone™ provides the warmth and feel of a true hand-laid stacked stone fence. It features details that capture the essence of masonry craftsmanship and will enhance your project with a classic, elegant tone.

Superior Ledgestone™ fences can be installed in heights up to 30' and is set 5 feet on-center from post to post. The system is ideal for any type of fence or screening wall project, and is popular for both commercial and residential purposes.

ORDINANCE NO. 1604

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREFORE AMENDED, BY REZONING APPROXIMATELY 7.645 ACRES OF LAND FROM LIGHT COMMERCIAL (LC) TO PLANNED DEVELOPMENT-LIGHT COMMERCIAL (PD-LC) TO ALLOW FOR THE USE OF HARDWARE AND HOME IMPROVEMENT STORE AND COMMERCIAL/RETAIL WITH MODIFIED DEVELOPMENT STANDARDS, GENERALLY LOCATED 100 FEET TO THE SOUTHEAST OF THE OAK GROVE PARKWAY AND HILL LANE INTERSECTION; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the applicant, Roger Yale with ACE Oak LLC, has requested to rezone the subject property, more specifically described on the attached Location Map, to allow for a hardware and home improvement store and commercial/retail with modified development standards; and

WHEREAS, the Town Council and the Planning and Zoning Commission, in accordance with state law and the applicable ordinances of the Town, have given the required notices and held the required public hearings regarding the request to rezone the subject property contained in this Ordinance; and

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

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

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

SECTION 2. **ZONING AMENDMENT.** The Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for a Planned Development district (PD) on approximately 7.645 acres of land, to allow for the use of hardware and home

improvement store and commercial/retail with modified development standards, generally located 100 feet to the southeast of the Oak Grove Parkway and Hill Lane intersection, a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, and all other applicable ordinances, laws, rules, regulations, and standards.

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

The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district, and other applicable site development standards as laid out in the Town's Zoning Ordinance, as amended, unless otherwise specified herein:

1) **Landscaping** – the project shall develop according to the adopted landscape plan showing the following relative variance items:

    a. A reduced landscape buffer on the western portion of the proposed development in the area between the driveway connecting to Hill Lane and the northern property boundary to provide cross access to the northern adjacent property.
    b. ROW tree spacing permitted at 30 feet on center.
    c. Foundation planting requirements are not required.
    d. Detention ponds are permitted to be utilized.

2) **Screening** – an 8' precast concrete wall with a masonry appearance with an irrigated living screen is permitted.

3) **Cross Access & Paving** – areas associated with cross access to adjacent properties shall be fully paved to abutting property boundaries.

4) **Future Plan Review**

    a. Potential changes to fire lanes, turning radii, and civil engineering items on future plans may be required at the discretion of staff.

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

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to

reflect the change in zoning made by this ordinance.

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 16th day of March, 2021.

ATTEST: **The Town of Little Elm, Texas**

_____ _____

Caitlan Biggs, Town Secretary David Hillock, Mayor

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	9. 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 Developer for the ACE Hardware Commercial Development.**

DESCRIPTION:

The attached agreement is to solidify the intended design of the proposed development as outlined in the associated planned development.

BUDGET IMPACT:

There is no budget impact associated with this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Development Agreement

STATE OF TEXAS §
§
COUNTY OF DENTON §

DEVELOPMENT AGREEMENT FOR ACE OAK LLC

This Development Agreement for ACE Hardware and Commercial Planned Development ("**Agreement**") is entered into between Roger Yale with ACE Oak LLC ("**Developer**"), whose address for purposes of this Agreement is 1417 E McKinney Street, Ste. 200, Denton, TX 75068, 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 7.645 acres located approximately 100 feet to the southeast of the Oak Grove Parkway and Hill Lane intersection, 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 ACE Hardware and Commercial 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 _____, 202_, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 202_, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT A

Property Description

ORDINANCE NO. 1604

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, HEREFORE AMENDED, BY REZONING APPROXIMATELY 7.645 ACRES OF LAND FROM LIGHT COMMERCIAL (LC) TO PLANNED DEVELOPMENT-LIGHT COMMERCIAL (PD-LC) TO ALLOW FOR THE USE OF HARDWARE AND HOME IMPROVEMENT STORE AND COMMERCIAL/RETAIL WITH MODIFIED DEVELOPMENT STANDARDS, GENERALLY LOCATED 100 FEET TO THE SOUTHEAST OF THE OAK GROVE PARKWAY AND HILL LANE INTERSECTION; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the applicant, Roger Yale with ACE Oak LLC, has requested to rezone the subject property, more specifically described on the attached Location Map, to allow for a hardware and home improvement store and commercial/retail with modified development standards; and

WHEREAS, the Town Council and the Planning and Zoning Commission, in accordance with state law and the applicable ordinances of the Town, have given the required notices and held the required public hearings regarding the request to rezone the subject property contained in this Ordinance; and

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

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

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

SECTION 2. **ZONING AMENDMENT.** The Comprehensive Zoning Ordinance of the Town, is hereby amended by providing for a Planned Development district (PD) on approximately 7.645 acres of land, to allow for the use of hardware and home

improvement store and commercial/retail with modified development standards, generally located 100 feet to the southeast of the Oak Grove Parkway and Hill Lane intersection, a tract of land more particularly described on Location Map, attached hereto, subject to all of the terms and conditions set forth herein, and all other applicable ordinances, laws, rules, regulations, and standards.

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

The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district, and other applicable site development standards as laid out in the Town's Zoning Ordinance, as amended, unless otherwise specified herein:

1) **Landscaping** – the project shall develop according to the adopted landscape plan showing the following relative variance items:

    a. A reduced landscape buffer on the western portion of the proposed development in the area between the driveway connecting to Hill Lane and the northern property boundary to provide cross access to the northern adjacent property.
    b. ROW tree spacing permitted at 30 feet on center.
    c. Foundation planting requirements are not required.
    d. Detention ponds are permitted to be utilized.

2) **Screening** – an 8' precast concrete wall with a masonry appearance with an irrigated living screen is permitted.

3) **Cross Access & Paving** – areas associated with cross access to adjacent properties shall be fully paved to abutting property boundaries.

4) **Future Plan Review**

    a. Potential changes to fire lanes, turning radii, and civil engineering items on future plans may be required at the discretion of staff.

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

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to

reflect the change in zoning made by this ordinance.

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 16th day of March, 2021.

ATTEST: **The Town of Little Elm, Texas**

_____ _____

Caitlan Biggs, Town Secretary David Hillock, Mayor



LITTLE ELM
Town of Little Elm
Denton County, Tx

Ace Hardware
Zoning Case
Date: 2/4/2021

N

0 275 550 Feet

Legend

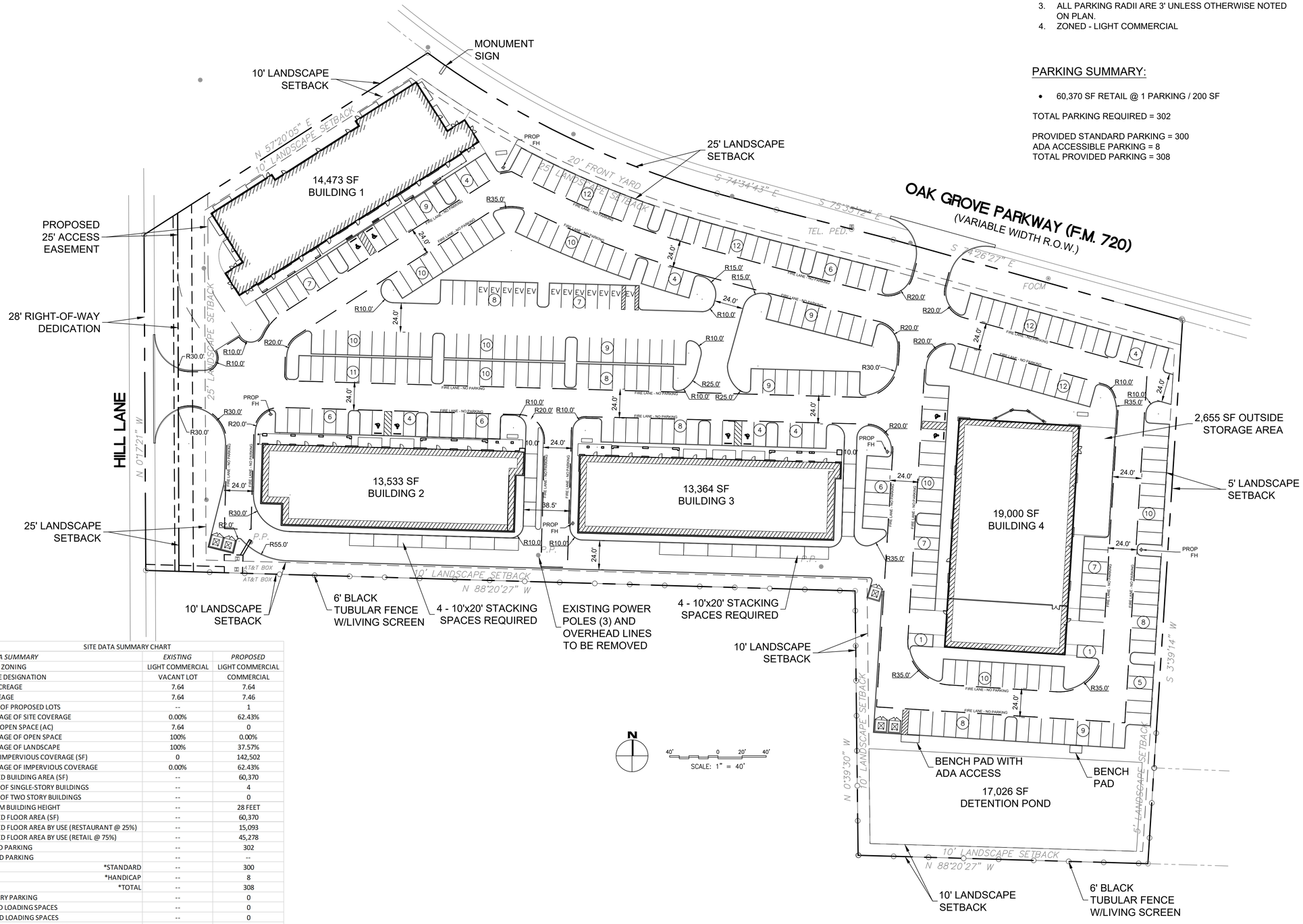
Subject Property

Location Map



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

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



SITE PLAN NOTES:

1. ALL FIRE LANES ARE 24' WIDE W/MIN. 20' INSIDE RADIUS.
2. ALL PARKING SPACES MEASURE 10'x20'.
3. ALL PARKING RADII ARE 3' UNLESS OTHERWISE NOTED ON PLAN.
4. ZONED - LIGHT COMMERCIAL

PARKING SUMMARY:

- 60,370 SF RETAIL @ 1 PARKING / 200 SF

TOTAL PARKING REQUIRED = 302

PROVIDED STANDARD PARKING = 300
ADA ACCESSIBLE PARKING = 8
TOTAL PROVIDED PARKING = 308

SITE DATA SUMMARY CHART		
SITE DATA SUMMARY	*EXISTING*	*PROPOSED*
EXISTING ZONING	LIGHT COMMERCIAL	LIGHT COMMERCIAL
LAND USE DESIGNATION	VACANT LOT	COMMERCIAL
GROSS ACREAGE	7.64	7.64
NET ACREAGE	7.64	7.46
NUMBER OF PROPOSED LOTS	--	1
PERCENTAGE OF SITE COVERAGE	0.00%	62.43%
AREA OF OPEN SPACE (AC)	7.64	0
PERCENTAGE OF OPEN SPACE	100%	0.00%
PERCENTAGE OF LANDSCAPE	100%	37.57%
AREA OF IMPERVIOUS COVERAGE (SF)	0	142,502
PERCENTAGE OF IMPERVIOUS COVERAGE	0.00%	62.43%
PROPOSED BUILDING AREA (SF)	--	60,370
NUMBER OF SINGLE-STORY BUILDINGS	--	4
NUMBER OF TWO STORY BUILDINGS	--	0
MAXIMUM BUILDING HEIGHT	--	28 FEET
PROPOSED FLOOR AREA (SF)	--	60,370
PROPOSED FLOOR AREA BY USE (RESTAURANT @ 25%)	--	15,093
PROPOSED FLOOR AREA BY USE (RETAIL @ 75%)	--	45,278
REQUIRED PARKING	--	302
PROVIDED PARKING	--	--
*STANDARD	--	300
*HANDICAP	--	8
*TOTAL	--	308
INVENTORY PARKING	--	0
REQUIRED LOADING SPACES	--	0
PROVIDED LOADING SPACES	--	0
AREA OF OUTSIDE STORAGE (SF)	--	2,655
PERCENTAGE OF OUTSIDE STORAGE	--	0.82%
START OF CONSTRUCTION	--	Mar-21
END OF CONSTRUCTION	--	Mar-24



VICINITY MAP
SCALE: 1"=2,000'

N

LEGEND

- PROPERTY BOUNDARY LINE
- EASMENTS
- PROPOSED BUILDING
- PROPOSED FIRE LANE
- PROPOSED CURB & GUTTER
- EXISTING CONCRETE

NO.	REVISION DESCRIPTION	DATE

CONSULTANT: SEAL:

PRELIMINARY
FOR REVIEW ONLY

KJE
500 Moseley Road
Cross Roads, Texas 76227
Phone (940) 387-0805
Fax (940) 387-0830
(TBPE # F-12214)

SITE PLAN

RETAIL DEVELOPMENT
FM 720 & HILL LANE
LITTLE ELM, TX

DATE: 1/14/2021	SHEET: 08
DRAWN BY: AG	
CHECKED BY: SG	
PROJECT #: YDG042020E	

PLOT: 1/14/2021 11:29 AM FILE: S:\Current Clients\Yale Development (Other Projects)\Little Elm Commercial\CAD\Construction Documents\03 Xref Base\SITE BASE.dwg DATE: 1/14/2021

PROJECT LANDSCAPE DATA TABLE				
LANDSCAPE REQUIREMENTS				
TYPE	REQUIREMENT	AREA / MEASUREMENT	QUANTITY REQUIRED	QUANTITY PROVIDED
GENERAL	ONE LARGE CANOPY PER 30 LF OF PERIMETER OF DETENTION BOND	225 LF	8 TREES	9 TREES
INTERIOR LANDSCAPE	MIN 10% OF VEHICULAR USE AREA SHALL BE LANDSCAPED	150,309 SF	15,031 SF	43,759 SF
	ONE LARGE CANOPY TREE PER 400 SF OF REQUIRED INTERIOR LANDSCAPE	15,031 SF	36 TREES	52 TREES
PERIMETER LANDSCAPE	VEHICULAR USE AREAS SHALL BE SCREENED FROM ABUTTING PROPERTIES AND THE PUBLIC R.O.W.			
	A 25 FT. WIDE LANDSCAPE BUFFER IS REQUIRED ADJACENT TO R.O.W.'S AND SHALL CONTAIN ONE LARGE CANOPY TREE PER 35 LF OF STREET FRONTAGE (INCL. DRIVEWAYS)	278 LF (HILL LANE FRONTAGE) 667 LF (F.M. 720 FRONTAGE)	8 TREES (HILL LANE) 19 TREES (F.M. 720)	8 TREES (HILL LANE) 19 TREES (F.M. 720)
	A 10 FT. WIDE PERIMETER LANDSCAPE BUFFER IS REQUIRED BETWEEN ADJACENT PROPERTIES AND SHALL CONTAIN ONE LARGE CANOPY TREE PER 40 LF OF BUFFER	1,776 LF	44 TREES	44 TREES (7 EXISTING TREES)
	THREE SMALL ORNAMENTAL TREE PER FIVE LARGE CANOPY TREES IS REQUIRED IN PERIMETER BUFFER	44 LARGE CANOPY TREES	26 SMALL ORNAMENTAL TREES	36 SMALL ORNAMENTAL TREES
LANDSCAPE POINT SYSTEM	SITES BETWEEN 3 AND 15 ACRES SHALL MEET A MINIMUM OF 30 LANDSCAPE POINTS	ENHANCED ENTRY PAVING - 5 PTS. SIGNAGE THE INCLUDES LITTLE ELM'S LAKEFRONT CHARACTER - 10 PTS. ENHANCED LANDSCAPE - 5 PTS AMENITY DETENTION POND (DRY) - 5 PTS PUBLIC ART, SMALL - 5 PTS OUTDOOR SEATING AREA - 5PTS		
NOTES: NO MORE THAN 25% OF THE REQ'D TREES SHALL BE OF THE SAME SPECIES; THREE SMALL ORNAMENTAL TREES MAY BE SUBSTITUTED FOR ON LARGE CANOPY TREE; LARGE CANOPY TREES MUST BE PLANTED AT LEAST FOUR FEET FROM CURBS, SIDEWALKS, UTILITY LINES, WALLS AND OTHER STRUCTURES.				

PLANT SYMBOL LEGEND

CANOPY TREES
- CEDAR ELM
- SHANTUNG MAPLE
- PISTACHE
- LACEBARK ELM
- RED OAK

ORNAMENTAL TREES
- VITEX
- POSSUMHAW HOLLY

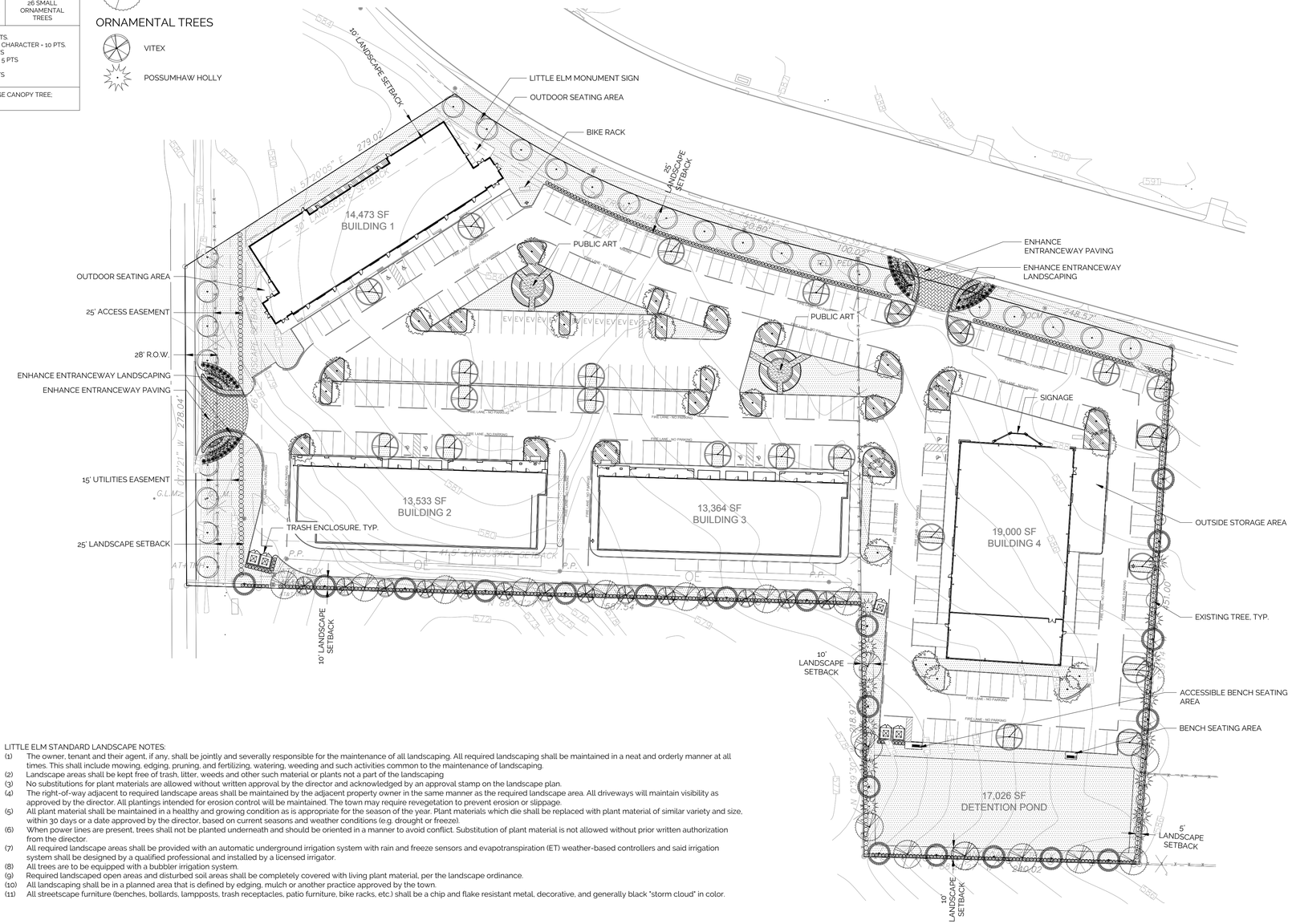
SHRUBS / LG. PERENNIALS
- TEXAS SAGE
- DWARF BURFORD HOLLY
- ANDORRA JUNIPER
- KALEIDOSCOPE ABELIA
- BARBERRY

ORNAMENTAL GRASSES
- WHITE CLOUD MUHLY
- LITTLE BLUESTEM

PERENNIALS / G.C.
- MONDO GRASS

OTHER
- SHRUBS / GROUNDCOVER PLANTING AREA (FROM APPROVED PLANT LIST)
- DECOMPOSED GRANITE

TURF
- TIFTUF BERMUDA TURF (COMMON AREAS)



PLANT MATERIAL SCHEDULE

QUANTITY	BOTANICAL/COMMON NAME	CAL.	HT.	SPREAD	CONT.	REMARKS
117 TREES	**SHADE TREES**					
26 (22%)	ACER TRUNCATUM / SHANGTUNG MAPLE	4"	10'-12'	6' MIN.	-	FULL & MATCHED, STRAIGHT TRUNK W/ CENTRAL LEADER INTACT
23 (20%)	ULMUS PARVIFOLIA / LACEBARK ELM	4"	10'-12'	6' MIN.	-	FULL & MATCHED, STRAIGHT TRUNK W/ CENTRAL LEADER INTACT
19 (16%)	QUERCUS BUCKLEYI / TEXAS RED OAK	4"	10'-12'	6' MIN.	-	FULL & MATCHED, STRAIGHT TRUNK W/ CENTRAL LEADER INTACT
29 (25%)	ULMUS CRASSIFOLIA / CEDAR ELM	4"	10'-12'	6' MIN.	-	FULL & MATCHED, STRAIGHT TRUNK W/ CENTRAL LEADER INTACT
20 (17%)	PISTACIA CHINENSIS / CHINESE PISTACHE	4"	10'-12'	6' MIN.	-	FULL & MATCHED, STRAIGHT TRUNK W/ CENTRAL LEADER INTACT
	ORNAMENTAL TREES					
14	VITEX AGNUS-CASTUS / CHASTE TREE	2"	6'-8'	4' MIN.	30 GAL. MIN.	FULL & MATCHED, SINGLE OR MULTI-TRUNK
13	ILEX DECIDUA / POSSUMHAW HOLLY	2"	6'-8'	4' MIN.	30 GAL. MIN.	FULL & MATCHED, SINGLE OR MULTI-TRUNK
	SHRUBS / LARGE PERENNIALS **(REF. DETAIL 1 / LA2.0)**					
21	ABERLIA X GRANDIFLORA 'KALEIDOSCOPE' / KALEIDOSCOPE ABELIA	-	24" MIN.	24" MIN.	3 GAL.	36" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
30	JUNIPERUS HORIZONTALIS 'ANDORRA' / ANDORRA JUNIPER	-	24" MIN.	24" MIN.	3 GAL.	36" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
202	LEUCOPHYLLUM FRUTESCENS / TEXAS SAGE	-	24" MIN.	24" MIN.	3 GAL.	36" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
465	ILEX CORNUTA 'DWARF BURFORD' / DWARF BURFORD HOLLY	-	24" MIN.	24" MIN.	3 GAL.	36" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
24	BERBERIS THUNBERGII ' CRIMSON' / BARBERRY	-	24" MIN.	24" MIN.	3 GAL.	36" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
	GROUND COVER / SMALL PERENNIALS (REF. DETAIL 2 / LA2.0)					
589	OPHIOPOGON JAPNICUS / MONDO GRASS	-	12" MIN	12" MIN	1 QT.	12" O.C. TRIANGULAR SPACING
	ORNAMENTAL GRASS (REF. DETAIL 1 / LA2.0)					
40	MUHLENBERGIA CAPILLARIS 'WHITE CLOUD'/ WHITE CLOUD MUHLY	-	24" MIN.	24" MIN.	3 GAL.	36" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
45	SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM	-	24" MIN.	24" MIN.	3 GAL.	24" O.C. TRIANGULAR SPACING, OR AS SHOWN ON PLANS
	TURF					
77,225 SF	CYNODON DACTYLON 'TIFWAY 419'/ TIF 419 BERMUDA GRASS	HAND-LAID SOD PANELS OR LARGE ROLLS (42" WIDTH)				
	OTHER					
9,586 SF	PLANTING AREA	-				
1,003 SF	DECOMPOSED GRANITE	-				

LITTLE ELM STANDARD LANDSCAPE NOTES:

(1) The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, and fertilizing, watering, weeding and such activities common to the maintenance of landscaping.
(2) Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping
(3) No substitutions for plant materials are allowed without written approval by the director and acknowledged by an approval stamp on the landscape plan.
(4) The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area. All driveways will maintain visibility as approved by the director. All plantings intended for erosion control will be maintained. The town may require revegetation to prevent erosion or slippage.
(5) All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within 30 days or a date approved by the director, based on current seasons and weather conditions (e.g. drought or freeze).
(6) When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution of plant material is not allowed without prior written authorization from the director.
(7) All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.
(8) All trees are to be equipped with a bubbler irrigation system.
(9) Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape ordinance.
(10) All landscaping shall be in a planned area that is defined by edging, mulch or another practice approved by the town.
(11) All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.

N

SCALE: 1"=50'-0"

0 50 100

LANDSCAPE PLAN

Valley Quest DESIGN

LANDSCAPE ARCHITECTS
212 S. Elm St. Ste. 120
Denton, Texas 76201
ph: 214.783.1715

CONSULTANT:

OWNER / CLIENT:

ROGER YALE
YALE LAW
1417 E. MCKINNEY STREET,
STE. 220
DENTON, TX 76209

Project No:	2020-008
Drawn By:	AAC
Reviewed By:	MAD
Issue Type:	Drawings
Issue Date:	01/15/2021

REVISIONS:

No.	Date	Description

Interim review documents.
Not for regulatory approval,
permitting or construction.
Andrew A. Cousins
Texas RLA No. 2704

January 15, 2021

PROJECT:

LITTLE ELM COMMERCIAL DEVELOPMENT

LITTLE ELM, TEXAS

SHEET TITLE:

LANDSCAPE PLAN

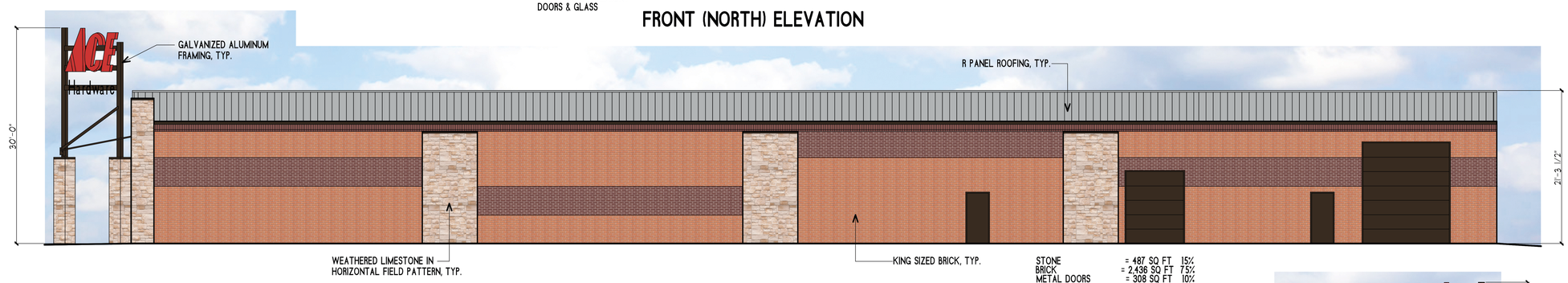
SHEET NUMBER:

LP.01



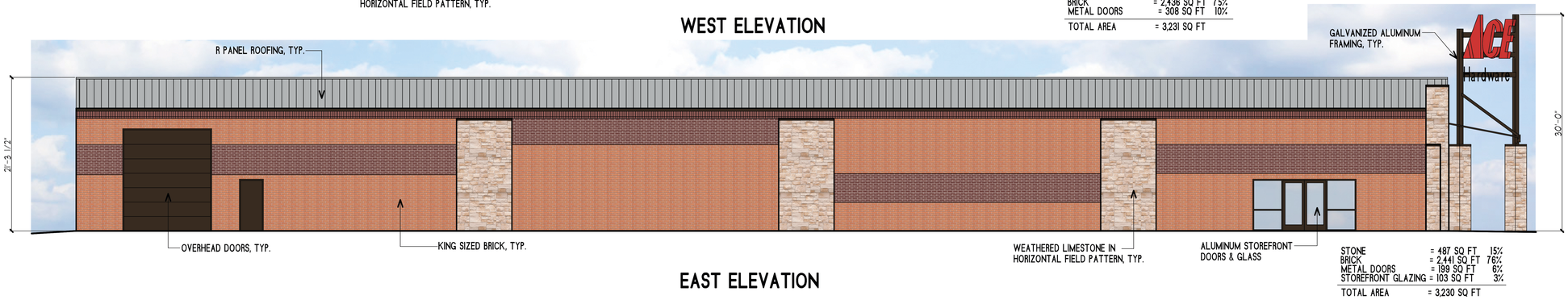
STONE	= 655 SQ FT	35%
BRICK	= 1,018 SQ FT	54%
STOREFRONT GLAZING	= 212 SQ FT	11%
TOTAL AREA	= 1,883 SQ FT	

FRONT (NORTH) ELEVATION



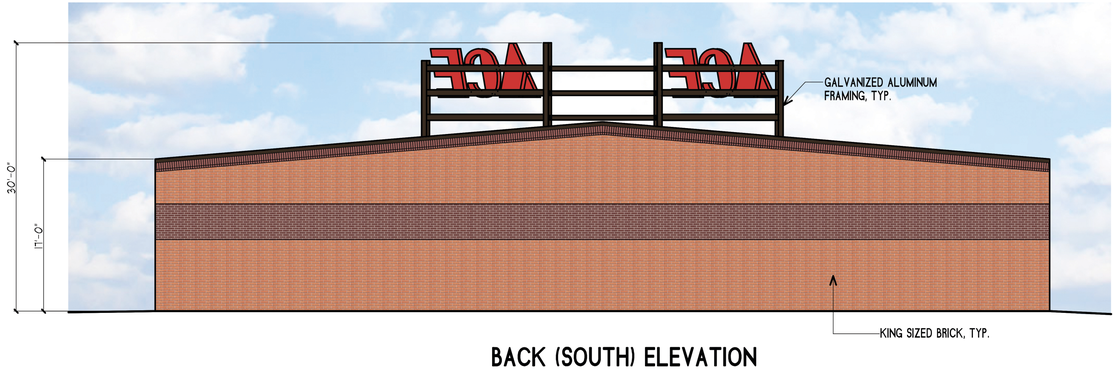
STONE	= 487 SQ FT	15%
BRICK	= 2,436 SQ FT	75%
METAL DOORS	= 308 SQ FT	10%
TOTAL AREA	= 3,231 SQ FT	

WEST ELEVATION



STONE	= 487 SQ FT	15%
BRICK	= 2,441 SQ FT	76%
METAL DOORS	= 199 SQ FT	6%
STOREFRONT GLAZING	= 103 SQ FT	3%
TOTAL AREA	= 3,230 SQ FT	

EAST ELEVATION



BRICK	= 1,867 SQ FT	100%
TOTAL AREA	= 1,867 SQ FT	

BACK (SOUTH) ELEVATION

DATE: December 11th, 2020

REGISTERED ARCHITECT MARK M. MARTIN 15176 STATE OF TEXAS

TX.#15,176 EXP. 12/31/2020

PLANS FOR A

RETAIL DEVELOPMENT

LITTLE ELM, TX

FM720 & HILL LANE

Mark M. Martin, Architect
Michael A. Bates, Architect
100 West Oak St. - Suite 201
Denton, Texas 76201
(940) 565-0260
(940) 387-4881

BATESMARTIN ARCHITECTS

BMA PROJECT NO.

20-205

DATE: 12-11-2020

REV

REV

REV

REV

SHEET

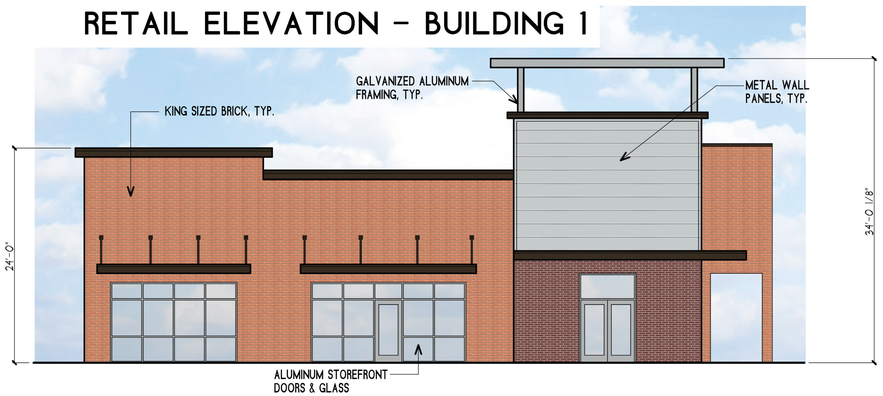
A 5.1

OF 4



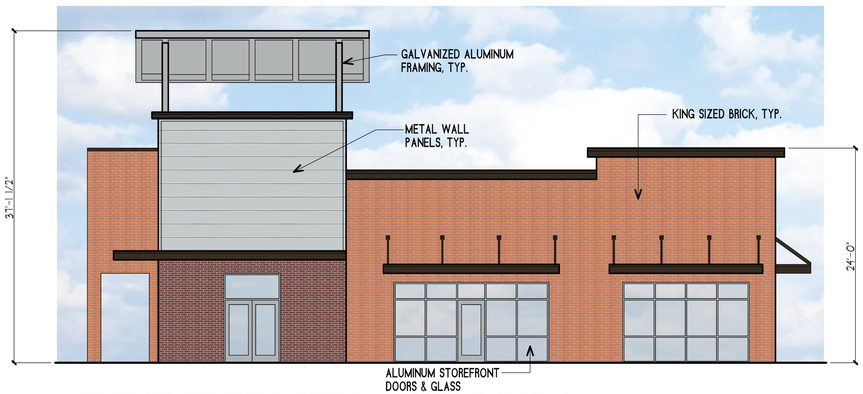
RETAIL ELEVATION - BUILDING 1

BRICK	= 1,806 SQ FT	33%
HARDIE SIDING	= 1,252 SQ FT	23%
STONE	= 578 SQ FT	11%
METAL PANEL	= 495 SQ FT	9%
STOREFRONT GLAZING	= 1,293 SQ FT	24%
TOTAL AREA	= 5,422 SQ FT	



BRICK	= 1,015 SQ FT	61%
METAL PANEL	= 295 SQ FT	18%
STOREFRONT GLAZING	= 347 SQ FT	21%
TOTAL AREA	= 1,657 SQ FT	

LEFT ELEVATION - BUILDING 1



BRICK	= 1,015 SQ FT	61%
METAL PANEL	= 295 SQ FT	18%
STOREFRONT GLAZING	= 347 SQ FT	21%
TOTAL AREA	= 1,657 SQ FT	

RIGHT ELEVATION - BUILDING 1



REAR ELEVATION - BUILDING 1

BRICK	= 3,452 SQ FT	67%
HARDIE SIDING	= 608 SQ FT	12%
METAL PANEL	= 493 SQ FT	10%
METAL DOORS	= 119 SQ FT	2%
STOREFRONT GLAZING	= 476 SQ FT	9%
TOTAL AREA	= 5,148 SQ FT	

DATE: December 11th, 2020

REGISTERED ARCHITECT MARK C. MARTIN 15176 STATE OF TEXAS

TX.#15,176 EXP. 12/31/2020

PLANS FOR A

RETAIL DEVELOPMENT

FM720 & HILL LANE LITTLE ELM, TX

Mark M. Martin, Architect
Michael A. Bates, Architect
100 West Oak St. - Suite 201
Denton, Texas 76201
(940) 565-0260
(940) 387-4881

B+M BATESMARTIN ARCHITECTS

BMA PROJECT NO.

20-205

DATE: 12-11-2020

REV

REV

REV

REV

SHEET

A5.2

OF 4



RETAIL ELEVATION - BUILDING 2

BRICK	= 1,122 SQ FT	23%
HARDIE SIDING	= 950 SQ FT	20%
METAL PANEL	= 1,264 SQ FT	26%
STONE	= 243 SQ FT	5%
STOREFRONT GLAZING	= 1,286 SQ FT	26%
TOTAL AREA	= 4,865 SQ FT	



BRICK	= 1,093 SQ FT	63%
STONE	= 562 SQ FT	32%
STOREFRONT GLAZING	= 80 SQ FT	5%
TOTAL AREA	= 1,735 SQ FT	

LEFT ELEVATION - BUILDING 2

BRICK	= 1,082 SQ FT	63%
METAL PANEL	= 103 SQ FT	5%
STONE	= 460 SQ FT	27%
STOREFRONT GLAZING	= 80 SQ FT	5%
TOTAL AREA	= 1,725 SQ FT	



RIGHT ELEVATION - BUILDING 2



BRICK	= 3,202 SQ FT	94%
METAL PANEL	= 13 SQ FT	1%
METAL DOORS	= 191 SQ FT	5%
TOTAL AREA	= 3,406 SQ FT	

BACK ELEVATION - BUILDING 2

DATE: December 11th, 2020

REGISTERED ARCHITECT MARK M. MARTIN 15176 STATE OF TEXAS

TX.#15176 EXP. 12/31/2020

PLANS FOR A

RETAIL DEVELOPMENT

LITTLE ELM, TX

FM720 & HILL LANE

Mark M. Martin, Architect
Michael A. Bates, Architect
100 West Oak St. - Suite 201
Denton, Texas 76201
(940) 565-0260
(940) 387-4881

B+M BATESMARTIN ARCHITECTS

BMA PROJECT NO.

20-205

DATE: 12-11-2020

REV

REV

REV

REV

SHEET

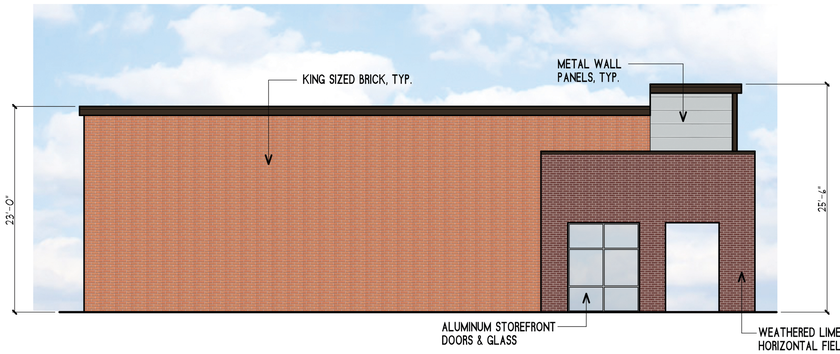
A 5.3

OF 4



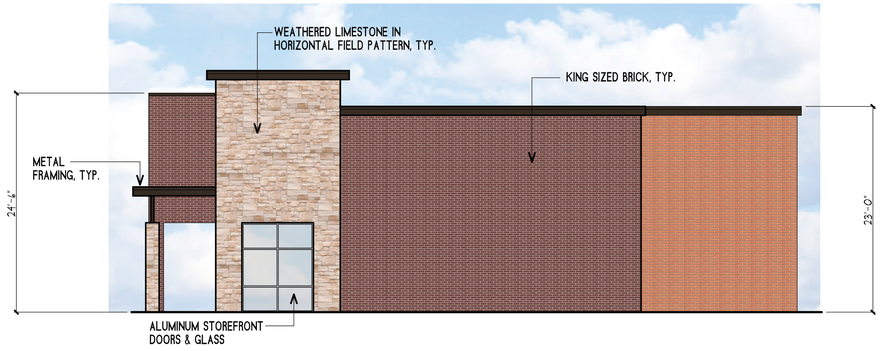
RETAIL ELEVATION - BUILDING 3

BRICK	= 1,144 SQ FT	24%
HARDIE SIDING	= 710 SQ FT	15%
METAL PANEL	= 835 SQ FT	18%
STONE	= 756 SQ FT	16%
STOREFRONT GLAZING	= 1,301 SQ FT	27%
TOTAL AREA	= 4,746 SQ FT	



BRICK	= 1,173 SQ FT	74%
METAL PANELS	= 60 SQ FT	4%
STONE	= 282 SQ FT	17%
STOREFRONT GLAZING	= 80 SQ FT	5%
TOTAL AREA	= 1,595 SQ FT	

LEFT ELEVATION - BUILDING 3



BRICK	= 1,239 SQ FT	77%
STONE	= 282 SQ FT	18%
STOREFRONT GLAZING	= 80 SQ FT	5%
TOTAL AREA	= 1,601 SQ FT	

RIGHT ELEVATION - BUILDING 3



BACK ELEVATION - BUILDING 3

BRICK	= 3,287 SQ FT	95%
METAL DOORS	= 191 SQ FT	5%
TOTAL AREA	= 3,478 SQ FT	

DATE: December 11th, 2020

REGISTERED ARCHITECT MARK M. MARTIN 15176 STATE OF TEXAS

TX.#15,176 EXP. 12/31/2020

PLANS FOR A

RETAIL DEVELOPMENT

LITTLE ELM, TX

FM720 & HILL LANE

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BATESMARTIN ARCHITECTS

BMA PROJECT NO.

20-205

DATE: 12-11-2020

REV

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OF 4

Proposed Precast Screening Wall Options

Brick

Superior Brick™

Superior Brick™ is classic, charming & warm, with the full thickness and rich texture of brick. This product leaves a lasting impression in its presentation and helps achieve a sophisticated look.

Fences and walls made from modular Superior Brick™ panels are more versatile than traditional brick masonry and can be installed in a fraction of the time. Unlike bricks and mortar, our product is engineered to withstand shifting terrains and extreme temperatures. For long-term reliability, this is especially important in areas like Texas that experience severe and fluctuating weather conditions.

Fences and walls made from modular Superior Brick™ panels are more versatile than traditional brick masonry.



Cobblestone



Superior Cobblestone™

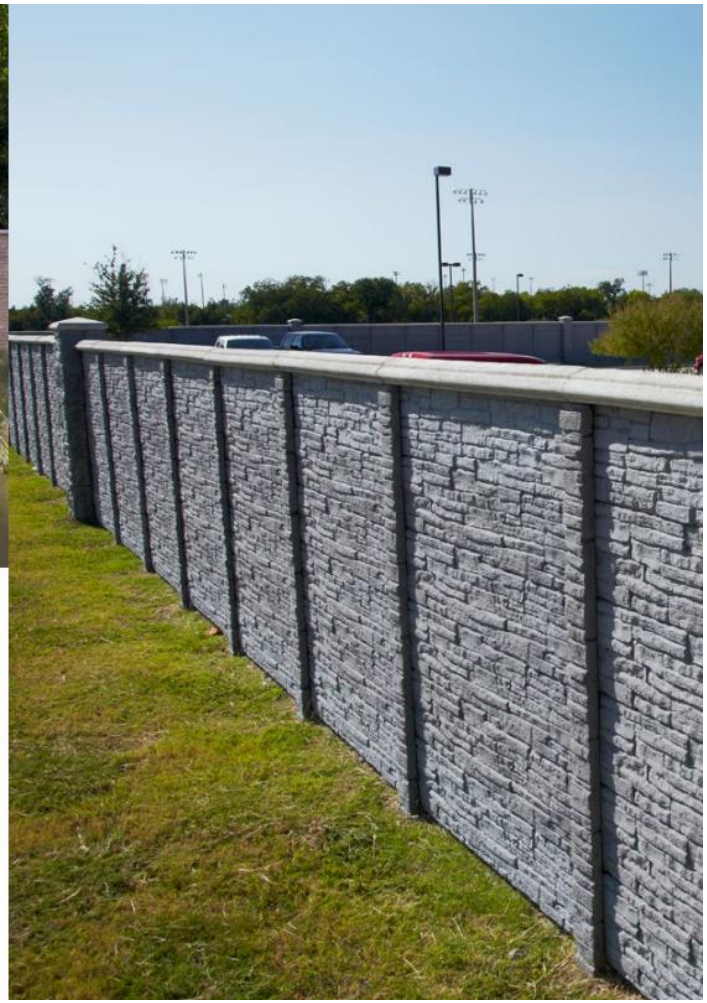
Our product is engineered to withstand shifting terrains and extreme temperatures.

Superior Cobblestone™ offers the old-world European charm of cobblestone, with its varied, natural textures and predictable edges. This product is uniquely designed to blend beautifully with any architectural style, from farm house to colonial to modern.

Superior Cobblestone™ panels are more versatile than traditional cobblestone and mortar, and they can be installed in a fraction of the time. Our product is also engineered to withstand shifting terrains and extreme temperatures. For long-term reliability, this is especially important in areas like Texas that experience severe and fluctuating weather conditions

Ledgestone





Superior Ledgestone™

Our signature fence product, Superior Ledgestone™ provides the warmth and feel of a true hand-laid stacked stone fence. It features details that capture the essence of masonry craftsmanship and will enhance your project with a classic, elegant tone.

Superior Ledgestone™ fences can be installed in heights up to 30' and is set 5 feet on-center from post to post. The system is ideal for any type of fence or screening wall project, and is popular for both commercial and residential purposes.

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	9. B.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present, Discussion and Consider Action to **Accept the Town's Independent Audit Report and the Comprehensive Annual Financial Statements and Federal Single Audit Report for the Fiscal Year ended September 30, 2020.**

DESCRIPTION:

Chapter 103 of the Texas Local Government Code, requires that an independent audit be conducted annually. The audit of the Town's financial statements is conducted by an independent and certified public accounting firm. The Town staff is responsible for completeness and accuracy of the annual financial statements and the Comprehensive Annual Financial Report. Staff plans to submit an electronic Comprehensive Annual Financial Report to the Government Finance Officers Association in consideration for the Certificate of Achievement for Excellence in Financial Reporting.

The Town's financial statements have been audited by the independent audit firm of Weaver and Tidwell, L.L.P. The purpose of this item is to hear the report of the independent auditor and to present an overview of the financial statements.

A printed copy of the Comprehensive Annual Financial Report will be provided to the Town Council under a separate cover. These will include the following:

- Comprehensive Annual Financial Report for the fiscal year ended September 30, 2020
- Communication with Those charged with Governance September 30, 2020
- Federal Single Audit Report year ended September 30, 2020

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends acceptance.

Town Council Meeting

Date:	03/16/2021
Agenda Item #:	9. C.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present, Discuss, and Consider Acceptance of the **Town's "Financial Highlights" for the Fiscal Year ended September 30, 2020.**

DESCRIPTION:

Town staff is excited to present our second annual Town of Little Elm's Financial Highlights Report also known as the Popular Annual Financial Report (PAFR) for the Fiscal Year ended September 30, 2020. This has been developed by Town staff in an effort to provide a snapshot of the Town's financial performance and major initiatives as well as an overview of financial, economic, and demographic trends. Above all, it is designed to present a more easily understandable financial report.

A printed copy of the Financial Highlights Report will be provided to the Town Council under a separate cover. The distribution method for this report, outside of Town Council and management, will be through the Town's website. Town staff will be moving forward every year in presenting a Financial Highlights Report as it relates to the prior audited fiscal year.

The Finance team received recognition from the Government Finance Officers Association for last year's PAFR report in earning the Award for Outstanding Achievement in Popular Annual Financial Reporting. Staff plans to resubmit for consideration for our 2020 PAFR report for such recognition again.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends acceptance.